Private / Confidential

**CONTRACT OF EMPLOYMENT**

This Employment Contract is made on Contract prepared date,

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| BETWEEN | ：**Suncity Group Manila Inc.** (The Company) |
| AND | ：Employee Name with ID No. ID No. (The Employee) |
|  | Employee No: Employee No. |

WHEREBY IT IS AGREED as the following terms and conditions:

1. **Effective Date**

This contract becomes effective from Item 1 of Table - Brief term and reference.

This contract shall take effect upon the issuance of the appropriate visa by the government agency concerned.

1. **Job responsibilities and work aSSIGNMENT**

The Company hereby engages the Employee in the capacity of Item 2 of Table - Brief term and reference .

The Employee agrees that at any time during his/her employment, he/she may be assigned to any work, job classification, or work station for such as may be determined by The Company, and whenever the services/operations may require such assignment.

1. **Professional Grade**

The professional Grade of the Employee is Item 3 of Table - Brief term and reference , with details referred in the attachment hereto.

1. **Remuneration**

The Company is offering the Employee a monthly salary of PHP Item 4 of Table - Brief term and reference . The Employee shall be entitled to 13th month pay, provided that in case the work duration is less than a year, a deduction shall be made pro rata on the said 13th month pay.

Payment of remuneration shall be credited directly into The Employee**’**s bank account in the Philippines bi-weekly on the 10th and 25th of the month.

Whenever the Employee is late, absent or on unpaid sick/personal leave, The Company shall deduct The Employee’s monthly salary in accordance with its deduction policy prescribed in Annex “A” hereof.

1. **Allowance/Bonus**

The Company, may, at its sole discretion, grant bonuses, allowances, and/or incentives from time to time, based on its financial condition and performance of the Company, The Employee’s performance, including, but not limited to, compliance with the company’s Code of Conduct, and other reasonable factors that the company may impose from time to time. In no case shall the grant of any bonus, allowance, or incentive be considered a vested right or ripen into company custom or policy in favor of the Employee.

1. **RETURN TICKET FOR EXPATRIATES**

Employees who have been hired by the company as expatriates and who have been employed by the Company for at least a year are entitled to a single return trip economy class airplane ticket to their country of origin, with an airline chosen by the Employer. This shall not apply to all other employees, who are Philippine citizens, or Philippine residents at the time that they were hired.

1. **WORKING Hours**

The Employee is required to work for Item 5 of Table - Brief term and reference of work per week. Night shifts shall be paid in accordance with existing labor laws.

1. **Probation**

The Employee shall be on probationary status for a period of (180) days starting from the date of this Agreement. Within this period, the Company may terminate the employment of The Employee at any time for unsatisfactory performance or performance which does not meet the standards set by the company. The Employee hereby acknowledges and fully understands the employment standards set by the Company.

1. **Taxation**

The Employee shall be responsible for any taxes due on the salaries and wages and the corresponding employee’s share in government mandated contributions such as, but not limited to SSS, PAG-IBIG and Philhealth. These taxes and contributions shall be deducted by the Company from The Employee’s salaries, if it is so required by law and other government issuances.

1. **Legal Holiday**

Taking into account the nature of the Company’s business, the Employee hereby gives consent to be assigned to report for work even on Regular or Special Holidays, and/or Rest days. The Employee shall be compensated in accordance with labor laws.

1. **LeaveS**

After the completion of the probationary period, the Employee shall be entitled to six (6) days of paid absence for sickness in each calendar year. To be eligible and/or apply for paid sick leave, the Employee must submit a valid medical certificate from a duly licensed physician from the designated medical facilities stated by The Company. The said leave shall not be convertible to cash. The same is forfeited if unused.

In addition, the Company hereby grants a paid vacation leave of Item 6 of Table - Brief term and reference days for every year of service provided that availment (i.e. term, notice) thereof shall be subject to reasonable policies as shall be set forth by the Company. The Company reserves the right to recall any vacation leave granted when the exigencies of the business so requires.

1. **Termination of Employment**

The Company may terminate this contract at the end of the probationary period by serving written notice that the Employee failed to meet the standards set by the Company for the Employee’s continued employment. At the Company’s discretion, it can opt to extend the probationary period of the Employee to allow the latter the opportunity to meet the Company’s set standards for continued employment.

The Company may terminate this contract at any time in accordance with existing laws.

The Employee may terminate this contract by serving thirty (30) days prior notice to the Company, otherwise, The Employee shall pay The Company thirty (30) days worth of wages in lieu of notice.

1. **Breach**

Within the effective period of this contract, if the Employee commits any act(s) in violation of company policy, or violates Philippines

1. **Background Investigation**

A background check shall be conducted on the Employee at any time prior to or during his/her employment. Should the investigation reveal that the Employee’s qualifications do not meet the company’s standard or that the Employee has provided information, records or documents that are found to be inaccurate or untrue, the Company shall not only terminate the Employee’s employment, but the Company likewise reserves the right to file the other appropriate charges in the proper courts against the Employee.

1. **QUALIFICATION AND SKILLS**

The Company acknowledges that the Employee entered into this contract upon his/her express representation that he/she is qualified, and that he/she possesses the skills necessary and desirable for the position indicated herein. Thus, the Company is hereby granted the right to terminate this Contract at any time upon failure of the Employee to meet or pass the qualifications and standards set by the Company. Failure of the Company to exercise this right shall be without prejudice to the termination of the Employee ’s services for other causes provided herein and by law.

1. **Confidentiality**

The Employee, during and after his/her employment, shall not communicate to any individual, firm, or corporation, any information concerning matters affecting or relating to the business of the Company, including, but not limited to, any information concerning the business of the Company, its manner of operation, its plans, strategies or other data, including information regarding its clients, suppliers, or customers, without regard to

whether or not any of the foregoing matters are deemed confidential. A violation of this clause shall entitle the Company to damages from the Employee, in an amount which shall not be less than the losses incurred by the Company due to the Employee’s disclosure, as determined by the Company. Failure to observe confidentiality entitles the Company to terminate the employment immediately.

1. **Company Image**

The Employee is required to exert due diligence to protect the company’s image. Any inappropriate act(s) that damages the company’s image, at the Company’s sole determination, entitles The Company not only to terminate this Agreement immediately, but also to damages.

1. **Asset/Property of The Company**

Should there be any loss sustained by the Company arising out of the Employee’s negligence, the company reserves the right to pursue claims against The Employee.

1. **Tips; GIFTS**

The Employee is not allowed to solicit and/or keep any tips from customers and any breach hereof shall immediately result in termination of employment without compensation.

The Employee is not allowed to accept any gift from guest(s) and is enjoined to reject any offers politely. Should clients insist, the Employee shall inform their department head immediately after the acceptance of the gift, regardless of the value, and the Company shall have the sole discretion as to the disposition of said gift.

1. **Loan**

The Employee shall not take advantage of his/her position in order to collect information of customers, agents and shareholders of the Company, nor lend money to or build up any loan relations with any of the foregoing persons for his/her own or for another party’s pecuniary benefit.

1. **LEGAL REMEDIES**

Upon violation of any provision of this contract or the Company’s Code of Conduct, the Company reserves the right to pursue all legal remedies available to pursue claims against the Employee for any damage that may have been caused to The Company.

1. **Internal Rules and Agreement**

The Employee shall comply with all the provisions of this contract and also any other rules, policy and procedure which may now or hereinafter be imposed by the Company from time to time.

1. **NON-WAIVER**

The failure of The Company to exercise any of its rights contained herein shall not be construed as a waiver on the part of the Company of such right.

1. **SEPARABILITY CLAUSE**

Should any of the provisions herein be declared illegal or unlawful, the same shall not invalidate the rest of this Agreement.

1. **GOVERNING LAW**

This contract shall be construed in accordance with the laws of the Philippines and any matter not covered by this Agreement shall be dealt with in accordance with Philippine Labor Law.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts and the two documents bearing the signatures of the parties herein shall be taken as one document.

IN WITNESS WHEREOF, the parties have set their hands this Employment date at Manila.

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| The Company / Its designated person |  | The Employee |  |
|  |  |  | |
| Maggie S.V. Lei |  | Employee Name | |
| General Manager |  | Position | |
| Suncity Group Manila Inc. |  | ID/ Employee No.: | |
| Date : |  | Date : |  |

|  |  |  |
| --- | --- | --- |
| **Table--Brief term and reference** | | |
| Item 1 | Contract Effective Date |  |
| Item 2 | Position |  |
| Item 3 | Grade |  |
| Item 4 | Monthly Salary | PHP |
| Item 5 | Working Hours | Eight (8) hours a day for six (6) days per week |
| Item 6 | Paid Vacation Leave | seven (7) days per year |