

PROJECT EMPLOYMENT CONTRACT

This Project Employment Contract (hereinafter referred to as the "Contract") is made and entered by and between parties:

COMPANY DETAILS:

COMPANY NAME:	SHOREAGENTS INC.	
Business Address:	Unit 1F-2 Business Center 6, Philexcel Business Park, M.A. Roxas Highway, Clark Freeport Zone, Pampanga, Philippines	
President:	Stephen Philip Atcheler	

PROJECT EMPLOYEE DETAILS:

EMPLOYEE NAME:	Rizalyn Valdez
Residence Address:	Block 11 Lot 56, Lindale Subdivision, Sapang Biabas, Mabalacat, Pampanga

The PARTIES MUTUALLY agree on the following terms and conditions:

SECTION 1: PROJECT TERMS AND CLASSIFICATION

- 1.1 The Employee is considered as Project Employee with details specified in **Annex A.** It is understood that Employee's employment shall be co-terminus with the project and shall automatically terminate upon the completion or termination of the said project, unless otherwise specified in writing by Employer.
- 1.2 The Employer rules, policies and regulations are deemed incorporated in this Contract. The Employee shall familiarize himself and comply with all existing Company rules, policies, and regulations. The Employee shall likewise comply with such further rules, policies, and regulations that may be implemented in the future. In cases involving grave violations of key Company policies, rules and regulations, the Employer may impose the appropriate disciplinary measures, including but not limited to demotion, preventive suspension without pay, suspension, as well as dismissal.
- 1.3 Unless extended by mutual written agreement of the parties or as otherwise provided by law, the probationary period of project employment ("Probationary Period") shall be for six (6) months with exact dates specified in **Annex A.** It being understood that successfully completion of the Probationary Period is a condition sine qua non before the Employer may appoint him/her as Project Employee.

R.V.

+63 45 499 3268 +61 2 9119 2578

■ info@shoreagents.com

shoreagents.com

SHORE360, INC.
Unit 2F-2 Philexcel Business Centre 6,
Philexcel Business Park,
M. Roxas Highway,
Clark Freeport Zone, Philippines 2009



Furthermore, it is understood that the probationary period forms part of the period of project employment.

During the probationary period, the Client and/or Immediate Supervisor shall closely supervise and monitor employee's performance or suitability or fitness for the job as against accepted Company work standards. These standards, as discussed and agreed between the Employee and his immediate superior are contained in the documents entitled "Performance Evaluation" attached hereto as Annex "B" and made an integral part hereof.

The Employer, in its discretion, may terminate the services of the Employee for just or authorized causes, and failure to meet prescribed Company standards for performance and conduct made known to the Employee, at any time during the period of project employment.

The Immediate Superior, with the aid of the Client's feedback on the Employee's performance, shall evaluate the Employee's fitness to continue the period of project employment by conducting two formal Reviews, within the **first month and first three months** of the probationary period or as often as it is deemed necessary in order to ensure the fitness of the employee every after end of each month of the probationary period. The results of each evaluation shall be communicated by the Immediate Superior and Human Resources Officer to the Employee and shall be the basis of the Employer's determination of whether or not the Employee is fit to continue with the Regular Employment.

A Final Evaluation shall again be conducted within **one (1) month** prior to the expiry date of the six (6) month probationary period, to determine the eligibility and fitness of the Employee for appointment to Project Employment status.

- 1.5 This contract shall be in full force for the duration of the subsistence of the contract with **A CLIENT** with details specified in **Annex A**, unless sooner terminated by reason of the pre-termination, cancellation and/or rescission of the aforesaid Contract with CLIENT and/or in the event the CLIENT decides to downsize or reduce its workforce requirements under the aforesaid contract with the CLIENT. This Contract of Employment may likewise be terminated by the Employer for valid cause(s) as provided by the Labor Code of the Philippines as well as the rules and regulations of the Employer which may now or hereinafter be enacted or promulgated.
- The Employer may likewise terminate this Contract at any time during the PROJECT period if the Employee fails to meet the standards and the criteria set by the Employer and/or Client for the position to which Employee is appointed to. During the PROJECT period, the services of the Employee shall be monitored for compliance with the required job standards and/or specifications, compliance with prescribed quotas, efficiency, attendance, deportment, applicable policies, rules, and regulations of the Employer and/ or the Client which may now or hereinafter be enacted or promulgated, and other factors.

