



STRICTLY PRIVATE AND CONFIDENTIAL

May 08, 2023

Paul John Encina
114 Alley 1, Howmart Road, Barangay Baesa
Quezon City
Philippines

Dear Paul John,

Citco International Support Services Limited – Philippine ROHQ is pleased to offer you a role in the organization as **Systems Administrator**. In this role, you will be expected to carry out the duties and responsibilities described in the enclosed Job Profile. You shall be reporting to the **Executive Vice President** or his designate.

We would be glad to start working with you on July 10, 2023 or as soon as possible after that date, provided you have already completed and submitted the Pre-employment Requirements including the satisfactory result of Pre-Employment Medical Examination which is an integral part of this Job Offer.

Your engagement will be probationary in nature for a period of not more than 6 months (180 calendar days).

Should you accept this offer, you shall be eligible to a monthly basic salary of **Php 120,000.00** paid on a semi-monthly basis through your bank account via credit transfer every 5th and 20th of each calendar month. Subject to eligibility stipulated in each benefit, you are also eligible to receive statutory and company benefits and allowances listed in the attached **Citco Philippines' Summary of Benefits**.

As a matter of company policy, you shall be presented with a standard Employment Agreement which must be signed on your first day of employment, with clauses relevant to the following:

- 1. Intellectual Property Rights
- 2. Confidentiality
- 3. Exclusive Employment
- 4. Non-Compete and Non-Solicitation

We hope that you will consider this offer and look forward to welcoming you aboard. We trust that your knowledge, skills and experience will be among our most valuable assets.

CITCO INTERNATIONAL SUPPORT SERVICES LIMITED - PHILIPPINE ROHQ



To confirm your acceptance of this offer, kindly sign on the appropriate space below.
Best Regards,
MARLON TALUSAN Country General Manager Citco International Support Services Limited – Philippine ROHQ
Conforme:
Paul John Encina



EMPLOYMENT AGREEMENT

This Agreement is made and executed by and between CITCO INTERNATIONAL SUPPORT SERVICES LIMITED - PHILIPPINE ROHQ, a Regional Operating Headquarters duly licensed to do business in the Philippines, with principal office at 15/F, 16/F, 17/F One Ayala Avenue Corporate Center, Tower 1 EDSA cor. Ayala Avenue Brgy. San Lorenzo Makati City 1223 Philippines, represented by its Country General Manager, MARLON TALUSAN and HR SEVP, CHRIS COLLINS, referred to as the "COMPANY" and Paul John Encina, of legal age, Filipino, and a resident of 114 Alley 1, Howmart Road, Barangay Baesa, Quezon City, Philippines, hereinafter referred to as the "Employee".

1. GENERAL TERMS AND CONDITIONS

- **1.1.** The EMPLOYEE applied for and hereby agrees to be employed by the COMPANY as **Systems Administrator** reporting to **Conie Tiongson** or his designate.
- **1.2.** The employee will be on probationary period for **6 months** (180 calendar days). The probationary employment can be terminated at anytime during this period for just and authorized cause, or if the employee failed to qualify for regular employment based on reasonable standards made known at the time of engagement and attached as Appendix A (Job Description).
- **1.3.** Contingent upon this agreement is the complete submission of all pre-employment requirements by the employee as stipulated in the Job Offer Letter. Failure to meet the pre-employment conditions including successful passing of the background check and pre-employment medical exam shall be sufficient ground to terminate the Contract.
- 1.4. It is the responsibility of the employee to ensure that he/she has fully read and understood the Employee Handbook and all Company policies and regulations and agrees to comply with all of the provisions set forth in these documents. By signing the Acknowledgement Forms that accompany the Employee Handbook and each of the Company policies, Employee confirms that he/she has read and understood the handbook and each of the policies and agrees to act according to the contents thereof.
- **1.5.** Employee shall be assigned to report for work in any eight (8) hour work shift (exclusive of the 1 hour meal break). Except for flexible work arrangements allowed under the law, work rendered beyond these hours shall be compensated accordingly as provided for by law.



