

November 15, 2022

Gabriel Lito Bobilles
Phase1B, Block1, Lot-10 Casamira South
Naga City, Cebu
Philippines
6037

EMPLOYMENT AGREEMENT

Dear **Gabriel Lito**,

Congratulations and Welcome to **EMAPTA Versatile Services Inc.**!

We are pleased to advise you of your appointment as **Senior QA Engineer (SS30 (Senior Professional Specialist))** for **EMAPTA Versatile Services Inc.**, which is to commence on **November 29, 2022**. We're proud to have you on board.

You shall be reporting to the Immediate Supervisor who shall discuss with you the performance expectations and standards as well as your scope of responsibility. Each of us will play a role to ensure your successful integration into the department and your **EMAPTA Versatile Services Inc.** family is here to make sure that you'll have a fruitful and productive year with your team.

The terms and conditions of your appointment are included in this packet. As **EMAPTA Versatile Services Inc.** believes that discipline is the foundation for organizational effectiveness and espouses professionalism, company policies and procedures are in place to ensure that the appropriate organizational climate is created for personal and professional growth and development. While these policies and procedures may be modified from time to time, you are expected to comply with these standards at all times.

1. EMPLOYMENT

As an employee of **EMAPTA Versatile Services Inc.**, you are expected to faithfully, diligently, and to the best of your skill, ability, and experience, perform all the duties required of your position and all other tasks as requested by the company that are reasonable and that are customarily performed by an individual holding a similar position in the industry. In carrying out these duties and responsibilities, you shall comply with all company policies, procedures, rules and regulations, both written and oral, as are announced from time to time. It is also understood and agreed upon that your assignment, duties and responsibilities and reporting arrangements may be changed by the company in its sole discretion without causing termination of this agreement.

2. PERIOD OF PROBATION

It is understood and agreed upon that the first **One Hundred And Eighty (180) days** of employment commencing on **November 29, 2022** shall constitute a probationary period, during which period the company may either notify you in writing that your services will be continued as regular employee or, terminate your employment for not meeting the performance standards imparted to you at the start of your employment.

During the period of your probation, your employment may be terminated due to just cause or authorized cause. Just causes for termination of employment include, but is not limited to, serious misconduct, gross and habitual negligence, fraud, breach of trust, or non-compliance with the Code of Conduct. Authorized causes for termination of employment include, but is not limited to, redundancy, retrenchment to prevent losses or

installation of labor-saving devices.

3. PERFORMANCE REVIEWS AND ASSESSMENT, AND TRAININGS

You shall be assigned to **Netop Business Solutions A S**, and your immediate superior will conduct training and coaching sessions relevant to your role and the business. To assess your skills, competence and suitability for the role, you shall undergo a series of performance evaluations within your probationary period. To determine your fitness for regular employment in the company, you will be assessed by your immediate supervisor on the 1st, 3rd and 5th month of your probationary period. Note that the performance review may be done more often or less often depending on the nature of your work, and requirements of our client. The Criteria for Performance Evaluation shall be that provided in **Annex A**.

If you pass your overall performance assessment within the probationary period, you shall be conferred with regular employment.

Upon regularization, the company shall implement periodic performance reviews and set Key Performance Indicators (KPI) to determine how you are progressing in the medium-term and long-term, while identifying areas of strength and areas for improvement.

For any training given to you by the Company, whether during the probationary period or thereafter, you will be required to stay with the Company for at least five (5) months ("Retention Period") after the training completion, in consideration of the cost of training incurred by the Company for knowledge transfer. Should the cost of training be more than the average incurred by the Company, the Company shall assess whether a Retention Period longer than five (5) months would be more appropriate and shall duly inform you of said longer period.

4. REMUNERATION

As full compensation for services rendered, you shall be remunerated monthly at the rate of **One Hundred And Five Thousand Pesos (Php 105,000.00)** subject to all applicable withholding taxes and statutory deductions **inclusive of a non-taxable allowance (de-minimis) amounting to Two Thousand Five Hundred Pesos (Php 2,500.00)**. All payments shall be made in accordance with the Company's existing policies and as required by law. You shall also receive the 13th month pay as mandated by the Philippine government subject to the provisions of applicable law.

All reasonable expenses arising out of employment shall be reimbursed assuming these expenses have been authorized prior to being incurred and with the provision of appropriate supporting documentation.

Be advised that your salary and other forms of compensation are confidential and, thus, you are forewarned not to divulge it to anyone. Salary shall be paid through a Company-endorsed payroll account with ATM card provision.

5. MANDATORY GOVERNMENT CONTRIBUTIONS

In accordance with Philippine Labor Laws, you are expected to comply with applicable mandatory government contributions such as the Social Security System, PhilHealth and the Home Development Mutual Fund (Pag-Ibig) through salary deduction which shall be withheld by **EMAPTA Versatile Services Inc.** on a monthly basis. The Company shall make the required employer contributions to the afore-mentioned agencies on your behalf.

6. DUTIES AND RESPONSIBILITIES

Your general function as **Senior QA Engineer (SS30 (Senior Professional Specialist))** includes but is not limited to

the job description of the position. The terms of reference for the position are subject to amendment at any time by **EMAPTA Versatile Services Inc.** and/or the Client/Account that you will be assigned to. The job description will form as integral part of this employment agreement as “**Annex B.**”

EMAPTA Versatile Services Inc. has the right to assign you to other duties consistent with your qualification or for which you become qualified through training or experience.

