***${Value15}-BD1-${Value33}-${Value31}***

**EMPLOYMENT CONTRACT**

This EMPLOYMENT CONTRACT (“**Contract**”) made and executed by and between:

1. **PCN PROMOPRO, INC.,** a corporation duly organized and existing under Philippine laws, having its registered office at 27 CRESTA STREET, BARANGAY MALAMIG, MANDALUYONG CITY and 30 ARAYAT STREET, BARANGAY MALAMIG, MANDALUYONG CITY, and herein represented by its President, Rey Ferdinand S. Binuya, herein referred to as the “EMPLOYER”;

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**-and-**

1. **${Value1}, FILIPINO, OF LEGAL AGE, SINGLE/MARRIED,** and with residence and postal address at **${Value2}** herein referred to as the “EMPLOYEE.”

Voluntarily binding themselves to the following terms and conditions:

1. The Employer will provide services for a specific job or undertaking farmed out by **${Value3}**, under a duly executed Service Agreement.
2. The Employee shall be assigned at **${Value3}**, with office at **${Value5}**.
3. **JOB TITLE AND DESCRIPTION**. As a **${Value6}**, the employee shall perform the following duties and undertake the following responsibilities:
4. At all times during the effectivity of this Contract, the Employee is required to comply with all existing rules, regulations and adhere to all pertinent policies as well as those which may hereafter be issued and mandated by the Service Agreement, including but not limited to those governing order and discipline, honesty, safety and security, work assignments and standard operating procedures, use of Company properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business or tasks assigned under this Contract and other relevant KPIs specific to the brands or positions to which they are respectively assigned ;
5. Communicates Pond’s brand philosophy (beauty brings romance).
6. Educates shoppers on the best product range that delivers the beauty benefit they desire.
7. Recommends and sells the Ponds product range which will address the customers’ needs and concerns, highlight the importance of using the entire range, Use the 3S strategies; sell in, sell up and sell more.
8. Responsible for the achievement of sales and growth targets in her store assignment.
9. Responsible for projecting the Ponds Image – grooming and demeanor
10. Responsible for ensuring that the Ponds counter and product display adheres to the merchandising standards set by Client, Unilever Philippines, Inc. and must be kept clean at all times.
11. Responsible for submitting accurate, complete mandatory reports on time.
12. Ensures appropriate and excellent customer service as oriented during training.
13. Safe keeps and handles with care all gadgets/merchandising materials provided entrusted by the Agency.
14. **EMPLOYMENT STATUS**

* **${Value7}**

1. **DURATION OF EMPLOYMENT**. Employee will commence to perform the services in favor of **${Value3}** from **${Value8}** to **${Deo9}.**

Employee shall receive **Php ${Value10}** per day, payable every **10th** and **25th** of the current month to cover up for services rendered and, may be adjusted according to the provision of the Labor Code of the Philippines depending on the tripartite wage rate of the region.

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Daily Rate/day

(based on RWB, incl. of E-COLA if applicable) ---- P ${Value10}

E-COLA ---- P ${Value10c}

Communication allowance /day ---- P ${Value10a}

Transportation and Meal allowance/day ---- P ${Value10b}

1. **PLACE OF WORK.** The employee shall perform the services at **${Value11a}**.
2. **WORK HOURS**. The Employee will render work for eight( 8) hours , **${Value12}** days a week, in accordance with the work hours to which he/she will be assigned.
3. **PAYMENT OF COMPENSATION/BENEFITS.** The Employer shall be responsible for the payment of all compensation and other benefits to the Employee. Nothing herein shall make the latter an employee of the Principal.
4. **SOLIDARY LIABILITY**. The Company recognizes the solidarity liability on its part as Employer and **${Value3}** in the event of violation of any provision of the Labor Code including the failure to pay wages.
5. **TERMINATION.**
6. Termination by Employer – The Employer reserves its right to terminate this Contract even prior to the expiration of the employment period or completion of the project, for any of the just and authorized causes provided by law, including but not limited to : serious misconduct, wilfull disobedience of employer’s lawful orders, habitual neglect of duties, failure to meet prescribed KPI’s stated below, absenteeism, insubordination, revealing secrets of establishment, or any violation of the terms and conditions herein set forth.
7. Termination by Employee – The Employee may terminate this Contract for any of the just causes provided by law, subject to service of at least one (1) month written notice given to the Employer.
8. Termination due to Illness or Death; Either party may terminate this Contract on the ground of illness, disease, death or injury by the Employee.
9. **CONFIDENTIALITY –** The Employee agrees that all record and documents of the Company and all information pertaining to its business and/or its affairs and that of its customers, which may come into the Employee’s knowledge and custody during the period of employment, are absolutely confidential and unauthorized disclosure or reproduction of the same should not be made at any time during and/or after employment. The Employee hereby agrees that any breach of confidentiality shall constitute sufficient ground for immediate termination for cause, and/or civil and criminal liability.

