

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

LABOR CONTRACT

Pursuant to the Labor Code dated November 20, 2019;

Based on the needs of the Parties

Today, date... month... 2021, at Company, we include:

Party A: Employer

Company:.....

Address:.....

Phone:.....

Representative: Position:

Nationality: Vietnamese

Party B: Employees

Mr/Mrs:.....

Nationality:.....

Date of birth:.....

Place of birth:.....

Permanent residence address:.....

Temporary residence address:.....

ID card/CCCD number: Issued date:.....

In:.....

Let's agree to sign a labor contract and commit to comply with the following terms:

Article 1: Job, working location and contract term

Contract type: month - Signed for the first time.....

From date:..... To date:.....

- Work location:

- Working department:

+ Room

.....

+ Professional title (working position):

- Job duties are as follows:

+ Perform work according to your professional title under the management and administration of the Board of Directors (and individuals appointed or authorized to be in charge).

+ Coordinate with other departments and divisions within the Employer to maximize work efficiency.

+ Complete other tasks depending on the Employer's business requirements and according to the decisions of the Board of Directors (and individuals appointed or authorized to be in charge).

Article 2: Salary, allowances, other supplements

- Basic salary:

- Allowance:

- Other additional amounts: depending on the specific regulations of the Company

- Payment method: Cash or bank transfer.

- Salary payment period: Salary is paid on... day of the month.

- Promotion and salary increase regime: Employees are considered for promotion and salary increase according to their work results and according to the employer's regulations.

Article 3: Working hours, rest, labor protection, social insurance, health insurance, unemployment insurance

- Working hours: ... hours/day, ... hours/week, Weekly off: days

- From Thursday.... to every week:

+ Morning:

+ Afternoon:

- Rest regime for holidays, New Year, annual leave:

+ Employees are entitled to holidays and New Year holidays according to law; If holidays coincide with holidays, they will be compensated on the previous or next day depending on the specific situation as the Company's Board of Directors will direct.

+ Employees who have signed an official labor contract and have 12 months of work experience will be entitled to paid annual leave (01 day of leave/01 month, 12 days of leave/01 year); In case of less than 12 months of working experience, the annual leave period is calculated in proportion to the number of working hours.

- Equipment and working tools will be allocated by the Company depending on the needs of the job.

- Labor safety and hygiene conditions at the workplace according to current law regulations.

- Social insurance, health insurance and unemployment insurance: According to the provisions of law.

Article 4: Training, fostering, related rights and obligations of employees

- Training and retraining: Employees are trained, retrained, coached at the workplace or sent for training according to the Company's regulations and job requirements.

- Rewards: Employees are encouraged physically and mentally when they have achievements at work or according to the Company's regulations.

- Other agreed amounts include: lunch money, default bonus, gasoline, phone, housing, clothing, etc., according to the Company's regulations.

- Related obligations of employees:

+ Comply with the labor contract.

+ Perform work with dedication, diligence and diligence, ensuring work completion with the highest efficiency according to the assignment and administration (written or oral) of the Board of Directors (and other individuals). person appointed or authorized to be in charge by the Board of Directors).

+ Complete assigned work and be ready to accept any transfer when required.

+ Understand and strictly comply with labor discipline, labor safety, labor hygiene, fire prevention and fighting, Company culture, labor regulations and the Company's guidelines and policies.

+ In case of being sent for training, the employee must complete the course on time, commit to long-term service to the Company after completing the course and receive full salary and other benefits. like a working person.

If after the end of the training course the employee does not continue to cooperate with the Company, the employee must refund 100% of the training fee and benefits received during the training period.

+ Compensation for material violations: According to the Company's internal regulations and current legal regulations;

+ Responsible for proposing solutions to improve work efficiency and minimize risks. It is recommended that these contributions be made in writing.

+ Personal income tax, if any: paid by the employee. The company will temporarily deduct before paying employees according to regulations.

Article 5: Obligations and rights of the Employer

1. Obligations:

- Fully implement the necessary conditions committed in the labor contract for employees to achieve high work efficiency. Job security for employees according to signed labor contracts.

- Full and timely payment of benefits and benefits to employees according to labor contracts and collective labor agreements (if any);

2. Benefits:

- Manage employees to complete their work according to the labor contract (arrange and transfer jobs to employees according to their professional functions).

- Have the right to temporarily transfer employees, stop work, change, postpone, terminate labor contracts and apply disciplinary measures according to current laws and the Company's internal regulations during the validity of the labor contract. treat.

- Have the right to seek compensation and complain to relevant agencies to protect their rights if the Employee violates the Law or the terms of the Labor Contract.

Article 6: Other agreements

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Article 7: Terms of implementation

- For labor issues not stated in this labor contract, the provisions of the collective agreement shall apply. In case there is no agreement, the provisions of the labor law shall apply.

- This contract is made into 2 copies with equal legal value, each party keeps 1 copy and takes effect from the date of signing.

- When signing labor contract appendices, the contents of the appendix are as valid as the contents of this contract.

EMPLOYER

(Sign, write full name)

EMPLOYER

(Sign, write full name)