7. WORKING HOURS

Your work week schedule shall be based on a 40-hour per week minimum during **Monday to Friday (04:00 PM to 01:00 AM)** with an unpaid meal break of 60 minutes for each full shift or such other normal working hours as may be prescribed by the Company from time to time.

In addition to your regular working hours, you may be required to work for additional hours as may be necessary to fulfil your duties and responsibilities to the satisfaction of the company and the assigned Client. For officer level and above, your base salary covers such incidents and, as such, you are not entitled to additional remuneration for working outside the normal working hours. Further, the company strictly implements a No Work from Home Policy, unless requested or required by the client and/or your Immediate Supervisor. Proper documentation should be secured for attendance monitoring purposes.

8. LEGAL AND SPECIAL NON-WORKING HOLIDAYS

EMAPTA employees observe the Client-Country/Territory Specific Public Holidays. Employees are not expected to report for work on such territory-specific holiday unless a prior arrangement has been made by the Client and/or your Immediate Supervisor for attendance on such day/s. Employees agree to be on mandatory time off during said days and shall be required to document the absence by filing the same in the company's Attendance Management System. Employee may charge such absence to his/her available and accrued paid time off days.

Rank and file employees working on Philippine legal and special non-working holidays shall be paid with premium in accordance with the mandate of Philippine Law. Managers, officers, supervisors who work on said days are not entitled to premium pay but shall earn a Time Off in Lieu (TOIL) as an additional day off work.

9. PLACE OF WORK

You are not required to report regularly at the offices of the Company and has been granted to work from home permanently. However, when business exigencies require, the Company may oblige you to report to work at our offices. In this regard, when you visit the Company's offices, you may be required to sign and be issued a temporary identification badge like any other non-employee visitor and will be expected to adhere to the Company's Rules and Regulations while inside the Company's premises. Your designated Company office shall be located at 5th floor St. Francis Square, Julia Vargas Ave., Cor. Bank Drive Ortigas Center.

In line with this, you agree to be amenable to any work schedule, other jobs, and locations that may be presented by your Immediate Supervisor as business exigencies require. You may be temporarily detailed to a Subsidiary or Affiliate without additional compensation for such duration provided that you shall continue to receive your salary solely from the **EMAPTA Versatile Services Inc.**

As travel may be required during the course of your employment, you are expected to ensure that your passport and travel documents are in order. In cases where working outside the country is necessary, **EMAPTA Versatile**

Services Inc. or the Client shall cover your travel expenses in accordance with the **EMAPTA Versatile Services Inc.**'s or the Client's existing policies.

10. BENEFITS

As a full-fledged **EMAPTA Versatile Services Inc.** employee, you are paid for every day of the month including Saturdays, Sundays, legal and special non-working holidays. When work is performed on such days, the holiday premium will apply except for the officers and above who are entitled only to additional leave days.

You shall be entitled to the benefits mandated by law and in addition thereto, the current benefits being offered by **EMAPTA Versatile Services Inc.** to its employees, subject to existing policies and procedures.

Benefits Upon Hire:

a) Maternity Leave for Women

Female members of staff shall be granted maternity leave in accordance with relevant statutory provisions in force at the time. You may take reasonable time off work, **105 days of paid maternity leave benefit for normal** or Caesarean delivery, without loss of pay, to attend ante-natal care.

b) Paternity Leave

All legally married employees are entitled to 7 days leave after the birth of his child. This, however, applies only to the first four children (or miscarriages).

c) Night Differential

Employees working between the 10:00 PM and 6:00 AM shift are entitled to an additional 10% on their hourly rate. Applicable to Job Grades EL10, IP20, and SS30 only.

d) 13th Month Pay

The 13th Month Pay is one twelfth (1/12) of the basic salary of an employee within a calendar year. All employees are entitled to a prorated 13th Month Pay regardless of their position, designation, or employment status provided that they have worked for the Company for at least one month during the calendar year.

e) Health Maintenance Organization (HMO) Coverage

HMO Benefits can be used upon hire and with option to add 1 dependent. Payment of premium of additional dependent outside the coverage shall be at the expense of the employee.

Benefits Upon Regularization

a) 20 Leave Credits days per calendar year

Employees earn Leave Credits every payroll cut-off which may be used upon regularization and as approved by their Immediate Supervisor. Leave Credits are already inclusive of Service Incentive Leaves as mandated by law. Employees may use their Leave Credits for Vacation Leaves, Sick Leaves or Other Leaves such as Emergency Leaves.

At the end of the calendar year, unused SILs can be utilized until March 31st of the next calendar year. Maximum of 5 unused and unplotted service incentive leaves are convertible to cash on February 28 of the next calendar year.

Upon your separation with prior notice of 30 days, maximum of 5 earned and unused SIL allocation will be

convertible to cash and paid as part of your Final Pay. This benefit shall not apply in situations where the required 30-day notice period has not been met, except when the Company has voluntarily agreed to waive said notice period.

Be advised that **EMAPTA Versatile Services Inc. reserves the right to review these benefits on a regular basis and make adjustments as deemed appropriate**, provided that said modifications to the benefits are taken generally with respect to other employees and does not single out a specific employee.

11. TRANSFER AND NOVATION

You shall be assigned to our Client, **Netop Business Solutions A S**. However, should our client, **Netop Business Solutions A S** cease services with **EMAPTA Versatile Services Inc.** or reduce its volume of outsourced work. **EMAPTA Versatile Services Inc.** shall have the prerogative to assign or transfer you to any program or work station/ facility within **EMAPTA Versatile Services Inc.**, without demotion in rank or diminution of salary, benefits and other privileges and which is not unreasonable, or inconvenient, or prejudicial to you, for such period as maybe determined and whenever the operations thereof approve such assignment.

Further, if it is necessary for your employment to be absorbed by an **EMAPTA Versatile Services Inc.** affiliate, for operational reasons or for any other valid reason. **EMAPTA Versatile Services Inc.** shall ensure that:

- a) Your tenure with **EMAPTA Versatile Services Inc.** is recognized by the affiliate.
- b) Your employment shall be covered by the same terms and conditions in this Agreement.
- c) You shall receive the same salaries and benefits you are receiving from **EMAPTA Versatile Services Inc.** at the time of the termination of your employment with **EMAPTA Versatile Services Inc.**

If you are to be employed by an affiliate under the conditions set forth above, you shall execute and sign a Novation and Release Agreement with **EMAPTA Versatile Services Inc.** and the affiliate, in which **EMAPTA Versatile Services Inc.** shall be replaced by the affiliate as a party to this Employment Agreement.

12. REDUNDANCY

In the event that a redundancy becomes unavoidable, and upon receipt of a redundancy notice, you will no longer be required to report for work, except in cases when your assistance will be needed for a proper turn-over of your work, and/or settlement of your accountabilities.

During said 30-day notice period, **EMAPTA Versatile Services Inc.** shall endeavor to find another position with other clients or prospective clients where your education, training, skill sets, and other qualifications will be most suited, without demotion in rank or diminution of salary, benefits and other privileges and which is not unreasonable, or inconvenient, or prejudicial to you.

If **EMAPTA Versatile Services Inc.** finds such position, and there is a mutual agreement that you are willing to accept the role, you will be laterally transferred.

However, if **EMAPTA Versatile Services Inc.** does not find a similar or an equivalent position within its organization or you refuse to accept the later transfer, the termination of your employment due to redundancy shall proceed

on the date mentioned in the notice. Upon termination of your employment, you shall be paid your legally-mandated entitlements, such as, but not limited to, separation pay, proportionate 13th month pay and unpaid salaries and wages. All such entitlements shall be released to you upon your compliance with the Company's clearance procedures.

13. CODE OF ETHICS AND BUSINESS CONDUCT

EMAPTA Versatile Services Inc. believes that all employees are capable of conducting themselves in a professional manner to allow the organization to attain its goals. To ensure that appropriate behaviors and the right values are exhibited and reinforced in the workplace and a healthy work climate is created, you are expected to strictly abide by the Code of Conduct (COC) wherein the ideal and acceptable standards of behavior as well as deviations from these are defined.

Your employment with **EMAPTA Versatile Services Inc.** shall be subject to the highest work ethics and professional decorum. As such, you are reminded that engagement under this contract is a full-time appointment and you are expected to devote your 100% commitment, energy and attention to your Client's and **EMAPTA Versatile Services Inc.**'s business. You shall not, at any time during the duration of this contract and for a period of one (1) year immediately following the cessation of your employment (regardless of the reason for the end of employment) from **EMAPTA Versatile Services Inc.** or from any of the company's subsidiaries, directly or indirectly engage in, be employed by, manage, operate, render services for, carry on or participate in (whether as owner, partner, employee or consultant), any other trade, business or profession that the management, in its reasonable discretion, determines to be in conflict with the best interests of the company without the explicit written consent of **EMAPTA Versatile Services Inc.**.

Acts that shall constitute conflict of interest include, but are not limited to: 1) Applying directly to another Client within **EMAPTA Versatile Services Inc.**; 2) Starting your own company that provides similar services to similar clients as those of **EMAPTA Versatile Services Inc.**; 3) Working part-time for a company that offers the same service as **EMAPTA Versatile Services Inc.**; 4) Directly working part-time for a Client within **EMAPTA Versatile Services Inc.**; 5) Any other conduct that tend to compete with the business of, or services provided by, **EMAPTA Versatile Services Inc.**.

By signing this agreement, you likewise acknowledge that the Company, in exercising its management prerogative, may periodically make changes to its Employee Handbook, which are still covered in this Agreement. You hereby bind yourself to comply with all policies the Company will henceforth issue.

14. PERFORMANCE EVALUATION

Other than the performance evaluation for the purpose of your regularization, as provided for in Clause 3 above, your performance shall be reviewed quarterly as per **EMAPTA Versatile Services Inc.**'s policies and shall form the basis for promotions, merit increases and continued employment. The company reviews salaries on an annual basis and takes into account the cost of living, the overall performance of the business and the employee during the past 12 months and any relevant commercial considerations. The company makes no guarantees, however, that there will be a salary increase in any given year.

To qualify for regularization or to continue with the probationary employment, you are required to pass the performance evaluation, meet the behavioural standards, demonstrate competency and comply with the requirements of the position, among others.



15. NOTICE OF TERMINATION BY THE EMPLOYEE

Regardless of your employment status, you may resign from your post any time through a written notice to your manager provided you give management at least thirty (30) calendar days' notice prior to the effective date of separation. Failure to meet such requirement shall cause you to pay the Company in liquidated damages equivalent to thirty (30) days salary, as well as all training costs incurred and enumerated in the training agreement. You herein expressly authorize **EMAPTA Versatile Services Inc.** to deduct said amount of liquidated damages and other costs from your last pay, should you fail to comply with the 30-day notice requirement in case of your resignation. Any remaining balance must be settled immediately upon computation thereof by the Finance Department.

16. TERMINATION OF EMPLOYMENT BY EMAPTA Versatile Services Inc.

EMAPTA Versatile Services Inc. may terminate this agreement at any time for Just Cause, in accordance with company policies and provisions of the Philippine Labor Code and other applicable laws, without payment of any compensation except for any remuneration earned prior to the date of such termination. Just Cause, for the purposes of this Agreement, shall include the following:

- i) Any material breach of the provisions of this Agreement, that is tantamount to just cause, as defined by law;
- ii) Any gross neglect of duty;
- iii) Disregarding any wilful act of dishonesty or wilful neglect in the performance of duties;
- iv) Disregarding or disobeying any reasonable direction of Management;
- v) Any conviction of the employee of any indictable offence under the Civil Code of the Philippines and the Revised Penal Code;
- vi) Any misrepresentation or wilful failure to declare relevant information prior to employment, e.g., past employment history, academic performance, or any medical condition that renders the employee unable to effectively discharge his duties, notwithstanding the results of his pre-employment physicals;
- vii) Failure of the employee to have disclosed or to disclose to **EMAPTA Versatile Services Inc.** at the time of entering into the Agreement or hereafter, any material fact about himself which the employee knew or ought to have known would tend to bring himself or the company into disrepute; and
- viii) Any other act or omission of the Employee that constitutes just cause at law.

The Company reserves the right to implement random or pre-employment drug testing, and drug testing "For cause" as stated in the Company policies. Any employee found positive for illicit drug use for the first time shall be referred for treatment and/or rehabilitation in a DOH accredited center. Repeated drug use even after ample opportunity for treatment or rehabilitation shall be dealt with the corresponding penalties under Republic Act 9165 Comprehensive Drugs Act of 2002 and its Implementing Rules and Regulations and DOLE Department Order No. 53-03, and is a valid ground for dismissal.

In case your actions, at any time, constitute a serious breach of **EMAPTA Versatile Services Inc.** standards of behaviour, the company may terminate this Agreement and your employment, after compliance with the due process requirements of the law, without compensation.

Failure by **EMAPTA Versatile Services Inc.** to rely on the provisions of this section in any given instance or instances shall not constitute a precedent or be deemed a waiver of **EMAPTA Versatile Services Inc.**'s right to enforce its provisions at any time.



The company emphasizes that this Employment Agreement is co-terminus with the Client's (Netop Business Solutions A S) signed agreement with EMAPTA Versatile Services Inc.. Should the Client decide to pull-out the account, EMAPTA Versatile Services Inc. has the prerogative to transfer you to other accounts available taking into account your competency and qualification without demotion in rank or diminution of salary, benefits and other privileges; and which is not unreasonable, or inconvenient, or prejudicial to you, or to end this employment contract subject to existing laws and regulations.

17. CONTRACT BINDING AUTHORITY

Notwithstanding any other term or condition expressed in this Agreement, no representative of **EMAPTA Versatile Services Inc.** is authorized to enter into any contract, agreement or commitment, for or on behalf of the company that is contrary to what is stated in this appointment.

18. SEVERABILITY

Both you and **EMAPTA Versatile Services Inc.** acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, condition or provision of this Agreement is deemed invalid, void or unenforceable in any jurisdiction, it is the intent of both parties that such provision be reformed in scope to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement shall, in no way, be affected, impaired or invalidated as a result.

19. CONFIDENTIALITY AND NON-DISCLOSURE

During the duration of your employment or any time thereafter, you shall not disclose any information relating to the private or confidential affairs of **EMAPTA Versatile Services Inc.** to any person other than for the purpose of **EMAPTA Versatile Services Inc.** or as required by law. You agree that all company records, documents and assets in your custody or control are confidential in character, and shall be immediately surrendered to the Company if requested at anytime during the period of your employment or upon termination thereof.

You shall not, except in the proper course of your duties during the period of your employment, make use of any confidential information, and shall undertake your best efforts to prevent the publication or disclosure of the same. You shall disclose the confidential information only to your colleagues, superiors and advisers, or to the Company's representatives, who need to know such information for the foregoing purpose, it being understood that such person will be informed of the confidential nature of such information and instructed to treat the same confidentially in accordance with the terms of this Contract.

