### EMPLOYMENT AGREEMENT

This Employment Agreement (“*Agreement*”) is made and entered into as of {executionDate} in Manila, Philippines, by and between:

(1) **{employerName}**, {^isJuridical}Filipino, of legal age{/isJuridical}{#isJuridical}a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, represented by {representativeName}{/isJuridical}, with address at {employerAddress} (the “*EMPLOYER*”); and

(2) **{employeeName}**, {nationality}, of legal age, with address at {employeeAddress} (the “*EMPLOYEE*”).

The EMPLOYER and EMPLOYEE shall be collectively referred to as the “*Parties*”, and each a “*Party*”.

1. **POSITION**

The EMPLOYER hereby hires EMPLOYEE as {position} of the EMPLOYER in accordance with the terms and conditions of this Agreement, commencing on {startDate} (“*Start Date*”) until this Agreement is otherwise terminated (“*Term*”).

EMPLOYEE agrees to abide by all the EMPLOYER’s policies, rules, regulations, and instructions, as these may be issued or made from time to time, and make it his duty to know, understand and comply with them.

EMPLOYEE confirms and certifies that he (a) has the appropriate abilities and qualifications for the position in all respects; (b) has no existing medical condition that may affect his, and that he is physically and mentally fit for, work with the EMPLOYER; and (c) had not been and is not now involved in, or the subject of, any investigation, proceeding or prosecution for any criminal offense, misconduct or other inimical activity. EMPLOYEE agrees that his appointment may be terminated by the EMPLOYER if any of these representations are or become untrue.{#probationaryPeriod}

1. **PROBATIONARY PERIOD**

EMPLOYEE is subject to complete a probationary period of {probationaryPeriod} beginning on Start Date (the “*Probationary Period*”). The EMPLOYER, on the other hand, shall determine the EMPLOYEE’s suitability and/or fitness for regular employment in accordance with the standards and expectations stipulated in **Annex A**. Prior to the end of the Probationary Period, the EMPLOYER will evaluate the EMPLOYEE. In the event that the EMPLOYER finds, upon evaluation, that the EMPLOYEE has failed to show suitability and/fitness for regular employment, the EMPLOYER may, at its sole discretion, offer the EMPLOYEE an extended probationary period (“*Extended Probationary Period*”). Should the EMPLOYEE accept this offer of Extended Probationary Period, the EMPLOYER will again evaluate the EMPLOYEE’s performance as against Annex A, and the EMPLOYEE will be informed whether the EMPLOYER is offering regular employment prior to the end of the Extended Probationary Period.

For purposes of this clause, the EMPLOYEE acknowledges that the EMPLOYER had explained, and that the EMPLOYEE understood the standards and expectations for regularization under Annex A.{/probationaryPeriod}{#lockinPeriod}

1. **LOCK-IN PERIOD**

EMPLOYEE shall remain with the EMPLOYER for a period of {lockinPeriod} years from Start Date (“*Lock-in Period*”).{/lockinPeriod}

1. **JOB DESCRIPTION**

EMPLOYEE shall perform such duties set forth in **Annex A** and any additional tasks as the needs and direction of the EMPLOYER shall require. EMPLOYEE shall perform all duties and services hereunder in good faith and to the best of his ability to the satisfaction of the EMPLOYER.

EMPLOYEE agrees to work at the office of the EMPLOYER and/or at any other place the EMPLOYER may designate.{#placeOfWork}

1. **PLACE OF WORK**

EMPLOYEE’s normal place of work will be at {placeOfWork}. The EMPLOYER reserves the right to change this to any place within reasonable distance. The EMPLOYER also reserves the right to transfer the EMPLOYEE to another department/area of the EMPLOYER to do work of an equivalent nature.{/placeOfWork}{#isExclusive}

1. **EXCLUSIVITY**

EMPLOYEE shall exclusively work for the EMPLOYER and agrees not to engage in any other employment during the Term of this Agreement.{/isExclusive}

1. **COMPENSATION**

For all services rendered by EMPLOYEE to the EMPLOYER under and during the Term of this Agreement, the EMPLOYER shall pay EMPLOYEE the compensation set forth in **Annex B**. EMPLOYEE acknowledges and agrees that all payments of salary and benefits to EMPLOYEE shall be subject to withholding by the EMPLOYER of any taxes and such other amounts required to be withheld under the laws of the Philippines.{#isConfidential}

1. **CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

a. During his employment, EMPLOYEE may have access to confidential information (collectively, the “*Trade Secrets*”) consisting of the following categories of information concerning the EMPLOYER:

i. Financial information, such as information on earnings, assets, debts, prices, pricing structure, volumes of purchases or sales or other financial data;

ii. Supply and service information, such as information on goods and services, supplier’s names or addresses, terms of supply contracts, or of particular transactions, or related information about potential suppliers, to the extent that such information is not generally known to the public, and to the extent that the combination of suppliers or use of a particular supplier, though generally known or available, yields advantages to the EMPLOYER, the details of which are not generally known;

iii. Marketing information, such as, details about ongoing or proposed marketing programs or agreements by or on behalf of the EMPLOYER, sales forecasts or results of marketing efforts or information about impending transactions;

iv. Personnel information, such as information on employees’ personal or medical histories, compensation or other terms of employment, actual or proposed promotions, hiring, resignations, disciplinary actions, terminations or reasons therefore, training methods, performance, or other employee information;

v. Customer information, such as any compilation of past, existing or prospective customers, customers’ proposals or agreements with customers, status of customers’ accounts or credit, or related information about actual or prospective customers; and

vi. Technology and know-how information and data including any technical data relative to the manufacture, operations, repair, or maintenance of products, facilities and equipment of the EMPLOYER not generally known to the public.

b. The EMPLOYER and EMPLOYEE consider their relationship one of confidence with respect to the Trade Secrets. Therefore, during and after employment by the EMPLOYER, regardless of the reason for the termination of EMPLOYEE’s employment, EMPLOYEE agrees to:

i. Hold all such information in confidence and not discuss, communicate or transmit it to others, or make any unauthorized copy or use of such information in any capacity, position or business unrelated to that of the EMPLOYER;

ii. Use the Trade Secrets only in furtherance of proper reasons related to the EMPLOYER for which such information is disclosed or discovered; and

iii. Take all action that the EMPLOYER deems necessary or appropriate to prevent the unauthorized use or disclosure of or to protect the interests of the EMPLOYER in the Trade Secrets.

c. The foregoing provisions do not apply to:

i. Information that, by means other than EMPLOYEE’s deliberate or inadvertent disclosure, become well known or easily ascertainable to the public or to companies that compete directly with the EMPLOYER; or

ii. Disclosures compelled by judicial or administrative proceedings after EMPLOYEE diligently tries to avoid each disclosure and affords the EMPLOYER the opportunity to obtain assurance that compelled disclosures will receive confidential treatment.

d. Upon termination of this Agreement, EMPLOYEE shall immediately deliver to the EMPLOYER all printed and/or electronic copies of manuals, letters, notes, reports, files, documents and all other materials of a confidential nature under the control of EMPLOYEE. EMPLOYEE shall further return to the EMPLOYER all equipment, tools and devices that were entrusted to EMPLOYEE.{/isConfidential}{#nonCompete}

1. **NON-COMPETITION**

a. EMPLOYEE shall not, at any time, take any action or make any statement that could discredit the reputation of, or do damage to, the EMPLOYER or to any of its employees, customers, products or services.

b. During the term of this Agreement and for a period of {nonCompete} years after termination hereof, EMPLOYEE shall not, for any purpose, without the prior written consent of the EMPLOYER, own any part of, advise, counsel, assist or engage in, or be employed by, any business activity that competes, directly or indirectly, with the EMPLOYER or is similar in nature to the business in which the EMPLOYER is engaged.

c. During the term of this Agreement and for a period of {nonCompete} years after termination hereof, EMPLOYEE shall not, for any purpose, without the prior written consent of the EMPLOYER, own any part of, advise, counsel, assist, or be employed by, any customer of the EMPLOYER.{/nonCompete}

1. **ASSIGNMENT**

The EMPLOYER shall have the right to transfer or assign, directly or indirectly, any or all of its rights or obligations under this Agreement upon written notice to EMPLOYEE.

1. **TERMINATION / VIOLATION**

The EMPLOYER may terminate the employment of EMPLOYEE (a) upon the latter’s violation of any of the terms of, or any of the representations he made in, this Agreement; (b) upon the latter’s violation of any employment handbook or code of conduct of the EMPLOYER in place; and (c) upon any other grounds allowed by law.

EMPLOYEE agrees to give prior written notice to the EMPLOYER at least {terminationPeriod} days before he resigns from the EMPLOYER.

Upon termination, all duties and obligations of the EMPLOYER under this Agreement shall be extinguished and terminated in full. {#isConfidential}{#nonCompete}EMPLOYEE’s duties and obligations under Paragraphs 8 (Confidentiality and Disclosure of Information) and 9 (Non-Competition) shall survive termination of this Agreement.{/nonCompete}{/isConfidential}

1. **NOTICE**

All notices required by this Agreement or by law shall be in writing and shall be deemed duly served and given when personally delivered to whom they are directed or, in lieu of such personal service, by such alternative service as may be allowed under the Rules of Court, and addressed to the Party to whom notice is being given as follows:

If to the EMPLOYER:

{employerName}

{employerAddress}

If to EMPLOYEE:

{employeeName}

{employeeAddress}

Either Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Party in the manner prescribed herein.

