

## **Private and Confidential – TERMS OF AGREEMENT**

**Name:** Romelen Maven Baluca Redillas

**Address:** P2 BLK 19 Lot 22, San Lorenzo Ruiz, Taytay, Rizal, Philippines

We are pleased to confirm that your application for working with us has been considered favorably. Your work with us shall be governed by the following terms and conditions and such other terms and conditions which we may from time to time communicate to you in writing:

### **1. COMMENCEMENT DATE.**

**Status:** Part time

**Date of Hire:** 13<sup>th</sup> April 2022

### **2. POSITION AND RESPONSIBILITIES**

**Department:** Web Development

**Job Title:** Senior Full Stack Developer I

As a Senior Full Stack Developer, you must exhibit the behavioral capabilities set forth in Annex "A" hereof.

### **3. SALARY AND BENEFITS.** In consideration for your services, we shall provide you the following monthly salary and benefits:

3.1 Basic Monthly Salary: P23, 000

You will be paid every 15<sup>th</sup> and 30<sup>th</sup> of each month. Further, salary review will happen every April of each year.

3.2 Benefits. You agree that the only benefits you are entitled to are those that are enumerated in Annex "C" hereof.

### **4. WORKING HOURS.** You shall be required to render *6 service hours a day for 5 days*. The agreed normal work hours will be from *8:30 PM to 2:30 AM*. This will be a work from home set up. While working with us, you agree that you shall devote your full working time hours to our affairs and shall faithfully and diligently serve the business' interest.

### **5. CONFLICT OF INTEREST.** You agree, represent and warrant that you shall not engage in any activity that will result in conflict of interest with your functions with us, particularly those enumerated in your job description.

### **6. CONFIDENTIALITY OF COMPENSATION.** Since your compensation is specially customized for you, individual compensation is an extremely sensitive and confidential issue. Confidentiality of your compensation is in keeping with the highest ethical and professional standards. You agree not to discuss the compensation of any other individual or disclose your own compensation to anyone. Any issues with respect to your compensation may be

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discussed only with the signatory of this letter. Violation of this provision shall subject you to the applicable disciplinary proceedings.

- 7. CONFIDENTIALITY AND NON-DISCLOSURE.** All records, documents, designs, including financial transactions, are considered strictly confidential in all its aspects and totality. You agree to strictly abide by all policies and procedures established by us regarding the handing and disclosure of confidential information. Unless compelled by a legitimate judicial order, you shall not, in any way or manner, disclose or reproduce such confidential information without our prior and written consent. Whether during or after your work with us, you undertake that:

7.1 You shall protect any confidential information that you or us acquired as a result of our work.

7.2 You shall not disclose confidential information, nor use such information for any unauthorized or illegal purpose, whether for personal advantage or for the advantage of a third party.

7.3 You shall not discuss confidential information in a public place or a social environment unless with the specific approval of the signatory and only if there is a legitimate business reason for doing so.

- 8. LEAVING US.** You are required to provide us with *at least thirty days (30 days)* prior written notice should you decide to voluntarily terminate this agreement and leave us. Please tender your written resignation to the signatory of this letter.

- 9. POSSESSION AND OWNERSHIP.** You agree that upon the request by us, and in any event upon termination of employment (whether by resignation or otherwise), you shall turnover to us all documents, files or other material in your possession or under your control which may contain or be derived from the confidential of the business or its clients, together with any documents, files or other work product which are of may be connected or derived from your services to us. You shall, from time to time may be requested by us, do all things which may be necessary to establish or document our business' ownership of any such work product, including but not limited to execution of appropriate copyright applications or assignments.

- 10. NON-DISPARAGEMENT.** During the period of working with us or thereafter, you agree not to engage in any form of conduct, or take any statements or representations, that disparage or otherwise harm the reputation or commercial interest of the business or of its current owner, workers and staffs. If you violate this provision, you agree that we shall be entitled to collect liquidated damages from you in an amount equivalent to *fifty-percent (50%) of your most recent annual salary*.

- 11. NON-COMPETITION.** You agree and covenant that because of the confidential/sensitive nature of the confidential information and the work processes of the business and its clients, and because the use of, or even the appearance of the use of, such confidential information or knowledge of possession in certain circumstances may cause irreplaceable damage to the business and its reputation, or to the clients of the business, you shall not, until the

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*expiration of one (1) year* after the termination of the work relationship between you and us, engage directly or indirectly in any business, enterprise or employment which is directly competitive with the business. This will be allowed only if you received a written approval from the signatory of this agreement.

**12. ENFORCEABILITY.** The provisions of this agreement shall be enforceable notwithstanding the existence of any claim or cause of action you may have against with us, whether predicated on this agreement or otherwise.


**13. TERMS OF THE AGREEMENT.** This agreement shall be effective on *13<sup>th</sup> April 2022* and shall terminate upon leaving us (whether by resignation or otherwise), except for such provisions that are intended to survive the termination of this agreement by their very nature and context. Further, we will give you 2 warning notice should you fail to comply with our policies and procedures. The moment you breach our agreement for the third time, you agree that we will terminate our agreement.

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If the foregoing is in accordance with your understanding, kindly signify your conformity on the space provided hereunder, and return a copy to us.

  
Franz Joseph Zaragoza

I have read the terms and conditions highlighted in this Agreement and consequently affirm my acceptance.

  
Romelen Mayen B. Redillas  
**Printed Name and Signature**

April 13 2022  
**Date signed**

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### Annex A – CORE VALUES

<b>RESPECT</b>	Respect the views and opinions of others. Treat others as we'd like to be treated
<b>TEAMWORK</b>	Build positive working relationship internally. Make positive difference to colleague. Work together effectively
<b>QUALITY</b>	Passionate about consistently delivering high quality work and achieving success to meet clients' needs and the needs of the team. Ensure effective and efficient delivery of work/projects
<b>INNOVATIVE</b>	Proposes and builds creative solutions, keen to learn and drive through change. Sets ambitious goals and challenge oneself to improve, giving and seeking honest feedback along the way.
<b>INTEGRITY</b>	The quality of being honest and compliant with business policies including its terms and conditions.

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### **ANNEX C – BENEFITS**

#### **1. Upon Hire**

1.1 On-line training – we will provide you with on-line training materials and learning whenever necessary.

1.2 Any other hardware/software/tools needed in the conduct of the work.

Should you wish to work with us full-time, you will be entitled for a discretionary monthly bonus.