**劳动合同协议书**

**Employment Contract**

甲方(聘用方）：

Party A (Employer)

乙方(受聘方) 姓名： 英文名：

Party B (Employee) Full name English Name

入职编号: 工作号：

Offer Number No.

In accordance with Personal Regulation of labor contract, Party A employs Party B as contract based employee. It is understood that both parties entered into this contract on the basis of equity, free will and mutual benefits.

根据《公司章程》,甲方雇用乙方为项目雇员。双方都是在公平,自由意志和互惠的基础上签订本合同。

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**of Contract**

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**第一条合同期限**

**Contract Period**

1. 雇用雇员应担任\_\_\_\_\_\_\_\_\_\_\_\_\_公司\_\_\_\_\_\_\_\_\_\_\_\_\_\_岗位,他应股行分配给他的职责并存效执行其职责所必需的其他任何任务

The employee's shall be employed to work as\_\_\_\_\_\_\_\_\_\_\_department shall perform the responsibilities assigned to him/her and any additional tasks that are necessary to carry out his/her duties effectively.

2.雇员的合同应自 22年\_\_\_\_\_月\_\_\_\_日至24年\_\_\_\_\_\_月\_\_\_\_\_日固定为两(2)年,未能在试用期期间达到就业标准可能成为雇员被解雇的理由

Employee's contract shall be for a fixed period of TWO (2) years from\_\_\_\_\_to\_\_\_\_\_\_\_.Failure to meet the employment standards during the trial period may result in employee being dismissed.

2.1 适用期,雇员的薪资为每月(RMB) \_\_\_\_\_\_\_\_\_\_.

Probation period, Employee shall earn a salary of (RMB)\_\_\_\_\_\_\_\_\_per month

2.2 转正,雇员的薪资为每月(RMB)\_\_\_\_\_\_\_\_\_\_.

After probation period, Employee shall ear a salary of(RMB)\_\_\_\_\_\_\_\_per month

2.3 试用期为\_3个自然月。入职当月未满20天出勤,当月不累计到试用期自然月。

Probation period is 3 months. Probation period shall be calculated in nature days of months. If attendance is less than 20 days in the month of entry, the month does not accumulate to the probationary natural month

**第二条工作内容**

**Responsibilities**

雇员的具体工作内容应按照雇主每个岗位的运作章程进行

The specific work content of the employees shall be performed in accordance with the operating regulation of each position of the employer.

**第三条甲方(雇主)的权利与义务**

**Rights and Obligations of Party A(Employer)**

1.雇主负责雇员的日常人事管理

Employer responsible for the daily personnel management of the employee

1. 雇主负责支付员工工资,雇主每月15号向雇员支付工资:

Employer shall be responsible for paying Employee's salary, and Employer shall pay Employee's monetary salary in between 15th of each month

3. 试用期内工作不满7个工作日离职无薪酬:

Work within 7 working days during the probation period and leave without pay.

4. 雇主给予雇员的福利待遇:

Employers benefits to Employee

(1) 签证:入职后即按当地政策办理签证。

Visa: visa will be processed according to local regulations after admission of employee

(2) 雇主提供住宿和關食。(外宿者,按照公司政策给予相应的补贴 )

Employer provides accommodation and meal (Employer will provide month for out dormitory employee)

(3) 团队建设费:每月团队建设费以3000PHP/人的标准发放,发放到部门主管,由部门主管统一排聚餐或团队活动。

Team building fees:3000PHP per person of each month, distribute to department, and department manager will arrange dinner or team activities.

(4) 节日礼金: 中国传统重大节日,雇主将发放过节费或礼品 春节,中秋,端午三大传统节日)。

Holiday benefits: Employer will prepare cash gift for Chinese Traditional festival (Chinese New Year, Mid-autumn festival and Boat Festival)

(5)生日礼金:雇员入职满两个月(≥60天)以后,生日当月可以享有礼金礼品(以护照上的生日为准),生日当月发放。

Birthday Rewards: Employees have been employed for more than 60 days, Employer shall enjoy birthday bonus and gifts in the month of his/her birthday (Based on birthday date of the passport)

(6) 医疗:公司配有日常医药用品，医疗补助1000p,有需要,向行政部门申请领用;雇员生病,由行政带去医院 就诊,公司按规定为员工办理当地医疗险。

Medical subsidy 1000p. When employee is sick can apply with the Administrative Department or be taken to the hospital by administrative staff, Company will be processed according to local medical insurance

