REGULAR EMPLOYMENT CONTRACT

This Regular Employment Contract ("CONTRACT') is hereby entered into this day of _____ 20 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 -

_____, of legal age, Filipino, and with residential address at ____, Philippines (hereinafter referred to as the "EMPLOYEE").

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

WITNESSETH THAT:

WHEREAS, the EMPLOYER and the EMPLOYEE desire to enter into the CONTRACT for the position of _____

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

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

   The 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 EMPLOYEE.

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

2. **TERM**

   This contract shall start on _____

3. **COMPENSATION AND BENEFITS**

   In consideration of the services to be provided by the EMPLOYEE, the EMPLOYER, during the term of employment, shall pay to the EMPLOYEE the compensation and benefits set out in **Annex "A-3**" of this CONTRACT.

4. **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 will give the proper written notices to the EMPLOYEE should any of the abovementioned grounds for termination of employment occur, in accordance with the procedures set by the Philippine law, rules, and regulations, and the Company Handbook.

B. BY THE EMPLOYEE

The 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 EMPLOYEE to give written notice of resignation at least thirty (30) days before the intended date of resignation shall make the EMPLOYEE liable to the EMPLOYER for liquidated damages in the amount of Sixty Thousand Pesos (PhP 60,000.00) 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.

5**. NON-COMPETE CLAUSE**

During the term of employment and three (3) years thereafter, the EMPLOYEE shall not own, manage, operate, consult or be employed in the same business as that of the EMPLOYER, nor shall the 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 EMPLOYEE, regardless of whoever initiated the termination of the employment, be it termination or resignation, the 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 EMPLOYEE also agrees never to solicit or attempt to solicit the business of any client or customer of the EMPLOYER, present or past, for her 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 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 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 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.

6. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The EMPLOYEE acknowledges that during the course of her employment, she 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 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 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 EMPLOYEE regardless of who initiated or caused the termination of the employment.

A violation of this Confidentiality and Non-Disclosure Agreement will render the 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. 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 CONTRACT.

8**. INTERPRETATION OF AGREEMENT**

The validity, interpretation, construction and performance of the CONTRACT shall be governed by the Laws of the Republic 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.

9. **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 of 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 *Regular 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:

NAME	**Govt. Issued ID**	**Date of Expiry/Issue**
_____	_____	_____
_____	_____	_____

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 _____ 20 _____ at _____.

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 __.