We reiterate that the highest standard of individual conduct in every aspect of our business and contractual relationship is expected from you at all times. It has always been company policy to give due consideration to, promote and protect the rights and feelings of others for the wellbeing of all concerned. In keeping with such policy, you are expected to treat all matters relative to the **compensation paid to you by the company as extremely confidential and refrain from divulging or discussing the same with anyone.**

You shall further observe your specific undertakings and responsibilities under the Intellectual Property, Confidentiality, Exclusivity, Non-Compete and Non-Solicitation Agreement attached herewith as **Annex C.**

20. SOCIAL MEDIA USAGE

You have the right to engage in personal social media activities to express your thoughts or ideas in your personal

time and using your personal equipment, so long as such activities are not performed on working time or while using **EMAPTA Versatile Services Inc.**'s computers, cell phones, personal digital assistants or other electronic communications equipment, and do not conflict with **EMAPTA Versatile Services Inc.**'s policies or business or harm the goodwill and reputation of **EMAPTA Versatile Services Inc.**

You may not:

- (a) disclose **EMAPTA Versatile Services Inc.**'s confidential information on social media sites;
- (b) make defamatory or harassing statements about **EMAPTA Versatile Services Inc.** or its related persons or entities;
- (c) defame **EMAPTA Versatile Services Inc.**, its activities or its related persons or entities;
- (d) use or reproduce the **EMAPTA Versatile Services Inc.** logo, website link or other **EMAPTA Versatile Services Inc.** information unless authorised in writing by **EMAPTA Versatile Services Inc.** to do so; or
- (e) use **EMAPTA Versatile Services Inc.**'s name or information in connection with the expression of any individual opinion or position unless authorised in writing by **EMAPTA Versatile Services Inc.** to do so.

Your social media content must reflect that it is your opinion or it is content that originated from you and must not imply any connection to or origination from **EMAPTA Versatile Services Inc.** (including without limitation the use of your **EMAPTA Versatile Services Inc.** e-mail address as the source of such communication) unless authorised otherwise in writing by **EMAPTA Versatile Services Inc.** to do so.

For the purposes of this Agreement, the term "social media" refers to on-line blogs, forums, chat rooms and social networking sites such as Yelp, Facebook, Twitter, LinkedIn, Pinterest and YouTube, as well as all other similar sites, communications or activities.

21. NON-SOLICITATION

During the course of your employment and for a period of one (1) year immediately following termination of your employment, you shall not:

- a) Directly or indirectly solicit, hire or retain or attempt to solicit, hire or retain, the services of any employee or independent contractor of **EMAPTA Versatile Services Inc.** on behalf of another business enterprise for any reason that may conflict with, replace or interfere with the contract between the company and such employee, nor shall you induce any employee or independent contractor associated with **EMAPTA Versatile Services Inc.** to terminate or breach an employment, contractual or other relationship with the company.
- b) Directly or indirectly, disclose to any person, firm or corporation, the names and contact details of any of the customers/Clients of **EMAPTA Versatile Services Inc.** or any other information pertaining to them. Neither shall you call on, solicit, take away or attempt to call on, solicit or take away any Client of the company on whom you have called or with whom you became acquainted with during the term of your employment, as the direct or indirect result of your employment with the company.

You shall further observe your specific undertakings and responsibilities under the Intellectual Property, Confidentiality, Exclusivity, Non-Compete and Non-Solicitation Agreement attached herewith as **Annex C**.

22. SECURITY AND DISCLOSURE OF EMPLOYMENT AGREEMENT

EMAPTA Versatile Services Inc. will take all reasonable actions to protect the employment contracts we hold from loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.

Contract information provided to us will be kept confidential, but you hereby consent and authorize us to provide a copy only to the Client to whom you are assigned, to promote transparency and to provide visibility of your employment rules of engagement and offer details. Nonetheless, we will take all reasonable steps to make sure that your employment contract used or disclosed is accurate, complete, not misleading and up-to-date.

23. COMMITMENT GUARANTY

We look forward to your acceptance of our Job Offer. Your acceptance of the Job Offer is also an indication of your commitment guaranty towards the Company, non-fulfillment of which **shall entitle the Company to institute appropriate legal actions against you.**

24. EMAPTA Versatile Services Inc. ENTITIES

In this agreement, “**EMAPTA Versatile Services Inc.**” means **EMAPTA Versatile Services Inc.**

25. ENTIRE AGREEMENT

This agreement, including all “Annexes,” represents the entire agreement between you and **EMAPTA Versatile Services Inc.**, and there are no further items or provisions, either oral or written. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect, this shall supersede any pre-existing employment agreements between both parties and any obligations and liabilities still in effect from that agreement are void and no longer enforceable after execution of this Agreement

Please indicate that you have understood and agreed to the abovementioned terms and conditions of employment by signing on the space indicated below and returning a copy accordingly.

We take this opportunity to welcome you to the **EMAPTA Versatile Services Inc.** family and look forward to a long, successful and beneficial working relationship with you.

Bobiller

**Gina Kathlea Cruz**

Head of People and Culture - PH

CONFORME:

I, **Gabriel Lito Bobilles** hereby confirm that I have read, understood and agree with all of the above terms and conditions set forth by **EMAPTA Versatile Services Inc.**, including the contingency of this Job Offer *on the favourable result of my Background Check, Pre-Employment Requirement completion and Pre-Employment Medical results.*



Gabriel Lito Bobilles

(Signature over printed name)

November 15, 2022

Date

ANNEX "A"

CRITERIA FOR PERFORMANCE EVALUATION

The purposes of employee performance evaluation are as follows: (1) to assess the employees' performance regularly during the probationary period and to determine his/her suitability or fitness for regular employment; (2) after regularization, to evaluate employees' performance and to assist employees in developing and improving their skills; and (3) to ensure a standard of acceptable employee performance throughout the employees' employment with the Company. For each regular appointment an employee holds, his ongoing performance shall be evaluated at least once a year by an identified Performance Evaluator. A copy of any written evaluation must be provided to the employee prior to discussion of the evaluation.

a) Skill and Job Competence

The employee must demonstrate knowledge and understanding of the nature, details, and demands of assigned tasks. He must be able to exhibit ease in learning the rudiments of the job and in understanding instructions. The employee may possess job knowledge that is well beyond what is normally acceptable as demonstrated by his thorough understanding of how to perform regular work assignments as well as how those assignments relate to other areas.

b) Attendance and Punctuality

The employee consistently adheres to assigned work schedule by arriving, beginning work, stopping work, and departing from work premises as scheduled. During the work period, he arrives at meetings, work sites, etc. on time or slightly ahead the scheduled time. He also makes appropriate notification when delays to arriving to work on time is unavoidable. He is consistently regarded as a reliable employee.

c) Attitude

The employee takes pride in achieving **EMAPTA Versatile Services Inc.**'s mission. He accepts responsibility for all areas of the job and goes above and beyond expectations to do the best job he can. He displays professionalism in his approach to work while meeting changing conditions and situations in work responsibilities easily and positively. The employee accepts constructive criticism and suggestions and shows a positive outlook towards the company's business/ operations, beliefs, and concerns, as well. Treats others with kindness, civility and respect and maintains objectivity in situations of conflict.

d) Discipline

The employee adheres to ethical principles that reflect the highest standards of organizational and individual behaviour. He strictly complies with company policies, processes and regulations and strives to help create a healthy work environment that encourages productivity and proactivity. The employee is perceived as confident, self-disciplined, and diplomatic; he maintains composure and effectiveness even under pressure and generally influences others to maintain constructive attitude.

e) Work Quality

The employee accomplishes all objectives and responsibilities, even under adverse conditions, and is willing to go the extra mile to achieve desired results. He performs tasks and duties competently and accurately and does work thoroughly in a reasonable amount of time. The employee is a smart worker who earns trust by being dependable and consistent; he exhibits attention to detail and faithfully complies to **EMAPTA Versatile Services Inc.**'s quality

standards.

f) Attitude Towards Co-employees and Superiors

The employee works and relates well with others, shows respect to superiors, colleagues, co-employees, as well as to other people he deals with in the discharge of his responsibilities. He actively promotes harmony, responds appropriately to feedback and offers ideas for improvement that are usually well received and normally result in process improvements and productivity. The employee consistently volunteers to help others within his group as work schedule permits and contributes positively to resolution of conflict or problem encountered.

Bobilles

ANNEX "B"

NAME : Gabriel Lito Bobilles

TITLE/ STATUS : Senior QA Engineer (SS30 (Senior Professional Specialist))

WORK LOCATION : 5th floor St. Francis Square, Julia Vargas Ave., Cor. Bank Drive Ortigas Center

ACCOUNT : Netop Business Solutions A S

JOB DESCRIPTION AND RESPONSIBILITIES:

The **Senior QA Engineer (SS30 (Senior Professional Specialist))** shall make available his services, knowledge, training and skill to **EMAPTA Versatile Services Inc.** and agree to undertake the following responsibilities:

Responsibilities:

- Analyse requirements.
- Detect, report, and track defects in the applications.
- Create test cases
- Develop automated testing scripts
- Work as a member of the development team throughout the development process and ensure that acceptance criteria and quality standards are met.
- Configure test environments on multiple platforms.
- Perform Black Box Testing for the application.
- Help developers track and resolve problems.
- Maintain test cases and automated scripts to cover the test scenarios

OTHER RESPONSIBILITIES

- a) Perform to the best of his/ her abilities all functions, duties and responsibilities to be assigned by the Company in due course;
- b) Comply with the orders and instructions given from time to time by the Company through its authorized representatives;
- c) Perform any other administrative or non-administrative duties as assigned by any of the Company's representatives from time to time through direct written order or by verbal assignment.



ANNEX "C"

INTELLECTUAL PROPERTY, CONFIDENTIALITY, EXCLUSIVITY, NON-COMPETE and NON-SOLICITATION AGREEMENT

In consideration of the employment by **EMAPTA Versatile Services Inc.** or by any parent, subsidiary, or affiliated company of **EMAPTA Versatile Services Inc.** ("The *Employer*"), **Gabriel Lito Bobilles** (The "*Employee*") hereby agrees as follows:

This Agreement is supplemental to the contract of employment between the employer and the employee, bearing the same date as this Agreement.

1. GENERAL ACKNOWLEDGEMENTS

EMAPTA Versatile Services Inc. possesses, or may in the future possess, certain valuable trade secrets, proprietary data and confidential information that has been created, discovered or developed by, or has otherwise become known to, the company (including, without limitation, information created, discovered, developed by or made known to any employee in the course of his or her employment by the company), or in which **EMAPTA Versatile Services Inc.** has proprietary rights (whether by license, assignment or otherwise). All such information, whether known on the date hereof or become known hereafter, is collectively referred to as "Confidential Information." This term shall include, without limitation, trade secrets, unpublished patent applications, processes, formulae, data, know-how, discoveries, developments, designs, improvements, inventions, techniques, laboratory notebooks, marketing, research and development, business development plans, financial information, regulatory filings and correspondence, strategies, forecasts, new products, software, software documentation, unpublished financial statements, budgets, projections, contract terms, licenses, prices, costs and customer and supplier lists. The term also encompasses the affairs of the Company, Client Accounts, joint venture companies or other organizations to which **EMAPTA Versatile Services Inc.** may have an interest (equity or otherwise) in or be held responsible for (collectively, "the Company"), including (without limitation) the terms of your employment with the Company, and any information which reasonably appears to be confidential, except such information as is or has become public knowledge otherwise than through your neglect or breach of your employment contract. "Confidential Information" shall not include information (i) in the public domain by publication through no fault of the Employee; or (ii) lawfully received by the Employee from a third party who was under no obligation of confidentiality with respect thereto. In view of this Agreement, the Employee acknowledges that it is reasonable and necessary for the protection of the goodwill and Confidential Information of the Company that he/she undertake the obligations contained in this Agreement regarding his/her conduct during and subsequent to his/her employment by the Company.

2. INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

a) Trade Secrets - Proprietary Information Agreement

The protection of **EMAPTA Versatile Services Inc.**'s proprietary information and intellectual property rights, as well as its Clients', is critical to the company's success. In line with this, you shall not use or disclose the company's proprietary information without proper authorization or for private advantage during the period of employment or anytime thereafter. You shall respect and refrain from infringing the intellectual property rights of others.

You shall not, during or after termination of your employment with the Company, without the prior written consent of the Company:



- Disclose or permit the disclosure of Confidential Information to any person or body not authorized to receive such information; or
- Use for yourself or on behalf of any third parties, any Confidential Information obtained in the course of or as a result of your employment or otherwise.

For the avoidance of doubt, the Employee agrees that the Employee will not impart to subsequent employers any information to be held by the Employee in confidence as defined above.

b) Ideas, Inventions and Written Materials

For purposes of definition, the term “Ideas and Inventions” includes, without limitation, inventions, technical developments, trademarks, designs, formulae, processes, documents, computer programs, data, written material and other copyrightable works, customer lists, financial data, and other competition-sensitive information.

- Disclosure and Assignment of Rights. You agree to disclose to the company Ideas and Inventions which you conceive, develop, or make solely or in conjunction with others and which relate to the business of **EMAPTA Versatile Services Inc.** Furthermore, you agree to assign to **EMAPTA Versatile Services Inc.** complete ownership of all such Ideas and Inventions together with ownership of all patent applications, patents, trademarks, and copyrights (Philippines and foreign) which the company may desire to secure with respect to such Ideas and Inventions.
- Disclosure of Prior Ideas and Inventions. Within forty-eight (48) hours after execution of this Agreement, you shall identify in writing to **EMAPTA Versatile Services Inc.** any idea, invention, work of authorship or other information or material which might arguably come within the scope of the definition of “Ideas and Inventions” above, and to which you claim ownership or exclusive rights. You shall be presumed not to have intellectual property rights in such material which you fail to so identify.
- Written Materials. You agree that all writings, including without limitation, program codes, diagrams, charts, drawings, and documentation manuals of any kind that you produced and related in any way to your work for **EMAPTA Versatile Services Inc.** are works produced for hire and are the property of company. To the extent any such writing may not, by operation of law or otherwise, be a work made for hire, you shall hereby assign to **EMAPTA Versatile Services Inc.** the ownership of copyright in such works, whether published or unpublished.
- Assistance. Relative to this section, you agree to assist **EMAPTA Versatile Services Inc.** in every possible way to obtain for the company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Inventions in the Philippines and other countries. You shall execute relevant documents that the company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Your obligations under this paragraph will continue beyond the termination of your employment with **EMAPTA Versatile Services Inc.**, provided, however, that the company will reimburse you for reasonable out-of-pocket expenses you actually spent at the company’s request with respect to providing such assistance after your employment. You shall likewise appoint a representative or designee endorsed by **EMAPTA Versatile Services Inc.** as your attorney-in-fact to execute any documents on your behalf for the purpose of providing any assistance anticipated
- For the purpose of this Agreement, an invention is deemed to have been made during the period of an employee’s employment if, during such period, the invention was conceived or first actually reduced to practice, and the employee agrees that any patent application, if there is any filed within a year after termination of his employment, shall be presumed to relate to an invention which was made during the term of the employee’s employment unless he can provide evidence to the contrary.

c) **Copyrights**

All copyrightable works you prepared and developed within the scope of your employment shall be considered works made for hire. As such, **EMAPTA Versatile Services Inc.** shall own all rights under copyright in and to such works, and the company shall be considered the author of such works. If, and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that you prepare during working hours or using **EMAPTA Versatile Services Inc.**'s resources, you shall hereby irrevocably assign to **EMAPTA Versatile Services Inc.** all rights, title, and interest in and to said work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, you shall hereby irrevocably and unconditionally waive all enforcement of those rights to the maximum extent permitted under applicable law.

3. **EXCLUSIVITY AND NON-COMPETE AGREEMENT**

- a) **Exclusivity.** Under this Agreement, you shall render true and faithful service and religiously perform your duties to the best interest of **EMAPTA Versatile Services Inc.** and the Client you will be assigned to. You agree to abide by the Company's policies and to refrain from engaging in any activity that conflicts with or adversely affects performance of your duties under this agreement and that is prejudicial to the interest of the company and your Client. You shall not accept any other employment, whether as an executive, officer, consultant or in any other capacity, compensated or otherwise, without the prior written consent of Management.
- b) **Non-Compete.** During the term of your employment with **EMAPTA Versatile Services Inc.** and one (1) year following the termination of your employment (the "Non-Compete Period"), you shall not, directly or indirectly, without the written authority from **EMAPTA Versatile Services Inc.:**
- i) Be employed by the Client or another company or business on behalf of the Client;
 - ii) Engage in and/or be employed by any business (as officer, manager, officer, staff, consultant, agent, independent contractor, advisor, or otherwise) which competes or is likely to compete with the activity or business of **EMAPTA Versatile Services Inc.**, its subsidiaries, affiliates;
 - iii) Establish a business, obtain an interest in a business, or otherwise engage in and/or be employed by a business that is involved in, or will be involved in, directly or indirectly as **EMAPTA Versatile Services Inc.**
- c) **Liquidated Damages.** In the event you breach this clause, you agree to be liable to **EMAPTA Versatile Services Inc.**, in addition to any other amount of damages that it may be entitled to recover from you because of the breach, for liquidated damages in the amount of P500,000.

4. **RETURN OF CONFIDENTIAL INFORMATION AND COMPANY PROPERTY**

You agree to return all Confidential Information and/or Trade Secrets within three (3) calendar days following the termination of your employment or at the request of **EMAPTA Versatile Services Inc.** at any time during the course of your employment. If you maintain Confidential Information and/or Trade Secrets in electronic form on any computers or other electronic devices owned by you, you agree to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of employment with **EMAPTA Versatile Services Inc.** Likewise, you agree to return all company property in your possession at the time of termination of your employment with the Company. While this list is not exhaustive, this may include all documents, records, tapes, memoranda, reports, files, samples, books, correspondence, lists, and other media of every kind and description relating to **EMAPTA Versatile Services Inc.**'s business and its Clients and Prospects, and any copies thereof, in whole or in part. All this shall remain the sole and exclusive property of **EMAPTA Versatile Services Inc.**

5. **NON-SOLICITATION AGREEMENT**

Bobilles

The obligation of Non-Compete and Non-Solicitation is applicable in the Philippines, Australia, its territories and any other country where you worked for, your assigned Client or Account is and where you represented **EMAPTA Versatile Services Inc.**. This shall commence upon acceptance of your Employment Agreement from **EMAPTA Versatile Services Inc.** and shall subsist one (1) year after the termination date of your employment. During the said period, you shall not, directly or indirectly:

- a) Solicit the patronage of any person connected with **EMAPTA Versatile Services Inc.** or any of its Clients with whom you had contacts or dealings with during the one-year (1) period immediately preceding the termination date of your employment with the company;
- b) Employ, solicit for employment or recommend to a person or entity that they employ or solicit for employment, any employee of **EMAPTA Versatile Services Inc.**, its Subsidiaries, Affiliates or Customers/Clients;
- c) Solicit the Customers of or deal with any individual or legal entity connected with the Company at any time during the one (1) year period preceding the termination date of your employment; and
- d) During and within one (1) year after your employment with **EMAPTA Versatile Services Inc.**, entice any employee to leave the Company's employment for the purpose of violating that Employee's non-compete clause.

Further and relevant to this Agreement:

- a) You represent that your experience, capabilities and circumstances are such that these provisions shall not prevent you from earning a livelihood; and that the limitations set forth herein are reasonable and required for the adequate protection of **EMAPTA Versatile Services Inc.**;
- b) You acknowledge that **EMAPTA Versatile Services Inc.** may suffer damages if you breach your obligations in any of the sections above. In such event, you agree to compensate the Company with liquidating damages in the amount equivalent to fifty percent (50%) of your most recent annual salary. If such liquidating damages are not sufficient for actual damages, the Company shall have the right to avail itself of other remedies provided by law, including injunctive or other equitable relief.
- c) You acknowledge that the duration, extent and application of the restrictions set out in this agreement are no greater than is reasonably necessary for the protection of the interests, goodwill and confidential information of **EMAPTA Versatile Services Inc.**.

If a court of competent jurisdiction declares any part of any of the restrictions contained in this agreement to be unenforceable as an unreasonable restraint of trade, you and **EMAPTA Versatile Services Inc.** hereby acknowledge and agree that the court is empowered to amend or reform this agreement so that it becomes enforceable.

You further acknowledge that **EMAPTA Versatile Services Inc.** is likely to have entered into a separate restraint with its Client/s consistent with this agreement.

6. WAIVER AND AUTHORITY TO VERIFY

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act. Finally, this Waiver and Authority shall be used only for the purpose for which it is intended and will not be used after the expiration of the period of your compliance.



7. GENERAL

- a) This Agreement may not be nullified or terminated except by an instrument in writing signed by an officer of **EMAPTA Versatile Services Inc.**
- b) If any provision of this agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.
- c) The expiration or termination of the Employee's employment with the Employer howsoever arising shall not affect the provisions of this Agreement which are expressed to operate or have effect thereafter.

8. CONFORME:

PRINTED NAME OF EMPLOYEE

: Gabriel Lito Bobilles

SIGNATURE

: *Bobilles*

DATE

: November 15, 2022