

## **PROBATIONARY EMPLOYMENT CONTRACT**

**Elephant in the Boardroom**, having its principal place of business in 4<sup>th</sup> Floor Megalife Building, Juan Luna St., San Vicente, Calapan City, Oriental Mindoro hereinafter referred to as "the EMPLOYER",  
and

**Andrei Ivan M. De Guzman**, presently living at Naujan, Oriental Mindoro hereinafter referred to as "the EMPLOYEE", hereby declare to have entered into this Probationary Contract of which the terms are as follows:

### **1. POSITION**

1.1 The EMPLOYEE is employed by the EMPLOYER as **Web Developer for Elephant in the Boardroom**.

### **2. Commencing Date, Type of Agreement & Notice Periods**

2.1 The EMPLOYEE shall be engaged by the EMPLOYER on probationary status for a period of six (6) months or One Hundred Eighty (180) calendar days commencing on **September 26, 2011** and ending on **March 26, 2012** ("Probationary Period"), unless sooner terminated for cause(s) provided by law or this Employment Contract. This employment is subject to the standards for regularization, which EMPLOYEE hereby acknowledged to have received and is aware of.

2.2 During the probationary period, the EMPLOYEE's performance shall be reviewed and evaluated in accordance with the EMPLOYER's standards for regularization to determine the EMPLOYEE's fitness and qualifications for the given position. Thereafter, should the EMPLOYEE be considered fit and qualified for the given position, he or she shall be considered a regular employee. In the event that the EMPLOYEE should fail to meet the standards of employment required of the position then this agreement may be terminated immediately by the EMPLOYER.

### **3. Termination of Probationary Employment**

3.1 The EMPLOYER may terminate the probationary employment of the EMPLOYEE for just or authorized cause and/or failure to meet the standards of employment made known to the EMPLOYEE prior to the commencement of this Employment Contract in accordance with applicable labor laws after due process and written notice.

3.2 The EMPLOYEE may terminate this Employment Agreement at any time by providing the EMPLOYER with at least one (1) month advance written notice of the EMPLOYEE's intention to resign. The EMPLOYEE shall thereafter return to the EMPLOYER any and all documents or properties of the EMPLOYER within the EMPLOYEE's custody prior to the effectivity date of resignation. The EMPLOYEE shall likewise clear all accountabilities to the EMPLOYER, if any, prior to the effectivity date of resignation.



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4<sup>th</sup> flr Megalife Bldg.  
J. Luna St., San Vicente, Calapan City,  
Oriental Mindoro

3.3 The EMPLOYEE shall be subject to a Training Bond of FIVE THOUSAND PESOS (Php5,000) if EMPLOYEE terminates his/her employment within TWO MONTHS (2) from his/her official Training start date.

#### 4. Disciplinary measures

4.1 By signing this Agreement, the EMPLOYEE hereby recognizes the right of the EMPLOYER to impose disciplinary measures or sanctions, which may include, but are not limited to, termination of employment, suspensions, fines, salary deductions, allowance reductions, withdrawal of benefits, loss of privileges, for any and all infraction, act or omission, in accordance with the EMPLOYER's Code of Conduct and relevant labor laws.

4.2 The EMPLOYEE acknowledge that he/she have read and understand the EMPLOYER's Code of Conduct. The EMPLOYEE agrees to comply with the terms of the Code of Conduct and understand that a violation of the Code of Conduct may be grounds for disciplinary action

#### 5. Confidentiality

5.1 The EMPLOYEE shall not disclose or divulge to any third party, during or after his/her employment, any confidential or proprietary company information that the Employee may have access to or knowledge of during the course of his/her employment. The EMPLOYEE agrees that if he/she violates the foregoing agreement, he/she will pay liquidated damages to the EMPLOYER in the amount of EIGHTY THOUSAND PESOS (Php 80,000).

#### 6. Voluntary Consent

6.1 The EMPLOYEE certifies that he/she has read the foregoing Agreement, and fully understood every word of it and its meaning and has affixed his/her signature hereunder voluntarily and freely with the full and complete knowledge of the meaning and intent of this contract and his/her rights under existing laws.

IN WITNESS WHEREOF, the parties hereto executed this Contract in Calapan City this 16<sup>th</sup> September 2022.

<p><b>Elephant in the Boardroom</b></p> <p><b>By:</b></p> <hr/> <p><b>Dianna Rose C. Matudio</b> Team Leader, Elephant in the Boardroom</p>	<hr/> <p><b>Andrei Ivan M. De Guzman</b> Employee</p>
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## ANNEX A

### Performance Evaluation

The Company Supervisor and/or Human Resource shall evaluate a probationary employee during the probationary period of employment based on the following standards for regularization:

Productivity	30%
Punctuality	20%
Observance of rules and regulations	20%
QA Scores	10%
Leadership and Initiative	10%
Attitude towards co-employee	10%
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	100%

In the event that the probationary employee should fail to meet the standards of employment required of the position, upon failing the evaluation (below 80%) for regularization, then the probationary employee may be terminated immediately by the Company.