SECTION 2. ONBOARDING

2.1 The Employee must submit the pre-employment requirements on time and fill out the mandatory Company forms as required by the Employer, otherwise, the Employer shall neither be held liable nor accountable for the non-entitlement, delay and/or insufficiency of the compensation, benefits and/or other incentives payable to the Employee by reason of non-compliance.





Page 2 of 16

- 2.2 The Employee shall undergo a **PRE-EMPLOYMENT MEDICAL EXAMINATION** prior to commencement of this contract. Failure to undergo the said examination may result to delays in start date and/or termination of this contract.
- 2.3 The Employer shall treat with utmost confidentiality the results of the medical examination. Should Employee be found to have serious illness deemed harmful or detrimental to the operations of the Employer, this contract shall be terminated in accordance with the related provisions of the Philippine Labor Code.
- 2.4 The Employer may conduct a **REFERENCE/BACKGROUND CHECK** at any time within the duration of the PROBATIONARY PERIOD. Should the Employer receive an unfavorable or adverse feedback within such period, Employer shall have the right to determine whether to continue or severe the services of the Employee depending on the gravity of the information received and which shall, in any case, be in accordance with Section 8 of this Contract.

SECTION 3. WORKING HOURS, DAYS AND TIME

- 3.1 The Employee shall report to work and shall work whether at home or at the principal office of the Employer, a minimum of forty (40) hours per week, or nine (9) hours a day inclusive of one (1) hour lunch break, specific day and time to be discussed by the Client and/or Immediate Superior.
- 3.2 Tardiness and overtime work shall be subject to existing Company practices as contained in relevant Company memorandums, rules and regulations.
- 3.3 The Employee likewise agrees to render overtime work whenever the exigencies of the operations may require, upon the direction of his/her Client and/or Immediate Superior and shall be compensated as per Labor Code and or Company Policy.
- 3.4 Work schedules may be changed from time to time to address the Employer's business requirements, business hours and regular gazette working days. The Employee also agrees to work beyond regular hours, on their rest days and/or holidays when required by the exigencies of the operations. Only rank and file and Employees are entitled to overtime pay.
- 3.5 The Employee shall be based in the Company's office in Clark, Philippines or in any other area consistent with Employer's plans and programs.
- 3.6 The Employee may, at any time, during the period of this Project Employment, be assigned to any work or workstation for such periods as may be determined by the Employer whenever the service requires such assignment.

SECTION 4. WORK-FROM-HOME ARRANGEMENT

- 4.1 The Employee agrees that the Employer may require the Employee to work from home as may be required by the exigencies of the business, the organizational requirements of the Employer and the responsibilities of Employee's position.
- 4.2 The work-from-home arrangement shall follow the herein provided hours of work and compensation, unless otherwise agreed by the parties.
- 4.3 Overtime work hours exceeding eight (8) hours of work will be paid provided that the same is authorized in advanced by the Immediate Manager.

R.V.

- 4.4 Work from home schedule must be approved by the Immediate Manager of the Employee.
- 4.5 This work arrangement should be kept confidential and not applicable to other Employees.
- 4.6 All programs necessary for work shall be for the account of the Employer.
- 4.7 Equipment may be provided by either the Employer or Employee depending on the agreement between parties.
- 4.8 Expenses incidental to electricity, internet connection fees, etc., shall be for the account of the Employee.
- 4.9 The Employee shall also be responsible for the security of the equipment to be used by using antivirus software for their computer.
- 4.10 The Employee will be responsible in filing their attendance using the Employer's prescribed system.
- 4.11 The Employee must not render his/her services to another company engaged in the business of BPO during validity of the Contract.
- 4.12 The Employer reserves the right to inspect the remote workplace for security, OSH workplace standards and practical workspace to perform required tasks.
- 4.13 The Employer may always terminate the work-from-home agreement due to following: no more business reason to continue provide work-from-home arrangement; violation of agreement; failure to meet Employer standards; violation or risk of violating trust and confidence; or other acts that would results in difficulty implementing this agreement.
- 4.14 Cancellation may be given through written notice (i.e., email) or phone instructions by the Employer at least Seven (7) days before the effectivity date.
- 4.15 The Employer may change the terms and conditions of this agreement.

