

CONTRACT OF EMPLOYMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Employment is executed this _____ at Makati City by and between made this (insert date) by:

XXX INC. a corporation duly organized and existing in accordance with laws of the Republic of the Philippines, with principal office at _____, represented in this act by its President, (state name), hereinafter referred to as the EMPLOYER;

(state name of employee), of legal age, Filipino and a resident of (state address), herein referred to as the EMPLOYEE.

WITNESSETH: THAT –

WHEREAS, the Employer is engaged in business process outsourcing (BPO);

WHEREAS, Employee manifests and guarantees that he/she possesses the requisite qualities and competencies needed by the Employer in the conduct and course of its business;

NOW THEREFORE, the parties hereby agree as follows:

APPOINTMENT

Employee is hereby appointed as DATA COLLECTION AGENT under probationary status for a period of six (6) months reckoned from the first day of actual work.

COMPENSATION:

Employee will receive a gross basic monthly rate of PHP _____, subject to withholding tax, SSS premiums, Pag-ibig contributions, Philhealth dues and other government-required deductions. In addition, EMPLOYER will pay the mandatory 13th month salary at the end of each calendar year and EMPLOYER may at its discretion provide performance bonuses. Annual and incremental salary adjustments and merit increases may be effected on a case to case basis and upon the recommendation of the immediate manager and upon approval of management.

REGULARIZATION OF EMPLOYMENT

By the end the end of the six-month probationary period, depending on the recommendations of the immediate supervisor/manager, Employee will become a regular employee of the company entitled to all company benefits and privileges enjoyed by regular employees;

VACATION AND BENEFITS

Upon regularization, Employee will be entitled to five (5) day-vacation leave for each year of actual employment, Employee is expected to accrue leaves before he can apply for it. Since leave credits are not convertible to cash, Employee is strongly encouraged to use all leave credits earned during the calendar.

DUTIES AND RESPONSIBILITIES

Employee shall perform the duties and responsibilities that his position or job necessarily entails, as may be contained in his job description or as may be reasonably assigned to him by the company from time to time. The specific duties and responsibilities of Employee are contained in the corresponding Scope of Work and Job Description, which herein Employee acknowledges to have read and understood as a condition for his regularization and entitlement to other benefits and promotion.

Employee is obliged to perform his duties loyally, independently and industriously to help meet the goals and objectives of the Company and is expected to carry out these responsibilities to the best of his knowledge and abilities in order to protect and advance the interests of the Company, its principals, and its employees.

PLACE OF WORK

Employee's primary place of work will be in Makati Main Office, Employee agrees that Employer may transfer him to any other location as may be required by the exigencies of the business, the organizational requirements of the company and the responsibilities of Employee's position. Employee may be required to travel from time to time.

HOURS OF WORK

Employee shall render a minimum of eight (8) hours of work per day and report for work at least five (5) days per week. It is understood that Employee is being employed with a level of confidence and degree of responsibility that may further require him to render work beyond normal business hours for which Employee may be justly remunerated.

DECORUM

Employee shall observe and comply with all company rules and regulations written or otherwise. Employee shall devote his entire working time to the Employer and shall have no direct or indirect interest in any firm or entity, whether for profit or not, directly in competition with or offering the same services as Employer nor shall Employee take any interest that is conflicting or inimical to Employer.

NON-COMPETITION AFTER EMPLOYMENT

In the event Employee is separated or terminated from employment for whatever reason, he shall not seek employment in a local or foreign firm doing business in the Philippines nor establish or set up a business offering similar services for a period of one (1) year from date of separation or termination, without the prior notice to Employer.

INTELLECTUAL PROPERTY

The Company shall be entitled to sole ownership of any intellectual property rights including but not limited to software programs, hardware specifications and other property rights created, developed and discovered by Employee while in the course of his employment with the Company, including all registrations for the same.

NON-DISCLOSURE

Employee acknowledges and confirms that this contract must remain confidential. Except as may be legally required by competent authority or applicable statutes, the parties hereto shall not make any unauthorized disclosures of the terms and conditions embodied in this contract.

CONFIDENTIALITY

In order to safeguard the Company's interest and the confidentiality of its business and affairs, Employee agrees that during the term of his employment and from and after the actual cessation of his employment he shall maintain strict confidentiality and shall not disclose any technical, business, financial or commercial information, methods, processes, inventions (whether covered by intellectual property protection or not or whether marked confidential or not) including but not limited to: customers, customer lists or requirements, price lists, pricing structures, marketing and sales information, business plans or dealings, employees or officers, financial information, product lines, research activities, plans, designs and formula, whether authored by employee or otherwise.

Failure to comply with this confidentiality undertaking shall be construed and considered as gross Misconduct and shall be deemed a ground for the termination of his employment.

UNDERTAKING

Employee shall work exclusively for the benefit of the company. Employee warrants that he shall comply with all his undertakings and obligations set forth in this Contract and shall indemnify Employer of any actual losses, damages, costs and expenses, including attorneys fees incurred as a result of the breach of this Agreement or his willful act, omission, fraud or negligence.

TERMINATION

Employer reserves the right to terminate or cancel this Contract after observing due process for just or valid causes. Termination may be due to any. But not necessarily limited to the following:

- Inefficiency;
- Incompetence;
- Tardiness;
- Insubordination;
- Breach of confidentiality and non-disclosure

Violation of company's intellectual property rights

Just and authorized causes enumerated in Article 282, 283, and 284 of the labor code;

Other causes provided in the Company Rules and Regulations; and

Other analogous causes.

ACCEPTANCE OF TERMS AND CONDITIONS OF EMPLOYMENT

Employee's affixing of his signature on the herein Employment contract means that:

Employee has read and fully understood the terms and conditions hereof and accepts the same;

The terms and conditions for the regularization of his employment have been clearly communicated to and accepted by him/her at the time of his engagement.

IN WITNESS WHEREOF, we hereunto affix our signatures on the date and at the place first above written.

Employer

Employee