1. 连续工作满六个月,享受带薪休假15天,雇主承担报销往返机票及签证费用看当时票价为如雇员放弃休假,正常上班,雇主根据职级給津貼。

After working for 6 months, employees can enjoy 15 days annual leave with pay Employer will bear the costs of visas, return airfare ticket (see fee at the time) If the employees did not avail of the annual leave, Employer will follow by Rank of the position to give reward allowance

(8) 年终奖金: 阳历12月31日为结算截止日,以实际工作日为基础核算, (即 13 新=实际工作日/365+底薪)

Annual Bonus: December 31st of the Gregorian calendar is the settlement deadline, and based on the months worked with Employer at the rate of one month's salary. (calculated as working day /365 day x month salary = annual bonus)

5. 雇主保留根据业务需求对工作周计划进行审查和修改的权利。

Employer has the right to review and modify the work weekly scheme depending on the exigencies of the business operation.

1. 符合下列情况之一的,雇主可对雇员薪酬奖金做相应调整。(详见公司章程+部门 KPI考核) Employer reserve the right to review and adjustment to employee's salary and reward accordingly.
2. **乙方(雇员)的权利与义务**

**Rights and Obligations of Party B (Employee)**

1. 雇员国按收发主的管理,并按合同要求认真履行岗位职责,服从岗位安排或调整,遵纪守法,并认真完成工作任务。

Employee must accept the management of employer and fully perform the job duties according to the contract requirements, obey the post arrangement or adjustment, abide by the laws and regulations, and complete the work tasks seriously.

2.雇员在试用期内工作不满7个工作日离职无薪酬。

Employee leaves without pay, if work less than 7 days during the probationary period.

1. 雇员享受: 享受合同规定的工资待地。

Employee has right to enjoy all the benefits stipulated in the contract

4. 成员在签订合同时自愿遵守雇主的有关规定。

When signing the contract, Employee voluntarily abides by the relevant regulations of Employer

5.雇员履行其职务或工作所必须承担的职责和责任,这些职责和责任可能包含在其职务说明中, 也可能不在职务说明中的工作职责根据实际情况合理地分配,雇员的具体职责和责任包含在相应的工作范围和职务说明中，雇员在此承认已阅读并理解为他享有其他福利和晋升的条件。

Employee shall perform the duties and responsibilities necessary for his/her job or work. These duties and responsibilities may be included in his/her job description or may be reasonably assigned to him from time to time by the company. The specific duties and responsibilities of the employee are contained in corresponding scope of work and job description, and the employee hereby acknowledges and has read and

understood that his/her entitlement to other benefits and promotion.

6.雇员必须尊守雇主的公司所有制度。（违反公司制度,按章程处罚）

Employee must abide by all the company rules and management regulations (Violation of the company rules and punishment in accordance with the articles of associations)

1. 雇员有义务维护雇主财产。

Employee has the obligation to protect Employer's assets

1. **聘用合同的解除、 终止、续订**

**Contract Renew and Termination**

1. 雇员有下列情况之一,雇主可以解除合同,须提前1个月以书面通知:

If Employee has one of the following circumstances, Employer can terminate the contract, and must give a written notice 1 month in advance:

(1)岗位无法胜任、考核不合格:

Fails the assessment and deemed inadequate for his/her job

1. 订立合同的客观条件发生重大变化,经当事人协商不能就变更合同无法达成一致的。

The objective conditions for concluding the contact have undergone ，

2.解员有下列情况之一,雇主可因以下任何原因终止合同:

If Employee has one of the following circumstances, the employer has right to terminate an employment for any of the following causes

1)劳动者一般过错性解除

For violations of any of the following rules:

2)不服从管理和工作调配、同类型岗位调整安排,故意不完成分配的工作 Insubordination or refusal to comply with management's instructions and assignments, knowingly neglect of duty

3)上班时间睡觉、闲聊,闲荡串岗,影响同事工作并屡教不改善

Repeated offense on sleeping, chitchatting, hanging around and affecting other employee's productivity during work hours

4)劳动者严重违纪

For commission of any of the following offenses

(1)离职申请未经批准或在离职申请审批的最后工作日,未与工作交接人做好工作交接者;擅离职守或离职申请未通过者单方面离职;

Failure to do job handovers properly on the last day on job, Resignation without notice and/or approval from employer,

(2)离职时拒不移交工作手续及经管财产物品或移交不完善、不清

Refusal to do any job handovers and/or complete any exit clearance.

(3)一年内书面警告超过3次以上:

notices in one year,More than three warning

(4)屡次或严重违反公司规章制度;

Repeated offense or heavy violations on corporate policy.

(5)盗窃或行骗,泄露公司商业秘密,私自与客户联络:

Corporate Theft,scam,breach of confidence and trust (leaking confidential information, contacting clients for personal purposes)

(6) 管理严重失职,造成公司名誉或利益重大损害:

Neglect of duty resulting in damage on corporate reputation

(7) 酗酒而严重影响工作,在公司内吵架、打架斗殴、聚赌

Working under influence of alcohol, involved in gambling or fights or any physical violence in and/or heavy business losses,work areas,

(8) 拉帮结派引致团队分裂等,破坏公司正常经营秩序等。

Create or encourage distrust and division among the employees, disrupting business operation, etc.

(9) 被国家司法机关证明有犯罪事实而被判刑者:

Violation of Philippine law, rules, and regulations, conviction of misdemeanors or felony,

1. 玩忽职守,营私舞弊者:

Unethical conduct,

1. 对公司或同事诽访、造谣感众等

Abusive treatment of another employee, spreading untrue rumors,

(12) 擅自涂改相关收据、发票、文件资料等,严重侵害公司利益者:

Modification of any receipts and or any financial data that results in heavy business losses

(13) 因賭博造成个人财产损失,同时严重影响了生活和工作状态

Personal property loss caused by gambling, while seriously affecting the living and working condition.

(14)在公司内部发生不正当男女关系,严重违反道德准则,影响公司形象。

Sexual misconduct, sexual harassment of staff and other employees of the company.

(15)与前述相似的其他原因。

Other causes analogous to the foregoing

3.合同期内雇员要求解除合同,试用期需提前10天,转正后需提前一个月,以邮件形式向雇主提出申请。解除合同时间从雇主同意之日计算.

During the contract period, Employee wishes to resign must submit E-Mail 10 days in advance for probationary and 30 days in advance for regular employee. The resignation date is calculated from the date when Employer's approval.

4.有下列情况之一的,雇员可以随时通知雇主解除劳动合同,

Under any of the following circumstances, Employee can notify Employer to terminate employment contract

(1)雇主未按照规定支付劳动报酬

Employer fails to pay salary in accordance with regulations

(2)雇主以暴力、监禁等非法手段强迫雇员工作的,

Employer forces Employee to work by using violence, incarceration, and other illegal means

5.本合同期届满,劳动合同即终止。雇主和雇员双方经协商同意,可以续订劳动合同。

Employment Contract is terminate upon the expiry date. Both parties could renew the Employment Contract upon agreement

**第六条 违反合同的责任和争议解决,其他条款**

**Liabilities Resulting from Breach of Contract**

雇主,雇员,双方同意下列方式承担违约责任：

Employer and Employee, both parties agree to bear the liability for breach of contract in the following terms

1. 雇员违反保密制度,泄露公司机密及相关信息,并给公司造成损失的,雇主可以直接不退押金并追究其刑事责任。

In the case of Employee breaching confidentiality policy / disclosure the confidential information of the company, and thereby inflicting heavy loss to the company, Employer reserve the right to keep the visa deposit and prosecute the employee to the fullest extent of the law.

1. 合同期内任何方式离职,雇员需要承担在职期间产生的相关费用。

Resignation during contract, Employee need to responsible to all the cost generated during his/her employment

1. 任何违反本协议规定的行为,均应引起雇主针对雇员采取适当行动,例如记事, 刑事或行政救济

Any violation of the provisions of this Agreement shall cause Employer to take appropriate actions against Employee as civil, criminal or administrative remedies.

1. 雇员未经许可私自外出所造成的安全或财务纠纷公司不予承担

Company will not be liable for personal safety and financial disputes caused by Employee going out without permission.

1. 雇员破坏,遗失或者窃取雇主财产,雇主可根据损失要求雇员按照原价值的五倍理赔财产损失,并追究刑事责任。

In the case of any damage,loses or steals the Employer's asset, the Employer can request the Employee to compensate for the asset loss at five times the original value based on the loss, and pursue criminal responsibility.

1. 如果雇员参与赌博和滥用毒品,雇主可以在向雇员发出通知后终止其劳动合同,

If an employee is involved in gambling and drug abuse, the employer can terminate the employment contract after giving notice to the employee.

7雇员有除以上其他违约事项,雇主可参照公司制度給予扣款。雇员需保护公司利益。 雇员保证,他应遵守本合同中规定的所有承诺和义务,并应向雇主赔偿因行为疏忽,欺诈或违反本协议或其故意导致的任何实际损失、损害的费用和支出,包括律师费。

In the case of Employee violating other matters not stated above, Employer reserve the right to fine the employee according to company's regulation. Employee shall protect the company's interest. Employee guarantees that he/she shall comply with all his/her undertakings and obligations set forth in this Contract and shall indemnify Employer of any actual losses, damages, costs and expenses including attorney's fees, incurred as a result of the breach of this agreement or his/her willful act, omission, fraud or negligence.

