

In ....., ..... 20.....

**ASSEMBLED:**

On one hand, Mr. \_\_\_\_\_, with National Identification Number \_\_\_\_\_; And, on the other hand, Mr. \_\_\_\_\_, with National Identification Number \_\_\_\_\_.

**THEY INTERVENE:**

The first in name and representation of the Entity " \_\_\_\_\_ ", hereinafter THE COMPANY with located in \_\_\_\_\_ of the city of \_\_\_\_\_. He acts in his quality of legal representative of the above mentioned Company; having the totality of the powers of management and representation of the company, being able to realize all those acts and celebrate all the contracts that he considers suitable.

Second, Mr. \_\_\_\_\_, hereinafter the EMPLOYEE, which does it in his own name and right.

In the mentioned intervention, accrediting his identity through the corresponding documents; capacity and legitimization are recognized mutually to celebrate the present grant, and to the effect,

**CONFIRM:**

**FIRST.** - That the worker gives his services paid at the expense of the company from the day \_\_\_\_\_ with the professional category of \_\_\_\_\_, in the workcenter located in \_\_\_\_\_.

**SECOND.** - That both parties have come to an agreement, that it must be incorporated to the labour contract, always respecting the limits of the good faith and respect of the economic and professional rights of the employee.

**THIRD.** - That having come the parties to an agreement to the respect, and entering inside the individual autonomy of the parts, in order to regulate it.

**AGREE:**

**FIRST.** - That the present agreement with effects from .... of ... .. of 20..... will be incorporated to the current labour contract that links the parties.

**SECOND.** - That both parties remind to stipulate, as variable remuneration of the worker derived from the labour contract, an additional amount as **functional complement for Upselling**. The quantity will in no case be consolidated. To such effects, will be understood by Upselling the incremental sale of the services gathered in the regulatory Procedure of the Upselling.

**THIRD.** - The calculation of the above mentioned salary complement will be carried out as established in the Procedure and the company remains authorized to modify at any time the terms of the mentioned procedure, previous notification to the employee.

**FOURTH.** - The worker by means of the present agreement recognizes to have read, understood and accepted in all his terms the mentioned procedure.

**FIFTH.** - The above mentioned functional complement has a functional character, for its own type of work in the department of Front office, which intervenes directly in the offer and sale of superior rooms, in the terms that are defined in the procedure, and at the same time has a no consolidated character, under no concept, so it only will be paid while the company program to stimulate the income exists.

**SIXTH.** - The perception of the present functional bonus depends directly on the circumstance that the employee occupies his current position and carries out the functions that give place to the income of the corresponding functional bonus. Therefore, if the employee stops carrying out those functions, he will not be entitled to receive the complement. Therefore, if the employee stops carrying out those functions, he will not be entitles to receive the complement. Similarly, no payment in any legal cases of suspension of the employee contract. Also, the perception will in any event be subject to compliance with the requirements set out in this document.

**SEVENTH.** - The Above mentioned complement will not be taken into consideration for the calculation of the extraordinary payments, nor for the complement of the charge of the company in any case of temporary incapacity of the employee.

**EIGHT.** - The present agreement will have a duration of one year that will be extended automatically by annual periods except that any of the parties shows his will to rescind it at least one month before the date of the ending.

**NINETH.** - The present complement will not stay in any case affected by the increases established in the Collective Labour Agreement.

**TENTH.**- Both parts express that the resultant working conditions resulting from the present agreement comply with the currently necessary legal norms and that they are stipulated in use of the right of the autonomy recognized to the same parts.

And, in proof of conformity, the contracting parties sign for duplicate the present document, in the place and date indicated.

**The company**

**The employee**