2. COMPENSATION AND BENEFITS

2.1. Employee will receive the following remuneration:

Compensation & Benefits	Details	Amount (Php)
Base Salary		120,000.00/monthly
De Minimis Allowance	Paid every 5th and 20th of the month	5,500.00/monthly
13th Month Pay	Calculated on a pro-rated basis payable every November of each year	-
14th Month Pay	Calculated on a pro-rated basis payable every May of the following year; employee must be on active status during the payout schedule or in the event that you are under notice of termination or separation of employment at the time the bonus is paid, you will forfeit your entitlement to this bonus.	
Night Shift Differential	Statutory 10% compensation for every hour of work performed between 10pm to 6am.	-
Shift Allowance	Additional compensation of 15% of an employee's salary for each hour of work performed from 10pm to 6am contingent to being assigned on permanent or long-term Night Shift.	-
Overtime Pay	Additional compensation for work performed beyond eight (8) hours in a given day, regardless of the type of day it was rendered	-
Holiday Pay	Payment of the employee's regular daily salary for unworked declared regular and special non- working Public Holidays	-
НМО	Coverage of 165,000 MBL per illness per year effective on the start of employment and extended up to 2 legal dependents prorated and subject to the Hierarchy rule but the effective date is upon regularization.	-

Medical Reimbursement	Calculated on a pro-rated basis. Covers prescribed medicines, over-the-counter medicines and vitamins.	5,000.00/annually
Group Life Insurance	Coverage shall be 24x the employee's monthly basic salary (allowance not included)	-
Personal Accident Insurance	Coverage shall be 24x the employee's monthly basic salary (allowance not included) and is on top of the Group Life Insurance.	-
Vacation Leave Benefit	15 days	-
Sick Leave Benefit	12 days	-

- 2.2. The monthly Base Salary is subject to statutory deductions and withholding taxes as may be required in accordance with applicable legislation in force from time to time. Subject to existing laws, Employee consents to and acknowledges that the Company has the right to deduct from his pay any sums that Employee owes the Company, including but not restricted to any overpayments.
- **2.3.** It is understood that the compensation details are personal and strictly confidential and employee agrees not to disclose his compensation details to anyone, internally or externally.

3. TRAINING

- **3.1.** Employee may be required by the Company to secure training for the successful performance of his/her work. In consideration for the training investment costs incurred by the Company for the training, employee will remain in the employ of the Company for a minimum of two (2) years commencing upon the completion of the training program, unless sooner terminated by the Company.
- **3.2.** In case employee resigns or is terminated for just and authorized causes prior to completion of the 2-year service requirement, employee will return the cost of the training subject to the stipulations in the Training Agreement.

4. SEPARATION

4.1. The EMPLOYEE shall give formal and prior written notice of not less than **1 month** prior to the intended effective date of EMPLOYEE's resignation from the COMPANY subject to the exit clearance process.

- **4.2.** Failure of the Employee to comply with **1 month** notice period under 3.1 shall entitle the Company to liquidated damages in the amount equivalent to one-month basic salary of the Employee, which may be deducted from any of Employee's receivables from the Company.
- **4.3.** In addition to the just and authorized causes provided in the Labor Code and other existing laws, the following are sufficient causes for the COMPANY to terminate the employment: Failure to pass the standards for regularization, performance target and expectations set by the Company or any other cases of unsatisfactory performance; Failure to pass the medical and health examination; Violation of the terms of this Employment Contract; Violation of the COMPANY's Code of Conduct and other applicable procedures, rules, regulations and policies of the COMPANY.

5. RESTRICTIVE COVENANTS

- 5.1. Employee agrees to communicate to the COMPANY promptly and fully all discoveries, improvements, and inventions made or conceived by Employee (either solely or jointly with others) during his employment which are along the lines of the actual or anticipated business, work or inventions of the COMPANY or which result from or are suggested by any work Employee may do for the COMPANY; and such discoveries, improvements or inventions, whether or not they contain intellectual property rights capable of protection, shall be and at all times remain the sole and exclusive property of the COMPANY.
- **5.2.** In the course of the employment, the EMPLOYEE may be handling confidential and sensitive information. The EMPLOYEE shall not disclose any COMPANY information to any other party unless authorized in writing to do so by the immediate superior, violation of which shall result to immediate termination. All information related to the COMPANY, its services and clients are presumed confidential and sensitive information.
- **5.3.** The prohibition to disclose confidential and sensitive information shall apply even after the severance of employer-employee relationship, violation of which shall entitle the COMPANY to liquidated damages in the amount of Five Hundred Thousand Pesos (PHP 500,000.00) against the former EMPLOYEE. This amount may change as may be ascertained in court if found inequitable to either party.
- **5.4.** The EMPLOYEE shall declare any issues or conflict of interest immediately upon his discovery of the existence of such conflicts. Failure to declare such circumstances, or the COMPANY'S discovery of the existence of such conflicts before the declaration, shall be sufficient ground for termination.
- **5.5.** The EMPLOYEE agrees to devote all working hours to the COMPANY and to refrain, during your employment with the Company, from working for another employer or engaging in other business, whether within or outside of his/her working hours, without the prior written consent of the COMPANY.

5.6. Employee expressly agree that after the cessation of employment with the COMPANY for whatever reason, will not for a period of one year thereafter, be engaged or interested, directly or indirectly, either as a principal, agent, employee, consultant, contractor or in any other capacity, in any business or undertaking in the same line of business as the COMPANY or which may compete in any manner with the COMPANY in the Philippines. Employee shall likewise not canvass or solicit business from any person who was a client of the COMPANY, unless that person is already an existing client of his/her new employer prior to your assumption of employment. It is likewise prohibited to employ or attempt to employ or engage in any discussion or negotiation or assist in the employment of any person who was employed by the COMPANY at the date of the cessation of the EMPLOYEE's employment or who was so employed at any time during the three (3) months preceding the EMPLOYEE's employment in order to engage in any business that directly or indirectly competes with the COMPANY's business.

6. DATA PROTECTION

- **6.1.** The Company obtains and processes employee personal data for a variety of personnel administration and employee, work and general business management purposes in connection with your employment: for instance, to enable the Company to observe or provide you with your rights, benefits, and entitlements as an employee and other employment conditions agreed upon (such as determining and paying salary, pension, annual leave, and any contractual benefits, to the extent that any of these apply to you).
- **6.2.** The Company may also, from time to time, disclose such personal data in connection with the above purposes to third parties that provide products or services to the Company (such as financial services providers who administer employee benefits schemes and information technology systems support providers).

7. LEGAL CONSTRUCTION

- **7.1.** This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Company and shall be amended or modified only by written instrument signed by both parties hereto.
- **7.2.** This Agreement is personal in its nature and both parties shall not assign or transfer this Agreement or any rights, duties or obligations hereunder to a third party.
- **7.3.** If any of the terms and conditions stipulated in this Employment Agreement becomes or is held to be invalid, illegal or unenforceable in any respect under the law, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.



7.4. All terms and conditions of this Employment Agreement shall be construed under the laws of the Republic of the Philippines. With the exception of cases within the exclusive jurisdiction of the National Labor Relations Commissions (NLRC), all cases and claims arising from or in connection with this Employment Agreement, the venue of action or litigation shall be exclusively in Makati City, Philippines and the amount equivalent to twenty five percent (25%) of the amount claimed shall be due and demandable as attorney's fees.

8. Counterparts and Electronic Signatures

8.1. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement. The parties acknowledge and agree that this Agreement may be executed by electronic signature. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Pocusigned by:

Marlon Talusan

Country General Manager

Citco International Support Services — Philippine ROHQ

Agreed and accepted:

Paul John Encina

Appendix A

Systems Administrator

Philippines

About Citco

Citco is a global leader in fund services, corporate governance and related asset services with staff across 80 offices worldwide. With more than \$1 trillion in assets under administration, we deliver end-to-end solutions and exceptional service to meet our clients' needs.

For more information about Citco, please visit www.citco.com

About the Team & Business Line:

Proprietary software solutions and innovation are at the core of what differentiates Citco in the alternative investment space. Through our network of global development centres, Citco invests heavily in technology development, security, and infrastructure to ensure our clients continue to receive award-winning products that underpin our commitment to service excellence.

As a core member of our Product Development team you will work with dedicated professionals to ensure our clients maintain access to their critical information assets while keeping Citco ahead of industry trends.

Your Role:

In this role, the Kubernetes Administrator will support and administer Kubernetes environments to meet containerization strategies of the IT Operations team. This role will also focus on automation of deployment and configuration of the clusters (Infrastructure as Code). The role will work closely with Development Teams and Technology Managers to develop and deliver solutions.

The role will work closely with Development Teams and Technology Managers to develop and deliver solutions.

- Manage Kubernetes Platform
- Continuous improvement of all environments
- Work tightly with our customers, understand and capture their requirements
- Automate the provisioning of environments thru Terraform
- Troubleshoot problems and drive resolution of issues with minimal impact to our customers
- Ensure the platform complies with internal security requirements/policies

About You:

The successful candidate is an active open source and cloud-native community advocate. You must be passionate in coding and managing Kubernetes through Rancher. You have experience with managing services in AWS, GCP, Azure, or on premise. Experience and Technical Skills

- 7+ years of professional hands-on experience of working on distributed systems
- Experience managing Kubernetes infrastructure using Rancher Management Server or similar multicluster orchestration platform and with exposure to cloud vendor Kubernetes services such as EKS, GKE, AKS or open-source Kubernetes service like RKE2
- Extensive experience in automating tasks and infrastructure using orchestration tools Terraform and CloudFormation
- Experience using centralized logging systems (ElasticSearch, Fluentd, Kibana) and optimizing monitoring (Prometheus, Grafana)
- Excellent network topology & container networking background
- Strong background in Linux / Unix Administration
- Container storage management
- Good understanding of CI/CD pipelines (Jenkins, BitBucket SaaS)
- Prior experience in a 24/7 on call rotation supporting critical applications
- Strong organizational and time-management abilities
- Critical thinker with problem solving aptitude

Education

- Bachelors' degree in Information Technology or equivalent experience
- Degree in a relevant technical field; additional certification such as CKA (Certified Kubernetes Administrator) will be a plus.

Our Benefits

Your well being is of paramount importance to us, and central to our success. We provide a range of benefits, training and education support, and flexible working arrangements to help you achieve success in your career while balancing personal needs. Ask us about specific benefits in your location.

We recognize diversity as a source of organizational pride and strength. We have made it a priority to reflect our nation's evolving diversity in the people we hire, and the culture we create in our organization.

Citco welcomes and encourages applications from people with disabilities. Accommodations are available upon request for candidates taking part in all aspects of the selection.

