



## PROBATIONARY EMPLOYMENT CONTRACT

**Ellie Anne Obrador**  
**Bonbon, Cebu City**

Dear Ellie:

Subject to your satisfactory completion of all pre-employment requirements, we are pleased to hire you as a **Business Developer** in our company under probationary employment. The terms and conditions of your employment are as follows:

### **1. Commencement**

You will start to work with the Company on **June 28, 2019**

### **2. Probationary Status**

You will work under a probationary status for a period of one (1) month beginning on **June 28, 2019** until **July 28, 2019**. You need to (i) satisfactorily perform your functions; (ii) strictly comply with Company policies, rules and regulations; and (iii) faithfully abide with the terms and conditions of this contract and other related agreements. These are the standards that shall be used by the Company to evaluate your performance and you acknowledge that you were sufficiently informed and you have clearly understood these standards at the time of your engagement.

If you fail to satisfy the Company's standards during the probationary period, the Company shall be constrained to discontinue your services and shall advise you accordingly. Otherwise, the Company shall confirm your appointment as regular employee in writing at the end of the probationary period or such earlier date as it may deem appropriate.

### **3. Description and Work Hours**

You are required to perform works that are in consonance with your job description. You are to perform these works in all the days of the week except Saturdays, Sundays and Holidays. You shall not be paid for the days that you have not worked except during Legal Holidays, in accordance with law. In case you are required to render work during holidays, you will be paid the legally mandated pay, over and above your basic salary.

You shall render work **8hours** a day with a total of **40hours** a week. You shall enjoy a 60-minute consumable break according to company schedule. You shall not render overtime work unless demanded by the exigency of the business as determined by the Company. In such case, you shall be paid the legally mandated overtime pay, over and above your basic salary.



The Company however, reserves to change this schedule if business warrants. The Company can further adopt flexible working arrangements such as a compressed workweek in accordance with subsisting laws, rules and guidelines.

#### **4. Salary**

Your monthly basic salary shall be Php 17,000.00; it shall be paid twice in a month. The period covering from **Day 1-15** will be paid on the **20<sup>th</sup> day** of the month while **Day 16-30 or 31<sup>st</sup>** shall be paid on the **5<sup>th</sup> day** of the following month. This salary covers workdays including un-worked legal holidays in a month. Any and all privileges and fringe benefits granted to our regular employees are not deemed part of the terms and conditions of your employment until you qualify as such.

#### **5. 13<sup>th</sup> Month Pay**

If you have been with the Company for more than a month as a probationary employee but failed to qualify for regular employment you shall be entitled to a proportionate 13<sup>th</sup>-month pay which is equivalent to 1/12 of your basic compensation earned during said period of service. Your proportionate 13<sup>th</sup> month pay shall be given to you upon discontinuance of service, subject to authorized withholding and/or deductions.

#### **6. Termination of Employment**

You shall give a written notice of your intention to resign from the Company at least thirty (30) days from your intended date of resignation. Failure to do so makes you liable to the Company for whatever damage it suffers as a result of your sudden resignation.

If your employment is terminated or severed in any case, you shall settle all your accounts and obligations with the Company, submit the required report/s and turn over funds and/or properties belonging to the Company not later than the effective date of your termination or severance from service. You irrevocably authorize the company to withhold any wages and other employment benefits, terminal or last pay due you and to apply said amount, or to deduct an adequate portion of it as payment for any outstanding account or obligation that you failed to settle upon your termination or severance from service.

#### **7. Non-Disclosure and Non-Use of Confidential Information**

You shall not, during your employment, disclose to any person any confidential information and/or use this information unless authorized by the Company. All information obtain from the Company by reason of or on occasion of your employment are considered confidential such as but not limited to trade secrets, customer data, supplier data, pricing schedule, negotiations, marketing plans, business strategies, business methods, business output and products and other proprietary information.

Upon severance of your employment, you shall return to the Company without retaining any copy, all properties, things or objects containing or embodying these confidential information. Moreover, you shall continue to observe your obligation not



Any breach of your obligation under this paragraph is a ground for your dismissal if you are still employed with the Company at the time of the breach. Furthermore, you shall be liable for whatever damages that the Company may suffer by reason of your breach, which shall be over and above the legal remedies available to the Company like injunction, attorney's fees and reimbursement of costs.

#### **8. Non-Compete**

You shall not engage in or participate in any business, undertaking or activity of similar nature to that of the Company's business. You shall not take part as an employee, owner or person having any interest over a competing business, undertaking or activity. You shall not entice any of the employees to leave the Company and join a competing business or commit any act to harm the Company or its reputation. Your obligations under this paragraph shall be applicable during your employment in the Company and the succeeding three (3) years immediately thereafter.

Any breach of your obligation under this paragraph is a ground for your dismissal if you are still employed with the Company at the time of the breach. Furthermore, you shall be liable for whatever damages that the Company may suffer by reason of your breach, which shall be over and above the legal remedies available to the Company like injunction, attorney's fees and reimbursement of costs.

Your signature in the space provided below will denote your acceptance of the foregoing terms.

Very truly yours,

A handwritten signature in black ink, appearing to read "Faith Hall".

**Faith Hall**  
Office Manager

I hereby certify that I have reviewed the foregoing terms and conditions, fully understood them, and have voluntarily given my consent thereto. I further acknowledge having received a copy of the above contract and all of its attachments as well as the existing company policy, rules and regulations.

CONFORME:

\_\_\_\_\_  
NAME AND SIGNATURE

\_\_\_\_\_  
DATE