PREPARED BY:

**${Value16}**

${Value17}

NOTED BY: ENDORSED BY:

**${Value18}**  **${Value20}**

${Value19} ${Value21}

APPROVED BY:

**${Value24}**  **${Value22}**

Field Supervisor ${Value23}

Conforme :

(Signature over Printed Name)

Date : ${Value14} ${Value13}, ${Value15}

SSS # : ${Value26}

PhilHealth # : ${Value27}

Pag-Ibig # : ${Value28}

TIN # : ${Value29}

Contact No. : ${Value32} Day-off: \_\_\_\_\_\_\_\_\_\_\_\_

ID # : ${Value31}

**BEAUTY ADVISOR’S BEHAVIORAL CLAUSE**

1. To follow and obey all legitimate instructions and directions of his his/her immediate superior
2. To accomplish and submit all mandatory reports on time
3. To treat all staff, clients, partners/dealers/stores with respect all the time
4. To follow all rules and policies partners/dealer/stores
5. To attend all mandatory meetings dictated by Agency
6. To always be on time for work
7. To liquidate expenses on time
8. To always observe proper grooming at all times
9. No posting of any photographs in any social media account that are confidential and/or will jeopardize the integrity of the Brand, Client and/or the agency.

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**BEAUTY ADVISOR’S KPI**

**70% Qualitative**

**Sales Achievement + Audit** (35%)

* Sales Achievement vs. Monthly Target
* Monthly Audit

**Image & Grooming** (15%)

* Maintain One look to align with global standards and to maintain sophistication vs. competitors
* Possess a sales mindset to cope with the competitive landscape

**Counter Management** (5%)

* Counters, products and testers are clean and organized
* Branding and in-store Merchandising guidelines are adhered to
* Product inventory well-managed: accurate, minimal damaged products, no expired products on display, HERO products are available
* Products correctly priced

**Reports Submission** (15%)

Accurate, complete and on-time submission of the **Weekly Sales and Inventory Report**

* + Sales off take
  + Out-of-stock (OOS)
  + Promotion Update Monitoring (PUM)
  + Competitive Report
  + Store and shopper feedback

**30% Qualitative**

**Competencies**

* Competencies are the basic functional (skills, knowledge, abilities) and behavioral requirements to successfully perform the job.

**Job Knowledge**

* Demonstrates knowledge and understanding of the requirements of the job. Acquires & applies knowledge, skills and expertise to deliver results.

**Drive for Sales**

* ****Committed to putting forth effort to achieve sales targets consistently despite obstacles. Understands the features, advantages, and benefits of given products. Understands the dynamics of the buyer-seller relationship and uses the appropriate sales techniques for different situations. Demonstrates resistance to rejection and failure and not become easily discouraged when faced with difficulties.

**Quality of Work**

* Consistently produces accurate, thorough, neat and professional work. Maintains high standards on work output despite pressing deadlines; does work right the first time; corrects own errors.

**Customer Service Orientation**

* Shows passion, commitment and ability to deliver great customer service by anticipating, listening and responding to customer needs and expectations. Establishes and maintains harmonious relations with customers by being courteous and helpful. Uses tact and sensitivity in resolving customer problems and complaints. Anticipating customer concerns, responding to customer complaints, and taking immediate corrective action.

**Job Attitude**

* Demonstrates interest, enthusiasm, commitment and dedication to the job. Has a solid attendance record and arrives to work, meetings, trainings and general assemblies on time. Maintains a positive outlook towards her job. Reacts positively to job difficulties. Demonstrates a high energy level that is infectious.

**Communication**

* Speaks well and writes clearly to convey information and ideas effectively. Listens well and asks questions to indicate interest and confirm understanding. Admits when she does not understand or is confused and asks for clarification. Provides right information to the right people at the right time. Informs Supervisor and other team members of issues, activities, plans on a regular basis.

**Professional Integrity**

* Does what she commits to doing. Respects the confidentiality of information or concerns shared by others. Honest. Carries fair share of workload. Admits responsibility for mistakes (does not blame others) and takes actions to correct problems she caused.