

Example Employment Contract

This Employment Contract ("Agreement") is executed on December 26, 2024, by and between:

Employer: Mountain View Solutions, headquartered at 123 Summit Road, Baguio City, Philippines, and **Employee:** Alex Reyes, residing at 45 Pine Tree Avenue, Baguio City, Philippines.

1. Position and Duties The Employee shall assume the role of Marketing Manager, undertaking a comprehensive range of responsibilities as detailed in Appendix A and any additional duties that may reasonably be assigned by the Employer. The Employee's performance will be integral to advancing the strategic and operational goals of the Employer. The Employee must exhibit a high standard of professionalism, exercise sound judgment, and contribute meaningfully to the team's success while adhering to the Employer's policies and regulations.

2. Term of Employment This Agreement becomes effective on January 1, 2025, and remains in force until terminated in accordance with the provisions outlined in Section 6. The Employer may extend the term of this Agreement by mutual consent in writing.

3. Compensation and Benefits

- **Salary:** The Employee shall receive an annual gross salary of PHP 1,200,000, disbursed monthly, which reflects the market standard for similar roles and responsibilities.
- **Benefits:** The Employee is entitled to participate in all Employer-sponsored benefit programs, including but not limited to comprehensive health insurance, dental and vision coverage, retirement plans, paid time off, and wellness initiatives, subject to the Employer's policies and eligibility requirements.
- **Bonuses:** Performance-based bonuses may be awarded at the Employer's discretion, contingent upon the Employee's contributions to the company's success.
- **Expenses:** The Employer agrees to reimburse the Employee for all authorized and substantiated work-related expenses, including travel and professional development costs, subject to prior approval and documentation requirements.

4. Confidentiality The Employee is required to safeguard all proprietary, sensitive, and confidential information obtained during their employment. This obligation extends indefinitely and includes refraining from unauthorized use, duplication, or disclosure of such information. The Employee must return all proprietary materials to the Employer upon termination of this Agreement.

5. Non-Competition and Non-Solicitation

- **Non-Competition:** The Employee agrees not to engage in any business activities that directly or indirectly compete with the Employer's operations during the term of this Agreement and for one (1) year following its termination.
- **Non-Solicitation:** The Employee further agrees not to solicit or attempt to solicit the Employer's clients, partners, vendors, or employees for personal or competitive advantage during the employment term and for one (1) year thereafter.

- **Exceptions:** Any deviation from these obligations must be agreed upon in writing by the Employer.

6. Termination

- **By Employer:** The Employer reserves the right to terminate this Agreement with thirty (30) days' written notice or equivalent compensation in lieu of notice.
- **By Employee:** The Employee may terminate this Agreement with thirty (30) days' written notice, ensuring an orderly transition of duties.
- **For Cause:** Immediate termination may occur if either party commits a material breach of this Agreement, engages in misconduct, or violates applicable laws or company policies.
- **Post-Termination Obligations:** Following termination, the Employee must return all Employer property and settle any outstanding obligations within seven (7) days.

7. Governing Law This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Philippines. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in Baguio City.

8. Entire Agreement This Agreement constitutes the complete understanding between the parties, superseding all prior agreements, representations, and discussions. No oral agreements shall modify the terms of this document.

9. Amendments Any amendments, modifications, or supplements to this Agreement must be documented in writing and signed by both parties to be deemed valid and enforceable.

10. Severability If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain fully effective and enforceable. The invalid provision shall be replaced with a valid provision that most closely approximates the intent of the original.

Signatures

Employer: Juan Dela Cruz, CEO

[Signature]

[Date]

Employee: Alex Reyes

[Signature]

[Date]

Appendix A Job Description The Employee is responsible for a wide range of duties, including but not limited to:

1. Developing and implementing marketing strategies to increase brand visibility and revenue.
2. Managing digital and traditional marketing campaigns.
3. Leading a team of marketing professionals and coordinating with other departments.
4. Analyzing market trends and competitor activities to identify opportunities.
5. Preparing and presenting marketing reports to the management team. These responsibilities may evolve over time to align with the changing needs of the

organization. The Employee is expected to demonstrate initiative, uphold ethical standards, and collaborate effectively with other team members to achieve organizational objectives.