|  |  |
| --- | --- |
| **DR.JOY VIETNAM CO.,LTD** | **SOCIALIST REPUBLIC OF VIETNAM**  Independence - Freedom - Happiness |

**LABOR CONTRACT**

Today, \_\_\_\_\_\_\_\_\_ 2021, at Dr.JOY Vietnam Company Limited office, We are:

|  |  |
| --- | --- |
| **Employer:**  Address:  Legal Representative:  Position: | **DR.JOY VIETNAM COMPANY LIMITED**  Zone 3 and Zone 4, 16 Floor, 789 Building, 147 Hoang Quoc Viet street, Nghia Do ward, Cau Giay district, Hanoi city  Mr. YOSHIKI YAMADA  General Director |
| Employee: Date of birth:  Gender:  Address:  ID card No:  Date of issue: | Place of |

The Employer and the Employee hereby agree to enter into the Labor Contract under following term and conditions:

**ARTICLE 1: TERM AND CONTRACT WORK**

1.1.Type of employment contract: Defining term.

This Agreement takes into effect from \_\_\_\_\_\_\_\_until the end of \_\_\_\_\_\_\_\_.

If 30 (thirty) days prior to the contract expire date, neither party has any written request for extension or adjustment of the contract, the contract will be automatically expired

1.2 Work location: in Hanoi and at other locations nominated by the Employer and

The Employee agrees to be assigned.

1.3 Professional title: \_\_\_\_\_\_\_\_\_

**ARTICLE 2: WORKING CONDITIONS**

2.1 Working time:

The Employee works 08h/ day, 5 days a week, from Monday to Friday.

Working time is as follows:

Morning: From 8.15 to 11.45

Afternoon: From 13.00 to 17.30

(Specific working hours will be prescribed according to the company rules from time to time).

2.1 Working tools: The employee is provided with tools / equipment necessary for the job.

**ARTICLE 3: THE EMPLOYEE’s RIGHTS AND OBLIGATIONS**

3.1 Employee' Rights:

The Employees are entitled to the following benefits:

* Working vehicles: Self-sufficient
* Wage agreement: VND \_\_\_\_\_\_\_\_\_\_ (Gross)

Payment Term: Bank transfer.

Allowance: According to the company's regulations.

Time of payment: The salary shall be paid once on the 5th of every month.

The entitlement to leave: The employees are entitled to the leave entitlement with full salary as follows:

Lunch break: 01:15’ from 11.45 hrs to 13.00 hrs

Annual leave: 12 days (For employees working at the company for 01 year)

Holiday according to Vietnamese labor laws: 09 days

Workers will be entitled to other leave regimes which are dealt with in accordance with Vietnam's Labor Law.

Social Insurance, Health Insurance, Unemployment Insurance: Every month, the Employer will deduct from the employee's salary to pay Social Insurance, Health Insurance, Unemployment Insurance. The deduction rate shall comply with the regulations of the Social Insurance.

Training benefits: The Employers will pay 100% or a part of training expenses to the employees, depending on the content and purpose of the training that may hold at home country or abroad. The Employee shall enjoy full salary and benefits during the time of attending training courses.

Other benefits: The Employees are entitled to other benefits in accordance with the Labor Rules, Employee Regulations and other labor regulations of the Employer, such as: The Employee may enjoy other benefits such as vacation, health care ... according to the regulations of the Employer.

3.2 Obligations of The Employee.

The employee has the following obligations:

Completing correctly, fully, accurately and responsibly their jobs according to the regulations of the job description and the request of the direct manager.

Strictly comply with all labor regulations prescribed in the Labor Law, contracts and all labor regulations issued by the employer from time to time.

Be disciplined and material liability in case of violating the Labor contract, labor regulations.

Pay personal income tax, social insurance, health insurance premiums and other fees in accordance with the law.

The Employees must be fully aware that salary is confidential information and shall not disclose this information to other employees of the Company.

In case the employee unilaterally terminates the contract, it must be notified 30 days in advance. Otherwise, the employer will have to compensate the employer a half month's salary and allowances (if any).

During the validity of the contract and within 36 months after leaving the company, employees are not allowed to: Provide any informations, disclose business secrets of the company, The employee is not allowed to cooperate with or produce, export, trade, act as agent to use, disclose information about customers, items, similar products of the Company to any individual organization to serve their own benefits without consent approval in writing from the company. If found, that individual will be prosecuted by the law.

Within the period of validity of the contract and within 12 months from the time of resignation at the Company, The employees are not allowed to entice or attract any other employees of the employer to work at other companies / organizations or attract drag any individual / organization being the company’s customer / partner to cooperate with another individual or organization.

**ARTICLE 4: EMPLOYER OBLIGATIONS AND RIGHTS**

4.1 Obligations.

The Employer have the following obligations:

Ensuring employment and fulfilling their obligations as stipulated in the Contract.

To pay in full and on time the Salary and benefits of the Employee under the Contract, the labor regulations of the Employer including but not limited to the Collective Labor Agreement (if any), Labor Regulations and Employee Regulations.

4.2 Right:

The Employer have the following rights:

Managing employees to complete the work under the Labor Contract.

Suspension, termination of labor contracts, and discipline of employees in accordance with the labor law.

Unilaterally terminate the Contract or discipline the employee in accordance with the labor law.

**ARTICLE 5: GENERAL TERMS**

### All other provisions not mentioned in this Contract will be settled according to the labor law.

### This contract is executed in 02 originals in English, the Employee and the Employer each keep 01 original and each original has the same legal effect. In witness whereof, the legal representative of the employer and the employee sign into this contract on the date above.

|  |  |
| --- | --- |
| **EMPLOYER**  **YOSHIKI YAMADA**  General Director | **EMPLOYEE** |