

HỢP ĐỒNG THỬ VIỆC
PROBATIONARY CONTRACT

Today, date.... month year....., at head office address company We are include:

THE EMPLOYER

Company:

Business code:

Represent by Mr/Mrs:

Position:

Head office Address:

Tel:

THE APPRENTICE

Full name:

Date of birth:

Identity Card/Citizenship identity/Passport No.:

Residential address:

The employer and the apprentice, through friendly negotiation have signed this contract and agreed to the term and conditions stipulated below:

Working hours and location.

1. Working hours:

- *In the morning: From to*;
- *In the afternoon: From to, and hour(s) for rest, exclusive of working hours*

- Working location:

2. Probationary period

The probationary period is calendar days from/..../. During the probationary period, if your working performance does not meet required standards. The Probationary Agreement as agreed to by both contracting parties and as stated therein, will be immediately terminated by written notice from the Company. Your rights and obligations during the probationary period are in accordance with the current labour law.

Article 3. Labor contract

Subject to the result of the probationary period as set out in Article 2 herein, the Company will sign with you an indefinite term labour contract with definite term of 12 months, excluding the probationary period. Your salary and other employment benefits will be in accordance with the contents set out in Article 5 herein.

Article 4. Duties and Responsibilities

Performing work in accordance with professional titles under the management and administration of the Board of Directors (and individuals appointed and authorized by the Board of Directors).

Article 5. Income

1. Your monthly remuneration package will be as follows:

- a. Basic salary: VND per month.*
- b. Bonus: VND per month.*
- c. Allowance: VND per month.*

As per the Company's policy from time to time.

2. The basic salary is subject to the withholding by the Company of social insurance, health insurance and unemployment insurance contributions and personal income tax in accordance with current laws of Vietnam.

3. The bonus scheme is calculated and paid with respect to Key Business Indicators measuring your level of performance on a [monthly] [quarterly] basis and can be changed as per the Company's policy from time to time.

4. Method of payment: the above income will be paid via bank transfer.

5. Date of payment: on the 15th of each month.

6. Pay rise policy: as provided by the Labour Code of Vietnam and internal policies and the Collective Labour Agreement, if any, of the Company.

Article 6. Confidentiality duty for the Confidential Information, technological secrets and trade secrets

1. *Confidential Information means any data or information that is the proprietary of the Company and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to all visual, oral, written and/or electronic information and data, materials or know-how regarding the Company's past, present or future. Within the scope of this Probationary Agreement, the Confidential Information also will include all information sourced from such Confidential Information.*
2. *You must not disclose, destroy, copy, make available, or misuse of the Confidential Information, technological secrets, business or other matters of the Company in any form or use the facilities of the Company for personal or private purposes at the expenses of the Company or those of its distributors, business partners or potential customers.*
3. *You may only use the Confidential Information for the purposes related to your duties with the Company and must not take out business records or documents from the Company's premises without prior written approval of the Director.*
4. *Breach of any provision of this confidentiality duty may make the Company not sign the labour contract with you as stipulated at Section 2 of this Probationary Agreement and you must compensate the Company for any damages incurred by the Company in accordance with the laws of Vietnam.*
5. *Your obligations of confidentiality under Section 7 herein will still survive after the expiry or the termination of this Probationary Agreement.*

Article 7. Other agreements

1. *Labour protection equipment to be provided to you will be applied according to the Company's policy from time to time.*
2. *All other benefits, if any, will follow the Labour Code of Vietnam, the Collective Labour Agreement, if any, and the Company's prevailing Policies.*
3. *This Probationary Agreement is valid within calendar days as from .../.../.... to/.../....*
4. *This Probationary Agreement is made into 02 (two) original copies and will take effect from the signing date hereof, in which 01 (one) original copy will be filed at the Company's office and 01 (one) original copy will be delivered to apprentice.*

THE EMPLOYER

THE APPRENTICE