JOB OFFER

Date: October 24, 2023

Name: Rachel Anne Bacarra

,

, Philippines

Dear **Mr./Ms. Rachel Anne Bacarra**

Satellite Teams, a division of Spectrum Solutions BPO, is pleased to offer you an employment opportunity under the following terms and conditions:

1. Position   :Software Developer
   Job Level   :Junior Level
   Exempt or Non-Exempt   :Exempt

2. Terms of Employment:
A **six (6) month probationary period** unless sooner terminated or approved for regularization of employment status. You will be required to render Forty (40) regular working hours per week spread out across (5) five working days of the same week. You are entitled to work remotely for as long as you have a stable internet connection.

3. Professional Status:
You are expected to devote full-time professional work for Satellite Teams, and are subject to all the defined policies and regulations of the business and the client that you are assigned to.

4. Compensation and Benefits:
Compensation and Benefits is set forth in **Annex A** of this formal Offer of Employment.

5. Conflict of Interest:
As a full-time employee of Satellite Teams, you may not engage in other business activities or fee-paying engagements that are considered to be in conflict with Satellite Teams' or its clients' primary interests. Any such professional engagement shall be considered as an engagement or acceptance on behalf of Satellite Teams unless otherwise discussed and approved by the company

6. Confidentiality Clause:
As a full-time employee of Satellite Teams, you shall be expected to adhere to the Non-Disclosure and Confidentiality policies of Satellite Teams and your assigned client, which require any information, consulting or training materials, programs, lists or other data that may come into your possession on account of your access thereto to be kept and used for the sole interest and benefit of Satellite Teams and your assigned client.

If the terms and conditions set forth in this formal Offer of Employment are acceptable, you shall be required to sign a formal Employment Contract based on said terms and conditions and commence probationary employment on **November 24, 2023**. Please indicate your conformity by signing on the

space provided.

ANNEX A: COMPENSATION AND BENEFITS

Gross Compensation: PHP 500,000.00 (A+B+C)

A. Basic Monthly Salary: PHP 497,000.00 (Exempt)

B. Allowances

Rice Subsidy Allowance:	PHP 1,500.00
Communication Allowance:	PHP 1,500.00
TOTAL:	PHP 3,000.00

C. 10% Night Shift Differential (only for non-exempt employees) - **(according to labor law provisions)**

D. 13th Month Pay (according to labor law provisions)

E. Statutory Benefits: [SSS, HDMF and PHIC]

F. Health Card | Life Insurance Coverage:
  HMO Coverage - PHP 150,000.00

- You may enroll additional dependents under the corporate rate, subject to the policies of the HMO provider and under your personal account.
- HMO Health Care Benefits (Annual Physical Exam, Unlimited Consultations & Lab, Emergency with Confinement Coverage, and 24/7 Telehealth Subscription)

  Life Insurance - PHP 100,000.00

G. Leave Benefits:

- 14 Vacation Leaves (VL)
- 14 Sick Leaves (SL)

1. You will earn 1.17 VL credit per month of engagement for a total of 14 VL credits a year.
2. You will earn 1.17 SL credit per month of engagement for a total of 14 SL credits a year.
3. Leave availment can only be enjoyed upon regularization.
4. Vacation Leaves need to be planned in advance and are subject to approval.
5. There is no commutation of unused VL or SL credits, but a maximum of Six (6) VLs can be carried over to the following year. This should be availed within the first quarter. Application for extension of period of availment will be subject to Management approval.

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Noted By: Signed and Accepted by:

GERALDINE P. SABINAY
Global HR Head

<u>Rachel Anne Bacarra</u>
Name of Employee
Date Signed:

EMPLOYEE AGREEMENT

Know all men by these presents:

This agreement entered into this **24th day of October , 2023** by and between **Spectrum Solutions BPO, Inc.**, duly organized and existing under the laws of the Philippines with office Unit 209, Amberland Plaza, Jade Drive, Ortigas Center, City of Pasig 1605 hereinafter referred to as the Company, represented in this Act by its **Global HR Head, Geraldine P. Sabinay**

-and-

Rachel Anne Bacarra, of legal age, Filipino, residing at, **, , Philippines** ; is referred to as a Probationary Employee

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Work Assignment
The Company hereby engages the services of the Employee for the position of **Software Developer**. The Employee accepts the terms in this Agreement, and hereby agrees to devote time, energy, and ability to the best interest of the Company and the Client to which the Employee has been assigned to in an efficient and trustworthy manner.