Appendix B CITCO PHILIPPINES SUMMARY OF BENEFITS

Monetary Benefit	Particulars	
de Minimis Allowance	Non-taxable Benefits of relatively small value equivalent to a total of Five Thousand Five Hundred Pesos (Php 5,500.00) per month, pro-rated according to date of employment and separation; aimed at promoting health, good will, contentment, and efficiency among employees; paid out automatically every payroll. Allowance includes Clothing Allowance, Laundry Allowance, Medical Cash Allowance for Dependents, Rice Subsidy, etc.	
13 th Month Pay	Provided to all Individual Contributors; provided they have worked for at least one (1) calendar month during a calendar year. Employment commencing after the 1 st business day of December of any year will not be eligible to receive a portion of this bonus for the said calendar year. Benefit is equivalent to one (1) month Basic Monthly Salary at the time of payment, pro-rated according to the employee's number of months of service for the calendar year in consideration. This benefit is paid every 20 th of November payroll each year.	
14 th Month Pay	Provided to all Individual Contributors; <i>Provided</i> , (a) they have worked for at least one (1) calendar month during the calendar year <u>and</u> (b) they are active employees and should not have a pending notice of separation by the time of payment. Employment commencing after the 1st business day of December of any year will not be eligible to receive a portion of this bonus for the said calendar year; equivalent to one (1) month Basic Monthly Salary as of 31 December of each year, pro-rated according to the employee's number of months of service for the calendar year in consideration. This benefit is paid every 5 th May payroll immediately following the year of the intended bonus.	
Holiday Pay	Payment of the employee's regular daily salary for un-worked declared regular and special non-working Public Holidays; provided however, said employee is present or is on a leave of absence with pay on the business day immediately preceding the Public Holiday; applicable to all employees and is already integrated in the employee's basic salary.	
Premium Pay and Overtime Pay	Premium Pay is additional compensation for work performed within eight (8) hours on rest days and regular or special non-working Public Holidays; Overtime Pay refers to the additional compensation for work performed beyond eight (8) hours in a given day, regardless of the type of day it was rendered; Applicable to all Individual Contributors, except for employees on field work and members of the managerial staff.	
Premium Pay and Overtime Pay (cont.)	Premium Pay Rate Type of Day (First 8 hours of Work) Regular Day Not Applicable Premium Pay Rate (In excess of 8 hrs of Work) BHR x 125% x hours worked	

	Rest Day	BHR x 130% x hours	BHR x 169% x hours
		worked	worked
	Regular Holiday	BHR x 100% x hours	BHR x 260% x hours
		worked	worked
	Regular Holiday on	BHR x 260% x hours	BHR x 338% x hours
	a Rest Day	worked	worked
	Special Holiday	BHR x 30% x hours	BHR x 169% x hours
		worked	worked
	Special Holiday on	BHR x 150% x hours	BHR x 195% x hours
	a Rest Day	worked	worked
	*BHR = Basic Hourly F	Rate, computed as Month	nly Salary x 12 months / 261 days / 8
	hours		
Night Shift Differential	· ·	· ·	oyee's salary for each hour of work
	performed between 1	.0pm and 6am; applicable	to Individual Contributors, except for
	employees on field w	ork and members of the r	managerial staff.
Shift Allowance	Additional compensa	tion of 15% of an emplo	byee's salary for each hour of work
	performed from 10pr	n to 6am contingent to be	eing assigned on permanent or long-
	term Night Shift. Shou	uld employee be transferr	ed to another team where shift is no
	longer permanent or	long-term night shift, sa	aid employee loses eligibility to this
	allowance.		
Retirement Pay	Applicable to all empl	loyees regardless of empl	oyment band who have reached the
	retirement age of 60	year (for voluntary) or	65 years (for mandatory) and have
	served the company for	or at least five (5) years. Th	ne Retirement Pay shall be equivalent
	to one-half month sa	lary for every year of ser	vice, considering a fraction of six (6)
	months as one (1) wh	ole year.	
Multiemployer Retirement	All employees having	Regular Employment Sta	atus shall become a Member of this
Plan	Plan.		
			g from the effective date of the Plan,
			every month for the credit of each
			f the Member's Plan Salary.
			pers are not required to contribute to
			all have the option to voluntarily his Plan Salary every month up to a
			changes in the Member's voluntary
			e in accordance with Company policy
		nting guidelines thereon.	,
	b.1 Any chang	es to the employee volun	tary contributions can be made after
			bution to the plan. This includes:
		decrease of contribution	
	 Withdrawa 	al which will cover 100	% of the employee contributions
		vestment income earned	
Healthcare and Insurances	Particulars		

