

CONTRACT OF PROJECT BASED EMPLOYMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 6th of September, 2024 in Makati City by and between:

Teligent Systems, Inc., a corporation duly organized and existing under the laws of the Republic of the Philippines with business address at 27th Floor, Tower 2, The Enterprise Center, 6766 Ayala Avenue corner Paseo de Roxas, Brgy. San Lorenzo, Makati City, Philippines 1226, represented by its Director – Finance & Outsourcing **Ms. Catherine S. Palma**, hereinafter referred to as the ‘**COMPANY**’

and

Mr. Prince Allyson O. Macalino, Filipino, of legal age and with residence and postal address at Centro St. Brgy. Bebe Anac, Masantol, Pampanga, hereinafter referred to as the ‘**PROJECT BASED EMPLOYEE**’.

Witnesseth that:

Whereas the COMPANY is engaged in the business of providing system development and maintenance services for computer operations;

Now, therefore, for and in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. The COMPANY is engaging the services of the PROJECT BASED EMPLOYEE as **Java Developer I** from **September 12, 2024** to **March 11, 2025** or during the existence and duration of the PROJECT to which the EMPLOYEE is assigned and shall cease thereafter unless otherwise extended by mutual consent between COMPANY and PROJECT BASED EMPLOYEE. Terms and conditions of extensions shall be covered in a separate agreement. Should the PROJECT BASED EMPLOYEE fail to commence work on the said date with no intention of pursuing such engagement OR intentionally and unilaterally fail to finish this contract, the COMPANY shall be entitled to recover from the PROJECT BASED EMPLOYEE, by demand and without court intervention or order, costs actually incurred for the EMPLOYEE’s engagement and damages, maximum of two (2) - month salary.
2. The PROJECT BASED EMPLOYEE shall perform his services at **Philippine National Bank Pres. Diosdado Macapagal Blvd, Pasay, 1300 Metro Manila (CLIENT)**, and at such other places as designated by the COMPANY/CLIENT to perform these services in accordance with this agreement. The PROJECT BASED EMPLOYEE is required to be in the office premises from **8:30 AM-5:30 PM** or as mandated by the client. Any extension or Over Time shall be pre-approved by the immediate superior. Where the PROJECT BASED EMPLOYEE was made to work outside the specified workplaces, PROJECT BASED EMPLOYEE must submit a monthly itemized statement of expenses incurred and the services rendered.
3. The PROJECT BASED EMPLOYEE is expected to perform the services indicated in Annex A (Job Description).
 - 3.1. Should the assigned PROJECT experience a *down-time* due to some reasons incurred by the Client causing delay, other system development tasks and projects will be assigned to the PROJECT BASED EMPLOYEE.
4. The PROJECT BASED EMPLOYEE shall directly coordinate with the designated supervisor in connection with the performance of his/her duties under this Agreement.
5. The PROJECT BASED EMPLOYEE shall have no right or authority to assume or create any obligation of any kind in the name or on behalf of the COMPANY/CLIENT, except in accordance with this contract and/or as authorized and approved by the COMPANY/CLIENT.

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6. The PROJECT BASED EMPLOYEE shall render at least eight (8) hours/business day of the month (excluding break time) in fulfilling his/her obligations under this contract.
7. The PROJECT BASED EMPLOYEE shall be given a gross compensation of **PHP 20,000** per month, inclusive of SSS, Philhealth and Pag-Ibig contributions (see Annex B for Net Pay Calculation). However, given the nature of the employment, the 'no work no pay' basis shall apply. The salary shall be released on the **10th and 25th of the month** or 3 working days after receipt of the official Daily Time Record (DTR) and/or as required, a *Time and Activity Record* whichever comes later.

Adjustments such as OT's and Night Differential shall be computed from the base rate of **Php 114.94** per hour

8. The PROJECT BASED EMPLOYEE agrees that the rate herein stated shall apply for a minimum period of (6) six months to commence on **September 12, 2024**. In the event of rate adjustment, the provisions of this agreement shall be superseded by the new rate/agreement.
9. The PROJECT BASED EMPLOYEE is entitled to receive the following benefits given by the company depending to the terms and conditions stipulated herein:
 - 9.1. HMO – Enrollment on the 1st month of employment.
 - 9.2. Service Incentive Leave for 5 days – Effective on the 1st month. This is subject to the condition on one (1) year service to the Company, and that in case employment is less than one (1) year, as such in the event of dismissal or resignation, the PROJECT BASED EMPLOYEE is giving the COMPANY, the authority to deduct from his last pay the proportionate amount or value of the Service Incentive Leave (SIL) paid in advance.
 - 9.3. Bereavement Leave & Financial Assistance: 2 days Leave with pay in the event loss of the Immediate Family (Parent, Husband, Wife, Children, Brother & Sister); Entitlement of this benefit is upon completion of the one (1) year tenure in the company.
 - 9.4. Other Time-Off Leave Benefits with Pay as prescribed and mandated by Law: (Maternity, Paternity, Parental or Solo Parent, Leave for Victim of Violence Women and their Children and Special Leave for Women) Entitlement and implementation is subject to the Company's rules and regulations.
10. Both the COMPANY and PROJECT BASED EMPLOYEE agree that the PROJECT BASED EMPLOYEE shall act as an independent PROJECT BASED EMPLOYEE in the performance of his/her duties under this contract. Accordingly, the PROJECT BASED EMPLOYEE shall be responsible for payment or remittance of all taxes including social welfare and other statutory benefits to the concerned government agency arising out of the PROJECT BASED EMPLOYEE's activities in accordance with this contract as required.
11. The PROJECT BASED EMPLOYEE shall submit a monthly itemized statement setting forth the time spent, and services rendered - DTR and TAR - duly signed and approved by his/her supervisor, every 15th and last working day of the month. Excess work hours and Overtime work should be pre-approved by his/her supervisor.
12. During the course of engagement with the COMPANY access to confidential information relating to the COMPANY's and/or client's business, including without limitation computer code, algorithms, modes of operation, techniques, testing procedures, methodologies, designs, specifications, documentation, and other details of its products and services will be available. As such PROJECT BASED EMPLOYEE is required to hold this in strict confidence and to take all reasonable precautions to protect such information. Such information should not be divulged to any third party or person, or copy, distribute or give access through any media.
13. All written materials including programs, documentation and correspondence generated as a consequence of the PROJECT BASED EMPLOYEE's engagement with the COMPANY shall belong to the COMPANY and/ or its Client/s.

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14. The PROJECT BASED EMPLOYEE hereby agree not to engage his/her services with companies or individuals in direct competition with the COMPANY's products and services for a period of one (1) year starting from the date of termination.
15. In case of pre-termination of this agreement, both parties are required to give a 30-day prior written notice. For failure to give a 30-day prior written notice, Teligent Systems Inc. reserves the right to:
 - 15.1. Withhold the release of any certification and/or clearance;
 - 15.2. Deduct the costs actually incurred during the remaining portion of the uncompleted term of the engagement and damages the amount payable to the PROJECT BASED EMPLOYEE maximum up to two (2) month salary.
 - 15.3. Pursue legal action against the PROJECT BASED EMPLOYEE on the gravity of the impact on the PROJECT and on other tasks and PROJECTs which may have been assigned within the engagement period.
16. Subject to faithful observance of due process, COMPANY has the right to terminate the employee's service on the following grounds:
 - 16.1. PROJECT BASED EMPLOYEE's performance is below the standard set by the COMPANY; (Below 3.0)
 - 16.2. Upon completion of the PROJECT to which the employee is assigned;
 - 16.3. The employment contract for Project Based Employment Ends. /Upon expiration of the Project Based employment contract.
 - 16.4. The contract between COMPANY and client has been pre-terminated or has reached its full term;
 - 16.5. For just and authorized causes as provided by law.
17. PROJECT BASED EMPLOYEE is required to accomplish a clearance and submit the same to the COMPANY's HRD on or before the end date of the contract. PROJECT BASED EMPLOYEE's final pay shall be released within thirty (30) days from date of separation or termination of employment.
18. PROJECT BASED EMPLOYEE is required to faithfully comply with Teligent Systems Inc.'s policies, guidelines, rules and regulations particularly with respect to working hours, conduct while at work and relationship with colleagues in the COMPANY and with COMPANY Clients.
19. Both the COMPANY and the PROJECT BASED EMPLOYEE agree to the terms and condition of this contract.

TELIGENT SYSTEMS INC.

COMPANY

By:

**Catherine S. Palma**

Director - Finance & Outsourcing

I hereby certify that I have read the provisions of the foregoing agreement and that I fully understand the same. I further certify that the provisions of the COMPANY rules and regulations pertinent to this PROJECT have been read and explained to me, and that I bind myself to comply strictly therewith.

CONFORME:

Prince Allyson O. Macalino

Date: September 6, 2024