Probationary Period
Probationary period is six months commencing on **November 24, 2023** and will automatically terminate on **May 24, 2024** unless we notify you in writing on or before the end of this period that your services will be continued. Your conversion to permanent status will be determined by your work performance, compliance with rules and regulations, suitability for the permanent job, and compliance with operational requirements of the Company. In case of failure to qualify for regular employment status, you shall be informed on such ten days (10) prior to the end of the probationary period.

Training Contract
In the event that the Company provides and pays for any external training, you agree to remain in the employ of the Company for a required length of service which will be determined and set forth in a separate Training Contract. If, for any reason, you voluntarily resign from the Company before the end of the required length of service, you agree to pay the Company the damages, without prejudice to other remedies that the Company may have against you.

Salary and Compensation

For giving your time, dedication, effort and attention to the work assigned to you during the working hours of the Company, you shall be paid a Monthly Gross Salary of **Five Hundred Thousand Pesos (PHP 500,000.00)** which includes a Basic Pay of **Four Hundred Ninety Seven Thousand Pesos (PHP 497,000.00)**, an Allowance of **Three Thousand Pesos Only (PHP 3,000.00)** and 10% night shift differential (only for non-exempt employees). Your salary is confidential and we trust that you keep the same in strict confidentiality with other employees in the Company, to your assigned Client, and the Client's Employees.

Hours of Work and Schedule

Generally, the Employee shall render Forty (40) hours per week spread out across five (5) or four (4) working days. However, the needs of the Client's business will dictate the period of the working hours and days of work.

The Employee will coordinate his / her schedule with Human Resources. Within the duration of employment, the employee must not accept or refrain from working for another employer whether within or outside working hours. Complete transparency and prior approval from Management needs to be secured otherwise.

Use of Personal Device, Installation of Productivity Software and Stable Internet Connection

The employee acknowledges that the engagement of his / her services shall require the use of his / her personal laptop or computer desktop and the maintenance of a stable internet connection in the performance of the remote work set forth in this employment contract.

Moreover, the employee acknowledges that Satellite Teams, Inc. has the right to exercise control and supervision over the employee's performance of a particular work to ensure its timely delivery. Further, the employee understands that Satellite Teams, Inc. also has the right to periodically check and assess his or her progress at work through the use and installation of a software program in his or her personal laptop or computer desktop.

Within the limits of this agreement, the employee unconditionally gives it consent to and unequivocally permits Satellite Teams, Inc. to install a productivity tool into the personal laptop or computer desktop that he or she uses or will use at work and to monitor his or her remote office activities during work hours only. These activities include time spent on the different websites used while working, total time devoted on different projects and tasks, start time, end time, and total time worked in a day or date range, keyboard and mouse activity levels; and intermittent screenshots of computer screen/s which, by default, are set to blurry so as not to encroach onto the employees' private space.

Nothing in this agreement authorizes Satellite Teams, Inc. to do any monitoring activities outside of the employee's hours of work. It should be understood that, while the application is installed into the devices and is used during office hours, the employees shall have the authority to start and stop the application from running therein. In fine, the discretion to manage the time and function of the program during office hours shall be dependent upon the employees. Satellite Teams, Inc. commits upon itself the strict responsibility to act within the bounds of the productivity check and agrees to open itself to

potential liability for taking undue advantage of such authority.

Termination of Employment

The employee may terminate the Employment Agreement by giving a **30-day notice**. A resignation letter must be sent to HR for this purpose. Salary put on hold for services rendered for the duration of the last cut off, proportionate 13th month pay and five (5) day computation of Service Incentive Leave (if employee has rendered at least one year of service and has not used them) will form part of the employee's last pay. Last pay will only be released once employee is cleared.

The Company in turn may terminate the Employment Agreement observing the rules of due process on the following grounds:

- Just or authorized causes as found under the Labor Code
- Violation of this Employment Agreement
- Class C Violation committed by the employee of the Code of Discipline and Ethics

Code of Discipline and Ethics

Strict compliance with Satellite Teams' Code of Discipline and Ethics is mandatory. It will immediately be made known to the employee upon onboarding. An HR Orientation will be held to discuss the Employee Handbook for this purpose.

