

## PROBATIONARY EMPLOYMENT CONTRACT

This Probationary Employment Contract ("Contract") is hereby entered into this \_\_\_ Day of \_\_\_ at Cebu City by and between:

**HUMAN INCUBATOR INC.**, a corporation duly organized under the laws of the Philippines, with principal office at Unit 1001B 10/F Keppel Center, Cebu Business Park, Cebu City, represented by its President, **Julius Perez** (hereinafter referred to as the "Employer");

-And -

\_\_\_\_\_ ("THE EMPLOYEE"), of legal age, residing at \_\_\_\_\_, Cebu City, Philippines (hereinafter referred to as the "PROBATIONARY EMPLOYEE").

The EMPLOYER and the PROBATIONARY EMPLOYEE are hereinafter collectively referred to as the "Parties" and individually referred to as the "Party".

### WITNESSETH THAT:

**WHEREAS**, the EMPLOYER and the PROBATIONARY EMPLOYEE desire to enter into a Probationary Employment Contract ("Contract") for the position of \_\_\_\_\_.

**WHEREAS**, the EMPLOYER during the probationary period will assess, evaluate, and determine the competency, skills, and qualifications of the PROBATIONARY EMPLOYEE which are conditions for his regularization and continuation of employment;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein and intending to be legally bound, the Parties hereby agree as follows:

#### 1. DUTIES, RESPONSIBILITIES, AND HOURS OF WORK

The PROBATIONARY EMPLOYEE shall be employed in the position of \_\_\_\_\_, the current duties and responsibilities of which are set out in Annex "A-1" attached hereto and forming part of the CONTRACT. The said duties and responsibilities may be amended from time to time at the sole discretion of the EMPLOYER, subject to formal notice to the PROBATIONARY EMPLOYEE.

The PROBATIONARY EMPLOYEE shall work in accordance with the schedule set out in **Annex "A-2"**.

#### 2. PROBATIONARY PERIOD

The probationary employment period shall be for **six (6) months**, which shall commence on \_\_\_\_\_

The standards and manner of assessment to qualify for regular employment, which were made known to the PROBATIONARY EMPLOYEE at the time of hiring, are set out in **Annex "A-3"**.

Either party may terminate the CONTRACT at any time during the initial six (6) month period by giving the proper written notice/s. The EMPLOYER may terminate the CONTRACT for just or authorized causes cited under the law if the PROBATIONARY EMPLOYEE fails to qualify as a regular employee in accordance with the above mentioned standards made known to her at the time of hiring.

#### 3. PRE-EMPLOYMENT REQUIREMENTS

The Pre-Employment requirements are set out in **Annex "A-4"**.

#### **4. COMPENSATION AND BENEFITS**

In consideration of the services to be provided by the PROBATIONARY EMPLOYEE, the EMPLOYER, during the term of the probationary employment, shall pay the compensation and benefits set out in **Annex "A-5"** of this CONTRACT.

#### **5. TERMINATION OF EMPLOYMENT**

##### **A. BY THE EMPLOYER**

The EMPLOYER may terminate the CONTRACT upon just or authorized causes cited under the LABOR CODE. The EMPLOYER may also terminate the CONTRACT if the PROBATIONARY EMPLOYEE failed to qualify for regular employment based on the reasonable standards made known to the employee at the time of hiring.

The EMPLOYER will give the proper written notice/s to the PROBATIONARY EMPLOYEE should any of the abovementioned grounds for termination of employment occur, in accordance with the procedures set by Philippine law, rules and regulations, and the Company Handbook.

##### **B. BY THE EMPLOYEE**

The PROBATIONARY EMPLOYEE may voluntarily terminate the CONTRACT through resignation by giving prior written notice to the EMPLOYER at least thirty (30) days before the intended date of resignation.

Failure of the PROBATIONARY EMPLOYEE to give written notice of resignation at least thirty (30) days before the intended date of resignation, shall make the PROBATIONARY EMPLOYEE liable to the EMPLOYER for liquidated damages in the amount of Sixty Thousand Pesos (P60,000.00), unless the notice period is waived by the EMPLOYER.

