

Dear **Mr. Tai**,

I am pleased to confirm our verbal offer of employment to you for a **regular full-time** position as a **Embedded Software Engineer**. The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both **Ban Vien** and yourself with respect to your employment conditions, and is governed by the laws of **Ban Vien**. It details the terms and conditions of your employment with **Ban Vien**, and will form our agreed upon employment contract with you once signed.

**Mr. Tai**, we look forward to welcoming you to the **Ban Vien** team and wish you a successful and rewarding career with us.

Yours sincerely,

(Signed by)

CEO & Founder

Date: **10/9/2019**

*\*To confirm that you agree to the terms stated in this letter, please **sign** and date the enclosed copy of the letter and **return** a scanned copy/ a photo to Human Resources via email [hr@banvien.com](mailto:hr@banvien.com)*

I, ....., acknowledge that I have read, understood and accept this offer and the terms and conditions and agree to be bound by the terms and conditions of employment as outlined therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Schedule A  
**OFFER LETTER**  
**Terms and Conditions of Employment**

The following outlines the terms and conditions of employment with **Ban Vien Co., Ltd** (the "Company"). The Company reserves the right to change these terms and conditions as necessary, with due notice.

<b>Job title</b>	<b>Embedded Software Engineer</b>
<b>Reporting to</b>	<b>Mr. Josh</b>
<b>Commencement date</b>	<b>11/4/2019</b>
<b>At</b>	BanVien Office, 2 <sup>nd</sup> Flr., Copac square, 12 Ton Dan, Ward 13, Dis. 4
<b>Gross Salary</b>	<b>26700000</b> (In words: <b>Twenty Six Million Seven Hundred VND</b> ) per month
<b>Probation period</b>	Salary in pending trail shall be <b>85%</b> of Gross Salary.  To assess your fit within <b>Company</b> , the first <b>One (1) month</b> of your employment will constitute a probation period.
<b>Sign-on Bonus</b>	<b>After passing probation, the bonus for your signing a employment contract will be considered all 15% of Net income of probation period.</b>
<b>13th Month Payment</b>	It will be offered for employee with more than 1 year, or prorated based on length of employment, if you are on-going service at the company, based on company policy.
<b>Performance bonus</b>	It will depend on performance appraisal and analysis of projects completed by the employee over a specific period of time.
<b>Employee Insurance</b>	Social insurance, health insurance, unemployment insurance and Union fee (if any) will be paid by Company in accordance with the regulations on insurance at <b>VND 4500000</b> .
<b>Personal income tax</b>	Employees are responsible for paying personal income tax.
<b>Other benefit</b>	<b>Healthcare package + Sign-on-Bonus 15 million after probation</b>
<b>Hours of Work</b>	The company's core hours of operation are Monday to Friday from 08:30 – 17:30 (lunch: 12:00 – 13:00)  Employees are expected to work a minimum of 40 hours per week.
<b>Overtime</b>	Payment of overtime, for overtime eligible positions, will be paid for all hours worked in excess of 40 hours within one week.
<b>Payroll Schedule</b>	Your salary will be paid to you on a monthly basis, no later than 5th of every month.

<b>Annual Leave &amp; Public Holidays</b>	Employees are entitled to twelve (12) paid annual leave days per year and one (01) per month during employment contract.  Public Holidays: as per the Labor Code of Vietnam
<b>Policies and Standards</b>	<b>Company</b> has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of <b>Company</b> and that these policies do not form a part of this Agreement. It is agreed that if <b>Company</b> introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.
<b>Confidentiality and Intellectual Property</b>	Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "C."
<b>Resignation</b>	Should you wish to resign your employment with <b>Ban Vien</b> , you will be required to provide <b>45 (Forty Five)</b> days' written notice to enable us transition your work.
<b>Termination</b>	Based as per the Labor Code of Vietnam.

Schedule B  
**SUBMISSION GUIDELINES**

Personal Information	Give these information for creating your account
Full Name	
Date of birth: (dd/mm/yy)	
Place of Birth (Province - Country)	
Nationality:	
Marital status	
Permanent Home Address	
Temporary Address	
ID/ Passport No.	
Date of Issue (dd/mm/yy)	
Place of Issue:	
Book parking	Yes <input type="checkbox"/> No <input type="checkbox"/>
License plate of your motorbike:	
<b>Attached your photo</b> - as yours will appear the system (As well as submitting offer accepted)	
<p>Do you already have ACB account: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give your ACB account number _____</p>	
<b>Prepare your paper for submission in starting day</b>	
Copy of your Certificate of identity card/passport	
Copy of your householder book (Resident Family Registration)	
Copy of your Certificate/ Degree	
Copy of your health-check certificate	

\* Please submit before 2 days of starting day.

Schedule C  
**EMPLOYEE NONDISCLOSURE AGREEMENT**

This agreement (the "Agreement") is entered into by **Ban Vien** ("Company") and .....  
..... ("Employee").

**1. Company's Trade Secrets**

In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- (b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;
- (d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use; and
- (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

**2. Nondisclosure of Trade Secrets**

Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than Company.

However, Employee shall have no obligation to treat as confidential any information which:

- (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;

(b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or

(c) is or becomes lawfully available to Employee from a source other than Company.

### **3. Confidential Information of Others**

Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret of others.

### **4. Return of Materials**

When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all equipment, files, software programs and other personal property belonging to Company.

### **5. Confidentiality Obligation Survives Employment**

Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after Employee's employment with Company ends and continues for so long as such Confidential Information remains a trade secret.

Exception of confidential Information as a trade secret, within the period of validity of the contract and within 12 months after leaving the company, employees are not allowed to provide any information or disclose the company confidential information to outsiders for personal use unless they have permission of the company in written consents

### **6. General Provisions**

(a) Relationships: Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venture of Company for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of Company and Employee.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition

**IN WITNESS WHEREOF** the Company has caused this Agreement to be executed as of the ..... day of ....., .....

**Ban Vien Co., Ltd. (Vietnam)**

*(Signed by)*

**The Employee**

*I acknowledge and agree to the terms stated in this NDA.*