**EMPLOYMENT CONTRACT**

**THIS EMPLOYMENT CONTRACT ENTERED INTO** this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_ in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contract”) **BY AND BETWEEN:**

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|  |    | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation organized and existing under Philippine laws with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employer”) |
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|  |   |   and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of legal age, Filipino, (civil status) and with residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employee’) |
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|  |  |  |
|  |   witnesseth that: |
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1. The Employer is engaged in (describe business).
2. The Employer desires to engage the Employee and the Employee desires to be engaged as a (position) to:

(Enumerate functions)

1. Clients and prospective clients and their respective employees and the employees of the Employer represent part of the goodwill of the Employer and a substantial asset of its business, and the Employee recognizes the significance of the Employer’s client and prospective client lists and of information relating to the clients and the employees of the Employer.

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the premises and the mutual covenants set forth herein and for other good and valuable consideration (the receipt and sufficiency whereof are hereby acknowledged by the parties hereto) the parties hereto covenant and agree to and with each other as follows:

**Article 1 – Preamble**

1. The preamble hereto shall form part hereof as though recited at length herein.

**Article 2 – Definitions**

2.00 In this Contract, unless otherwise provided, the following words and phrases shall have the following meanings respectively:

2.01 “Contract” means this Contract and all the schedules annexed hereto and which form a part hereof, together with all amendments to the Contract or to the schedules as may be agreed to in writing by the parties hereto;

2.02 “Business” means the business or businesses presently or in the future carried on by the Employer and being the business stated in the Preamble and any future and subsequent business or businesses it may engage in.

2.03 “Client” means any Person who, at the date of termination of the employment provided for herein or at any time during the twelve (12) months immediately preceding such termination, was a client of the Employer with whom the Employee, in the course of his/her employment, had dealings or negotiations, and shall further mean all prospective clients of the Employer, the securing of whose business was the subject of negotiations or dealings by the Employee with any such prospective clients at any time within the twelve (12) months immediately preceding the date of termination of the Employee’s employment with the Employer;

2.04 “Services” refers to all products and services marketed by the Employer, either now or in the future including, but without limiting the generality of the foregoing, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

2.05 “Confidential Information and Trade Secrets” shall have the meaning hereinafter in paragraph 7.02 ascribed to it;

2.06 “Person” means any individual, firm, partnership, joint venture, company, corporation, syndicate, association, government, governmental board or agency or any other organization;

2.07 “The Employer” refers to the Employer and all its associated, affiliated, and subsidiary corporations as those terms are defined under relevant Philippine legislation, rules and regulations .

**Article 3 – Employment**

3.01 The Employer employs the Employee as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Employer in furtherance of its business as stated in this Contract.

3.02 The Employee acknowledges and agrees with the Employer that his/her functions may, from time to time, be changed or altered and the Employee hereby acknowledges and agrees that the Employer may, from time to time, re-assign the Employee or change or alter the functions of the Employee.

3.03 During the term of this Contract, the Employee shall devote his/her best efforts and his/her entire time, skill, energy and attention to promote and advance the interests of the Employer and will carry on such work as may be required of the Employee by the Employer, its directors and officers, and subject to its and their instruction, direction and control.

**Article 4 – Term**

4.01 The employment of the Employee hereunder shall commence as of the date hereof and shall continue thereafter in full force and effect unless and until terminated as hereinafter provided.

4.02 Any and all previous agreements, written or oral, between the parties hereto or on their behalf relating to the subject matter of this Contract are hereby terminated and cancelled to the extent that same are inconsistent with, contradict or vary or purport to vary this Contract and each of the parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of all such agreements.

**Article 5 – Compensation**

5.01 The Employer agrees to pay to the Employee as compensation for the services to be performed by the Employee under the terms of this Contract, the sums outlined in this Article 5 (the whole of which is sometimes hereinafter referred to as the “Compensation”). The Compensation shall comprise the following:

a.) An annual salary, if any, in the amount as may be agreed upon from time to time by the Employer and the Employee, and the parties hereto acknowledge that, as of the date hereof, the annual salary, if any, is as set out in Schedule “A” annexed hereto, as amended by the Employer from time to time and at any time upon notice in writing to the Employee, (hereinafter referred to as the “Base Salary”);

b.) The Compensation of the Employee shall include, and be in addition to other forms of compensation that he shall be entitled to as provided for in this Contract, ownership of (state number of shares) of the Employer’s common shares, which ownership shall vest over a period of five (5) years commencing on the date of the start of the Employee’s employment, with a one (1) year cliff, and the balance to further vest over the remaining period on a monthly basis.

5.02 The Employer hereby reserves the right and the Employee hereby acknowledges and agrees that the Employer shall have the right, in its absolute discretion and from time to time and at any time, to assign Clients to the Employee and to remove Clients from the Employee and to make commission arrangements that differ from the usual commission rate or base and the Employee hereby agrees to be bound by all such actions of the Employer.

**Article 6 – Covenants of The Employee**

6.00 Inventions and Improvements

6.01 The Employee agrees that any and all discoveries, inventions or improvements, whether patentable or not, made, discovered, conceived, invented or improved by the Employee during the term of his/her employment hereunder (and all discoveries, inventions, or improvements, whether patentable or not, made, discovered, conceived, invented or improved by the Employee during the term of any previous employment, relationship or Contract with The Employer) in any way relating to any process, formula, plan, skill, research, equipment, device, structure, programme, machinery or method of doing business, including modes of merchandising and marketing personnel placement, developed or being developed, made, used or sold by or known to the Employer during the term of employment of the Employee hereunder (or, if applicable, during the course of his/her previous employment, relationship or Contract with the Employer) or resulting from or suggested by any work which the Employee may do for the Employer are and shall remain the sole, exclusive property of the Employer and the Employee agrees that he/she will, whenever as requested (and without expense to the Employer), convey to the Employer to the sole and exclusive right, title and interest in and to the said inventions and/or improvements and execute any and all applications, assignments and other instruments which the Employer may deem necessary in order for it to apply for and receive patents, trademarks, trade names, copyrights and the like in the Philippines or in foreign countries for said inventions or improvements. The Employee’s obligation to execute the papers herein referred to shall continue

beyond the termination of this Contract with respect to any and all inventions and improvements conceived of or made by him/her during the term of this Contract or during the term of any previous employment, relationship or Contract with the Employer and such obligations shall be binding upon the heirs, executors, administrators or legal personal representatives of the Employee. The Employee shall not (either during the continuance of his/her employment by the Employer or at any time thereafter) disclose any of such discoveries, inventions and improvements to any Person or use any such discovery, invention or improvement for his/her own purposes or for any purposes other than those of the Employer.

**7.00 The Business and Confidential Information and Trade Secrets**

7.01 The Employee has been advised and acknowledges that the Employer presently carries on the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinbefore and hereinafter referred to as the “Business”);

7.02 The Employee has also been advised and acknowledges that in the course of his/her previous relationship with the Employer (if any) and in the course of carrying out, performing and fulfilling his/her responsibilities to the Employer hereunder, the Employee will be assisting in developing and maintaining The Employer’s goodwill and trade connections with its Clients and will have or has had, during his/her previous relationship with the Employer (if any) access to, gain(ed) knowledge of any be(een) entrusted with detailed confidential information and trade secrets:

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|   | (a) | relating to the past, present and contemplated services, techniques and modes of merchandising, placement and routines;  |

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|   | (b) | concerning the Clients and potential Clients of the Employer, their names, addresses, tastes and preferences, their cyclical or other particular business requirements;  |

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|   | (c) | relative to the data processing systems, personnel placement systems and proprietary programmes developed, owned, employed or licensed by The Employer;  |

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|   | (d) | concerning employees of the Employer; and  |

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|   | (e) | concerning employees of the Clients of The Employer;  |

(hereinbefore and hereinafter referred to as “Confidential Information and Trade Secrets”) the disclosure of any of which detailed and confidential information and trade secrets to competitors of the Employer or to the general public would be highly detrimental to the best interests of The Employer. The Employee further acknowledges that in the course of performing his/her obligations to the Employer hereunder, the Employee will be the principal representative of the Employer to many of the clients of the Employer and, as such, will be significantly responsible for developing, maintaining or enhancing the goodwill of the Employer with such clients. The Employee acknowledges and agrees that the right to maintain the confidentiality of such confidential information and trade secrets, and the right to preserve its goodwill, constitute proprietary rights which the Employer is entitled to protect;

7.03 Having regard to the provisions of paragraphs 7.01 and 7.02 of this section 7.00, the Employee covenants and agrees with the Employer that:

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|   | (a) | he/she will not, either during the term of his/her employment by the Employer or at any time thereafter, disclose any of such detailed Confidential Information and Trade Secrets to any person, firm or corporation, nor shall he/she use the same for any purposes other than those of the Employer, nor shall he/she disclose or use for any purposes other than those of the Employer the private affairs of the Employer or any other information which the Employee may acquire during the course of his/her employment hereunder with relation to the business and affairs of the Employer, and, without limiting the generality of the foregoing, the trade secrets and knowledge relative to the field of e-commerce and/or business know-how or client lists;  |

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|   | (b) | he/she will not, following termination of his/her employment hereunder (without the prior written consent of the Employer) solicit, whether by written or oral communications or otherwise, any Client in respect to any form of business which the Employer carries on with the Client. The Employer shall provide the Employee with a list of such clients on termination, such list to be prepared in accordance with this definition;  |

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|   | (c) | he/she will not, except as an Employee of the Employer, at any |
|   | time, following the termination of his/her employment hereunder, carry on or be engaged in or concerned with or interested in, other than as an employee only, any business of the character described in paragraph 7.01 of this section 7.00 or any other business now or, at any time during the course of the employment of the Employee hereunder, carried on by the Employer;  |

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|   | (d) | he/she will not, during the term of this Contract, or at any time thereafter, directly or indirectly solicit, divert, take away or attempt to solicit, divert or take away from the Employer any of its employees, independent contractors or sub-contractors.  |

The Employee agrees that all restrictions contained in this Section 7.00 are reasonable, necessary and fundamental for the protection of the Employer’s businesses as hereinbefore described in this Contract, and that a breach by the Employee of any covenant or provision in this Section 7.00 would result in damages to the Employer which could not be adequately compensated for by a monetary award to the Employer. Accordingly, it is expressly agreed by the Employee that in addition to all other remedies available to it, the Employer shall be entitled to the immediate remedy of a restraining order, injunction or such other form of injunctive relief as may be decreed or issued by any court of competent jurisdiction to restrain or enjoin the Employee from breaching any such covenant or provision. All defence to the strict enforcement of the terms and conditions hereof are hereby waived by the Employee.

7.04 The Employee has been advised and the Employee hereby acknowledges that from time-to-time Clients may require that the Employer and/or its employees and sub-contractors execute non-disclosure and non-competition covenants with respect to safeguarding the business, inventions, trade secrets and employees of the Clients, being assets which the Clients are entitled to protect. The Employee hereby agrees that same is reasonable and that the Employee shall honour and abide by all such restrictive and non-competition covenants of the Clients of which the Employee is advised. The Employee further agrees that he/she does hereby and that he/she shall from time to time and at all times hereafter fully indemnify and save and hold harmless the Employer from and against all actions and damages arising out of any failure, on the part of the Employee, to comply with the restrictive and non-competition covenants requested by Clients;

7.05 Notwithstanding any termination of this Contract, all the covenants and provisions of this Article 7, and all paragraphs and sub-paragraphs herein contained, shall survive such termination and shall continue in full force and effect.

**Article 8 – Termination**

8.01 The Employee and The Employer hereby agree that there shall be a probationary term of the employment provided for herein for a period of six (6) months from the date hereof, during which time it is agreed that The Employer may terminate the employment of the Employee as follows:

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|   | (a) | immediately and without any notice for cause and, without limiting the generality of the foregoing, in the event that the Employee is guilty of willful misconduct or disobedience or willful neglect of duty that has not been condoned by the Employer; or  |

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|   | (b) | upon one week’s notice in writing to the Employee;  |

and the Employee hereby acknowledges that the terms of this paragraph 8.01 and the provision for a period of evaluation and termination are reasonable and necessary to the Employer.

**Article 9 – General**

9.01 The invalidity of any provision of this Contract or any covenant herein contained on the part of any party hereto shall not affect the validity of any other provision or covenant hereof or herein contained.

9.02 The waiver by the Employer of a breach of any provision of this Contract by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

9.03 The provisions of this Contract shall be governed by and interpreted in accordance with the laws of the Philippines and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the City of Mandaluyong.

9.04 The provisions of this Contract shall enure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Employee and the successors and assigns of The Employer, respectively.

9.05 Each of the parties hereto covenant and agree to execute, acknowledge and deliver such further documents and assurances as may be required from time to time to give full force and effect to the provisions of this Contract.

9.06 Unless the context otherwise requires, word importing the singular include the plural and vice versa and words importing gender include all genders.

9.07 This Contract may not be assigned by the Employee, but may be assigned by the Employer.

9.08 The foregoing contains the entire Contract between the parties hereto, and no modification thereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**IN WITNESS WHEREOF THIS CONTRACT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

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| **ACKNOWLEDGMENT** **AT THE CITY OF \_\_\_\_\_\_\_\_\_\_\_\_** this \_\_\_\_\_ day of \_\_\_\_, 2021 personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(ID : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and (name of employee) (ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), known to me and to me known as the same persons who executed the foregoing instrument (Employment Contract) and acknowledged to me that the same is their free act and deed. **WITNESS MY HAND AND SEAL** on the date and place above-mentioned. Notary Public  |   |  |
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**SCHEDULE “A”**

to the Employment Contract

Between The Employer and the Employee

1.0 This is Schedule “A” referred to in the foregoing Employment Contract.

2.0 Effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ your Compensation package will be as follows:

2.1 A Base Salary of P\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ payable every fifteenth (15th) day of each and every in the amount of P\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, subject to all statutory and other normal employee deductions and contributions.

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