



TATE PUBLISHING

AND ENTERPRISES (PHILIPPINES), INC.

October 24, 2014

Test Ludivina
Cebu City

Dear **Ms. Ludivina**

We are pleased to offer you employment with Tate Publishing and Enterprises (Philippines), Inc., under the following terms and conditions effective the start date indicated below:

1. Your gross annual salary will be **Php 162,500.00** payable in thirteen (13) equal monthly payments, as follows:
 - a. Your gross monthly compensation of **Php 12,500.00** will be paid semi-monthly (every 15th and month-end).
 - b. You will receive your 13th month payment, which is pro-rated during the first year of employment, in December.

Your gross annual/monthly salary will be subject to tax as per applicable laws.

The compensation package included in this contract is strictly personal and confidential between you and Tate Publishing & Enterprises (Philippines), Inc. You shall not, under any circumstance, discuss it with anyone except the appropriate members of management and through appropriate procedures.

2. Your official designation in the organization will be that of a **WEB DEVELOPMENT AND TECHNICAL SPECIALIST**
3. You agree to take or attend the New Employee Orientation, and other department-specific trainings as scheduled by the organization, immediately after the start of your employment.
4. You are being engaged on a probationary period of six months from your start date. Within this period, Tate Publishing & Enterprises (Philippines), Inc. reserves the right to terminate your services at any time if, upon evaluation, Tate Publishing & Enterprises (Philippines), Inc. has determined that you failed to qualify as a regular employee in accordance with the reasonable standards made known to you at the commencement of your employment, i.e. you obtained a below satisfactory overall performance rating or assessment, or failed to pass the required trainings.

Further, you hereby acknowledge Tate Publishing & Enterprises (Philippines), Inc.'s right to terminate your probationary employment if you fail to submit all pre-employment documents and requirements within the period stated in the Pre-employment Checklist, a copy of which has been given to you.



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Any misrepresentation or false information by you in your application papers or in any pre-employment documents such as, but not limited to, the following shall constitute sufficient ground for the termination of your probationary employment:

- a. Your official transcript of records show any form of discrepancy in the grades as against the photocopy you submitted during your application with us (this also applies to all other documents you have submitted); or
 - b. Your background check results are unsatisfactory; and/or further validation of some statements you made during the recruitment process prove that they are false; or
 - c. You exhibit unprofessional behavior; or
 - d. You are unable to attend and/or complete scheduled trainings; or
 - e. You violated any of Tate Publishing & Enterprises (Philippines), Inc. local and global policies.
 - f. You did not satisfactorily meet the situational interview/assessment standards for your level. You acknowledge that the methodology to be used in the interview is confidential and proprietary in nature and sharing any or all part thereof, including the reason supporting the result, with you or with any unauthorized party will render the interview process ineffective for future use. Hence, you willingly and voluntarily waive your right to be informed of the basis of the results of the situational interview/assessment standards.
5. You agree to work for the organization full time. "Full time" is understood to mean the regularly established working hours of our organization, plus any overtime dictated by the needs of our organization and the servicing of our clients. The overtime may include your rest day and holidays.
6. You agree to ensure the secrecy of all confidential and project-related information which you learn in the course of your work in the organization, even after your departure from the organization.

Also you shall treat in strict confidence any and all information that you may acquire about the business of Tate Publishing & Enterprises (Philippines), Inc. and its affiliates or business partners. Thus, you warrant that you will not at any time in any manner whatsoever, directly or indirectly, disclose to any person or entity any information of any kind relating to the business of Tate Publishing & Enterprises (Philippines), Inc., its affiliates and business partners including but not limited to any of their clients or any other information concerning their business, manner of operation, plans, processes, or data/information of any kind which you may acquire, learn and receive during and by reason of your employment with Tate Publishing & Enterprises (Philippines), Inc..

7. You irrevocably consent to the processing of personal data relating to yourself in accordance with the Policy and Guidelines.

In particular, you consent to:



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- a. The use and processing of sensitive personal data about yourself to the limited extent, and for the purposes, described in the Policy and Guidelines; and
- b. The transfer of personal data relating to you, both within the Philippines and worldwide, to:
 1. Any other employees and offices of Tate Publishing & Enterprises (Philippines), Inc.
 2. Any agent or contractor of, or third party service provider to Tate Publishing & Enterprises (Philippines), Inc.
 3. Any customer or client of Tate Publishing & Enterprises (Philippines), Inc.
 4. Any actual or proposed merger partner or actual or proposed assignee of Tate Publishing & Enterprises (Philippines), Inc.
 5. Any third parties where disclosure to such third parties is required in the normal course of business of Tate Publishing & Enterprises (Philippines), Inc. or by law; and
 6. Any other person under a duty of confidentiality to Tate Publishing & Enterprises (Philippines), Inc.

The references to personal information “relating to you” or “about you” include references to information about third parties such as your spouse and children (if any) which you provide to Tate Publishing & Enterprises (Philippines), Inc. for administration and other related purposes in connection with your employment with Tate Publishing & Enterprises (Philippines), Inc. The reference to “sensitive personal data” is to various categories of personal data identified by some data privacy laws as requiring special treatment. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record. Passport photos may also constitute “sensitive personal data”.

A small amount of the personal data relating to you which Tate Publishing & Enterprises (Philippines), Inc. holds may constitute “sensitive personal data” under the above definition (e.g. your passport photo and your nationality). Whilst you consent to Tate Publishing & Enterprises (Philippines), Inc. continuing to use any sensitive personal data it already holds for administration and other related purposes connected with your employment, it is Tate Publishing & Enterprises (Philippines), Inc.’s policy to only collect and use further “sensitive personal data” when you have given your explicit consent. In normal circumstances of employment, collection of such “sensitive personal data” may not be necessary.

You understand that you have the right to check whether Tate Publishing & Enterprises (Philippines), Inc. holds personal data about you and, where it does, the right to request access to such personal data and to request Tate Publishing & Enterprises (Philippines), Inc. to correct or delete any such personal data which is inaccurate.

You will treat any personal data, to which you have access in the course of your employment in accordance with



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Tate Publishing & Enterprises (Philippines), Inc. policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

8. In the event that you wish to terminate this contract for any reason, you must give a thirty (30) day written notice to Tate Publishing & Enterprises (Philippines), Inc. prior to the effective date of termination. It is understood that you will be subject to any applicable provision or penalty clause consistent with this agreement.

Please sign and return the attached copy of this letter. Your signature is confirmation that you have read, understood and accept all the terms and conditions set out in this letter, including the start date provided below, which you acknowledge may be changed upon mutual agreement.

Thank you for deciding to work with us. We look forward to a lasting relationship with you.

Very truly yours,

Tate Publishing & Enterprises (Philippines), Inc.

Marianne Celeste G. Velasco
HR Manager

CONFORME:

TEST LUDIVINA

START DATE: November 03, 2014