Employment Agreement 雇佣合同

Ref./合同号: 2024071723

THIS AGREEMENT is made effective as of BY and BETWEEN 此合同生效日期为由双方:

M/s Blue Ocean Fishery Private Limited 蓝海渔业私人有限公司 23/7, Schofield Place, Colombo 03, Sri – Lanka. 23/7号,斯科菲尔德地方,科伦坡-03,斯里兰卡。

AS THE FIRST PARTY (甲方

AND 和

Mr. Chen Jia, Passport Number: EE4389916

陈佳先生, 护照号码: EE4389916

Wusheng County, Guangan City, Sichun Province, China.
中国四川省广安市武胜县

AS THE SECOND PARYY (乙方)

With reference to your application for employment and the subsequent interview, we are pleased to offer you employment as a **Store Manager** from to

in this company for the Blue Ocean Fishery Private Limited at No. 23/7, Schofield Place, Colombo 03, Sri – Lanka. on the following terms and conditions.

根据您的雇佣申请和之后的面试情况,我们很高兴的通知您从起至,本公司雇佣您作为一名仓库经理在蓝海渔业私人有限公司中工作,地址为 23/7 号,斯科菲尔德地方,科伦坡-03,斯里兰卡.合同条款如下:

1. Our Company 关于我司

The Blue Ocean Fishery Private Limited carries out sea food business in Sri Lanka 蓝海渔业私人有限公司在斯里兰卡做海鲜生意。

2. Working Time 工作时间

Don't be late for work and do not leave ahead of the working hours. Always ask for

leave in advance. The contract will be terminated as a result of more than two absences without any inform in advance to the First Party.

不许迟到早退,有事提前请假。超过2次无故旷工,合同马上终止。

The duty hours of the Second Party at the Office of The Blue Ocean Fishery Private Limited will be 8hours per day through Monday to Saturday. Work more than 8 hours will be over time. The exact timetable will be adjusted by the Company according to the site actual work situation.

乙方在蓝海渔业私人有限公司的工作时间为每天 8 小时,从星期一至星期六。工作超过 8 小时属于加班。具体工作时间会由甲方根据现场工程的实际情况进行调整。

As request of the progress of the work, the Second Party must follow the work allocating arrangement from the First Party.

如工程需要, 乙方必须接受甲方的工作调度安排。

3. Probation 试用期

3.1 The Second Party will be on a probationary period of Six month, which may be extended at the sole discretion of the First Party. During the period of the probation or during the extended period of the probation his or her service can be terminated without notice if his or her work and/or conduct is found to be unsatisfactory and/or overall performance has not reached desired levels.

乙方试用期为6个月,甲方根据情况决定试用期延长与否。在试用期或试用期延长期间,如乙方的工作表现不能满足甲方的要求,合同立即终止不另行通知。

4. Period 合同期限

4.1 The period of the contract shall be for Two years (2024.08.01-2027.07.30) and may be terminated by either party prior to the expiration of the contract period with thirty (30) days written notice to the other party. One month's salary shall be paid in lieu of such notice.

合同期限为两年(2024.08.01-2027.07.30), 合同期满前任意一方如想终止合同, 需提前 30 天书面通知另一方。不提前通知需支付一个月的工资。

4.2 When the Second Party fails to provide a satisfactory service during the period in force, the First party has the right to terminate this agreement at any time by giving 3

days in advance notice.

当乙方在合同有效期内不能满足甲方的要求,甲方有权在任何时间提前三天通知终止此合同。

5. Remuneration 报酬

Position	Basic Salary	Allowance	Total Salary
职位	基本工资	津贴	总工资
Store Manager	RMB 8,000.00	RMB 2,000.00	RMB10,000.00
仓库经理	人民币 8,000	人民币 2,000	人民币一万

6. Over Time 加班

6.1 The Second Party shall do such overtime work according to requirement of the Management of The Blue Ocean Fishery Private Limited from time to time and over time works without approval of the First Party are invalid.

乙方根据工作的要求时常需要加班,没有甲方和蓝海渔业私人有限公司主管人批准的加班是无效的。

6.2 Over Time Salary should be given at least by monthly. 加班工资按月结算。

7. Welfare benefits 福利

- 7.1 The First Party will provide two sets of work uniform to the Second Party.

 甲方提供给乙方两套工作服。
- 7.2 According to job performance of the Second Party, the salary will be adjusted every One a year.

根据乙方的工作表现,每年调整一次工资。

7.3 The first Party will provide safety instrument, living accommodation, meals and other medical treatment and requirements of labors to the Second Party.

甲方提供安全防护用具、食宿、医疗和其他劳动所需物品给乙方。

8. Payment 支付

8.1 The salary payment date will be the 10th of every month. No payment in advance .

每月10号为发薪日,没有预付工资。

8.2 The Second Party cannot get salary because of personal leave and sick leave. Moreover, all sick leave more than two (2) days at a stretch will have to be supported by a medical certificate from a registered medical practitioner. 事假病假没有工资,病假超过 2 天以上需提供医生诊断证明。

9. MISCELLLANEOUS 杂项

9.1 The Second Party shall perform its contractual obligations in accordance with Sri Lankan Law.

乙方应按照斯里兰卡法律履行合同义务。

9.2 Any dispute between the First Party and the Second Party, arising from this Contract and remaining unsettled for a period exceeding fifteen (15) calendar days from the date of notification of such dispute, shall be settled by resorting to the exclusive jurisdiction of the Sri Lankan courts in accordance with Sri Lankan Law.

任何由此合同引起的甲乙双方之间的纠纷,超过十五个工作日未能解决的,根据斯里兰卡法律将诉诸斯里兰卡专属管辖法庭处理。

9.3 The Second Party shall not sublet or subcontract the whole or any portion of the Work stipulated in this Contract to any third party without the prior consent of the First Party.

9.4 Neither party shall transfer its right under the contract to the third party either all or part of right. if a party transfer contract right to a third party, the transferred rights shall be regarded as invalid, and have no legal binding force to the other party. The party transferred contract right shall be regarded as default and shall pay the liquidated damages equivalent to salary of three months to the other party of this contract.

甲乙双方任何一方都不能转让此同条件下的权利的部分或全部给任何第三方。如有一方转让其权利给第三方,转让的权利被视为无效,对其他方没有法律约束力。转让权利的一方被视为违约,同时将支付三个月工资的违约赔偿金给合同另一方。

9.5 This contract is made out in English and Chinese languages in triplicate, the English

shall have legal validity while Chinese is merely translation.

本合同用英文和中文两种文字写成,一式三份,英文有法律效力,中文仅为翻译。

The First Party 甲方

Blue Ocean Fishery Private Limited

蓝海渔业私人有限公司

Signature of Representative

代表签字: 000

Date: 日期:

The Second Party 乙方

Mr. Chen Jia

陈佳先生

Signature:

签字:

Date: 日期: