

**PRIVATE & CONFIDENTIAL**

January 16, 2020

Mr. James Diaz Reyes  
150 Echeverria Compound, LP Balaga, A Lopez St. Labangon, Cebu City

Dear Mr. Reyes:

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 January 6, 2020.
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 **Php 16,000.00** gross plus monthly allowance of **Php 2,400.00** you shall be entitled to 10%-night differential (covering the period 10PM to 6AM) and you shall also be eligible to receive 13<sup>th</sup> 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 deems necessary. Employees shall be expected to submit themselves to a random drug test whenever required.

### **Employee Handbook and Code of Conduct**

14. You undertake to abide by the Employee Handbook and the Code of Conduct issued by the Company which may be amended from time to time. Such Employee Handbook and Code of Conduct shall form an integral part of this Contract.

Hence, you further agree, in case of any violations thereof, to the disciplinary sanctions, which includes suspensions, reprimands and dismissal as contained therein.

In addition, you agree that you may be placed in preventive suspension by the Company should it find that your continued employment poses a serious and imminent threat to the life and/or property of the Company including the latter's directors and officers.

### **Confidentiality**

15. In entering this Contract, you agree and undertake:
- to maintain the confidentiality of the contents of this Contract, and
  - that at all times during and after your employment under this Contract you will keep confidential and not disclose matters on compensation and benefits or any Confidential Information to your client or any person other; and
  - that immediately upon the request of the Company or upon the termination of your employment with the Company you will deliver to the Company all confidential Information, stored in hard copy or in any electronic, magnetic or optical form, which is in your control or possession.

For the purposes of this Contract, "Confidential Information" means any trade secrets, technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, inventions, data bases, data surveys, customer lists or information, sales plans or marketing plans, research, software, records or other information concerning the Company, related entities or any of their respective customers or supplies which is secret and confidential (that is, not in the public domain) of which you became aware during your employment with the Company.

Any instance of non-compliance on Confidential Information may lead to termination of employment.

### **"English Only" Language Policy**

16. As the client's demographic is in North America, all employees shall be strictly required to converse in English



**at all times while in the office premises.** The English-only rule must be strictly observed as a non-negotiable policy as follows:

- 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.
24. The Company reserves the right to immediately terminate your contract anytime within the probationary period without the need of a 30-Day Notice in the event of a below satisfactory performance, attendance issues (unscheduled absences, tardiness, over breaks etc.), serious disregard of company rules and policies and other reasons critical to its interests.

### Return of Property

25. 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

26. 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.

No oral explanation or information provided by either party to the other shall affect the meaning or interpretation of this document; or constitute any collateral agreement, warranty or understanding between any of the parties to this Agreement.

This Agreement and the employment terms and conditions shall be governed and construed in all respects in accordance with the Laws of the Republic of the Philippines.

As formal confirmation of your acceptance of employment and the foregoing terms and conditions, and to signify your understanding thereof, please sign and return to us the duplicate copy of this letter.

~~James Diaz Reyes~~  
Employee Name and Signature/Date *2/24/20*

Yours sincerely,  
For and on behalf of  
iPloy Incorporated

~~MARISHKA IRIS ARCILLA~~  
HR Supervisor

Noted by:

~~ALFREDO CAMARILLO, JR.~~  
Director of Operations

### ACCEPTANCE OF OFFER

I confirm I have read and understood the above terms and conditions of this Agreement. I accept the offer, Code of Conduct and the terms and conditions of the employment with the Company.

~~Signature: James Diaz Reyes~~  
Signature over Printed Name

ID no. \_\_\_\_\_  
Date: \_\_\_\_\_