

[Company Logo]

EMPLOYMENT CONTRACT

MADE: _____ at _____

PARTIES:

EMPLOYER: {Company}, Domestic Corporation, with residential address at {Company Address}.

EMPLOYEE: {Employee Name}, Filipino, of legal age, with residential address at {Employee Address}.

RECITALS:

- A. The **EMPLOYER** is engaged in **business applications development**, offering advanced solutions and services to companies and organizations striving for a sustainable, competitive advantage.
- B. The **EMPLOYER** is in need of an employee to assume the duties and responsibilities of a {Position}.
- C. The **EMPLOYER** is willing to employ the **EMPLOYEE**, subject to the terms and conditions set forth herein.

IT IS AGREED:

I. EMPLOYMENT

D. The **EMPLOYER** hereby employs the **EMPLOYEE** as a {Position}.
and the **EMPLOYEE** hereby accepts and agrees to such hiring, engagement, and employment, subject to the control and general supervision, and pursuant to the orders, advice, and direction of the **EMPLOYER** and/or its client/s.

The **EMPLOYEE** shall be initially employed on a probationary basis, for a term of six (6) months commencing on {Start Date} and ending on {End Date}, unless sooner terminated for cause. During this six-month period, Employee agrees to work with the Company on a trial basis. Conversion to permanent status shall be determined on the basis of satisfactory performance, to be determined by the Company. In accordance with Philippine law, should Employee be made or otherwise suffered to work beyond this probationary period, Employee's engagement shall be automatically deemed permanent.

II. DUTIES AND RESPONSIBILITIES

The **EMPLOYEE** shall perform the following duties and responsibilities:

The **EMPLOYER** shall separately communicate a comprehensive list of employee duties and responsibilities.

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The **EMPLOYEE** shall perform such other duties as are customarily performed by one holding such position in other, same, or similar businesses or enterprises as that engaged by the **EMPLOYER**, and shall also additionally render such other and unrelated services and duties as may be assigned to the **EMPLOYEE** from time to time by the **EMPLOYER**, as the business exigencies may require.

The **EMPLOYEE** undertakes to perform the foregoing duties and responsibilities to the best of his abilities and to the reasonable satisfaction of the **EMPLOYER**. The **EMPLOYER** shall be the sole judge of the **EMPLOYEE's** performance of his duties and responsibilities under this Contract.

III. WORKING PLACE, DAYS AND HOURS

The **EMPLOYEE** shall work at the **EMPLOYER** premises, or in such other premises as may be designated, required or approved by the **EMPLOYER**, 5 days or at such other days as may be required by the **EMPLOYER**, from 8 hours or at such other hour of the day as may be mutually agreed upon by the parties.

IV. COMPENSATION AND BENEFITS

The **EMPLOYER** shall pay the **EMPLOYEE** as full payment for the **EMPLOYEE's** services under this Contract, gross compensation at the rate of {Rate}.

The **EMPLOYER** likewise grants the following benefits, subject to the conditions stated hereunder:

1. 13th MONTH PAY MANDATED BY LAW – equivalent to the **EMPLOYEE's** one (01) month gross compensation, less taxes, to accrue at the end of November, payable on the first week of December, provided that **EMPLOYEE** has served at least twelve (12) months of continuous service, otherwise the amount shall be pro-rated.
2. OTHER BENEFITS

In addition to the mandatory benefits required under the Labor Code of the Philippines and existing social legislation, the **EMPLOYEE** shall be entitled to the following benefits:

| | |
|-------------------------------------|--|
| Sick Leave upon regularization | 5 days or pro-rated |
| Vacation Leave upon regularization | 5 days or pro-rated |
| Birthday Leave upon regularization | 1 day |
| Compassionate/Bereavement Leave | 3 days |
| Emergency Leave upon regularization | 3 days |
| Maternity / Paternity Leave | To be given in accordance with the provisions of the Labor Code of the Philippines |

V. CONFIDENTIALITY

During the term of his/her employment with the **EMPLOYER** and within a period of three (3) years from its termination, the **EMPLOYEE** shall keep confidential, and not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, natural or juridical, in any manner whatsoever any information concerning any matter affecting or relating to the business of the **EMPLOYER** and/or its clients, including technology, and other systems, without regard to whether or not such matter will be deemed confidential, material or important.

Any breach of the terms of this Section shall be a material breach of this Contract.

VI. TERMINATION

Either party may terminate this Agreement without cause provided a written notice is served upon the other at least thirty (30) days before the effectivity of such termination. A party that terminates the Agreement without the notice required under the paragraph shall be liable for damages, in addition to any other liability imposed by other laws: provided, that where the employee terminates in breach hereof, the Employer shall be entitled to a sum equivalent to at least on (1) month salary, plus such other sums due it from the employee, and such damages that it may sustain by reason thereof.

Entitlement to separation and other benefits due to the employee, or the forfeiture thereof, shall be in accordance with the Labor Code.

In every case of termination, the Employer shall be entitled and the employee herewith gives its consent, to withhold any sums then due the employee until such time that the employee shall have settled its accountabilities to the Company, and/or to compensate or offset any such accountability against the sums withheld pursuant to this clause.

VII. RETURN OF EMPLOYER'S PROPERTY

Upon termination of this Contract for any reason, and upon the request of the **EMPLOYER**, the **EMPLOYEE** shall immediately return to the **EMPLOYER** all of the **EMPLOYER's** property provided by the Employer and used by the **EMPLOYEE** in the performance of his/her duties and responsibilities pursuant to this Contract, or otherwise in the **EMPLOYEE's** possession or under the **EMPLOYEE's** CONTROL.

All intellectual property (files, programs, applications, data, etc.) created by the **EMPLOYEE** within the course of his normal duties are owned by **EMPLOYER**.

VIII. EMPLOYEE DISCIPLINE AND SANCTIONS

The Employer reserves the rights to impose discipline among its employees for infractions penalized under the Labor Code of the Philippines, those identified in the Employer's Manual of Regulations, or those acts or omissions deemed detrimental to the Employer's business. Disciplinary action may consist of the following, imposed either singly or in combination: reprimand, suspension,

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termination, or any other such action as may be included in the Employer's Manual of Regulations, or issued from time to time: Provided that such acts or omissions and their corresponding sanctions shall be made known to the employee within a reasonable period before its effectivity. Without limiting the generality of the foregoing, the punishable acts and omissions and the sanctions imposable shall include those treated in this Clause.

- A. ***Breach of Trust and Confidence.*** Should the **EMPLOYEE** violate any of the provisions of this Contract or breach the **EMPLOYEE's** duty of trust to the **EMPLOYER**, the **EMPLOYEE** shall have the right to terminate this Contract without further obligation or liability.
- B. ***Cheating and Dishonesty.*** Any misrepresentation or concealment of the **EMPLOYEE** of his status or any material information, as well as other outright acts of cheating and dishonesty shall be subject to disciplinary action ranging from written reprimand to outright dismissal. The severity of sanctions shall depend on the gravity of the offense.
- C. Termination of employment under this Contract shall also include but not be limited to the following:
 - 1. The immoderate use of alcohol during Company time, or outside of Company time where such use adversely affects Employee performance, disrupts Company operations, or otherwise adversely affects the name, reputation or goodwill of the Company;
 - 2. The use of narcotics or prohibited drugs and substances;
 - 3. Culpable carelessness or negligence;
 - 4. Insubordination;
 - 5. Incompetence;
 - 6. Habitual absenteeism;
 - 7. Habitual tardiness;
 - 8. Indecency or immorality;
 - 9. Conviction of a criminal offense;
 - 10. Stealing, misappropriating or embezzling **EMPLOYER** funds or property;
 - 11. Deliberately condoning, tolerating, or participating in an offense committed by a subordinate;
 - 12. Gross or willful disrespect towards his superior;
 - 13. Failure to comply with periodically scheduled physical/medical examination;
 - 14. Failure to report to COMPANY whenever required; and
 - 15. Such other analogous cases

IX. ALL RIGHTS CUMULATIVE

No right or remedy conferred in this Agreement upon the **EMPLOYER** or reserved to the **EMPLOYER** herein shall be exclusive of any other right or remedy provided in this Contract, or provided or permitted under the law or in equity, but each such right shall be cumulative of every other right or remedy available to such party under this Contract or under law or in equity.

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X. MISCELLANEOUS PROVISIONS

The Contract shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party, except the extent incorporated in this Contract.

The parties agree to submit themselves to the jurisdiction of the courts of the Republic of the Philippines on any action, dispute, or special proceeding arising out of this Contract.

This Contract shall be governed by and construed in all respects according to the laws of the Republic of the Philippines.

No modification of the terms and conditions of this Contract shall be valid, unless the same is in writing and is signed by the duly authorized representatives of the parties.

Should a competent court declare any of the provisions of this Contract invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remaining provisions, which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and in the place first above-written.

EMPLOYER
By:

EMPLOYEE
By:

[Signature Over printed name]

[Signature Over printed name]

Signed in the presence of:

[Company Logo]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, a Notary Public for and in the above place, on _____ personally appeared the following:

| NAME | EVIDENCE OF IDENTITY | DATE ISSUED/PLACE ISSUED |
|-------|----------------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

known to me to be the same person who executed the foregoing Employment Contract and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument relates to an Employment Contract, consisting of 6 pages, including this page on which the Acknowledgement is written, which has been signed by the parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the date and in the place, first above written.

Doc. No.: _____;

Page No.: _____;

Book No.: _____;

Series of 2021.