SECTION 5. COMPENSATION AND BENEFITS PACKAGE

- 5.1 The Employee shall receive a **COMPENSATION PACKAGE** for services rendered under this contract, as detailed in **Annex A.** This total compensation package includes all applicable differentials, including night differentials for covered worked hours on the night shift. There shall be no adjustments to the salary if the employee transitions to the day shift.
- 5.2 The compensation as designated above shall be released in bi-monthly increments by direct payment to the Employee's payroll account.
- 5.3 The Employer espouses a "no work, no pay" policy. The Employee shall abide by the established work hours of the Employer and/or the assigned work schedule. Failure to complete the established work hours by reason of tardiness, absences, undertime or other incidents preventing the Employee to complete his work hours shall not be compensable.
- 5.4 The Employer's liability for Philippine income tax on the salary package will be deducted from the compensation and remitted by the Employer to the Bureau of Internal Revenue. Pursuant to existing law, rules and regulations, mandatory contributions to various government agencies and institutions shall be deducted from the compensation including, but not limited to the following:
 - Withholding Income Taxes;
 - Social Security System;



R.V.

- Philippine Health Corporation; and
- PAG-IBIG Fund
- 5.5 The Employee is entitled to receive the BENEFITS PACKAGE as specified in **Annex A.**

SECTION 6. MULTIMEDIA CONSENT

6.1 The Employee hereby authorizes the Employer to use print or electronic media showing his/her images and personally identifiable information for job advertisements, social media, company website, and such other forms of publication for purposes of promoting the company to the public.

SECTION 7. TERMINATION BY THE PROJECT EMPLOYEE

- 7.1 The Employee may terminate this Contract for whatever reason upon thirty (30) days' notice to the Employer; in which case, the Employer shall not be obligated to make any further payments under this Contract except the amounts due upon effectivity of such termination. In the absence of such notice, the Employee shall be held liable for damages.
- 7.2 The Employee authorizes the Employer to deduct from the last pay, all, or any monetary liabilities that the Employee has incurred within the contract period. In the event that the liabilities exceed the amount of the last pay, the Employee shall be required to pay the outstanding amount in full.

SECTION 8. TERMINATION BY THE COMPANY

- 8.1 In addition to the grounds provided for in the Labor Code, as amended, the services of the Employee may be terminated for just causes, including but not limited to:
 - Failure to meet prescribed Employer standards for performance and conduct made known to the Employee.
 - Lack of fitness for the position after evaluation of his performance through Performance Review conducted by the Client and/or Immediate Superior of the Employee, as provided in Annex B of this Contract.
 - Violation of and Prohibited Recordings, Non-Solicitation and Non-Competition clauses of this Contract.
 - Misrepresentation of work credentials, including the submission of false documents in relation to his/her application for project employment in the Employer.
 - Solicitation of money or other valuable from the Employer's clients, prospective clients, investors, and Employees for his personal use.
 - Violation of key Company policies, rules, and regulations.
 - The Employer loses its trust and confidence in the Employee.

In case of termination, the Employer shall observe proper notice and processes, consistent with laws and Company policies.

It is hereby agreed that in case of termination by the Employer on any of the above-cited grounds, the Employer shall not be obligated to make any further payments under this Contract except the amounts due at the time of such termination in accordance with Section 5 hereof.



Document Ref: IKRGW-86T3R-M24CR-DP4PF

8.2 If at any time during the Project Employment Period, the Employee shall become totally or partially and permanently disabled, or found to be suffering from any disease and whose continued employment is prohibited by law or is prejudicial to his health as well as to the health of his coemployees, the Employer may at any time thereafter, by giving written notice to the Employee (before the Employee has recovered from such disability), terminate this Contract; Provided, that he is paid his Basic Salary up to the date of his termination. The same applies if the disability is not permanent but the duration of which exceeds thirty (30) consecutive days or a total of sixty (60) non-consecutive days.

SECTION 9. SECURITY SURVEILLANCE; PERIODIC AND SURPISE INSPECTION; USE AND SAFEGUARD OF COMPANY ASSETS

- 9.1 For the protection of the Employer, its officers and employees, its property as all other persons within the Company premises, the Employee agrees to undergo video surveillance, as well as other reasonable security measures while within the Company premises.
- 9.2 The Employee is fully aware and consents to have any and all his words or actions during office hours, including but not limited to rest period, meal periods and breaks monitored and recorded by the Employer through video surveillance or a closed-circuit television system or any other monitoring and/or recording system which may be adopted in the future. The Employee agrees that any such recording may be used against him in any administrative, criminal, civil or other proceeding.
- 9.3 The Employer reserves the right to conduct appropriate surveillance and recording of the Employee's use of Company computers. Any property in the Company's premises and owned by the Employer, including computer storage media, and filing cabinets is subject to inspection by the Employer at any time without notice.
- 9.4 The Employee shall protect and safeguard all Employer assets, tangible or otherwise, original documents as well as copies thereof in whatever form they may be found, and confidential information that received or generated by the Employee for his use, for transmission or safekeeping or which becomes known to the Employee intentionally or by accident and shall use the same only for official purposes.

SECTION 10. CONFLICT OF INTEREST AND NON-SOLICITATION

- 10.1 The Employee must notify the Employer if he intends to engage in any current or future business, profession, or occupation or activities that interfere with the performance of his job, whether within or outside working hours, with the Employer. This notification is necessary so that a determination can be made as to whether or not the project employment or investment may represent a conflict of interest with the activities of the Employer.
- 10.2 The Employee agrees not to employ or solicit or attempt to employ or solicit, directly or indirectly, or cause to be employed by another, any person who is at any time, a salaried Employee, officer or director of the Company or any of its subsidiaries or affiliates nor form any partnership with or establish any business venture in cooperation with such person, without the express written consent of the Employer.



SECTION 11. NOTICES

- 11.1 All notices, requests, consents and other communications required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given if (a) delivered in person;
 - (b) tendered personally but refused to be accepted; (c) or sent by registered mail to the address stipulated hereunder. The Employee shall notify the Employer in writing of any change in his/her address or personal circumstances within three (3) days. The Employee is deemed to have been given notice if the communication is sent to the last address given to the Employer as stated in **Annex A.**
- 11.2 Communications to the Employer shall be addressed to:

Attn: Human Resources Manager

Unit 2F-2,3,4 Business Center 6, Philexcel Business Park, M.A. Roxas Highway,

Clark Freeport Zone, Pampanga

SECTION 12. RETURN OF COMPANY PROPERTY, DOCUMENTS AND COPIES THEREOF

12.1 The Employee agrees that all deliverables, records, notes, reports, correspondences, memoranda, equipment, documents, or properties, including copyrightable materials developed by the Employee shall remain the property of the Employer the full ownership of which the Employee hereby explicitly assigns, endorses, and transmits to the Employer. At the termination of Employee's project employment with the Employer, or the request of the Employer made at any time, the Employee shall deliver to the Employer any and all the aforementioned deliverables, records, notes, reports, correspondences, memoranda, equipment, documents or properties, accessed, created, or developed by the Employee in connection with his relationship with the Employer or its clientele, or otherwise belonging to the Employer, or that contain any confidential information of the Employer or its clientele.

SECTION 13. CONFIDENTIALITY CLAUSE; PROHIBITED RECORDINGS; NON-SOLICITATION

13.1. CONFIDENTIALITY CLAUSE

In general, the Employee shall not, both during and after his employment, reveal to others, any confidential information received or generated by the Employee during his employment relating to the business of the Employer, nor shall the Employee make use of any such information in any way competitive with the Employer. The Employee will not disclose, publish or otherwise reveal, or destroy any of the Confidential Information received from the Employer to any other party whatsoever, except with the specific prior written authorization of Employer.

The Employee hereby agrees to abide by Philippine privacy laws as well as the privacy laws of any and all the countries to which past and present clients and/or customers of Employer are based.

For this purpose, the Employee agrees to keep Confidential Information secret and undertakes and agrees that it will not, at any time (including after the termination of the contract):

- i. Breach all applicable Privacy Principles in relation to any personal information about an individual disclosed to him/her in the course of his/her employment;
- ii. Disclose any confidential information to any person other than a duly designated authorized person;
- iii. Make any unauthorized copies of any confidential information;



- iv. Store confidential information (including copies) on any system other than those belonging to, or authorized by, the Employer or Employer's client; or
- v. Disclose/release/duplicate or otherwise reveal to any other person the access codes, certificates, passwords or other security mechanisms issued to the Employee to enable the Employee to access work-related systems and confidential information.
- 13.2. **OBLIGATION TO RETURN**: The Employee shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.
- 13.3 The obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the Employee, nor by the rejection of any agreement between the Employer and the Employee, by a trustee of the Employee in bankruptcy, or by the Employee as a debtor-in-possession or the equivalent of any of the foregoing under Philippine law.
- 13.4 Nothing herein shall be construed to obligate COMPANY to disclose any Confidential Information to the Employee.
 - The term "Confidential Information" shall include, but shall not be limited to, all data, materials, products, technology, computer programs, specifications, manuals, software, operating processes, business plans, marketing plans, financial information, salary, salary scale, parties and other human resource data, trade secrets, and other similar information: a) created for and by any of the parties hereto in the pursuit of the Employer's business; or b) disclosed or submitted, intentionally or unintentionally, orally, in writing, or by any other media, by the Employer to the Employee.
- 13.5 **PROHIBITED RECORDINGS.** The Employee is strictly prohibited from intercepting and recording, tapping, conversations and/or company recordings, with the use of any mode, form, kind or type of electronic or other surveillance equipment or intercepting and tracking devices, or with the use of any other suitable ways and means for that purpose, all confidential information pertaining to the Employer acquired in the course of employment or engagement with the Employer. Disclosure of such information shall be under pain of proper disciplinary penalty, including but not limited to termination, without prejudice to any civil, criminal, administrative, quasi-judicial or any other legal remedies available to the Employer.
- 13.6 **NON- SOLICITATION:** The Employee agrees not to employ or solicit or attempt to employ or solicit, directly or indirectly, or cause to be employed by another, any person who is at any time, a salaried employee, officer or director of the Employer or any of its subsidiaries or affiliates, nor form any partnership with or establish any business venture in cooperation with such person or entity, without the express written consent of the Employer.
 - The Employee likewise agrees not to canvass, solicit, or in any manner deal with any client of the Employer during his employment, and with any client of the Employer whom he has engaged with in the last two years after the termination of his employment, in any undertaking which is, directly or indirectly, related to or in competition with the services offered by the Employer. The provisions of the Penalty Clause hereof notwithstanding, in the event of default by the Employee under this subsection, he/she shall pay the Employer the amount equivalent to three (3) times the annual fee payable by the client, as aforesaid, as liquidated damages, in addition to actual, moral and exemplary damages, costs and expenses, including reasonable attorney's fees, incurred by the Employer as a result of any such default. The penalty shall increase annually by the Philippine inflation rate dictated by the National Economic and Development Authority for each year.
- 13.7 **NON-COMPETITION:** The Employee shall not, during his employment and within six (6) months after its termination, anywhere within Clark Freeport Zone, Angeles City, Mabalacat City, or in any foreign territory, where the Employer has business presence, own, manage, operate, or control or participate in the ownership, management, operation or control of, directly or indirectly, or have interest in, as a

SHOREAGENT
OFFSHORE REAL ESTATE SOLUTIONS

stockholder, director, officer, employee, agent, consultant, partner or otherwise, any business which produces, sells, develops, designs manufactures, licenses, distributes or otherwise, any business which produces or service which directly or indirectly competes with the products or services of the Employer or any business which provides support or maintenance services for any of the Employer's products or services or any business which is the same as or similar to the business of the Employer.

SECTION 14. LEGAL PRESUMPTION

14.1 Where Confidential Information which is in the sole custody of the Employee has been disclosed to unauthorized parties, a legal presumption shall arise that the unauthorized disclosure is due to the fault or negligence of the Employee and is a breach of this Contract. The Employee shall have the burden of proof to prove otherwise.

SECTION 15. NON-DISCLOSURE

- 15.1 The obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the Employee, nor by the rejection of any agreement between the Employer and the Employee, by a trustee of Employee in bankruptcy, or by the Employee as a debtor-in-possession or the equivalent of any of the foregoing under Philippine law.
- DEFINITION; CONFIDENTIAL INFORMATION: shall include, but not be limited to, all data, materials, products, technology, computer programs, specifications, manuals, software, operating processes, business plans, marketing plans, financial information, salary, salary scale, employee and other human resource data, and other similar information: a) created by the Employee and whose intellectual property rights are owned by the Employer; or b) disclosed or submitted, intentionally or unintentionally, orally, in writing, or by any other media, to the Employee by the Employer or any of its employees or agents.
- 15.3 Nothing herein shall be construed to obligate the Employer to disclose any Confidential Information to the Employee.

SECTION 16. ATTORNEY'S FEES AND GRIEVANCE MACHINERY

- 16.1 The Employer shall be entitled to reasonable attorney's fees to be in the event of suit or action instituted to enforce any of the terms of this Contract, or if any appeal is taken from any decision rendered hereunder, in addition to all other sums provided for by law.
- 16.2 Disputes concerning the legality or termination by the Employer and post-employment claims of Employee shall first be reconciled at the Company level, with both parties their best efforts to resolve their differences amicably.

SECTION 17. GENERAL PROVISIONS

17.1 Governing Law. This Contract shall be governed, construed and enforced in accordance with the laws of the Republic of the Philippines; however, conflict-of-laws provisions shall not be invoked in order to apply the laws of any other state or jurisdiction. The parties hereto agree that venue shall be exclusively and properly set in the courts of Angeles City, Philippines.





Page 9 of 16

- 17.2 The Employee agrees that in the event of any breach or threatened breach by the Employee, the Client and/or the Employer may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Client and/or the Employer against any such breach or threatened breach.
- 17.3 Both parties acknowledge that they have read this Contract, understood it and agreed to be bound by its terms and further agree that this Contract is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, which supersedes all proposals, and all other communications, regardless of the form thereof, between the parties relating to the subject matter of this Contract. No representation promise or inducement has been made by either party that is not embodied in this Contract, and neither party shall be bound by or liable for any alleged representation, promise or inducement not otherwise contained in this Contract.
- 17.4 The Employee may not assign his rights and obligations under this Contract. The Employer may assign its rights and obligations arising from this Contract in the event of any sale, transfer or other disposition of all or substantially all of its business or assets. In such an event, the obligations of the Employer hereunder shall be binding on its successors or assigns, whether by merger, consolidation or acquisition of all or substantially all of its business or assets.
- 17.5 This Contract may be amended, revised, modified, cancelled, renewed or extended only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance.
- 17.6 The failure of either party at any time or times to require performance or any provisions hereof shall in no manner affect the right at a later time to enforce the same. Failure or delay on the part of Employer in the exercise of any right under this Contract, in one or several instances, shall not operate as a waiver against the Employer. Partial exercise of the rights under this Contract shall not operate as a waiver of any other future exercise of such rights under this Contract.

SECTION 18. SEVERABILITY; PENALTY CLAUSE; INTERPRETATION

- If any provision of this Contract is or becomes invalid, illegal or unenforceable, the remaining 18.1 provisions shall remain in full force and effect, and for the invalid, illegal or unenforceable provision shall be substituted a valid, legal and enforceable provision which shall be as similar as possible in economic and business objectives as intended by the parties.
- 18.2. In the event of any default by the Employee, the former shall pay the Employer the sum of Three Hundred Thousand Pesos (Php 300,000) as liquidated damages, in addition to actual, moral and exemplary damages, costs and expenses, including reasonable attorney's fees, incurred by the **Employer** as a result of any such default. The penalty shall increase annually by the Philippine inflation rate dictated by the National Economic and Development Authority for each year.
- 18.3. The remedies provided in the preceding provision shall not prejudice other remedies, legal or otherwise which the **Employer** may avail of cumulatively or alternatively.
- 18.4. This Contract shall be construed in accordance with its fair meaning and not against the drafting party.
- 18.5. The section titles used in this Contract are solely used for the convenience of the parties and have no legal or contractual significance.

R.V.



By affixing the signatures below, Employer and Employee signifies mutual acceptance and Contract of 18.6 the foregoing terms and attests to the veracity of all information herein incorporated and agreed on.

IN WITNESS WHEREOF, the parties hereto have executed this PROJECT EMPLOYMENT CONTRACT under proper authority at the place above written and date signed below.

EMPLOYEE:

COMPANY:

STEPHEN PHILIP ATCHELER

President

ANNEX A: EMPLOYMENT DETAILS

	М	

Rizalyn Valdez

ADDRESS:

Block 11 Lot 56, Lindale Subdivision, Sapang Biabas, Mabalacat, Pampanga

CONTRACT TYPE:

Project Employment Contract

ASSIGNED CLIENT:

Brick & Timber

POSITION:

Leasing Administrator

START DATE:

October 7, 2025

WORK SCHEDULE (may change depending on client business requirements):

Tues - Sat | 12 AM to 9 AM

BASIC SALARY:

36,000

DE MINIMIS (PHP):

4,000

TOTAL MONTHLY GROSS (PHP):

40,000

HMO OFFER:

Principal only upon regularization

PAID LEAVE:

12 days leave per annum available upon regularization

PROBATIONARY PERIOD:

180 days from start date

ADDITIONAL COMPENSATION/BENEFITS - UPON HIRE:

ADDITIONAL COMPENSATION/BENEFITS - OTHERS:



ANNEX B: PERFORMANCE EVALUATION FORM

PERFORMANCE RESULTS

- **1. Quality** Completes high-quality work. Thoroughly follows standards and procedures. Keep complete records. Pays attention to details. Has a strong sense of quality and knows how to achieve them.
- **2. Desire to Improve Quality** Continually looks for ways to improve and promote quality. Applies feedback to improve performance.
- **3. Job Knowledge** Possesses skills and knowledge to perform the job competently analytical skills, creativity and logical thinking to reach a solution.
- **4. Communication** organizes and expresses ideas and information clearly, using appropriate and efficient methods of conveying the information.
- **5. Reliability** dependable in performing job-related tasks.
- **6. Teamwork** Works on projects as part of a team, exchanging ideas and contributing skills that complement those of the other team members. Fulfill cooperation on assigned joint tasks and collaboration with colleagues.
- 7. Time Management Timeliness in meeting deadlines of deliverable. Ability to organize and prioritize.
- 8. Overall Attendance maintaining a good daily and time attendance record at work

SCORING SYSTEM

- 1: Consistently below expectations, and/or reasonable progress toward critical goals are not met. Significant improvement is needed in one or more important areas.
- 2: Meets some expected standard. Demonstrates performance of a level that requires improvement.
- **3:** Meets standard expectations in terms of quality of work, efficiency and time timeliness.
- **4:** All goals, objectives and targets are achieved above the established standards
- 5: Significantly exceeds standards. Exceptional level of achievement and commitment in terms of quality and time.

DEVELOPMENT PLAN, EXPECTATIONS AND RECOMMENDATIONS

Identify most significant JOB ACCOMPLISHMENT, AREAS TO IMPROVE AND DISCIPLINARY ACTIONS GIVEN.



ANNEX C:

PERSONAL DATA COLLECTION USE AND DISCLOSURE FORM

For Employees and Prospective Employees

- It is often necessary for you to provide to the Company, (hereinafter referred to as "SHOREAGENTS Inc.," "we", "our" or "us") data about yourself and your family, or for the Company to collect information about yourself that is subject to applicable data protection, privacy or other similar laws (collectively your "Personal Data") from time to time in connection with your employment or prospective employment (or your engagement or prospective engagement) with us. Such Personal Data may include copies and other details of identity documents, proof of address and other contact details, information concerning age, date of birth, marital status, racial or ethnic origin, creditworthiness, physical or mental health or medical condition, dietary preference, biometric-related information including iris and retina scan, fingerprints, and facial recognition details, commission or alleged commission of any offence, or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings, or the sentence of any court in such proceedings. When you provide us with data relating to third parties (e.g., your family), you warrant that you have obtained the consent of such third parties for the collection, use, and processing of their data by the Company.
- Failure to supply such personal data may therefore affect your employment prospects or your ability to enjoy the benefits of your employment with us.
- Personal Data you provide will be collected, used and otherwise processed by the Company for any one or all of purposes stated below:
 - 1. Business process execution, including delivering services to clients;
 - 2. Human resource management, including but not limited to:
 - **a.** The identification and determination of eligibility for employment in the country in which the Company is established generally, and qualifications relevant to employment with the Company;
 - **b.** Pre-employment verification of information provided by prospective employees which include: checking the accuracy and completeness of the details (such as qualifications) provided by prospective employees;
 - **c.** Pre-employment vetting of prospective employees' background and circumstances, which may include: conducting background checks in relation to criminal records; obtaining information from credit bureaus to check for employees' creditworthiness; conducting reference checks in relation to employees' job suitability;
 - **d.** Accessing individual work performance, attendance, and disciplinary record;
 - e. Conducting employee disciplinary proceedings;
 - **f.** Conducting training of employees;
 - **g.** Obtaining and maintaining employee health records and information which includes: requiring you to complete a medical questionnaire or undertake a medical examination;
 - h. Processing and reviewing salaries, bonuses, insurances, and other benefits as applicable;
 - i. Providing employee references, which includes: letters to third parties providing employee's details (excluding salary information) of employment with the Company;
 - **j.** Monitoring your business communications (by monitoring telephone, email and internet traffic data i.e. sender, receiver, subject; date and time of text messages; attachments to email; numbers called

SHOREAGENTS
OFFSHORE REAL ESTATE SOLUTIONS

and duration of calls; domain names of websites visited; duration of visits; and files downloaded from the internet) for reasons which include: providing evidence of business transactions; ensuring that our business procedures, policies, and contracts with employees are adhered to; complying with any legal obligations; monitoring standards of service, staff performance, and for staff training;

- k. Disclosure to the tax and immigration authorities;
- I. Access control to the Company/ third party premises in Philippines; and
- **m.** All other matters relating to your employment with the Company considers to be necessary or appropriate.

Change of purpose

The Company will only use your personal data for the purposes for which we collected it, unless the Company reasonably considers that we need to use it for another reason and that reason is compatible with the original purpose. If the Company needs to use your personal data for an unrelated purpose, we will notify you and explain the legal basis which allows us to do so. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

Disclosure

Personal Information provided to the Company and any employment agency or recruiter appointed by the Company in relation to your employment will generally be kept confidential, but you hereby consent and authorize us to provide or disclose your Personal Information, for the purposes stated in paragraph 3 above to the following persons:

- **a.** Any person to whom the Company is compelled or required to do so under law or in response to a competent or government agency;
- **b.** Any person where public interest or our interests require disclosure;
- **c.** Any agent or third-party service provider who provides administrative, telecommunications, computer, or other services to the Company in connection with our business;
- d. Any person seeking employment references;
- **e.** Pension or insurance companies with whom the Company has arranged benefits coverage for its employees; and
- **f.** Such sub-contractors or third party service or product providers as the Company may determine to be necessary or appropriate, in accordance with paragraph 3 and paragraph 6.

Safeguards

We confirm that we have implemented the appropriate administrative and security safeguards and procedures, in accordance with the applicable laws and regulations, to prevent the unauthorized or unlawful processing of your Personal Information, and the accidental loss or destruction of, or damage to, your Personal Information.

Data Transfer

Where we consider it necessary or appropriate, for the purposes of data storage or processing, or human resource management, we may transfer your Personal Information to:

- third-party service or product providers within or outside the Philippines
- •our parent organization in the Philippines, or to any other SHOREAGENTS, Inc. subsidiary outside the Philippines under conditions of confidentiality and similar levels of security safeguards.



Your Rights of Access and Correction

You have the right to request access to and correction of information about you held by the Company, and you may:

- **a.** Check whether the Company holds or uses your Personal Information, and request access to such data;
- **b.** Request that the Company correct any of your Personal Information that is inaccurate, incomplete, or out-of-date;
- **c.** Request that your Personal Information be retained by the Company only as long as necessary for the fulfillment of the purposes for which it was collected;
- **d.** Request that the Company specify or explain its policies and procedures in relation to data and types of Personal Information handled by the Company; and
- **e.** Communicate to the Company your objection to the use of your Personal Information for marketing purposes, whereupon the Company will not use your Personal Information for these purposes;
- **f.** Withdraw, in full or in part, your consent given previously in each case, subject to any applicable legal restrictions, contractual conditions, and a 30-day time period (unless otherwise notified by the Company).

DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data; the potential risk of harm from unauthorized use or disclosure of your personal data; the purposes for which we process your personal data and whether we can achieve those purposes through other means; and the applicable legal requirements.

- If you are requesting a withdrawal of your consent that was previously given to the Company, you understand that such withdrawal may affect your ability to enjoy the benefits of your employment with us or the prospects of continued employment. Upon receipt of your request, the Company will contact you to inform you of the likely consequences of your withdrawal of consent.
- The person to whom written requests for access to Personal Information, or for correction and/or deletion of Personal Information, or for information regarding policies, procedures, and types of Personal Information handled by the Company, is:

I hereby confirm that I have fully read, understood, and agreed to the terms set forth in this Personal Information Collection Statement. By signing this document, I voluntarily provide my consent to the Company for the collection, use, processing, and retention of my personal information in accordance with the terms stated herein. I further acknowledge and agree that this consent is effective from the date on which my personal information is provided to the Company.

I acknowledge that the collection of certain personal information is a lawful and necessary aspect of my employment contract. However, I expressly reserve the right to withhold or withdraw my consent for the disclosure of any additional personal information that is not required by applicable law or not reasonably necessary for legitimate employment-related purposes, provided that such withdrawal or withholding of consent is properly communicated to the Human Resources Department.



CERTIFICATE of **SIGNATURE**

IKRGW-86T3R-M24CR-DP4PF

DOCUMENT COMPLETED BY ALL PARTIES ON

SIGNER TIMESTAMP 25 SEP 2025 01:14:07

RIZALYN VALDEZ

RZLYNVLDZ@GMAIL.COM

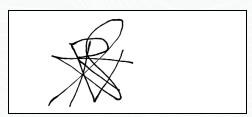
25 SEP 2025 01:03:53

25 SEP 2025 01:05:30

SIGNED

25 SEP 2025 01:14:07

SIGNATURE



IP ADDRESS 180.191.41.183

LOCATION

TARLAC CITY, PHILIPPINES

RECIPIENT VERIFICATION

25 SEP 2025 01:05:30