**第七条 保密制度**

**Confidentiality Policy**

1. 全体雇员对公司任何已确认和未确认的发展方向、重大决策等信息进行保密 - 不私下讨论,传播。

All employees keep confidential any confirmed and unconfirmed development directions and major decision of the company, and do not discuss or disseminate privately

1. 凡在公司就职而获取的文件、资料等业务信息,以及有关公司经营运作模式,客户名单、合作日的、营业额、雇员薪酬等,无论是口头、书面、或者电脑文件形式 目。报表,公司现金流量及有关资料、文件、档案等进行保密都属于商业机密,对公司财务账。

All documents, materials and other business information obtained from employment in the company, as well as the relevant company's business operation model, customer list, data and information, client sensitive personal information, cooperation purpose, turnover, employee remuneration, etc, whether in oral, written, or computer file form, are all considered business confidentiality As are the information, folders, data regarding company's financial accounts, statements, company cash flow

and etc, should be kept confidential.

3. 公司成员、领导姓名及联系方式、住址等个人信息,对公司主管强训的需要保密事项进行保密。

Any personal information of employees and superior in the company, and other relevant information that should be kept confidential under the instruction of the management 4. 本4.本公司的办公场所名称以及IP地址需保密

The company’s office name and IP address must be kept confidential

5.雇员不得窃听或泄露公司任何机密，遇同事在泄露时应及时制止,并于48小时以内上报给公司主管。 Employees are not to tap and/or release any corporate confidentiality, employees have to report immediately whenever the things previously mentioned happens within 48 hours from knowledge there of.

6. 未经公司主管批准,雇员不得对外向任何人传阅、复印、外信公司的任何文件、资料、档案等。

Without management's permission, Employees are not allowed to circulate any files, information and data to any person, entity, or organization.

1. 未经公司主管的批准,雇员不得擅自带外人进入办公区域参观,更不得将工作时所需要的电脑, 移动设备,工作文件等随意带离办公区域以外,如工作需要携带文件外出的,需经公司主管书面批并应严加保密,谨防重要文件泄露。

Employees are not allowed to bring outsiders into the office area without the approval of the company's supervisor, and they are not allowed to take computers, mobile devices, work documents and except when the employee need to bring documents to go out for work, and he/she need to obtain written approval from the company superior, and keep confidentiality strictly to prevent the leakage of important documents.

8未明确表明但可能使保密內容泄露的,如明确相关设备不可使用网络,工作简使用移动设备能否使用等涉及到可能使公司的客户数据,公司机密涉露的行为,应事先请示公司主管,经批准登记后方可执行。

Any activities that has potential to cause data breach, such as some equipment that should not connect to internet, or has potential to access sensitive information, or any other actions that involved company confidentiality, these should be conducted only after management authorizations.

**保密须知**

Confidentiality Notice

1. 离职或离职五(5)年之内,雇员在任何情况下均不得提及任何商业机密信息和其他相关信息。雇 员在申请任何其他公司或雇主的工作时,不得泄露任何公司的机密信息。 Within five (5) years from resignation or separation from employment, employees should not disclosure any business confidential information and other related information under any circumstances Employees should not disclosure any company confidential information when applying to jobs in any other company or employer
2. 公司明确要求员工对涉及保密的内容进行充分了解,无论在职或离职,任何时间,任何地点均不 擅自复制,拷贝涉及保密内容的资料,软件,数据,图片,文档等资料。

Employees are demanded to have a wholesome understanding regarding employee confidentiality policy.whether it be on employment or after resignation Without permissions, employees should not copy any files,software, data, pictures, folders, etc. Under any circumstances.

3. 雇员承认并认可公司的保密协议,因此,该协议在雇员雇用期间以及辞职或离职后的五 年内具有约束力。因此,此处列出的任何一个或所有人士都同意,雇主有权就此类违规获得立即禁 制令,禁止任何违反本协议的行为,并有权寻求法律或衡平法规定的任何和所有其他权利和补救措施

Employees acknowledges and recognizes the Company's Confidentiality Agreement, as such, this Agreement is binding during the employees employment and within five (5) years from resignation or separation from employment. Accordingly, any one or all persons listed herein agree that Employer shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach.

**合同自双方签字,盖章之日起生效**

**本公司保留最终解释权**

**This contract executed as both parties signed and sealed the contract as of the date written. Company reserve the right of final interpret this contractual agreement.**

甲方:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 乙方:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party A Party B

签字盖章 :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 英文名&工号:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed and sealed Name & ID

日期:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 日期\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date