

November 04, 2022

ANA MARIE TERANTE

Purok Kapayas, Brgy. Malingin, Bago City, Negros Occidental, 6101

Dear Ana Marie:

We are pleased to confirm our offer to you to work as a **SOFTWARE DEVELOPER** for **SPRINGVALLEYTECH CORP.** (the "Company"). In this capacity, you will be responsible for tasks assigned to you by your Superior and provide consistent, high-quality service and accurate deliverables on projects. You will also be required to attend periodic team and project meetings, as well as training sessions to develop your skills and competencies.

Employment Date

If you accept our offer, you will begin your employment on November 14, 2022

Duties and Responsibilities:

The Software Developer's duties include designing and building computer programs that power mobile devices and computers. If deployed, you are expected to deliver client-specific tasks reflected on the Statement of Work provided by the client. There are several core responsibilities associated with these roles, including:

- Working with other developers to design algorithms and flowcharts.
- Producing clean, efficient codes based on specifications.
- Integrating software components and third-party programs and systems.
- Verifying and deploying programs and systems.
- Troubleshooting, debugging, and upgrading existing software.
- Gathering and evaluating user feedback.
- Recommending and executing improvements.
- Creating technical documentation for reference and reporting.
- Perform other duties as assigned.

Conditions for Employment

It is understood that this offer is contingent on the following:

- 1) Your representation that you are not subject to any other employment agreement or any other restriction that would prevent you from performing your duties as the Software Developer at the Company as of the aforementioned start date.
- 2) Favorable results of background investigation and completion of pre-employment requirements.

In any event, you warrant that: there is no restriction of the nature described above imposed on you; you have a good credit standing and are not otherwise heavily indebted beyond your means; have not committed, nor have been accused of having committed a crime; are not afflicted with any incurable disease or physical condition that could adversely affect work performance; and that you have not been dismissed for cause, forced to resign or denied employment previously. You understand that any misrepresentation in this regard may give rise to your dismissal for cause from the Company.

- 3) Your execution of the **Non-Disclosure Agreement**.
- 4) Your having passed the training program required for your position if applicable.
- 5) Management reserves the right to reassign you to other departments/functions as deemed necessary.

Compensation Package

- **Monthly Base Salary:** Php12,000.00 wherein half of which is payable no later than the 15th day and the other half no later than the last day of each calendar month. This amount will be divided according to the number of workdays in a calendar month, subject to any deductions for unauthorized or unexcused absences. Your salary has been determined and calculated to include compensation for unworked legal holidays. The company will withhold from your salary and pay on your behalf any income taxes and contributions to government benefit plans as required by law.
- **Work Hours** – 9 HOURS daily inclusive of 1-hour lunch break and two 15-minute breaks; Five (5) Days per week unless advised by Management.
- **Free Saturday Training** (*Springboard Saturday Sessions*) twice a month from 10am until 12:30pm.
- **Free Lunch** – Daily from Monday until Friday and every Spring Saturday Session.

- **Government mandated 13th month pay**, which is “one-twelfth (1/12) of the total basic salary earned by an employee within a calendar year,” no later than 24th December of each year.
- **Government Benefits** – SSS, PhilHealth, and Pag-Ibig contributions.

Finally, upon becoming a regular employee after successful completion of your probationary period you will be eligible of the following benefits:

- **Vacation Leave** - 12 days/calendar year.
- **Sick Leave** - 12 days/calendar year.

NOTE: Employees start to earn leave credits on their first month, however, may only consume their earned leaves upon regularization. Unconsumed leaves are non-convertible to cash.

Probationary Period

You will be on probationary status for no more than six (6) months from the start of your employment. During this period, the Company will evaluate your performance in terms of your dependability, efficiency, initiative, attitude (as regards to our customers, the Company and its officers and your colleagues), cooperation, client response, judgment, punctuality, quality and quantity of work, and professionalism.

You understand that the Company can terminate your employment during this probationary period for any just or authorized cause, or if you fail to meet reasonable standards of satisfactory performance, or to pass the training program required for your position (when applicable). Upon favorable evaluation, on or before the end of the probationary period, your employment status will be converted to regular.

Rules of Conduct

The Company shall provide you with the Company Handbook and you agree to abide by all the Company rules and policies during the course of your employment. In addition, you agree to refrain, during your employment with the Company, from engaging in any activity which is prejudicial to the interests of the Company, or which will interfere with the performance of your job, whether during or outside Company hours, without the prior written consent of the Company. You agree to give immediate notice to the Company of any possible conflict of interest which you may have.

You agree to perform the duties and responsibilities assigned to you with utmost zeal and devotion, under pain of being cited for gross inefficiency, which is failing to attain work

goals and quotas within the allotted reasonable period, producing unsatisfactory results, resulting in a performance rating of average or its equivalent for the program/department assigned to you under the Company's performance appraisal system. You hereby recognize that gross inefficiency is a cause analogous to the just causes for termination from employment.

In order to successfully serve our clients, the Company must operate 12 hours a day, 6 days a week. You understand that you will be scheduled for a regular workweek that may include any shift or calendar day of the week. At times, as the business dictates, you may be requested to work on legal holidays when necessary.

You agree that all Company records, documents, and properties in your custody or control shall be immediately surrendered to the Company, if requested, during your employment, and at the termination thereof, whether or not requested. You agree that should you decide to leave employment with the Company, you will provide the Company with at least 30 days notice prior to your resignation.

You agree that as an employee of the company, whether on probationary or regular status, you may be asked to transfer from one location to another or from any type of work to another. Any change in your assignment will be communicated to you.

You agree, during the entire period of your employment, to be assigned to any team or project, workplace, or branch of the Company for such periods as may be determined by the Company as reasonable and necessary to its operations.

Finally, you hereby expressly authorize the company to deduct from any amount payable to you at the time of the termination of this contract or expiration of your employment any claim which the company may have against you, under and by virtue of, or arising from this employment contract. If the amount due you is not sufficient to satisfy the claims of the company, the company may not be stopped from taking the proper necessary actions to ensure full payment of any and all such claims.

Governing Law

The terms and conditions of your employment, as well as this agreement, shall be governed by and construed in accordance with the laws of the Philippines. The Philippine courts and labor arbitral agencies shall have jurisdiction over disputes, which may arise in connection with your employment.

Repealing Clause

It is expressly agreed and understood that there are no other agreements or understandings, verbal or written, between you and the Company or any of its agents and representatives apart from this agreement. Any alterations or revisions of the terms and conditions herein must be made in writing and executed by both you and the Company before such alterations or revisions may take effect.

Your signature in the space provided will acknowledge your acceptance of these terms of employment.

We are excited to have you as part of our team. We are confident that your employment with the Company will be beneficial to both parties.

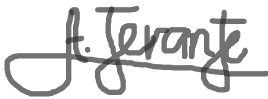
Respectfully yours,

A handwritten signature in black ink, appearing to read "Jonathan Defensor de Luzuriaga".

JONATHAN DEFENSOR DE LUZURIAGA
CEO – SPRINGVALLEYTECH CORP.

Acknowledgement and Acceptance Clause

I hereby acknowledge receipt of this employment letter and agree without qualifications or reservations to all the terms and conditions stated therein.

A handwritten signature in black ink, appearing to read "Ana Marie Terante".

ANA MARIE TERANTE

11/28/22

Date