##### **C. COMPLIANCE WITH CLEARANCE REQUIREMENTS AND EXIT PROCEDURE**

In cases where the EMPLOYEE voluntarily resigns, or is terminated for just causes, the EMPLOYEE shall comply with the clearance requirements and exit procedure of the EMPLOYER, as provided in Annex "B". Failure of the EMPLOYEE to comply with the said requirements and procedure in full shall make the EMPLOYEE liable to the EMPLOYER for liquidated damages in the amount of One Hundred Thousand Pesos (P100,000.00), which shall be deducted from the EMPLOYEE'S final pay. The EMPLOYEE shall remain responsible for paying the balance of the damages if any remains after such deduction.

#### **6. NON-COMPETE CLAUSE**

During the term of employment and three (3) years thereafter, the PROBATIONARY EMPLOYEE shall not own, manage, operate, consult or be employed in the same business as that of the EMPLOYER, nor shall the PROBATIONARY EMPLOYEE be engaged in any activity that will be in conflict with the interest or business of the EMPLOYER.

During employment and until a period of three (3) years following the end or termination of the employment of the PROBATIONARY EMPLOYEE, regardless of whoever initiated the termination of the employment, be it termination or resignation, the PROBATIONARY EMPLOYEE agrees NOT to be engaged directly or indirectly in any activity that will in any manner compete with the business of the EMPLOYER, its affiliates, or successors.

The PROBATIONARY EMPLOYEE also agrees never to solicit, or attempt to solicit the business of any client or customer of the EMPLOYER, present or past, for his own personal benefit or that of any third person or organization not connected with the EMPLOYER.

Further, within the period of three (3) years after the resignation or termination of the employment, the PROBATIONARY EMPLOYEE is prohibited to work in a Japanese

company that is in any manner in competition with the EMPLOYER, or any of their affiliates or assigns. The PROBATIONARY EMPLOYEE is likewise prohibited from working in Japanese companies who are present or previous clients of the EMPLOYER and its affiliates.

A violation of this Non-Compete Clause shall render the PROBATIONARY EMPLOYEE liable to the EMPLOYER for damages. This is without prejudice to the proper actions that the EMPLOYER may take under the relevant laws of the Republic of the Philippines.

## **7. CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

The PROBATIONARY EMPLOYEE acknowledges that during the course of his employment, he will gain access to trade secrets, customer's information, intellectual property, records, documents and other confidential data and good will of the EMPLOYER which are absolutely confidential. The PROBATIONARY EMPLOYEE agrees to retain said information as confidential and not to disclose , utilize, or use any of said information to any third party without the prior written permission or clearance from the EMPLOYER. The PROBATIONARY EMPLOYEE also agrees to take reasonable security measures to prevent accidental disclosure. This confidentiality remains effective even after the termination of the employment of the PROBATIONARY EMPLOYEE regardless of who initiated or caused the termination of the employment.

A violation of this Confidentiality and Non-Disclosure Agreement will render the PROBATIONARY EMPLOYEE liable to the EMPLOYER for damages. This is without prejudice to the proper actions that the EMPLOYER may take under the relevant laws of the Republic of the Philippines.

## **8. SEVERABILITY**

Each paragraph of the CONTRACT shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the CONTRACT. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

## **9. INTERPRETATION OF AGREEMENT**

The validity, interpretation, construction and performance of the CONTRACT shall be governed by the Laws of the Philippines. This agreement shall be interpreted with all necessary changes in gender and in number as the context may require and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

## **10. VENUE**

Any dispute arising out of or in connection with this CONTRACT and the terms and conditions hereof, shall be resolved exclusively in the proper courts or quasi-judicial agency of Cebu City.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands at the place and date first written above.

**HUMAN INCUBATOR INC.**

By:

**JULIUS PEREZ**  
*President/CEO*

*Probationary Employee*

Signed in the presence of:

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_)S.S**

BEFORE ME, a Notary Public in and for the above jurisdiction, personally appeared:

<b>NAME</b>	<b>GOVT. ISSUED ID</b>	<b>DATE OF EXPIRY/ISSUE</b>
_____	_____	_____

All known to me and by me to be the same persons who executed the foregoing Contract and they acknowledged to me that the same is their free and voluntary act and deed, and that of the corporations they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

**Doc. No.:** \_\_\_\_\_  
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