

February 21, 2024

JETHROW C. OMANITO

745 Maginhawa Street
Malate, Manila

Dear **Mr. Omanito:**

This will confirm your appointment as Associate Mobile Analyst of Solutions Exchange, Inc. ("Company") on a probationary basis for a period of six (6) months beginning **April 1, 2024** to **September 27, 2024** under the following terms and conditions:

1. Your duties and functions as **Associate Mobile Analyst** will be discussed with you by your Business Unit Head of Business and Product Centre. However, aside from such duties and functions, the Company may from time to time require you to perform other duties as may be needed in the operations of the Company. Further, the Company will have the option to assign you to render work outside Metro Manila or outside the Philippines as the work necessitates.

2. Your normal work schedule shall be from 9:00 a.m. to 6:00 p.m. every Monday to Friday. It is understood, however, that because of the 24/7 nature of the Company's business as a support to its client, you may be required to render overtime from time to time even on Saturdays, holidays and weekends.

3. Aside from the employment benefits mandated by law, you shall be entitled to a basic salary **Two-Six Thousand One Hundred Twenty Pesos (26,120.00)** a month payable in semi-monthly installments from which shall be deducted Social Security System contributions, withholding taxes and other government mandated or agreed deductions.

4. At the end of the 3rd month (coinciding with the end of the training period) and the 5th month (after deployment to projects) of the Probationary Period, SXI shall evaluate your performance based on the reasonable standards set forth in the Performance Appraisal Sheet of the Company, a copy of which is attached hereto as Annex "A". You must satisfy such standards for you to qualify for regular employment with the Company.

5. It is further agreed that the Company may terminate your probationary employment at the end of the 3rd month of the Probationary Period or at the end of the 5th month of the Probationary Period should you fail to get an overall performance rating of at least "3". The Company may also terminate your probationary employment at any time before the expiration of the Probationary Period for your unsatisfactory performance or for causes provided by law.

6. It is understood that aside from the just and authorized causes under the law, the Company may terminate your employment in any of the following causes:

- a. Your breach of any of the terms and conditions of this contract; or
- b. Your commission of any act, including but not limited to coding of software programs, which cause or tend to cause any loss or damage to the Company's or its clients' properties or business reputation.

7. You acknowledge that in the course of your employment, you will be allowed access to and/or be in possession of Confidential Information of the Company and/or its clients. You agree that such access or possession of Confidential Information is allowed exclusively for the limited purpose of performing your duties and functions. Thus, you agree not to divulge or use such Confidential Information, in any manner, outside of your duties and functions. In case of your violation or threatened violation of this undertaking, you agree that the Company is entitled to secure an injunction against you and/or your violation in addition to securing from your payment of such actual damages as the Company may have suffered or incurred.

"Confidential Information" shall mean information regarded by the Company as such, including information relating to past, present or future research, development of business affairs, and any proprietary products, materials or methodologies.

8. You further undertake and agree not to directly or indirectly, either for your own account or as a partner with or as an agent, employee, associate, adviser, consultant, financier, administrator, shareholder or member of any other person or persons, firm, company or corporation, or in any other capacity whatsoever, invest, engage, seek employment or be interested or concerned in any business that are clients of the Company, and those in competitive/similar/same with that of the Company's business activities during the period of your employment and for one (1) year thereafter.

9. Also, in connection with your engagement herein, you acknowledge that you shall be provided with substantial training for which the Company will necessarily incur considerable expenses. Hence, you undertake to render service to the Company for the complete duration of the Probationary Period, and for thirty (30) months thereafter should you successfully qualify for regular employment with the Company. You agree that termination of your engagement for any reason, except for authorized causes under the law, prior to the completion of the Probationary Period, or within thirty (30) months from your regularization with the Company shall make you liable to the Company for damages as provided below.

10. You shall abide by the rules, regulations and policies which may be issued by the Company, and as the same may be amended from time to time.

11. Subject to clause 9 hereof, it is understood that you may terminate your employment at any time for any reason whatsoever by giving the Company written notice at least thirty (30) days prior to your intended date of termination.

12. It is herein agreed that your violation of Clauses 7, 8, 9 and 11 shall entitle the Company to recover from you liquidated damages in the amount of Two Hundred Thousand Pesos (**P200,000.00**).

13. Finally, upon termination of your employment for any cause, you undertake to turn over Company property in your possession or under your control. Likewise, you expressly agree and authorize the Company to make the necessary deductions from your final salary, bonuses, or other benefits that may be due you to effect settlement or payment of any unpaid or pending obligations that you may have at the time of your termination. This is without prejudice to the Company's right to resort to available legal remedies to secure payment for any of your outstanding obligations that are not covered by your final salary, bonuses, or other benefits, and any damage incurred by the Company by reason of your act or omission.


If the above terms and conditions are acceptable to you, kindly sign at the space provided below.

Very truly yours,

Solutions Exchange, Inc.

By:

Alan M. Camerino
Chief Technology Architect



Albert N. Sumaculub
HR Director

CONFORME:

JETHROW C. OMANITO

Date: _____