



IBM Solutions Delivery, Inc.

5th Floor IBM Plaza, 8 Eastwood Avenue,
Eastwood City Cyberpark, E. Rodriguez Jr. Ave.
Barangay Bagumbayan, Libis
1110 Quezon City, Philippines
Telephone (632) 995-2473 Fax (632) 911-1370

Angelo Christian Sevileno
128 - C, Gremville Subdivision, Tandang Sora
Quezon City, Philippines 1116

Dear **Angelo Christian**:

I am delighted to invite you to join **(0891) IBM Solutions Delivery, Inc.** as **Application Developer: Microsoft .NET**, working with innovative professionals like you, who are relentless and passionate in designing and building solutions for the world's most difficult challenges – and in helping our clients do the same. IBMers aim high. We are always learning, sharing expertise, and working together to drive innovation. We are confident that you will thrive in our company of experts and make a difference.

As an IBMer, you can change the way the world works. It's what IBMers have been doing for more than 100 years. A new world is taking shape before our eyes, and what we do here is a big part of it. Most of the world's top banks, car companies and healthcare businesses are IBM clients. Seventy percent of the world's data is managed with our technology. Eighty percent of Fortune 500 companies use our cloud. There is simply no other company on earth where you can make more of a meaningful difference in this new era of cognitive computing, than at IBM.

Attached are the terms of your offer. Please don't hesitate to reach out to me if I can be of any assistance. I look forward to hearing from you soon and welcoming you to the team. Once you've accepted this offer, we'll send you additional information and resources to help you prepare for your future -- made with IBM.

Yours sincerely,

Marcus Benjamin J. Guzman
Country Talent Acquisition Leader, Philippines

Attachment to the IBM offer letter to **Angelo Christian Sevileno** for the **Exempt** position of **Application Developer: Microsoft .NET Band 6 A**, located in the **Philippines**.



August 6, 2019

Angelo Christian Sevileno

The main terms of your employment are set out below. Please note however that prevailing IBM company policies, guidelines and personnel manuals apply to you as well. IBM may issue workplace policies, guidelines and personnel manuals from time to time and these may be subject to change. You will be required to comply with any such policies, manuals and guidelines that apply at any time during your employment with IBM.

On your first day of employment, on **September 9, 2019**, please report to work at the time and venue as may be designated. Prior to the actual commencement of work, the Company retains the right (and you unconditionally declare your full awareness of these conditions and your consent thereto) to change the commencement date of your employment due to but not limited to the following: the principal has advised to defer / change the schedule of the training class; completion of the pre onboarding requirements, business need, change in transition timelines, etc.

1. REMUNERATION

Effective on your first day of employment, your gross basic/reference monthly salary is **Thirty-Five Thousand Pesos (Php 35,000.00)** per month, subject to Philippine taxes. The net amount will be paid out every 14th of each month.

2. HOURS OF WORK

You will observe the IBM work hours as defined by the business to meet operating requirements or business opportunities. There may be times you will be required to work beyond/outside the agreed schedule in order to fulfill your duties and address business need, including working on holidays and/or weekends. IBM reserves the right to change the work or shift schedule of the employee to meet operating requirements when necessary.

3. PLACE OF EMPLOYMENT

You may be transferred or assigned to work in any of IBM's official or designated business locations, including client site, thus, your full flexibility is expected at all times. Note that while in the employ of IBM, the company reserves the right to transfer employee to work in another location whether within or outside the country for business reasons. You are expected to complete your service at such location for the period of the transfer / assignment.

Your job responsibilities may involve domestic and/or overseas travel. If required, travel may be for an extended period. You will be eligible for travel expense reimbursement in accordance with the general IBM's Corporate Expense and Travel policies.

If you are transferred or assigned by IBM under a mobility program to a location outside the country with another entity in the IBM group of companies, the rules, regulations and conditions of service applicable to the entity in that location will govern you, unless otherwise specified.

4. NON SOLICITATION CLAUSE

During your employment with IBM and for one year after such employment ends for any reason (the "Period"), you shall not directly or indirectly: (a) hire, solicit or make an offer to any employee of IBM to be employed or perform services outside of IBM; or (b) solicit for competitive business purposes any customer of IBM with which you have been involved as part of your job responsibilities during the 12 month period prior to the end of your IBM employment.

Violation of this clause shall entitle the Company to seek injunctive relief and/or hold you liable for liquidated damages.

5. SALARY DEDUCTIONS AND WITHHOLDING OF REMUNERATION

The Company reserves the right at any time to require immediate repayment of any overpayments made by the Company to you or monies owed by you to the Company including but not limited to salary overpayments, expenses, any debts, unpaid corporate credit card payments, advances, etc.

To the extent permitted by law, the Company may recover any such overpayments or monies via deductions from your monthly salary in the event that you fail to repay the sums owed.

The rights reserved by the Company shall remain in force after the termination of your services with the Company and shall continue until such time as the debt has been paid in full.

6. NOTICE PERIOD AND TERMINATION

Regular employment is confirmed upon the successful completion of an initial **6-month** probationary period.

If you decide to resign from the Company during the probationary period or after regularization, you are required to serve a notice period of **60 days** until the effective date of resignation.

Your employment may also be terminated by IBM for just or authorized causes in accordance with law.

7. PRE-EMPLOYMENT REQUIREMENTS

This offer is contingent on the complete submission of your pre-employment requirements. You are expected to comply with the required documents before or on your on-boarding date at the latest. In the event that critical requirements cannot be submitted upon joining IBM, a Pre-employment Completion Agreement (PECA) should be signed to provide you reasonable time upon your on-boarding date to complete the documents. Failure to conform may result in rescission of the offer and/or termination of employment from the company.

8. VALIDITY OF OFFER

This offer is valid until **August 6, 2019**, after which it is considered null and void. To confirm your acceptance, please sign and return a copy of this document.

Yours sincerely,



Marcus Benjamin J. Guzman
Country Talent Acquisition Leader, Philippines

Accepted: _____ Date: _____

Name: _____ Start Date: _____