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HMO Coverage	All Individual Contributors regardless of employment status shall be covered by the HMO Program upon employment. The HMO program provides comprehensive coverage for hospitalization, out-patient health services, emergency care, dental services, and financial assistance. Maximum Benefit Limit (MBL) per illness per year shall be Php 165,000.00.
HMO Coverage for Dependents	Upon regularization, at most two (2) qualified dependents of Individual Contributors will also be covered by the company's HMO Program. The HMO program provides
	prorated coverage for hospitalization, out-patient health services, emergency care, and dental services.
Prescribed Medicines, Optical Care, and Vitamins Reimbursement	Provided to all local hired Individual Contributors for reimbursement of expenses related to prescribed medicines, optical care and vitamins for themselves. Entitlement shall be PhP5,000.00 (pro- rated on the first year of employment) per annum renewable every January 1 st of each year.
Group Life Insurance	All Individual Contributors regardless of employment status shall be covered by a Group Life Insurance coverage upon employment. The life insurance also carries a rider for Total and Permanent Disability (TPD) and Terminal Illness Benefit (TIB). Coverage shall be 24 x employee's Monthly Basic Salary (allowance not included).
Personal Accident Insurance	All Individual Contributors regardless of employment status shall be covered by a Personal Accident Insurance coverage upon employment. The Personal Accident Insurance provides additional benefit in case the incident leading to the death or disability of the employee is due to an accident. Coverage shall be 24 x employee's Monthly Basic Salary (allowance not included) and is on top of the Group Life Insurance.
Leave Benefits	Particulars
Vacation Leave (VL)	Fifteen (15) days vacation Leave credits per annum, prorated according to the employee's date of hire and date of separation; may be used from date of employment; a maximum of five (5) Unused VL credits at the end of each calendar year may be carried forward to the following year as Carry-over Leaves (COL) which must be used on or before the end of March of the year carrying the unused VL credits; Unused VL credits at the end of each calendar year in excess of five (5) shall be forfeited.
Sick Leave (SL)	At most twelve (12) days per annum, prorated according to the employee's date of hire and date of separation; specifically to be taken for purposes of recuperating from an illness; may be used from date of employment. SLs are non-cumulative, non-transferrable and non-convertible to cash.
Compassionate Leave (CL)	Special leave of at most three (3) days per event, subject to recommendation by immediate manager and approval of HR, provided specifically in the event of death or serious illness of an immediate family member, calamity or in the event of a domestic disaster. CLs are non-cumulative, non-transferrable and non-convertible to cash.
Hospitalization Leave	Employees who have rendered one (1) year of continuous employment may avail of paid hospitalization leave for critical illnesses or major injuries requiring hospital

	confinement of 5 days or more including recuperation period from such up to a maximum of forty five (45) working days cumulative per calendar year. This can be availed only if SL are already fully consumed including availment of the Special Leave for Women.
Other Mandatory Benefits Special Leave Benefits	Depending on circumstances and qualifications, the following mandatory special leave benefits may be provided to employees: - Maternity Leave (ML) –105 days (paid by Citco in lieu of the SSS Maternity Benefit) - Paternity Leave (PL) – 7 business days - Special Leave for Women (SLW) – 2 calendar months or 60 calendar days - Parental Leave for Solo Parents (SPL) – 7 business days
Special Leave Benefits (cont.)	Leave for Victims of Violence against Women and their Children (VAWCL) $-$ 10 business days
Benefits under the Social Security System (SSS)	Employees are also entitled to the following benefits from the Social Security Systems: - Sickness Benefit - Maternity Benefit - Disability Benefit - Retirement Benefit - Death and Funeral Benefit - Salary / Emergency Loan
Benefits under the Employee Compensation Program (ECP)	Employees are also entitled to the following additional benefits from Employee Compensation Program for work-related accidents: - Medical Services, appliances and supplies - Rehabilitation Services - Temporary / Permanent Total or Permanent Partial Disability Income Cash Benefit - Death Benefit
Benefit under Philhealth	Employees are also entitled to the health care financing benefit from the Philhealth.
Benefits under the Pag-Ibig Fund	Employees are also entitled to the following benefits from the Pag-Ibig Fund: - Provident Savings Program - Housing Loan Program - Multi-Purpose Loan