

CONTRACT OF EMPLOYMENT

This Agreement entered into this September 6, 2021 at Pasig City Philippines, by and between:

NEWIN COCKERS ALLIANCE GAMING CORPORATION (NCA). a company duly organized and registered under the law of the Philippines; with principal office address at Narsan Building, W 4th, Quezon City herein represented by its AUTHORIZED REPRESENTATIVE, **ATTY. JESSE P. MATIBAG**, herein referred to as the **"EMPLOYER"**.

KING DRANREB LANGUIDO of legal age, with address at # 225 Scorpion Street, Palar Village, Taguig City, I herein referred to as the **"EMPLOYEE"**.

1. WHEREAS, the EMPLOYER is a corporation engaged in type of business;
2. WHEREAS, the EMPLOYEE has qualified in the pre-employment requirements conducted by the EMPLOYER;
3. WHEREAS, the EMPLOYER is interested in engaging the services of the EMPLOYEE as **SYSTEM DEVELOPER**.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. EMPLOYMENT

Subject to the result of pre-hiring medical examination, the EMPLOYER agrees to employ EMPLOYEE and EMPLOYEE agrees to remain in the employ of EMPLOYER under the terms and conditions hereinafter set forth.

2. JOB TITLE AND DESCRIPTION

The EMPLOYEE's employment is as **SYSTEM DEVELOPER**.

3. PROBATIONARY PERIOD OF EMPLOYEMENT

The EMPLOYEE is probationary employed for a period of 5 months or 150 calendar days beginning on September 6, 2021. Prior to the expiration of the EMPLOYEE's, he/she shall notify in writing if he/she qualified as a regular EMPLOYEE.

4. EVALUATION

The EMPLOYER will evaluate EMPLOYEE's performance during the period. The EMPLOYEE's immediate superior shall make evaluation or such other representative appointed by the EMPLOYER. The evaluation of the EMPLOYEE shall be made in writing. The EMPLOYEE agrees that it is the prerogative of the EMPLOYER to evaluate his/her. If the EMPLOYEE fails to meet the standards for regularization set forth by the EMPLOYER, the EMPLOYER may terminate this Contract in accordance with procedure by law or any applicable rules and regulations.

5. COMPENSATION

The EMPLOYEE will be paid a basic salary of Php 35,000.00 per month in Philippine Currency payable every end of the month. The EMPLOYEE's salary will be paid either through ATM, in check, in cash, by a bank

or by postal transfer, from which shall be deducted, where applicable, the EMPLOYEE's SSS, PHIC & HDMF

BASIC (TAXABLE INCOME)	35,000.00
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Contribution, Withholding Tax, and other government mandated deductions. Such rate does not include payment for OT during regular, rest day or holidays.

6. WORK HOURS

The EMPLOYEE shall work for a period of eight (8) hours per day from Monday to Saturday. In case of unusual volume of work, the EMPLOYEE may require to work during weekends. Management prescribes the work schedule, and it reserves the right to change the schedule as it may deem necessary to meet operational requirements.

7. ASSIGNMENT OF TASK

On signing this Contract, the EMPLOYEE recognizes EMPLOYER's right and prerogative, to assign and re-assign him/her to perform such other tasks within EMPLOYER's organization, in any branch or unit, as may be deemed necessary or in the interest of the service.

8. MEDICAL/DRUG TEST

By signing this contract, the EMPLOYEE consents and agrees to, upon request from the EMPLOYER, undergo at a government accredited institute to be nominated by the EMPLOYER, a medical/drug tests at the expense of the EMPLOYEE. This is to be carried out for the purposes of determining the EMPLOYEE's physical and mental fitness to perform the functions of his/her job.

9. COMPANY RULES AND REGULATIONS

All existing as well as future rules and regulations issued by the EMPLOYER are hereby deemed incorporated with this Contract. The EMPLOYEE recognizes that by signing this Contract, he/she shall be bound by all such rules and regulations, which the EMPLOYER may issue from, time to time.

