



THEOS HELIOS SECURITY AGENCY, CORP.

'WE SECURE. YOU PROSPER'

CONTRACT FOR PROBATIONARY EMPLOYMENT

REG - XX series of 2024

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KNOW ALL MEN BY THESE PRESENTS:

This Contract of Employment is made and executed at Quezon City on this {{start_date}} by and between:

THEOS HELIOS SECURITY AGENCY CORPORATION, a registered corporation duly organized and existing under Philippine laws, principally engaged in the business of providing security services, with office address at IBM Plaza, 8 Eastwood Avenue, Eastwood City, Cyberpark, E. Rodriguez Jr. (C5), Bagumbayan, Quezon City, and herein represented by its President, Alexis Alberi P. Torio, and herein after referred to as "EMPLOYER";

And

{{party_name}}, of legal age, hereinafter referred to as the "EMPLOYEE".

WITNESSETH:

PARTIES have agreed on the following terms and conditions, as follows:

POSITION AND COMPENSATION

Please see your signed JOB OFFER or INPA (Internal Personal Action)

VALIDITY

This contract shall be valid and effective for six (6) months, commencing on {{start_date}} and automatically expiring on {{end_date}}, with or without notice, unless renewed in writing as permanent or regular employee. Renewal of this probationary contract is the exclusive prerogative of the Employer depending on the need therefor and work performance of the EMPLOYEE;

Since the EMPLOYER had invested so much efforts to train the subject EMPLOYEE during said periods, the latter hereby categorically undertakes to complete at least six (6) months of employment with the Company and commits self not to resign earlier than the six month-contractual period which shall be reckoned from the date of permanency until {{end_date}}. Failure to comply herewith shall render the EMPLOYEE liable for liquidated damages in favor of the EMPLOYER in the amount of IN PESOS : ONE HUNDRED THOUSAND (P100,000.00).

Any requirement to report beginning a specific date earlier than the commencement date for purposes of training and orientation are excluded from this employment contract and shall not be deemed compensable. Reporting to office beyond expiration date for purposes of processing exit clearance and making a turnover of duties and responsibilities are likewise excluded from this employment contract and shall not be deemed compensable. These periods are therefore neither considered as extension of employment nor renewal thereof;

RESPONSIBILITY, JOB FUNCTIONS, COMPANY POLICY AND STANDARD

The EMPLOYEE agrees to perform with utmost diligence, responsibility and accountability all the duties and responsibilities indicated in his/her JOB DESCRIPTION attached herewith as ANNEX "A", together with such other duties and functions germane thereto and as may be assigned, from time to time, by the EMPLOYER. These shall serve as PERMANENCY STANDARDS of the EMPLOYER where the EMPLOYEE should garner a VERY SATISFACTORY evaluation or assessment from peers, superiors and administrators.

The EMPLOYEE hereby fully agrees and commits herself/himself to comply with all the company rules and regulations that have been set forth and may be promulgated by the EMPLOYER and to abide by the latter's Code of Conduct, Core Values and Employment Standards. Working harmoniously and cooperatively with peers, superiors, industry partners, stakeholders and company clients is highly expected and required;

The EMPLOYEE may be required to represent the company as witnesses in any claim or case filed in any court of justice, administrative tribunals or agencies, involving the company and any and all of its transactions.

The EMPLOYEE fully understands that in case s/he is found unqualified or unfit to perform his/her job after a careful evaluation of his/her performance, or found to have been committed an infraction of company policies, the EMPLOYER may impose disciplinary sanctions on him/her, including termination or dismissal, after conferment of



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procedural due process.

Any company-issued equipment to the employee such as, but not limited to, laptops, iPads, tablets, or mobile phones, is the property of the company and shall remain as such despite being in the possession of the employee.

It shall be understood that, whether before or after the assignment of the equipment to the employee, all installed software in the company-issued equipment are likewise the ownership of EMPLOYER. As such, the company reserves the right to inspect the company-issued equipment and the installed software therein for purposes of investigation against the employee to determine any bad faith, wanton, malicious, reckless or abusive intentions, or fraud or deceit on the part of the employee.

The EMPLOYEE that have been issued any company property, equipment and/or gadget, such as but not limited to, laptops, sim card, mobile phones, motorcycles, vehicles, and others shall be held accountable and liable therefor in case of any damage or loss thereof, after conferring procedural due process.

EMPLOYEE further acknowledges that to the extent Employee is engaged in sales and/or other official business dealings with clients / customers / vendors / suppliers / service providers / consultants Employee develops substantial good will on behalf of Employer by dealing with clients / customers / vendors / suppliers / service providers / consultants . Such good will is, in all instances, the property of Employer. Employee further acknowledges that any solicitation of customers in violation of this agreement would be a misappropriation of customer good will to the substantial detriment of the Employer.

WORKING DAYS

The EMPLOYEE agrees to report for work for six (6) days weekly where the rest day or day-off shall be exclusively determined by the EMPLOYER depending on the exigencies of service, and is not necessarily on a Sunday. The 6-day workweek may be reduced to only five (5) days, at the discretion of the EMPLOYER, and when so reduced, it shall not be deemed as company practice as it could be unilaterally reverted back to 6-day workweek using the same discretion;

CONSENT TO DEPOSIT FIRST SALARY AS SECURITY FOR COMPLIANCE

As the Employee has no available cash or surety bond upon employment as required by Company policy on security deposit, the Employee fully agrees to deposit his/her first net salary with the Employer, and hereby fully and unconditionally authorizes and gives consent to the Employer to withhold the release of said net salary to serve as his/her compliance with said policy for the purpose of serving as security deposit for losses, damages, breach of contract resulting to financial damage to the Company, pre-termination of contract, non-observance of 30-day prior notice in case of resignation, abandonment of duty or work, lack of turnover of responsibilities upon separation, failure to secure and complete exit clearance, breach of confidentiality, any act of negligence and/or misconduct resulting to company losses, and all similar or analogous cases. The Employee hereby authorizes and gives consent to the Employer to deduct, upon due investigation and due process, from said security deposit any loss or damage sustained or incurred by the Employer or any of its clients, and in case the same is insufficient, from all the Employee's remaining receivables from the Employer, without prejudice to filing of separate court actions if necessary. In case the Employee is cleared upon separation from employment for whatever reason, said security deposit is refundable without interest by the Employer.

DATA PRIVACY CONSENT

The employee hereby voluntarily gives his / her written consent to the giving and/or disclosure of all material information about himself / herself as required for his / her employment and deployment under THEOS HELIOS SECURITY AGENCY, CORP. (THSAC)

The employee fully understands that the THSAC administrators, officers, and partners need all these material information about the employee for the protection of the institution and wherever deployment may be assigned. The employee hereby gives full authority to any authorized THSAC representative or personnel to exercise full discretion in sharing any, some or all of these disclosed information to anyone for employment, coordination, evaluation, assessment and/or referral purposes, as s/he deems fit or necessary under the circumstances, but such discretion shall be exercised with utmost care, caution and dispatch.



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NON-REFERENCE & DATA PRIVACY CLAUSE

The Employee agrees that during and after their employment with the Company, they shall not use the following company details, but not limited to, its owners, its employees, its clients, the Company address, or any Company contact details as a reference for any personal transactions. This includes, but is not limited to, financial transactions, credit applications, and personal references.

The Employee acknowledges that using such information constitutes a breach of the data privacy of the Company, its owners, its employees, and its clients. Any violation of this clause will result in disciplinary action, up to and including termination of employment and potential legal action.

TERMINATION, RESIGNATION, END OF CONTRACT

Upon termination or resignation from employment, the EMPLOYEE shall return to the EMPLOYER, with proper documentation and endorsement, all pending jobs, projects, pending work/issues/concern by the company's client and other necessary works assigned to the employee and also all its documents and property, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs and files, and all other materials and all copies thereof relating in any way to its operations, or in any way obtained during the course of employment; also the EMPLOYER shall process the termination or resignation for not less than thirty (30) working days, the days of turnover may be adjusted what deemed necessary by their immediate supervisor and / or top management but this may not be more than Sixty (60) working days, during the turnover period the Employee's last salary cut-off, pro-rated 13th month, and other receivables and incentives, shall be released after the employee has fulfilled its obligations to the company, any losses and/or penalties incurred by the company due to the negligence of the EMPLOYEE shall be deducted to the last pay of EMPLOYEE;

NON COMPETE AND NON-DISCLOSURE AGREEMENT / DATA PRIVACY LAW

The EMPLOYEE fully understands and recognizes the extent and effect of the Data Privacy Law which punishes releasing, divulging and/or processing of sensitive and personal information of individuals, peers, superiors, industry partners, stakeholders and company clients which are thus considered as strictly confidential. In addition to these personal and sensitive information laid down under the law which the EMPLOYEE shall obtain and/or have access to during employment, all other matters, detail and/or information pertaining to the day-to-day security operations, business processes and management operations of the EMPLOYER are hereby considered and agreed to be personal to the Company, sensitive and strictly confidential. Thus, the EMPLOYEE is strictly required to maintain such information in strict confidence which should not be released and divulged to anyone and in any form, whether directly or indirectly, verbally or in writing, personally or anonymously, including future employers, business partners, business competitors, and government agencies;

The security operations, business processes and management operations of the EMPLOYER, including trade secrets, business strategies, and proprietary operations, consist of, but are not necessarily limited to:

1. Technical information: Methods, processes, formulae, compositions, systems, techniques, innovations, machines, computer programs and research projects; and
2. Business information: Customer lists, pricing, data, sources of supply, financial data, marketing production, or merchandising systems or plans.

In case of complaints or grievances, EMPLOYEE shall not air the same to the media whether in print or broadcast media, the internet or social media. In event the EMPLOYEE violates this condition, The EMPLOYER shall be entitled to damages as reparation for the injurious act.

RESTRICTIVE COVENANT

At all times while this agreement is in force and after its expiration or termination, the Employee agrees for ten (10) years to refrain from disclosing the Employer's customer lists, trade secrets, or other confidential material also the employee agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage.

While this agreement is in force, to abide by the nondisclosure and noncompetition terms of this agreement. After expiration or termination of this agreement, the Employee agrees not to compete with the Employer for a period of Three (3) years anywhere in the National Capital Region (NCR) of the Philippines. Competition would mean that the Employee will not engage in owning or working for a business in the same industry as the Employer or its affiliate.



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For so long as Employee is employed by Employer and for a period of ten (10) years after the termination of Employee's employment for any reason whatsoever, whether voluntarily or involuntarily, Employee shall not directly or indirectly, individually or for any person, firm or employee solicit, divert, interfere with, disturb or take away, or attempt to solicit, divert, interfere with, disturb or take away the patronage of:

1. any client or prospective client of the Employer at any time within ten (10) years prior to termination of Employee's employment,
2. any entity that was a client of the Employer at any time within ten (10) years prior to the termination of Employee's employment, or
3. any client that acquired services from the Employer during any time within ten (10) years prior to termination of Employee's employment (collectively, the clients and prospective clients listed in (i), (ii) and (iii) shall be referred to as a "THSAC Client")

Employee further acknowledges that to the extent Employee is engaged in sales and/or dealings with customers, Employee develops substantial good will on behalf of Employer by dealing with customers. Such customer good will is, in all instances, the property of Employer. Employee further acknowledges that any solicitation of customers in violation of this agreement would be a misappropriation of customer good will to the substantial detriment of the Employer.

Employee agrees to pay liquidated damages in the amount below for the respective positions, for any violation under the Paragraph 2 Restrictive Covenant

MANAGERIAL LEVEL PhP 1,000,000.00

(Asst. Managers / Managers / Department Heads / Supervisors / Consultant / Other position that is related to the managerial position)

STAFF LEVEL PhP 250,000.00

(Division Asst. / Department Asst. / Department Staff / Admin Aide / Collector / Messenger / Other position that is not holding a managerial level position)

EMPLOYMENT AT WILL

Nothing in this agreement shall be construed as a promise or agreement of any kind, express or implied, of employment for specific duration.

ACKNOWLEDGEMENT OF VOLUNTARINESS AND CONSIDERATION

Employee acknowledges that she/he understands the provisions of this agreement, that the agreement is entered into knowingly and voluntarily, and that Employee has been afforded a sufficient amount of time to consider the agreement and to consult with and seek the advice of any person of Employee's choosing, including an attorney. Employee further acknowledges Employee has received adequate and sufficient consideration to support the agreement.

MATERIAL VIOLATION and LIABILITY

Any material violation committed by the EMPLOYEE of this Employment Contract shall result to the (a) forfeiture of all receivables from the EMPLOYER, whether actually earned or accrued and whether in the form of salaries or labor benefits; (b) pre-termination of this Contract; and/or (c) payment of liquidated damages in an amount not less than PhP 100,000.00 on top of the stated liquidated damages on this agreement;

IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Quezon City on this _____ day of _____, 20_____.

{**party_name**}, Employee

THEOS HELIOS SECURITY AGENCY CORP.

Employer

Witnesses: