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| **...... ONE MEMBER COMPANY LIMITED****NUMBER: .....** | **SOCIALIST REPUBLIC OF VIETNAM****Independence – Freedom – Happiness****========================** |

**LABOUR CONTRACT**

*We are :*

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| **The Employer** | : ...... ONE MEMBER COMPANY LIMITED |
| Represented by | **: Mr. ……………………..**      Nationality: Vietnam |
| Position | : **General Director** |
| Address | : No …., …… Street,…….............................................. |
| Tel | : 04-3………………………………………….............. |
| **The employee** | : **Mrs. …** |
| Date of birth | : |
| Permanent residence | : |
| Temporary residence address | : |
| ID Card No | :                       issued on :                                   at: |

*Agree to sign this labour contract (below This contract) and commit to implement the following provisions :*

**Article 1 : Duration and work of the Contract**

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| 1.1. Type of the labour contract | : **Labour Contract** |
| 1.2. From | :                                    To: |
| 1.3. Place of work qualification | : Company’s office and other place according to the decision of company |
| 1.4. Position | : |
| 1.5. Department        | : |
| 1.6. Job description : According to the assignment of leaders and labor regulations.Collective labour agreement and the regulation, the regulations of the relevant company . “Leader” this is the highest management of an array of work. |
| 1.7. Type of the labour contract : After the probationary period, the two sides will review and agree on the signing of the formal labour contract base on the results of the evaluation ò the employee in probation period. |

**Article 2: Work regime**

1. Time of work              : ... hours/week
2. The company will be provided equipments/tools depending on your work in details.

**Article 3: Obligations and Rights of the Employee :**

1. Rights :
* Transportation means: Self-sufficed
* In probation period :
1. **Main basic salary : …. VND**
2. **Allowance:** Allowances for consciousness and quality of work: complying with the labour regulations, regulation paid, bonus and allowance, collective lobour agreements and the internal regulation of the relevant company on each time . At the time of the contract signed,  allowances for consciousness and quality of work calculated maximum by...........   (43% equivalent salary, 30% of the basic salary) of the employee and this allowance will detemined base on the consious,quality  and effectiveness of work and base on labour regulations,collective lobour agreements and other regulations of the relevant company

*(If the employee is the eligible to receive 100% the level of allowance for consciousness and quality of the work on a month, the total amount employees receive:* …………………..000 *VND/month*)

*-* After probation period :

1. **Main basic salary : ………………….  VND.**
2. Allowance include : Allowances for consciousness and quality of work: comply with labour regulations, regulation paid, bonus and allowance ,collective lobour agreements and the internal regulation of the relevant company on each time .At the time of the contract signed,allowances for consciousness and quality of work calculated maximum by **…………….**  (43% equivalent salary, 30% of the basic salary) of the employee and this allowance will detemined base on the consious,quality  and effectiveness of work and base on labour regulations,collective lobour agreements and other regulations of the relevant company .

*(If the employee is the eligible to receive 100% the level of allowance for consciousness and quality of the work on a month , the total amount employees receive:* …………………..000 *VND/month*)

* Method of Payment : Salary to be calculated and paid by Bank transfer/in cash of employee
* Time of payment : Monthly pay period following to the regulations of the company.
* Time of overtime : According to the Company’s regulation
	1. **Obligations**:
* Strictly follow the instruction of labour rules and regulations in the Company (including: *anti-bribery and c*orruption *policy and  labor regulation), Collective Labor Argreement and other regulation of the companies. For this purpose of this regulation, the* probationary person verify  that he/she has received, read, understood the Labor Regulation ( including *anti-bribery and c*orruption *policy and  labor regulation), Collective Labor Argreement.*
* The probationary person has responsiblity for paying the personal income tax (“**TNCN**”) according to the Law. The company will deduct directly the personal income  tax from the monthly income of the probationary  to submit to the Tax agency according to the Law.
* Timely informming the Human Staff Room of the Company of the changes of individual such as family, temporary residence, contact address, qualification, health and other personal information.
* When the probationary person does the work directlt related to the bussiess’s confidence, technology know how stipulated in the company’s regulation or the law, the Company has rights to negotiate in the new documents discussing the contents and the time on protection and keep secret the confidential techonology, the rights and  compensation in the case of violation of the probationary person.
* Promptly and immediately report to the responsible person or direct superior at detecting risk of occupational accidents and occupational diseases, toxic or dangerous incidents, emergencies and participating to give first aid to casualties and overcome the result of occupational accidents.
* Completely finish the work as commitment in the Contract and the work assignment of the direct supervisor and Board of Directors.
* Compensating as the regualtion of the company and the Law.
* The probationary person agrees that: during the probationary period, the Company or the Board of Directors of the Company may unilaterally terminate this contract by a written notice and he/she does not complain that notice in any case.

**ARTICLE 4*:*** **RIGHTS OF THE EMPLOYER**

* Manage and assign the probationary person to do the work in the scope of the Contract (arrange and cancel the work)
* Suspend or terminate this Contract, applying the discipline in accordance with law, collective labor agreements and labor regulations of the company.
* During the probation period, the probation of the probation person will be supervised by the Company. If the he/she does not meet the requirements, company standards of competency, knowledge, work skills, work behaviors and / or health for the position which she/ he applied for probation and other contents, this contract may be terminated at any time during the probationary period by a written notice of the Company.

**ARTICLE 5: GENERAL**

* The contents are not defined in this Contract shall comply with the labor regulations, the collective labor agreements of the Company and the provisions of the law of Vietnam
* The written notice, the rules and regulations issued by the Company to value the individual, department or the whole company. The work rugulation, work instructions, letter or decision of the Company sent to the probationary person  during the probation and all other related documents have been sent to her/him to sign or considered to be the Appendix of this contract and having legal validity for  the probationary person.
* The Appendix of this Contract is in validity as the Contract. The Appendix of the Contract and the labor regulations, Collective labor agreements of the Company is an integral part of this Contract.

-     This Contract is made in three (03) originals in Vietnamese of the same legal validity. Each Party shall keep two versions Party A keeps two (2) copies and Party B keep one (1) for implementation.

*This contract is made and signed at the ......................................................................................*

                    *......., date........... month ................. year  20...*

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| **PRPOBATIONARY PERSON***(Sign and full name)* |  | **EMPLOYER**(*Sign and full name)***General Director****...................................................** |