

# EMPLOYMENT CONTRACT

## *Fixed Term Employees working with Client-based Projects*

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Employment ("Agreement") is executed this **SEPTEMBER 27, 2023** by and between:

**RIPECONCEPTS, INC.**, a corporation duly organized and registered under Philippine laws, represented by the; HR Manager; **KATRINA NABONG**, herein referred to as "Employer";

**ANGELI HERMIONE DESPHY** of legal age, single, and a resident of **CEBU CITY**, herein referred to as "Employee",

Witnesseth:

WHEREAS, the Employer is engaged in the business of outsourcing for graphic design, marketing, web and IT services and

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, and has received and passed courses provided by the Employer regarding intellectual property and the consequences of any misappropriation of the same;

WHEREAS, the Employer is working with Minted hereinafter referred to as "Client".

NOW THEREFORE, the parties hereby agree as follows:

### 1. APPOINTMENT

Employee is hereby appointed as **PRINT QUALITY ASSOCIATE** under temporary fixed period employment status for from the first day of actual report for work, which is **OCTOBER 2, 2023**. The Employee shall undergo a temporary fixed period beginning on the first day of work performed by the Employee, as provided in this Agreement. In addition, the temporary fixed period may include a Certification Period, where the Employee, within a reasonably defined period, shall be exclusively trained for the skills required for the position and subjected to a Certification Examination. The failure to pass such Certification Examination shall constitute a valid ground for termination due to failure to meet the standards of performance during the temporary fixed period. After certification and intermittently within the rest of the temporary fixed period employment, the Employee's performance shall be evaluated based on the criteria above mentioned.

### 2. COMPENSATION

The Employee will receive a gross basic monthly rate of **THIRTEEN THOUSAND FIVE HUNDRED PESOS ONLY (PHP 13,500.00)**. Further, Employer will pay the mandatory 13<sup>th</sup> month pay and other benefits as may be applicable.

### 3. DUTIES AND RESPONSIBILITIES

Employee shall perform the duties and responsibilities that his/her position or job necessarily entails, as may be

contained in his/her job description or as may be reasonably assigned to him/her by the company from time to time. The specific duties and responsibilities of an Employee are contained in the corresponding Scope of Work and Job Description, which herein Employee acknowledges to have read and understood as a condition of hire and for his/her regularization and entitlement to other benefits and promotion. It is a condition of this Agreement that the Employee maintains the necessary level of technical expertise in the performance of his/her job, which may necessitate him/her to attend Courses and Certification Programs, locally or internationally.

Employee is obliged to perform his/her duties loyally (including loyalty to Client), independently, industriously to help meet the goals and objectives of the Employer and is expected to carry out these responsibilities to the best of his/her knowledge and abilities in order to protect and advance the interests of the Employer, its principals, and its employees. Further, the Employee commits to abide by all policies, rules, and regulations contained in the Agreement, current policies in place as well as subsequent issuances and memorandum established by the Employer. Failure to do so may subject the Employee to disciplinary action which may include termination of this Agreement.

#### **4. PLACE OF WORK**

Employee's primary place of work will be Cebu City, Philippines. Employee agrees that the Employer may transfer him/her to any other location as may be required by the exigencies of the business, the organizational requirements of the Employer and the responsibilities of Employee's position. The Employee may be required to travel from time to time.

#### **5. 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/her to render work beyond normal business hours.

#### **6. DECORUM**

The Employee shall observe and comply with all company rules and regulations, written or otherwise. The Employee shall devote his/her 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. This includes creating or selling designs that are or may be competitive with the work of Employer or Client.

#### **7. FURNITURE, COMPUTER HARDWARE, SOFTWARE & OTHER ASSET USE AGREEMENT**

Employee represents that he/she is able, willing and qualified to render service as an Employee of the Employer, Employer offers to Employee use of certain Employer's owned furnishings, computer hardware, software and other assets including but not limited to laptop computers with peripheral devices and software, cell phones and home office equipment, including any intellectual property or designs owned by or licensed to Employer or Client, hereinafter summarized as "Company Property", as needed in accordance with the terms and conditions set forth in this Agreement.

##### ***TERMS & CONDITIONS:***

1) Employee agrees to give Company Property the same care and protection as that which Employee provides to his or her own personal property. Employee agrees not to permit any non Employer employed persons to possess or use at any time, any Company Property.

2) Employee agrees and acknowledges that Company Property is for Employee use only while remaining an employee of the Employer. Employee agrees to return any Company Property placed in the custody of Employee during his/her employment with the Employer, to the Employee's supervisor on or before the last day of Employee's employment with the Employer. In the event that the Employer is unable to provide any Company Property for Employee's custody, Employee agrees to give Employer access to his or her own personal property for monitoring purposes.

3) Employee agrees and acknowledges that failure to return to his/her supervisor on or before the last day of Employee's employment with the Employer any Company Property placed in the custody of Employee during his or her employment with the Employer, may result in the Employer withholding the replacement value of such Company Property from Employee's final salary payment or otherwise pursuing criminal prosecution or civil liability against Employee.

4) Employee agrees to promptly inform Employer of any loss, theft or damage (including by Employee) of any Company Property placed in the custody of Employee during his or her employment with the Employer and agrees to pay the full cost of replacing or repairing the lost, stolen or damaged Company Property using a repair or seller of Employer's choosing.

5) Employee agrees that during the course of the probationary period, he/she is not allowed to take home any Company Property, unless otherwise a written request to take home any Company Property is approved by the Director of Operations.

## **8. NON-COMPETITION**

In the event Employee is separated or terminated from employment for whatever reason, he/she 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 two (2) years from date of separation or termination, without the prior notice to Employer. Further, herein Employee agrees as it is hereby agreed not to directly or indirectly solicit or accept undertaking from any of the current and prospective clients of the company of any kind including but not limited to Freelance and/or Subcontracting to other similar or any establishments during the term of this Agreement or two (2) years thereafter. Otherwise, the Employer has the full discretion to file the necessary civil and criminal cases in order to protect its right and interest and may hold the Employee liable to pay for the damages.

## **9. INTELLECTUAL PROPERTY**

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

Employee agrees that he/she shall promptly disclose to the Employer the following: a) all graphic and non-graphic designs, inventions, improvements, discoveries and technical developments made, created, worked on, discovered or conceived by him/her (either alone or with others) during the term of employment ('Inventions'), b) all Inventions which are based on any of the foregoing or other proprietary information of the Employer or Client, and are made or conceived by Employee (either alone or with others, including Client and its constituents), c) any documentation related to the Inventions, which shall become the Employer's property, and d) web content and development concepts, ideas, design, and multimedia graphics, and artwork.

Employee hereby assigns to the Employer (for further assignment to Client or its constituents) his/her entire right, title and interest in and to such Inventions and documents, which relate in any way to or are useful in the Employer's or Client's business and in the course of his/her employment. The Employee shall do all acts necessary and/or required by the Employer or Client to give effect to this provision.

Employee further agrees to cooperate with the Employer and Client in the procurement and maintenance of patents, copyrights, and/or other protection of the Employer's and Client's rights to such Inventions/Documents, Content Design and Multimedia Graphics, at the Employer's expenses. The Employee shall keep and maintain adequate and current written records of all such Inventions, Content Designs and Development, which shall automatically become the exclusive property of the Employer or Client (depending on the arrangement between the Employer and Client).

Employee also waives his/her right to file for any copyright application for any such inventions or concept,

designs, ideas while actively employed by the Employer and within one (1) year from date of resignation or termination from the Employer. If within one (1) year after leaving the Employer's employ, a patent application or trademark or copyright registration is filed by Employee or on his/her behalf describing and Invention within the scope of his work for the Employer, or which otherwise relates to a portion of the Employer's or Client's business of which he/she had knowledge of and access to during his/her employment, Employee agrees to specifically state that "the Invention, Concept, Design was conceived by her/him within the scope of his employment with Employer," and to notify both Employer and Client of such application at least ten (10) business days before its filing.

## 10. NON-DISCLOSURE

Employee acknowledges and confirms that this Agreement 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 Agreement.

## 11. CONFIDENTIALITY

In order to safeguard the Employer's interest and the confidentiality of its business and affairs, Employee agrees that during the term of his/her employment and from and after the actual cessation of his/her employment, he/she 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, formulae whether authored by Employee or otherwise to suit the Employee's purpose or those of any other person, company, business entity or other organization whatsoever, including Client. Confidential information also includes the terms and conditions of this Agreement and any other information related to the Employee's compensation and benefits.

Employees shall not take out of the Employer's premises any designs, technical plans, charts, drawings, codes and other materials containing technical data and information unless with the prior written consent or permission of the Employer.

A trade secret is any information, process or idea that is not generally known in the industry, that the Employer considers confidential, and that gives the Employer or Client a competitive advantage. Examples of trade secrets include:

- Technical plans, charts, drawings, and other materials containing technical data and information
- Computer programs listings, source codes and object codes
- All information relating to programs now existing or currently under development
- Customer lists and records, sources of purchasing and all other information related to vendors and suppliers
- All live designs and files in the Client's website and other confidential information at the production database

Client's design files shall not be used for any purpose other than the work directed by Employer's management. Thus and therefore the Employee working on Client's projects are not allowed to:

1. Participate in Client's design challenges ("Minted Challenges") during the term and within six (6) months from his/her end of employment from the Employer.
2. upload Client's design files to any cloud based storage such as but not limited to Google Drive, Yahoo, Messenger, Viber, Microsoft One Drive, Amazon Drive, Dropbox, iDrive, iCloud, Spideroak One, Box, Sugar Sync, MEGA, NextCloud, pCloud, Wasabi, Icedrive, Backblaze, Crashplan Carbonite, MediaFire.
3. Copy, save or download any Client's design files to removable storage access such as but not limited to Optical Discs, Memory Cards, Floppy Disks, USB Flash Drives, External Hard Drives, External CD's/DVD's and other external/dockable devices which contain removable media capabilities,

share or transfer Client's design files to other machines or people.

4. such as but not limited to desktop computers, laptops, mobile phones, servers, computer tablets.

During and after Employee's term with the Employer, he/she shall at all times practice good discretion, ask permission and seek prior approval from the Employer in the use or disclosure of any company documents – technical or business information, or any information which one might reasonably expect the company to regard as confidential, whether transmitted or acquired from the Employer's customers, suppliers, or other persons – to any person, company or entity.

Employee must formally declare that he/she has properly tendered his/her resignation from his/her previous employer and is free from any obligation to them, not bound to any other company, or subject to any non competition clause. Employee shall neither disclose to the Employer nor induce the Employer to use any confidential information or material, which belongs to his/her former employer.

The obligations contained in this paragraph shall cease to apply to any information or knowledge, which may subsequently come into the public domain after the termination of employment, other than by way of notarized disclosure.

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/her employment.

## **12. NON-DISPARAGEMENT**

From the date of this Agreement, throughout the term of the employment, and for twenty four (24) months thereafter, Employee shall not make any public, online, or electronic disparaging statements, concerning Employer's officers, directors, employees, attorneys, agents, clients or contracting parties, or its business or operations.

This non-disparagement agreement shall not in any way prevent the parties from disclosing any information to their attorneys or in response to a lawful subpoena or court order requiring disclosure of information.

## **13. EMPLOYEE LEARNING AND DEVELOPMENT OPPORTUNITIES**

The Company shall provide formal trainings, seminars, workshops and other learning opportunities required of them to effectively handle assigned job responsibilities.

On the other hand, the Employee must ensure participation and completion of the formal trainings, seminars, workshops and other learning opportunities.

As formal trainings, seminars, workshops and other learning opportunities require substantial cost and professional time from the Company, it expects commitment from the employee and undertakes to remain in service with the Employer as may be determined by the Company. Employee will be required to sign a Training Agreement prior to enrollment to the learning program.

A formal training shall be defined as structured and with a set of defined curriculums requiring the learning participant to complete and perform based on a set of learning objectives within a specified timeline.

## **14. UNDERTAKING**

The Employee shall work exclusively for the benefit of the Employer. Employee warrants that he/she shall comply with all his undertakings and obligations set forth in this Agreement and shall indemnify Employer of any actual losses, damages, costs and expenses, including attorney's fees, incurred as a result of the breach of this Agreement or his/her willful act, omission, fraud or negligence. The Employee acknowledges that Client is an intended third-party beneficiary of this Agreement, and may enforce it directly against the Employee.

## **15. TERMINATION**

Employer reserves the right to terminate or cancel this Agreement 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;  
Non-disclosure Violation of Employer intellectual property rights;  
Just and authorized causes enumerated in Article 282, 283 and 284 of the Labor Code;  
Other causes provided in the Employer's Rules and Regulations;  
Other analogous causes and  
Any theft, copying, near-copying or other misuse of designs belonging to Client or its constituents will result in immediate termination, as requested by Client or as otherwise determined by the Employer.

## 16. RESIGNATION

In the event that the Employee decides to resign he/she should tender a **sixty (60)** day prior notice. If during the said **sixty (60) day** period, Employee fails to report for work or to report on time or fails to render the necessary performance expected of him/her, such that the Employer would suffer business loss as a result, the Employee herein voluntarily authorizes the Employer to withhold from his/her last salary and benefits, an amount equivalent to **one (1) month pay** that would be commensurate to the damages that the Employer suffered.

Further, the Employee should give the Employer ample time to make computations for the last pay and other benefits due to the Employee upon resignation. A maximum of thirty (30) days period is expected for the processing of the last pay and the clearance of the resigned Employee.

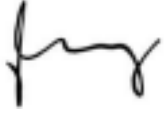
## 17. ACCEPTANCE OF TERMS AND CONDITIONS OF THIS AGREEMENT

Employee's affixing of his/her signature on the Agreement herein means that:

- The Employee has read and fully understood the terms and conditions hereof and accepts the same;
- The Employee acknowledges and confirms that this Agreement is legally binding and any breach of the aforementioned terms and conditions will result in legal repercussions.
- If you decide to violate this Agreement after accepting the terms of this employment, the Employer has the right to demand the amount equivalent to your one (1) month pay essentially to defray the cost of the Employer's recruitment and additional man-hours to be spent to look for his/her replacement.
- The terms and conditions for the regularization of his/her employment have been clearly communicated to and accepted by him/her at the time of this engagement.

IN WITNESS WHEREOF, we have set our hands this \_\_\_\_\_ day of \_\_\_\_\_ at Cebu City, Philippines.

**RIPECONCEPTS INC.**  
Represented by:



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**KATRINA NABONG**  
Human Resources

**EMPLOYEE NAME:**



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**ANGELI HERMIONE DESPHY**  
Print Quality Associate

SIGNED IN THE PRESENCE OF:

## **A C K N O W L E D G M E N T**

(REPUBLIC OF THE PHILIPPINES)  
CITY OF CEBU)

BEFORE ME, a Notary Public, for and in the City of Cebu, Philippines personally appeared the parties with their competent evidence of identity appearing below their names who are known to me and to me known to be the same persons who executed the foregoing instrument consisting of nine (9) pages, including this page and they acknowledged to me that the same is their free act and voluntary deed.

WITNESS MY HAND AND SEAL, day of\_.

Doc. No.;  
Page No.;  
Book No.;  
Series of 2021.