1. **ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including its Annexes, contains the entire Agreement between the Parties and supersedes all prior oral and written agreements and statements between the Parties with respect to the subject matter hereof. No amendments, modifications or releases from any provision hereof shall be effective unless in writing and signed by both Parties.

1. **NO WAIVER**

Unless otherwise mutually agreed in writing, no departure from, waiver of, or omission to require compliance with, any of the terms hereof by either Party shall be deemed to authorize any prior or subsequent departure or waiver, or to obligate either Party to continue any departure or waiver.

1. **SEVERABILITY**

Any provision or part of this Agreement prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions or parts hereof.

1. **HEADINGS**

The headings of each paragraph herein have been supplied for convenience only and shall not be construed to have any binding legal effect whatsoever.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

For and on behalf of

**EMPLOYER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{representativeName}

**CONFORME:**

*I accept the foregoing terms and conditions of employment after the same have been fully explained to me.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{employeeName}

**ANNEX A**

**JOB DESCRIPTION**

EMPLOYEE shall:

1. [functions, duties and responsibilities];

**STANDARDS FOR REGULARIZATION**

EMPLOYEE’s regularization shall be subject to meeting the following:

1. [regularization standards];

**ANNEX B**

**COMPENSATION AND BENEFITS**

1. Salary **[Standard]**

For all services rendered by EMPLOYEE to the EMPLOYER under this Agreement, the EMPLOYER will pay EMPLOYEE a gross monthly salary of [amount], payable on the 15th and last working day of each calendar month.

It shall be understood that the above salary is the gross amount and, accordingly, is subject to the applicable withholding tax and other taxes and deductions, mandated by any applicable law.

It shall be understood that the above figures are the gross amount and, accordingly, is subject to the applicable withholding tax and other taxes and deductions, mandated by any government, which shall be remitted by the Company to the Bureau of Internal Revenue (“*BIR*”).

1. Commission **[Optional] or**

EMPLOYEE shall be entitled to a commission of [rate] of the total [monthly/annual] sales generated by EMPLOYEE as recorded by EMPLOYER (“*Sales Commission*”).

It shall be understood that the Sales Commission is subject to applicable withholding tax and other taxes and deductions, mandated by any government, which shall be remitted by the Company to the BIR.

Performance Bonus **[Optional]**

EMPLOYEE shall be eligible to be considered for a performance-based bonus as may be determined by the EMPLOYER in its sole and absolute discretion, taking into account factors including but not limited to the quality of the EMPLOYEE’s work and contribution to the EMPLOYER and the EMPLOYER’s financial position and performance.

1. 13th Month Pay **[Standard]**

In addition to the salary in paragraph 2 above, EMPLOYEE shall be entitled to Thirteenth Month Pay pursuant to Presidential Decree No. 851 payable at the end of each calendar year.

1. Paid Time Off **[Optional]**

EMPLOYEE shall receive the following paid time off:

1. [period] days vacation leave credits per year (“*Vacation Leaves*”). Such vacation leave credits shall not accumulate or carry-over from year to year and any unused vacation leave credits shall expire at the end of each calendar year.
2. Up to [period] days sick leave credits per year (“*Sick Leaves*”). Such sick leave credits shall not accumulate or carry-over from year to year and any unused sick leave credits shall expire at the end of each calendar year.

EMPLOYEE shall endeavor to schedule such vacations at such times and from time to time as to minimize disruption of the operations of EMPLOYER.

It shall be understood that any five (5) leave credits out of the Vacation Leaves or Sick Leaves or a combination of both are commutable to cash.

1. Service Vehicle **[Optional]**

The EMPLOYER shall obtain a car loan from a reputable bank to purchase a service vehicle, which shall be registered in the name of EMPLOYEE. The service vehicle to be provided by the EMPLOYER to EMPLOYEE shall be used by the EMPLOYEE in carrying out his duties and tasks under this Agreement for the benefit of the EMPLOYER. All expenses for maintenance, insurance and registration fees of EMPLOYEE’s service vehicle are for his own account.

In the event that this Agreement is terminated within the Lock-in Period, EMPLOYEE shall pay to the EMPLOYER the downpayment and the amortized amount already paid by the EMPLOYER for the service vehicle as of termination date. Further, upon termination of this Agreement, EMPLOYEE agrees to be the assignee of the EMPLOYER’s remaining obligation under the relevant car loan agreement or its amendments, if any.

1. Office Laptop **[Optional]**

The EMPLOYER shall issue an office laptop to EMPLOYEE, which shall be used by the EMPLOYEE in carrying out his duties and tasks under this Agreement for the benefit of the EMPLOYER.

1. Gasoline Allowance **[Optional]**

The EMPLOYER shall provide EMPLOYEE a monthly gasoline allowance of [amount], subject to liquidation with official receipts.

1. Communication Allowance **[Optional]**

The EMPLOYER shall provide EMPLOYEE a monthly communication allowance of [amount], subject to liquidation with official receipts.

[Option to insert others benefits?]