

SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

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PROBATIONARY CONTRACT

We are:

1. Employer

Mr/Mrs:.....

Position:

Representative for Company

Address:

2. Employee

Mr/Mrs:

Date of birth:.....

ID number:.....issued by.....on.....

Address:.....

We agree to enter into probationary contract and commit to comply with the following terms and conditions:

Article 1: Mr/Mrs.....(Employee) works under a probationary contract during a period of 03 months from January 1, 2020 to March 1, 2020.

At address:.....

Position:

Mr/Mrs must do several works, including:

- Perform works in accordance with professional titles under the management of the Board of Directors (and individuals who are appointed and authorized by the Board of Directors);
- Coordinate with other departments in the Company to promote work efficiency;
- Other jobs according to the business demands of the Company and orders of the Board of Directors (and individuals who are appointed and authorized by the Board of Directors)

Article 2: Work mode:

- Working hours: 48 hours per week (from 8:00 to 12:00 in the morning, and from 13:30 to 17:30 in the afternoon.);
- Mr/Mrs.....is granted necessary tools according to the job requirements
- Occupational safety and sanitary conditions at the workplace are complied with the current provisions of law introduced by the State.

Article 3: Obligations and rights of the employee:**1. Rights:**

- Probationary salary: 85% of the official wage.
- Limitation of salary payment: Pay once on the 15th of each month;
- Day off: 01 day (Sunday)
- Training regime: According to the regulations of the Company and job requirements, if the employee is sent to training, he or she must complete the course on time and must commit to work at a long-term time for the Company after the finishing course. Besides that, he or she can be received full salary or other benefits like employees.

By contrast, in case that after finishing the training course, the employee does not continue to cooperate with the company, the employee must refund 100% of the training fee and benefits received during the training period.

- Other agreements: Within 15 days (working days) from the date of signing this probationary contract, if the employee does not continue to cooperate with the company for whatever reason, he or she will commit not to ask the company for paying any benefits of the employee during the abovementioned time.

2. Obligations:

- Complete the committed contents and the works in the Contract;
- Submit diplomas, certificates (with the highest degree in accordance with the professional title) which are valid within 06 months till the date of submission to the Company as soon as signing this probationary contract.
- Comply with the labor regulations, labor safety, labor discipline
- Absolutely do not use the company's customers for personal profit;
- During the validity period of the contract and within 24 months since the time of resignation at the Company, the employees are not allowed to:
- +Provide information, disclose the company's business secrets out,

+cooperate, manufacture, trade as an agent to use, disclose information about customers, products and similar products of the Company to any organization or individual to serve their own work without the approve by uritten consent from the company. In case of discovery – The individual will be prosecuted before the law.

Article 4: Obligations and rights of the employer:

1. Obligations:

- Ensuring jobs and implementing the terms of the contract;
- Pay enough and on time the regimes and benefits for employees under this contract.
- Preserve original diplomas and certificates (if any) for employees during the validity period of contract.
- Return the original diplomas and certificates (if any) to the employee after the employee has fulfilled the obligations committed in this probationary contract.

2. Rights:

- Manage and instruct the employee to complete the work under the Contract through arranging, transfering, suspending work);
- Temporarily suspend, terminate the probationary contract or discipline the employee in accordance with the law, and the labor regulations of the Company.

Article 5: Implementing Provisions:

- Labor issues which are not written in this probationary contract shall be complied with the labor regulations and the labor law;
- This probationary contract is made into 02 copies with the same value, both of which take effect from...(month/date/year). Each party keeps 01 copy of this contract.

Employee

(Sign and write the full name)

Employer

(Sign and write the full name)