

PRIVATE & CONFIDENTIAL

April 5, 2019

Ms. Kyle Joshua J. Labajo
H. Abellana Street, Canduman Mandaue City

Dear Ms. Labajo:

We are pleased to offer you employment with iPloy Incorporated (hereafter called the "Company") subject to the following terms and conditions and to satisfactory references, employment history verification, background and other checks required by the Company.

This Contract together with any attachments, sets out the terms and conditions of your employment in accordance with the rules and laws of the Philippines.

Engagement

1. The commencement date of your employment under this Contract is April 8, 2019.
2. Your services are hereby engaged as **CSR-Phone**. The reporting requirements of this role may vary from time to time in accordance with the needs of the Company.
3. You shall undergo a probationary period of six (6) months from commencement date of your employment during which period you will undergo training to be able to perform your duties and tasks accordingly. During this probationary period, you shall be expected to meet the standards imposed by the Company for regularization of your employment and to adequately qualify and pass the training. Your failure to meet the foregoing requirements shall be ground for termination of your probationary employment.

Remuneration

4. Your basic salary is Php14,000.00 gross plus monthly allowance of Php1,600.00 you shall be entitled to 10%-night differential (covering the period 10PM to 6AM) and you shall also be eligible to receive 13th month pay in accordance with the Labor Code.
5. The Company shall deduct from your basic salary the amount of withholding taxes, Social Security System contributions and other government mandated contributions or agreed deductions.

Working Schedule

6. Your working days shall be five (5) days a week, with two (2) days as rest days. Your working hours shall be eight (8) hours per day, excluding 1-hour break period or forty (40) hours a week. Your specific work days and hours will be determined by your immediate supervisor in relation to business needs.



Training

7. Trainees shall undergo 3 months of probationary employment training in the Areas of (areas of training) necessary to equip them with the skills and aptitude for the job to be undertaken. Trainees' performance shall be graded accordingly as the training progresses. Trainees who shall pass the training shall be expected to continue with their probationary employment until the 6th month when they shall be subject to a performance evaluation necessary for regularization.
8. Trainees who do not pass the training or who shall incur unexcused and unauthorized absences or tardiness in violation of the Attendance Policy and iPloy Code of Conduct shall be asked to discontinue their probationary contract of employment.

Holidays and Leave

9. Upon regularization, you shall be entitled to ten (10) days' vacation leave and ten (10) days sick leave. All unused sick leaves by the end of the calendar year shall be convertible to cash (a maximum of 10 days).

Holiday Pay

10. You are entitled to receive holiday pay during days that you report for work which fall on a Philippine holiday. Premium computations will be based on what is prescribed by the labor law.

Medical & Insurance Scheme

11. You are eligible for the benefits under the Medical Benefits Plan of the Company's Group Insurance on month of commencement upon the regularization of your employment.

Benefits under the Medical Benefits Plan will be subject to the rules of the plan and terms of applicable insurance policy, which may be varied from time to time, and are conditional upon you complying with and satisfying any applicable requirements of insurers.

The Company reserves the right to vary the terms of the Medical Benefits Plan from time to time.

Annual Physical Exam

12. All employees shall be required by the Company to undergo several medical laboratory tests and examinations as part of its Annual Physical Exam. This APE shall be mandatory for all regular employees.
13. Further thereto, the Company may require random drug testing for all its employees when it



- a. English will be used when communicating with customers, co-workers and other business affiliates who speak only English. Customers who express a preference for another language are an exception to this rule.
- b. All task directions and work directives will be provided in English. Employees engaged in team-related work efforts or project teams will be expected to communicate in English.
- c. All safety, facility and security-related materials will be provided in English, and team or departmental meetings that relate to business operations, safety, facility or personal security will be conducted in English.
- d. The use of the company Internet and intranet, as well as work-related e-mail and other communications that involve company safety and security matters, customer communications, specific work teams or projects, and other business-related group activities, will be in English, unless customer requirements state a preference that another language be used.

Any documented gross non-compliance of the English only policy may lead to termination of employment.

Performance

17. You will at all times faithfully, industriously and satisfactorily perform all duties that may be required of you, pursuant to the express and implicit terms and comply with our Employee Handbook and Code of Conduct made known to you at the commencement of your employment.
18. You agree to devote full time and attention to your work and at all times, protect and maintain the name, reputation, integrity and goodwill of the Company, undertaking to commit no act or omission that will tarnish or bring dishonor or prejudice to the Company. To this end, you agree that you shall not serve or accept any other employment, directly or indirectly, in any manner for the whole duration of your employment with us.

Audio and Video Monitoring

19. The Company shall be under video monitoring through its installed CCTV cameras within the production floor and office premises. Calls made by its employees shall also be monitored through audio recording and monitoring for audit and evaluation purposes.

Other Conditions of Employment

20. The Company at a minimum will comply with all labor laws and regulations relating to your employment in the Republic of the Philippines. In addition, in entering this Agreement, you agree that the policies and procedures of the Company and its client/s, as varied or added to from time to time, will apply to and govern your employment. You must comply with the individual policies



and procedures of the Company's business to which you are assigned.

The Company reserves the right to vary the terms of this letter and your employment from time to time. You will be notified of any such changes.

Termination of Employment

21. You acknowledge that the Company may terminate your employment if you have committed any violation of the Company Code of Conduct that shall be considered as just and/or authorized cause for your dismissal in accordance with the Labor Code after observing due process for termination of employment.
22. In the event that you shall terminate your employment with the Company, you are required to serve a written notice of at least thirty days (30) to the Company. Failure to serve the notice in accordance with the thirty (30) day notice policy shall be considered as Absence without Leave (AWOL) on the first day of absence. Employees on AWOL shall not be eligible to be issued a Certificate of Employment from iPloy.
23. If your employment ceases for whatever reason, you agree and authorize the Company to make the necessary deductions from your final salary, bonuses, or other benefits that may be due to you to effect settlement or payment of any unpaid accountability or pending obligations that you may have at the time of the cessation of your employment. This is without prejudice to the Company's right to resort to any and all available legal remedies to secure payment or remuneration for any of your outstanding obligations that are not covered by your final salary, bonuses, or other benefits and any damage incurred by the Company by reason of your act or omission.

Return of Property

24. Upon termination of your employment with the Company, for any cause, you must immediately return to the Company or its authorized representative, all its property including equipment, correspondence, documents, records, data software, disks and other information-storing medium, specifications, models and all copies, summaries notes and reproductions thereof, any other property belonging to or relating to the business of the Company which are in your possession, custody or control.

Entire Agreement

25. This document together with any attachments, records the agreement between the parties. No previous negotiations, understandings, contracts, agreements, representations, warranties, memorandum or commitments will affect the terms and conditions of your employment by the Company.