10. DISCIPLINARY MEASURES

On signing this Contract, the EMPLOYEE hereby recognizes the EMPLOYER's to impose disciplinary measures or sanctions, which may include, but are not limited to termination of employment, suspensions, fines, salary deductions, withdrawal of benefits, loss of privileges, for any and all infraction, for any and all infraction, act or omission, irrespective of whether such infraction, act or omission constitutes a ground for termination.

11. CONFIDENTIALITY POLICY

EMPLOYEE will not, at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever, any information of any kind, nature or description concerning any matters affecting or relating to the business of employer, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other details of any kind, nature or description with regard to whether any or all of the foregoing matters would be deemed confidential, material or important.

NCA and the EMPLOYEE are in, or entering into, an employment relationship. In the course of that relationship, the EMPLOYEE may gain access to confidential information and other valuable and protectable information of NCA the EMPLOYEE agrees to deal with confidential information in

accordance with the terms of this agreement. This agreement provides what is confidential information? Confidential information includes: Information relating to NCA's business. This includes trade secrets; financial information; customer and supplier lists and information; information relating to the management, personnel, strategies or policies of NCA and systems processes, methods, pricing and products of NCA. b) Information created or developed by the EMPLOYEE. This includes strategies, correspondence, reports, articles and other documents, artwork plans, designs, software and discoveries. c) Information supplied by, relating to or confidential to any other persons. d) Information that has an actual or potential value to NCA where the EMPLOYEE received, created or developed that information in the course of employment with NCA (whether or not prior to the date of this agreement); or as a result of, or aided by, the existence of a past, present or future employment relationship with NCA. d) Any information that is marked "Confidential" or which you could reasonably be expected to treat as confidential. Any copies, summaries or notes of confidential information and any other materials incorporating, or derived from, confidential information is itself confidential information.

Confidential information does not include any information that is, or becomes, public knowledge without any fault of the EMPLOYEE.

1. Obligations of Confidentiality: The EMPLOYEE acknowledges that all confidential information is the exclusive and valuable property of NCA and is received by the EMPLOYEE in circumstances of strictest confidence. The EMPLOYEE may use confidential information for the purpose of providing services to NCA in the course of employment. The EMPLOYEE must not use confidential information for any other purpose without NCA's express prior written approval. The EMPLOYEE must not disclose confidential information to any person without the express prior written approval of NCA. The EMPLOYEE must not disclose confidential information to another EMPLOYEE of NCA except on a need to know basis and only with the prior approval of a superior of the EMPLOYEE. The EMPLOYEE must take all reasonable precautions to prevent an unauthorized disclosure of confidential information, including the following: The EMPLOYEE must at all times store confidential information safely and securely; and The EMPLOYEE must not remove confidential information from the premises at which it is stored except where it is necessary to do so. Assist in any legal proceedings initiated to protect confidential information. If at any time NCA requests the EMPLOYEE to do so, the EMPLOYEE must immediately deliver all media embodying confidential information that is in the EMPLOYEE's possession, custody or control. The EMPLOYEE must agree to comply with any other reasonable obligations relating to confidential information required from time to time by a customer of NCA. Obligations of Confidentiality is given a prescriptive period of five (5) years.

2. Intellectual Property: Any Invention, discovery, secret, process or improvement procedure, software and software applications, literary and artistic works or other copyright material, design, trademark and domain name created, developed or discovered by an EMPLOYEE during the term of employment: In connection with or in any way affecting or relating to the business of NCA; Capable of being used or adapted for use in the business of NCA; or Likely to be of use or value to NCA, and any copyright, patents, trademarks, designs right or proprietary and other rights attaching thereto ("Intellectual Property") shall be disclosed to NCA and from the moment of inception the Intellectual Property shall belong to and be the absolute property of NCA. You shall, at the request and expense of NCA, promptly execute all documents and take all steps and do all things as are necessary for the purpose of obtaining patent, trademark or design registration or any other registration or protection to ensure that all right, title and interest in the Intellectual Property shall vest in NCA or its nominees as the sole beneficial owner.

12. NON-COMPETE AGREEMENT

On or after the termination of an employment contract with NCA, an EMPLOYEE agree that for a period of twenty four months from the date of termination of employment (for any reason), an EMPLOYEE shall not, directly or indirectly, for an EMPLOYEE, or as an EMPLOYEE, owner, adviser, principal, partner or agent of or on behalf of, or in conjunction with, any person, corporation or other entity: Solicit, induce or attempt to induce any EMPLOYEE of NCA, or of any related company, with whom an EMPLOYEE or NCA had a direct working relationship in the 24 months prior to the termination of an EMPLOYEE's employment to leave the employ of NCA , or in any way interfere with the relationship between NCA and any such EMPLOYEE thereof; or solicit, assist in soliciting, induce or attempt to induce in competition with NCA, the custom or business of any customer or supplier of NCA, or any related company to whom an EMPLOYEE or NCA have offered, sold or provided services or any related company in the 24 months prior to the termination of an EMPLOYEE's employment. Enter into a contract for service or services with an organization for which an EMPLOYEE or NCA have carried out work or any related company in the 24 months preceding the Termination of an EMPLOYEE's employment, which service or services are the same as or similar to the duties and job functions an EMPLOYEE performed for NCA or any related company, or which would otherwise involves the use of confidential information to which an EMPLOYEE had access during an EMPLOYEE's employment with NCA.

In circumstances where an EMPLOYEE's employment is terminated for reasons of redundancy (other than voluntary redundancy) and an EMPLOYEE disclose to NCA at the earliest possible opportunity the identity of any new or alternative employer (whether that is before or after the termination takes effect), then NCA will not unreasonably withhold its written permission for an EMPLOYEE to work contrary to this provision; The restraints set out in this provision shall apply, to the extent they are enforceable: in the Philippines and apply both to an EMPLOYEE's activities in these areas and in relation to customers or suppliers located in those areas. In the event that the foregoing restrictions shall, for any reason, be held by a court of competent jurisdiction to be excessively broad, such restriction shall be construed so as to be thereafter limited or reduced so as to be enforceable to the extent compatible with the applicable law and is severable to that extent. It is expressly acknowledged by the parties at the execution of this agreement that the restraint is reasonable, intended for the protection of NCA's business, compatible with the parties' respective rights and, in part, reflects the fact that an EMPLOYEE will have detailed knowledge of NCA's clients, suppliers and other confidential information. It is acknowledged and agreed that part of an EMPLOYEE's remuneration, including the remuneration to be paid upon termination, constitutes consideration for the obligations an EMPLOYEE have undertaken under this Agreement.

Confidential Information It is a condition of an EMPLOYEE's employment that an EMPLOYEE will not, except in the proper performance of an EMPLOYEE's duties, divulge or use any confidential information (i.e. information not lawfully or properly available to the public at large including, but not limited to, technical data, trade secrets, know-how and confidential information relating to the business, finances, accounts, dealings, transactions, methods of operation, assets or affairs of NCA or any related corporation) of NCA, its EMPLOYEES, clients and EMPLOYEES of its clients, obtained during the course of an EMPLOYEE's employment. This obligation continues after the termination of an EMPLOYEE's employment and the 24 months non-compete restrictions until the maximum period of 5 years.

EMPLOYEE agrees not to accept any employment from (a) any of the existing as well as future clients of the EMPLOYER, (b) competitors offering similar products and/or services as EMPLOYER, within two (2) years from the termination of this Employment Agreement without the prior written consent of the EMPLOYER unless arranged and with consent of employer (notwithstanding the penalties attached despite of consent). Should EMPLOYEE violate this provision, EMPLOYEE shall be liable to the EMPLOYER the amount equivalent to the total compensation EMPLOYEE would receive from such client during the first year of employment as liquidated damages. This is without prejudice to other damages EMPLOYER may hold EMPLOYEE liable for violation of other provisions of this Human Resources EMPLOYEE Handbook.

13. NON-DISCLOSURE

EMPLOYEE acknowledges that any unauthorized use or disclosure of any confidential information may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may

be inadequate, and the EMPLOYEE agrees that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

The EMPLOYEE therefore accepts that trade secrets and all work related to it including an EMPLOYEE's rendered invention and/or ideas are assigned to company since they are working for hire and are using company resources. NCA owns all Trade Secrets since the services that were rendered to make it possible where paid for by NCA.

In cases where a trade secret, is divulged, stolen or copied, the EMPLOYEE, who may either be the author, inventor or initiator of such trade secret, agrees to assist in the litigation, prosecution of the accused even if that said EMPLOYEE has finished his/her employment term in NCA. This obligation continues after the termination of an EMPLOYEE's employment and the 24 months non-compete restrictions until the maximum period of 5 years.

14. TERMINATION OF EMPLOYMENT

Aside from the just and authorized causes for the termination of employment enumerated in Arts. 282 to 284 of the Labour Code, the following acts and/or omissions of the EMPLOYEE shall, without limitation, similarly constitute just and authorized grounds for the termination of employment by the EMPLOYER and/or grounds for the EMPLOYER to impose disciplinary measures on the EMPLOYEE:

- a. Intentional or unintentional violation of the EMPLOYER's policies, rules and regulations as embodied in the Code of Discipline;
- b. Commissions of an act which effects a loss of confidence on the part of the EMPLOYER with regard to the EMPLOYER's ability to satisfactory perform the duties and requirements of his/her employment.
- c. In the event of the EMPLOYEE being incapacitated by ill health, accident or physical or mental incapacity from fully performing his/her duties with the EMPLOYER for an aggregate period of ninety (90) days in any one calendar year, such incapacity being duly certified as such by the EMPLOYER's appointed doctor;
- d. Failure of the EMPLOYEE to pass two (2) consecutive evaluations of his/her work performance; and
- e. Failure of the EMPLOYEE to successfully pass the EMPLOYER's standards specified under Annex "B" hereof and under other rules, regulations, and policies of the EMPLOYER; and
- f. Other similar acts, omissions, and/or event.

The Contract of employment may be terminated by the EMPLOYER for any of the foregoing grounds and by observing the due process requirements of the law. In the event that the EMPLOYEE wishes to terminate this Contract of Employment for any reasons, he/she must give three (3) days written notice to EMPLOYER prior to the effective date of termination. Upon termination of this employment, the EMPLOYEE shall promptly account for, return, and deliver to the EMPLOYER At the EMPLOYER's main office, his/her I.D. Cards, Code of Discipline Manual, EMPLOYEE Handbook ad all the EMPLOYER's property, which may have been assigned or entrusted to his/her care or custody.

15. FINAL PAY

It is also hereby agreed that in case that in case of termination of the EMPLOYEE's employment for whatever causes, the EMPLOYER shall have the right, and the EMPLOYEE hereby authorized the EMPLOYER, to withhold the EMPLOYEE's last salary or any other benefits accrued in the EMPLOYEE's favor, pending liquidation of whatever obligations which the EMPLOYEE may have with the EMPLOYER without prejudice to the right of the EMPLOYER to demand, collect, and recover from the EMPLOYEE any balance remaining thereafter.

16. SEPERABILITY CLAUSE

If any provisions of this document shall be constructed to be illegal or invalid, they shall not affect the legality, validity, and enforceability of the other provisions of this document; the illegal or invalid provision shall be deleted from this document and no longer incorporated herein but all other provisions of this document shall continue.

17. ENTIRE AGREEMENT

This contract represents the entire agreement between the EMPLOYER and EMPLOYEE and supersedes all previous oral and written communications, representation or agreements between parties.

IN WITNESS WHEREOF, the parties have executed this document as of the date and place first mentioned.

Newin Cockers Alliance Gaming Corporation (NCA).

By:

ATTY. JESSE MATIBAG

Authorized Representative


KING DRANREB LANGUIDO
SYSTEM DEVELOPER

ASSISTANT TECHNICAL SUPPORT.

SIGNED IN THE PRESENCE OF:

Witness

Witness