Background Checks

The employee expressly authorizes Satellite Teams or any designated officer, employee, agent, or representative thereof to inquire about my educational background, work experiences, achievements, wage history, performance, attendance, and the reason for separation from former employment/s.

The employee gives consent to the presented references to respond to any relevant questions and understand that any information provided in the course of the inquiry will be used solely for the purpose of determining my acceptability for employment at Satellite Teams. The employee acknowledges that the commencement and completion of the background check may be conducted at any time within a 6-month period from the employee's start date. Satellite Teams reserves the right to decline the job application or rescind the contract within this period, should the result thereof turns out to be unfavorable.

Confidentiality and Non-Disclosure

You agree that all records and documents of the Company, all information pertaining to its business or affairs or any of its clients and affiliated companies are confidential, and that no unauthorized disclosure or reproduction of the same will be made by you at any time during engagement and after one (1) year from disengagement with Satellite Teams. You agree that all company records, documents and assets in your custody and control shall be immediately surrendered to the Company once requested during the employment period and upon termination thereof, whether or not requested.

The employee shall not at any time or any manner, either directly or indirectly, divulge, disclose or communicate to any person, natural or juridical, in any manner whatsoever any information concerning any matters affecting or relating to the business of the Company and the Client you are assigned to,

including but not limited to techniques, technology, and other systems, without regard to whether or not such matters will be deemed confidential, material or important.

Any breach of the terms of this Section is considered a material breach of this Contract and may be a ground for termination of employment.

Inventions and Ownership of Inventions
The employee agrees that all Intellectual Property Rights (if any) created or developed during the course of employment shall belong and vest solely and absolutely, legally and beneficially, with the Company or the assigned Client. The Employee will disclose promptly to the Company or the assigned Client all Intellectual Property Rights (if any) created or developed during the period of your Employment.

The Employee assigns and hereby agrees to assign to the Company or otherwise as the Company shall designate in writing, all of her rights, if any, to such Intellectual Property Rights, including but not limited to letters, patents, copyrights, trade names and trademarks for such Intellectual Property Rights.

For the purposes of this Clause, "Intellectual Property Rights" includes the full benefit (subject to the obligations) of all patents, trade and other marks, registered designs (and applications for all the same), copyrights, trade and business names, inventions, discoveries, improvements, designs, techniques, and other confidential processes and information and know-how and any licenses in connection with any of the same and full right to all intellectual property and legal protection relating to the same.

Non-Compete
You agree not to engage in any activity that is competitive with the activities of the Company during the course of employment and for a period of one (1) year after its termination.

For purposes of this clause, competitive activity encompasses being subsequently employed by the Company's suppliers, its Clients, or any other entities engaged in business which is directly or indirectly competing with the Company's business; doing any work not assigned by the Company for the Company's clients or suppliers; or making plans to form a business entity that may be deemed to be competitive with the Company's business.

You also agree that while employed, you will not seek any form of employment nor offer your services to the Company's clients, one (1) year after the termination of your employment under this Contract in any manner, whether with or without cause, you will not accept any form of employment, whether contractual or regular, directly or indirectly, or in any manner be connected with any of the Company clients, unless otherwise approved in writing.

Non-Solicitation
Employees shall not, without the Company's prior written consent, directly or indirectly solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee or consultant of the Company to terminate his / her employment relationship with the latter. The Employee agrees and shall pay the Company liquidated damages in the amount equivalent to one (1) year of the Employee's

Gross Salary, if found to have violated the non-solicitation provisions of this Agreement.

Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and current arrangements whether written or oral, between the parties. Provisions may only be amended through a separate written document signed by both parties. The Employee confirms that Spectrum Solutions BPO Inc has made no other representations or warranties, expressed or implied, other than those contained in this agreement.

In witness whereof, the parties have signed this Agreement in Pasig City, Philippines on <u>October 24, 2023</u>

GERALDINE P. SABINAY
Global HR Head

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ACCEPTANCE:

I have read and understood the contents of this Agreement and I am willing to abide by the terms and conditions stated herein. I accept the position and terms of employment offered and will commence work on **November 24, 2023**.

<u>Rachel Anne Bacarra</u>
Name of Employee
Date Signed: