

A. THE COMPANY

A.1. Company Profile: Who We Are and What We Do

We are a breed of industry-honed Virtual Assistants with wide ranges of experience in our respective domains or niches, capable of remotely executing a host of unparalleled services on various facets and levels of business.

We build trust with the clients whom we treat as our business partners. We operate on the fact that everyone is looking for the best virtual assistant services provider to help them cut overhead costs while achieving results. We are committed to making our client's business our business.

A.2. Mission and Vision

Mission

Taking on key operational tasks strategically for success-driven entrepreneurs, to give them significant advantage in fulfilling their goals and impact on their community.

Vision

To be reputable in fostering the vision of success-driven businesses through the use of internet technology, skilled professionals and outstanding business relationship.

A.3. Values

Commitment -

We are committed to the company's goal of fulfilling every client's vision. Being committed to something bigger than the individual means every person acts in

ways that are beyond personal gain or concerns. We assist and support our teammates because we can accomplish more by working together as a group.

Order -

We continuously strive for order in the way we design our processes, handle our client's businesses and behave toward each other. Everyone is required to uphold the highest standards in ethical and professional practices.

Respect -

We respect the laws, the government, the people we work with, our clients, the company and ourselves. Being reliable is evidence of respect.

Excellence -

We achieve excellence by constant progress not perfection. It is a way of life. We learn from our mistakes and actively seek knowledge. We commit ourselves to lifelong learning and continuous professional development. We manage tough situations with courage and candor.

B. RECRUITMENT AND SELECTION

B.1. Xignex Digital Solutions Inc. is committed to employing the best-qualified candidates while engaging in recruitment and selection practices that comply with all applicable employment laws. The policy of Xignex Digital Solutions Inc. is to provide equal employment opportunities to all applicants and employees.

B.2. Authorization from the CEO, Finance and Administrative Manager, and Operations Manager (Hiring Managers) is required to initiate any action for an open position, including recruitment expenditures, advertising, interviewing, and offers of employment.

1. The hiring manager submits a completed requisition to the Human Resources.
2. Human Resources will meet with the hiring manager to discuss the position and determine the most effective recruitment and selection process.
3. Recruitment sources will include some or all of the following:
 1. Virtual BizNest website.
 2. Internal posting.
 3. Online job boards.
 4. Social media sites (Facebook and LinkedIn)
 5. Employee referrals.
4. Human Resources and hiring managers will review resumes of qualified candidates to identify the most appropriate candidates for interviewing.
5. Human Resources will conduct telephone/video call pre-screens of identified candidates and schedule in-person interviews with the hiring manager.
6. Hiring managers are responsible for conducting qualified candidates' interviews in a timely and effective manner. Human Resources is available to provide hiring managers with advice on interview techniques and final candidate selection.
 1. *In-person interviews are presently abated due to the ongoing risk of the pandemic.
7. Upon the selection of the final candidate, the hiring manager and Human Resources will collaborate to develop an appropriate offer of employment (including position title, compensation, etc.).
8. The HR department will conduct reference checks and background checks on the selected final candidate.

B.3 ONBOARDING

B.3.1 Job Offer

HR will inform successful candidates of their appointment through the Job Offer Letter. This letter details the position's specifics: position title, employment status, compensation, allowances, and benefits. Along with the Job Offer Letter, HR will also list pre-employment requirements for the successful hire to complete before his official start date.

A Welcome Email will be sent to the new hire's work email address.

B.3.2 Login Credentials

HR will provide login credentials for Google Workspace and Task House on the new hire's first

B.3.3 Appointment Papers

Upon completion of the requirements being asked of him/her, the new hire will sign a Contract of Probationary Employment. This contract details the specifics of the position: start date, position title, the status of employment, compensation, allowances (if applicable), and benefits.

B.3.4 New Employee Orientation

The new hire will go through a New Employee Orientation on his/her start date. The New Employee Orientation will enable the new hire to learn all about the company and its policies and procedures, code of conduct and his job responsibilities.

B.3.5 Confidentiality

All application documents (resumes, interview results, transcripts, etc.) are considered confidential and are kept in the Human Resource Department's custody and care. Managers and supervisors who intend to view such documents must make a formal request to Human Resources.

B.4 EMPLOYMENT STATUS

B.4.1 TYPES OF EMPLOYEES

A.

Probationary Employee – a newly hired employee working under a probationary period not exceeding six (6) months from the date the employee started working unless covered by an apprenticeship agreement stipulating a more extended period:

A.1. The employee will be on probationary status for 180 days from the start of employment.

A.2. During this period, the Company will evaluate your performance in terms of your business scorecard, behavioral competencies and job description as provided for in Job Description.

A.3. The Company can terminate the employment during this period for any just or authorized cause, or if the employee fails to meet reasonable standards of satisfactory performance, or failure to comply with the pre-employment requirements (clearances, medical, etc.) or to pass the onboarding/ training program required for your position.

A.4. The probationary employee is appointed as a regular employee of the Company if they pass the onboarding/ training program required for the position. Upon favorable evaluation, on or before the end of the probationary period, the employment status will be converted to regular.

B.

Regular Employee –an employee who is appointed to a permanent position after satisfactorily completing his or her probationary period of employment

B.4.2. EMPLOYEE RECORDS

All employees are required to update their data, which are kept and maintained by Human Resources. Any changes in residence, civil status, educational attainment, dependents/beneficiaries, or other personal circumstances must be reported promptly to HR so that such changes can be recorded in the 201 files. Employee records are kept confidential, and only authorized company officers have access to them.

C. COMPENSATION AND BENEFITS PACKAGE

Xignex Digital Solutions Inc. provides a competitive and equitable compensation and benefits package that motivates employees to work at their peak performance and improve morale in relation to their contribution to the attainment of corporate objectives.

C.1 BASIC PAY

C.1.2 Monthly-Paid Employees

Monthly-paid employees are those who are paid every day of the month, including unworked rest days, special days, and regular holidays. Factor 365 days in a year is used in determining the equivalent monthly salary of monthly-paid employees.

Computation of the Estimated Equivalent Monthly Rate (EEMR) of Monthly-Paid

Factor 365 days in a year is used in determining the equivalent annual and monthly salary of monthly-paid employees. To compute their Estimated Equivalent Monthly Rate (EEMR), the procedure is as follows:

$$\frac{\text{Applicable Daily Rate (ADR)} \times 365}{12 \text{ months}} = \text{EEMR}$$

Where 365 days/year = 297 Ordinary working days

52 Rest days

12 Regular holidays

4 Special days

365 Total equivalent no. of days/year

The COMPANY may, at its discretion, grant bonuses, allowances, or benefits not defined in this contract. Such exercise of discretion shall not be considered as established practice or precedent and shall not be demandable under the Employment Contract or any other written or unwritten agreement.

C.1.3. SALARY SCHEDULE

PAY DATE	2PAYRUN COVERAGE
10th of the month	16th to 30th of the previous month
25th of the month	1st to 15th of the current month

The employee's salary will be deposited into his or her payroll account.

C.2 MANDATORY BENEFITS

Mandatory Benefits as provided under the Labor Code and special laws shall be provided by the COMPANY if and when you are entitled to the same under the existing substantive/legal requirements. These benefits include, but not limited to:

C.2.1. AMOUNT OF 13TH MONTH PAY

Employees are entitled to 13th-month pay regardless of position, designation, or employment status, and irrespective of the method by which their wages are paid, provided that they have worked for at least one (1) month during the calendar year, to be released not later than December 24 which will be prorated to the number of months tenured in a year.

The minimum 13th month pay required by law should not be less than one-twelfth of the of the total basic salary earned by the within a calendar year.

C.2.2. SSS, PHILHEALTH and PAG IBIG – contributions will be deducted on a bi-monthly basis. The first half of the government-mandated contributions will be deducted on the 10th of the month and the second half on the 25th.

C.2.3. NIGHT SHIFT DIFFERENTIAL – This is a premium for working between 10:00 P.M to 6:00 A.M in a given day.

C.2.4. OVERTIME PAY – This is a premium given for rendering service beyond the 8 (eight) hour working period in a day, provided that the supervisor, manager or employer(s) had given prior written approval to perform the aforementioned overtime work. In the absence of such written approval, the employee is not entitled to said overtime pay.

C.2.5. REGULAR HOLIDAY PAY – This is a premium given during regular holidays regardless if you work on said regular holidays provided the employee is not absent on the working day before the regular holiday. However, they are not entitled to this benefit if the regular holiday falls during your paid leave of absence.

C.2.6. SPECIAL HOLIDAY HOLIDAY – This is a premium given for working on Special Non-Working Holidays.

C.2.7. MATERNITY LEAVE or Expanded Maternity Leave under R.A. No. 11210 – This benefit applies to all female employees, regardless of civil status, employment status, and legitimacy of her child. A female employee can avail **maternity leave** not more than forty-five (45) days before her delivery date for prenatal care purposes. **The eligible female worker should avail of maternity leave benefits** either before or after the actual period of delivery in a continuous and uninterrupted manner

C.2.8. PATERNITY LEAVE or Paternity Leave Act of 1996, R.A. No. 8187 – This benefit is granted to a married male employee, allowing him to not report to work for seven (7) days while continuing to earn compensation, on the condition that his wife has given birth or suffered

a miscarriage, allowing him to effectively lend support to his wife during her recovery and/or nursing of the newly-born child.

C.2.9. SOLO PARENT LEAVE (R.A. No. 8972) - Employees left alone with the responsibility of parenthood are entitled to Solo Parent leave benefits as mandated by Republic Act No. 8972, otherwise known as the "Solo Parent's Welfare Act of 2000". The benefit applies to all solo parents under any of the following categories and consists of seven (7) working days of leave credits with full pay.

(1) A woman who gives birth as a result of rape and other crimes against chastity even without a final conviction of the offender: Provided, That the mother keeps and raises the child;

(2) Parent left solo or alone with the responsibility of parenthood due to death of spouse;

(3) Parent left solo or alone with the responsibility of parenthood while the spouse is detained or is serving sentence for a criminal conviction for at least one (1) year;

(4) Parent left solo or alone with the responsibility of parenthood due to physical and/or mental incapacity of spouse as certified by a public medical practitioner;

(5) Parent left solo or alone with the responsibility of parenthood due to legal separation or de facto separation from spouse for at least one (1) year, as long as they are entrusted with the custody of the children;

(6) Parent left solo or alone with the responsibility of parenthood due to declaration of nullity or annulment of marriage as decreed by a court or by a church as long as they are entrusted with the custody of the children;

(7) Parent left solo or alone with the responsibility of parenthood due to abandonment of spouse for at least one (1) year;

(8) Unmarried mother/father who has preferred to keep and rear her/his child/children instead of having others care for them or give them up to a welfare institution;

(9) Any other person who solely provides parental care and support to a child or children;

(10) Any family member who assumes the responsibility of head of family as a result of the death, abandonment, disappearance or prolonged absence of the parents or solo parent.

C.2.10. LEAVE FOR VICTIMS OF VIOLENCE AGAINST WOMEN AND THEIR CHILDREN (VAWC)(R.A. No. 9262) – Women employees who are victims as defined in Republic Act No. 9262, otherwise known as the Anti-Violence Against Women and Their Children Law, are entitled to a leave of up to ten (10) days with full pay. The said leave shall be extended when the need arises, as specified in the protection order issued by the barangay or the court. The leave benefit shall cover the days that the woman employee must attend to medical and legal concerns.

C.2.11. SPECIAL LEAVE FOR WOMEN (R.A. No. 9710) – Women employees regardless of age and civil status shall be entitled to a special leave benefit of two (2) months wherein she has undergone surgery due to gynecological disorders.

C.3 COMPANY BENEFITS

The Company aims to provide work-life balance, and maintain high standard mental, emotional and physical conditioning of the employees to ensure optimum performance of their functions.

C.3.1. VACATION LEAVE – All regular employees are entitled to avail seven (7) days Vacation Leave accrual of 0.6 per month. Newly regularized employees are entitled to the monthly earned leaves after regularization.

C.3.2. SICK LEAVE – All regular employees are also eligible for five (5) days Sick Leave every year, accrual of 0.4 per month, earned after regularization. Unused sick leave shall be compensated with cash equivalent at the end of the calendar year.

C.3.3. EMERGENCY LEAVE – Employees may take Emergency Leave and take time off work immediately due to unforeseen circumstances up to two (2) days provided that a notification has been sent to his immediate Supervisor.

C.3.4. BEREAVEMENT LEAVE – A grieving employee may, at his disposal, use his/her remaining Vacation Leave to mourn the death of an immediate family member. Immediate Family Member refers to an employee's parent, spouse, child, or sibling.

C.3.5. HEALTH INSURANCE – All regular employees are entitled to avail health insurance after having rendered (1) year of continuous service with the Company.

The benefit will take effect on the employee's first year of employment.

D. POLICIES

D.1. POLICY ON HOURS OF WORK, PUNCTUALITY, AND ATTENDANCE

D.1.1. Normal working hours shall be eight (8) hours a day or forty (40) hours a week. You are entitled to one (1) hour meal break and is not included in the calculation of the eight-hour work.

D.1.2. Considering the nature of the company's business, however, the management may require you to work during rest days and holiday if an emergency or the situation calls for it, this can be compensated with overtime pay or can be offset with regular working days as rest day in replacement of the consumed day for work whichever is approved by the management.

D.1.3. An employee who arrives one (1) minute or more after the specified start time is deemed tardy; an employee who leaves the work area before the shift ends is considered undertime.

D.1.4. Missed logs due to negligence shall constitute salary deduction and disciplinary action.

The following rules for salary deduction shall apply :

Failure to Clock In : Null first four (4) hours of the shift or four (4) hours deduction

Failure to Clock out : Null first four (4) hours of the shift or four (4) hours deduction

Failure to Clock in/out : Null one (1) day shift or eight (8) hours deduction

The following rules for disciplinary action shall apply :

Two counts of failure to log within a pay period shall constitute a single offense.

1st offense : Written Reprimand with warning of suspension

2nd offense : 2-5 days suspension

3rd offense : 5-10 days suspension

4th offense : Termination

D.1.5. Employees are only allowed to clock in and out one (1) hour before and after a shift, in case of device or system error/internet connectivity issues, except those rendering overtime.

D.1.6. It is the employee's responsibility to notify his immediate supervisor of his tardiness at least two (2) hours prior to his or her official start time. The employee must also state when he or she expects to arrive at work.

D.1.7. The employee's notification will be acknowledged by the immediate supervisor. If the supervisor does not acknowledge your tardiness, it may be considered unexcused and may be subject to disciplinary action.

D.1.8. The COMPANY, through its management, shall set the work schedule and may change the same as necessary to meet its operational requirements. Likewise, the employee agrees to any flexible work arrangements that may be established from time to time depending on the reasonable requirements of the business operations.

D.1.9. The employee shall devote all his/her working hours to the affairs of the COMPANY.

D.2. POLICY ON LEAVES

D.2. VACATION LEAVE

D.2.1.1. All regular employees are entitled to avail seven (7) days Vacation Leave and five (5) days Sick Leave every year. Newly regularized employees are entitled to the monthly earned leaves after regularization.

D.2.1.2. All leave credits refresh by January of the following year. Employees accrue sick leave at the rate of 0.4 days per month equivalent to 5 days for 1 calendar year. In the same manner, employees accrue vacation leave at the rate of 0.6 days per month equivalent to 7 days for 1 calendar year.

D.2.1.3. The Company shall pay the cash equivalent of the employee's unused Sick Leave credits at the end of the calendar year.

D.2.1.4. All Vacation Leave requests shall be filed two (2) weeks prior to the applicable date and must be pre- approved by either Management, Immediate Supervisors, or Delegators

D.2.1.5. The Perfect Attendance Bonus will not be affected by pre-approved leaves with a two-week notice. The following filing procedures must be followed:

1. Employees (VA) who plan to take Vacation Leave shall inform their immediate Supervisors or Delegators. It is the responsibility of the immediate Supervisors to ensure that all tasks during the VA's vacation period are handled.

2. Employees (VA) who have direct contact with the client must obtain the client's approval. If leave is granted, VA will attach a screenshot of the approval to the leave application.
3. Supervisors who wish to take Vacation Leave must first request approval from the Operations Manager.
4. The Operations Manager, HR, Accounting, and Admin must all request permission from Upper Management, in the same manner.

D.2.1.6. Vacation Leave requests filed in less than two (2) weeks or absence of a Leave Form may be automatically disapproved and Perfect Attendance bonus for the payroll period in which the leave is taken may be forfeited, unless otherwise considered by Upper Management. Leaves without approval will be considered as leave without pay.

D.2.2. SICK LEAVE

D.2.2.1. Employees with excused absences because of illness or injury must inform his/her immediate Supervisor or Delegators on the day of his absence through any reasonable means for the latter to make certain adjustments if need be.

D.2.2.2. Upon return to work, the employee must file the Sick Leave form so his/her absence is properly documented.

D.2.2.3. The employee must provide a medical certificate and provide a proof of physician's care for absences of two (2) or more days.

*The medical certificate requirement is temporarily waived due to the continuing danger of the pandemic, which makes it impossible to attend hospitals and clinics for check-ups.

D.2.2.4. Employees with Health Insurance (HMO) are required to avail services from HMO accredited physicians, hospitals, or teleconsultation.

D.2.3. EMERGENCY LEAVE

D.2.3.1. Employees may take Emergency Leave and take time off work immediately due to unforeseen circumstances.

D.2.3.2. In all cases, the right to leave will be limited to a reasonable amount of time, which will not exceed two working days.

D.2.3.3. Employees must notify their immediate Supervisor, Delegator, or Human Resources as soon as reasonably possible about the reason for their absence and agree on a return date.

D.2.3.4. Employees can use their existing Vacation Leave credits for paid Emergency Leave day/s.

D.2.4. MATERNITY LEAVE or Expanded Maternity Leave under R.A. No. 11210

D.2.4.1. This benefit applies to all female employees, regardless of civil status, employment status, and legitimacy of her child. The expectant mother/female employee must adhere to the following procedure:

1. Give formal written notice (Maternity Leave Notification Form) to her immediate Supervisor and Human Resources about the pregnancy, on the first trimester (3 months into pregnancy).
2. Submit necessary documents stating the date of expected childbirth, desired beginning date of (it must not be earlier than a specified number of weeks before childbirth).

D.2.4.2. Under the Expanded Maternity Leave under R.A. No. 11210, the expectant female employee is entitled to a maternity leave period of one hundred and five (105) days with pay and an option to extend for an additional thirty (30) days without pay. This also grants extension of fifteen (15) days for solo mothers, and for child-birth related purposes.

D.2.4.3. The maternity leave period is counted in calendar days, inclusive of Saturdays, Sundays, and holidays. This is in consonance with the rule that maternity leave should be availed of in a continuous and uninterrupted manner.

D.2.5. PATERNITY LEAVE or Paternity Leave Act of 1996, R.A. No. 8187

D.2.5.1. Married male employees are entitled to seven (7) days Paternity Leave with full pay for the first four (4) deliveries of the legitimate spouse with whom he is cohabiting.

1. The male employee must notify his immediate Supervisor and Human Resources of the pregnancy of his legitimate spouse and the expected date of such delivery within a reasonable period of time so adjustments can be made while he is on leave.
2. He shall fill out the Paternity Leave Notification Form and submit to Human Resources with the photocopy of the doctor's certificate or photocopy of the Ultrasound.

D.2.5.2. Usage of the paternity leave shall be after the delivery whether continuous or intermittent depending on management prerogative.

D.2.6. SOLO PARENT LEAVE (R.A. No. 8972)

Employees left alone with the responsibility of parenthood are entitled to Solo Parent leave benefits as mandated by Republic Act No. 8972, otherwise known as the "Solo Parent's Welfare Act of 2000". The benefit applies to all solo parents and consists of seven (7) working days of leave credits with full pay. The following conditions for entitlement shall apply:

a. The employee has rendered at least one (1) year of service, whether continuous or broken; b. The employee has notified the Company within a reasonable period of time; c. The employee has presented a Solo Parent Identification Card, which may be obtained from the DSWD office of the city or municipality where they reside.

D.2.7. LEAVE FOR VICTIMS OF VIOLENCE AGAINST WOMEN AND THEIR CHILDREN (VAWC) (R.A. No. 9262)

D.2.7.1. Female employees who are victims of physical, sexual, psychological harm or suffering, or economic abuse are entitled to ten (10) paid days leave. The leave benefit shall cover the days that the female employee has to attend to medical and legal concerns, provided that: (RA 9262)

D.2.7.2. The victim female employee presents to her employer a certification from the barangay chairman (Punong Barangay) or barangay kagawad or prosecutor or the Clerk of Court that an action relative to the matter is pending.

D.2.8. SPECIAL LEAVE FOR WOMEN (R.A. No. 9710)

D.2.8.1. Any female employee regardless of age and civil status shall be entitled to a special leave benefit of two (2) months wherein she has undergone surgery due to gynecological disorders under such terms and conditions:

D.2.8.2. "Gynecological disorders" refers to disorders that would require surgical procedures such as, but not limited to dilatation and curettage and those involving female reproductive organs such as the vagina, cervix, uterus, fallopian tubes, ovaries, breast, adnexa and pelvic floor, as certified by a competent physician. It shall also include hysterectomy, ovariectomy and mastectomy.

Conditions for Entitlement:

1. She has rendered at least six (6) months continuous aggregate employment service for the last twelve (12) months prior to surgery;
2. She has filed an application for special leave with her employer within a reasonable period of time from the expected date of surgery or within such period as may be provided by company rules and regulations or collective bargaining agreement; and
3. She has undergone surgery due to gynecological disorders as certified by a competent physician.

D.3. STANDARD RESPONSE TIME POLICY

D.3.1. The purpose of this policy is to establish uniform standards and procedures for responding to inter-office communications, ensuring that responses are timely and no unforeseen issues arise. The following standards must be observed:

1. All work-related messages received during work hours (excluding breaks) should be answered in real-time or maximum of 15 minutes.

2. Unanswered messages received during team/client meetings and emergencies may be acceptable in such cases.
3. Any employee (leader, delegator, or doer) whose messages have been ignored for more than 15 minutes may file a complaint with HR via email, accompanied by a screenshot of the conversation with a timestamp as proof.
4. All complaints received by HR, leaders, and Operations Manager will be thoroughly investigated to ensure a fair and objective evaluation.
5. All complaints received by HR, leaders, and Operations Manager will be thoroughly investigated to ensure a fair and objective evaluation.

D.3.2. This policy also outlines the employee's responsibility to stay connected and reachable during work hours, and set dedicated "off-line" hours after shift.

E. PERFORMANCE EVALUATION

E.1. The performance evaluations will be done semi-annually. The evaluations will take place on June and December

E.2. The immediate supervisor should do a performance evaluation on the 5th month of employment for employees approaching their sixth (6th) month or 180th day (for regularization).

E.3. The probationer's Supervisor or Delegator shall carefully observe conduct and performance of the probationer. It is imperative that the supervisor:

- A. Review the contents of the evaluation with the employee and sign and date the form.
- B. Have the employee sign and date the form.
- C. Return the original to Human Resources by the due date.

E.4. If the conduct or performance of the probationer is unsatisfactory:

- A. Employment may be terminated before completion of the maximum period of probation;
- B. The employee must be notified in writing of the decision to terminate two weeks in advance.

F. TYPES OF TERMINATION OF EMPLOYEE CONTRACT

F.1. TERMINATION BY EMPLOYEE or RESIGNATION

F.1.1 Should an employee resign from employment, they must serve written notice to the immediate Superior, Manager and/or Employer(s) by personal delivery at least one (1) month before the effective date of resignation in order to give the COMPANY adequate time to find replacement and ensure a smooth transition and turnover of pending work and/or assignments.

F.1.2. The COMPANY also reserves the right to accept the resignation to take effect immediately, or sooner than the date indicated therein upon approval of management or immediate superior, without any obligation to indemnify and/or pay the employee whatsoever except for their final pay, if any.

F.1.3. Suppose the employee violates this prior notice requirement, they shall indemnify the COMPANY by way of liquidated damages, the sum equivalent to one (1) month gross remuneration, including such other consequential or incidental damages as may be appropriate in the circumstances. The COMPANY

shall withhold from the employee's compensation, benefits, and allowances, if any, including from final pay, the total amount of such damages, and further authorize the COMPANY to apply the withheld amount, as and by way of payment and/or settlement of the employee's obligation to the COMPANY.

F.1.4. Before the employment with the COMPANY ends due to resignation, the employee must immediately transfer and deliver all properties, documents, notes, manuals, specifications, files, or other records or things of any nature that you may have physically or constructively possessed as a result of employment with the COMPANY, or any reproduction thereof.

F.2. TERMINATION BY EMPLOYER DUE TO JUST/AUTHORIZED CAUSE

F.2.1. Substantive due process requires that employment be terminated for just or authorized reasons.

F.2.2. The Company may terminate an employment (Article 297 of the Labor Code) for any of the following just causes:

- A. serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his work;
- B. gross and habitual neglect by the employee of his duties;
- C. fraud or willful breach by the employee of the trust reposed in him by his employer or duly authorized representatives;
- D. commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly authorized representatives; and
- E. other similar causes.

F.2.3. The Company may terminate an employee for authorized reasons such as business or health. According to Art. 283 of the Labor Code, an employee can be terminated for business reasons such as:

- A. installation of labor-saving devices;
- B. Redundancy;
- C. fretrenchment (reduction of costs) to prevent losses; or
- D. the closing or cessation of operation.

F.2.4. The Company may also terminate the services of an employee who has been diagnosed with a disease and whose continued employment is prohibited by law or is detrimental to his health and the health of his coworkers.

F.3. OFF-DETAIL/TEMPORARY LAY-OFF

F.3.1. The Employee may be placed under “off-detail” or reserved status, or be temporary laid off in accordance with the Labor Code, if and when, in the judgment of the COMPANY there is no job, work, service or activity that is available to you while under employ due to business and operational needs and other conditions.

F.3.2. In such a case, the employment shall be deemed suspended and the employee shall not be entitled to salary, and benefit/s and allowance/s, if any, for the duration of such off detail, reserved status or temporary lay-off. While not employed and awaiting further assignment from the COMPANY, the employee is free to offer services to any other employer but subject to the prior approval of the COMPANY and the employment limitations or restrictions provided in this Contract.

F. TYPES OF TERMINATION OF EMPLOYEE CONTRACT

G.1. In case of termination of employment, the employee is obliged to apply promptly and process his separation clearance to ensure that he has no debt, obligation, and/or accountability.

G.2. Such clearance shall include but not limited to voluntarily returning to the COMPANY the uniform, identification card, and all property, documents, data, and records in the employee's possession or custody, without the need of demand.

G.3. For this purpose, the COMPANY is authorized to withhold the employee's wages/salary, benefits, allowances etc., until such time he is cleared from any such debt, obligation and/or accountability, and further authorizing the COMPANY to use and apply such withheld amount/s, as and by way of payment and/or settlement of such debt, obligation and/or accountability, without prejudice to such other remedies the COMPANY may have against the employee under the law.

H. DATA PRIVACY CONTENT

To the extent permitted by law or as may be provided by existing COMPANY policy on data privacy protection, the employee agrees to give his free and voluntary consent and approval that the COMPANY may obtain, retain, store or otherwise process his personal information, including sensitive personal information, and consent to the disclosure thereof to another person or to its transfer to another country. Such agreement and consent include the Company's monitoring of all communications and activities on or using the Company's equipment, system and network, which may include personal communication.

I. INTELLECTUAL PROPERTY RIGHTS

I.1. The COMPANY is or will be the exclusive owner of all intellectual property rights, including copyrights, in inventions, discoveries, adaptations, patentable processes, designs, works and other materials created or generated by the employee, either solely or jointly with others, in the course of his employment.

I.2. Moreover, the employee binds that any work, publication, new ideas, proprietary data or information and the like in respect to any subject matter

relating to the business of the COMPANY, that he may conceive, make or develop at the start of, and during the course of his employment with us, using inherent

or acquired knowledge, skill or talent, or inventive faculties, regardless of whether part of your regular duties or assignment or not, shall be or become, the Company's exclusive and sole property with no right to compensation or indemnity.

J. USE OF FACILITIES AND RESOURCES

J.1. The e-mail, internet and computer process or system are owned by the COMPANY. Thus, the employee agrees to possess no right to privacy in the use thereof. We reserve our right to prohibit, restrict, or regulate their use of such e-mail, internet and computer process or system, and they expressly agree and hereby consent to the right of the COMPANY to retrieve, save, read, store, reproduce or re-copy any and all e-mail communications for whatever legal purpose it may serve.

J.2. The employee is prohibited and not allowed to use office computers and/or office machines, devices and equipment, telephone, company issued mobile phone units and other electronic devices for personal use and is further prohibited from using social media networking sites, channels or software, and the use of music/movie downloading device or software without express clearance from the management.

J.3. Violation of any of these shall be a ground for disciplinary action which could range from suspension without pay to dismissal from employment depending on gravity and frequency of violation.

K. OUTSIDE EMPLOYMENT

K.1. The employee agrees that during his employment with the Company, he shall not directly or indirectly enter the employment of, or render any professional

services, except such as are rendered at the request of the COMPANY, to any individual, partnership, association or corporation whether or not the same is a competitor of the COMPANY without the prior permission in writing of the COMPANY.

K.2. Furthermore, they shall not engage in an activity outside the scope of his employment if such activity is prejudicial to, or conflicts or tends to conflict with the interest of the COMPANY, or conflicts or tends to conflict with their obligation duties and responsibilities under this agreement, or would require substantial time or services on his part, whether within or outside working hours.

K.3. The employee shall give immediate notice to the COMPANY of any possible conflict of interest they may have.

K.4. Finally, unless otherwise permitted by the COMPANY in writing, the employee is also prohibited from engaging in a second job, or outside employment whether on a full time or part time basis without the written permission of the COMPANY regardless of whether there is conflict of interest or not.

L. EMPLOYEE NON-COMPETE CLAUSE

L.1. The employee shall not have any share or ownership, directly or indirectly, in a local or abroad business which may render himself a competitor of the COMPANY nor act or enter into any transaction which may, in any manner compete or help any person to compete with COMPANY or with any of its businesses during the employment, including 3 (three) years after the employee's term with the COMPANY.

L.2. However, if what involves is purely occupational engagement for the employee to have a work after his employment termination with the COMPANY, the aforementioned period of prohibition is hereby reduced to 1 (one) year.

L.3. In addition to proper sanctions as may be provided for by laws, in the event that the employee breaches the aforementioned obligations, he shall be liable to

pay liquidated damages to the COMPANY in the amount of not less than One Hundred Thousand Pesos (PHP100,000.00).

M. NON-SOLICITATION AND NON-POACHING OF CLIENTS CLAUSE

M.1. The employee shall not solicit, directly or indirectly, on his own behalf or on behalf of any other person(s), any client of the Company to whom the Company had provided services at any time during his employment in any line of business, including three (3) years after his employment with the Company.

M.2. The employee, likewise, agrees not to induce or attempt to induce, either for his own account or in conjunction with or on behalf of any other person, any director, manager, officer, executive or employee of the Company to work for another company, or otherwise terminate that person's employment.

M.3. In addition to proper sanctions as may be provided for by laws, in the event that he breaches the aforementioned obligations, he shall be liable to pay liquidated damages to the COMPANY in the amount of not less than One Hundred Thousand Pesos (PHP100, 000.00).

M.4. Further, the provisions of this handbook, such as but not limited to compensation provision, are likewise confidential and should not be disclosed to any person unless there is a written consent from the COMPANY or upon order of a competent court.

N. CONFIDENTIALITY AGREEMENT

The employee understands and agrees that during the period of his employment and subsequent thereto, they is not allowed to disclose to others any confidential information entrusted to them. This includes but is not limited to all confidential technical and commercial information, specifications, quotations, formulae, computer records, client lists, price schedules and the like. In any event that you

have violated any provision of this agreement, you understand that the company reserves the right to terminate your employment and take legal actions.

O. RULES OF CONDUCT

O.1 The company shall provide a Code of Conduct, and the employee shall agree to abide by all the company rules and policies during employment.

O.2. In addition, the employee agrees to refrain, during his 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 his job, whether during or outside company hours, without the prior written consent of the company. The employee agrees to give immediate notice to the company of any possible conflict of interest, which they may have.

O.3. The employee also agrees to perform duties and responsibilities assigned to him with utmost zeal and dedication, to attain work expectations in an allocated reasonable period. He must absolutely refrain from producing unsatisfactory results in the performance rating or its equivalent. He hereby recognizes that gross inefficiency is analogous to the just causes for termination from employment.