

**Employment Contract**

**This Employment contract** (hereinafter referred to as the **"Contract"**)is entered into “SIGNING DATE” by and between**:**

**Bakery 168** a company duly established and existed under the applicable laws and regulations of Cambodia and having its registered address at #86, Sambuomeas Village, Chamkar Doung Blvd (217), Sangkat Dangkor, Khan Dangkor, Phnom Penh, Cambodia, duly represented by **Mr. Sambo Sambath**, acting as General Manager of **BAKERY 168** (hereinafter referred to as "**Employer**");

AND

**Mr LOK CHANTHA**,a Cambodia citizen, holding ID Card No. 1234567789, issued on 15*/12/2017 .*and residing at #75E0, St 21, Borey PENGHUOT, Sangkat Niroth, Khan Chbar Ampov, Phnom Penh, Cambodia (hereinafter referred to as the "**Employee**").

(Hereinafter **Employer** and **Employee** are collectively referred to as the **“Parties”** and individually and separately as the **“Party”**).

**NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **Scope of work**

1.1 Employer hereby agrees to employ Employee, and Employee agrees the said employment as  **HR Manager** under the terms and conditions as set forth hereunder and Employee accepts and agrees to perform his/her duties and responsibilities as described in the Job Description as attached.

1.2 Employer may decide to change job duty, transfer, promote or demote Employee’s position, change the place of work as it deems appropriate to Employer's business, including without limitation to reorganization of Employer, dissolution, increase, and merger of units/department.

1.3 During the term of this Contract, Employee shall not, without the prior approval of Employer render any services of a professional nature to or for any person or company for compensation, or engages in any other activities that compete with Employer's business.

1. **Term**

The term of this Contract shall be under Unspecific Duration Contract “UDC” commencing from 2nd Jan 2018 with a probationary period of 03 (three) months.

1. **Working hours**

3.1 Employee shall work for eight hours a day from Monday to Friday. The working hours shall start from 8:00 to 17:00pm (included 1 hour for lunch).

3.2 Notwithstanding above, the schedule is subject to change if and when necessarily require at discretion of management.

1. **Salary**

Employer shall pay to Employee a monthly salary of USD 720.00 (Seven Hundred and Twenty US Dollars). After successful completion of probation period in 3 (three) months by evaluation employee performance, Employee will get a new monthly salary USD 800.00 (Eight hundred USD Dollars) payable in conformity with Employer's payroll procedures. This amount of salary shall be subjected to the deduction of Income Tax imposed by the Cambodian Tax Law which the employee is obliged to abide, when applicable.

1. **Discipline**

Employee shall be subjected to disciplinary action when there is evidence of inappropriate behavior as described in the organization policies and procedures.

1. **annual leaves**

Employee is entitled to annual leave of 18 (Eighteen) days per year upon 01 (one) year of service.

Other leaves will be provided in accordance with the Labor Laws of Cambodia

1. **Holiday**

Employee is entitled to holidays according to the public holiday issued annually by the government of Cambodia.

1. **termination**

This Contract shall be terminated as follows:

* by the expiration of term of this Contract;
* Seven (7) days, if employee’s length of service is less than six months.
* Fifteen (15) days, if employee’s length of service is from six months to two years.
* One (1) month, if employee’s length of service is over two years and up to five years.
* Two (2) months, if employee’s length of service is over five years and up to ten years.
* Three (3) months, if employee’s length of service is over than ten years.
* By dismissal in the event of Employee’s serious misconduct offense as stated by the applicable laws and regulations of Cambodia without any compensation
1. **internalregulations-work conditions**

 By signing this Contract, Employee deems to acknowledge of Employer’s Internal Regulations. Employee shall strictly comply with these regulations. Employee shall also comply with the further regulations’ modifications as amended and any other policies issued by Employer from time to time.

1. **Confidentiality**

The Parties hereto unconditionally acknowledge and agree that Employee will be exposed to and in possession of certain proprietary and other information of a confidential nature of Employer, the diffusion of which could affect Employer's business.

Employee unconditionally agrees to limit dissemination and distribution of Confidential Information only to those associated with Employer, unless otherwise required by the applicable laws and regulations of the Kingdom of Cambodia or by virtue if a court decision.

1. **language**

This Contract is made in English in 2 (two) copies and all of such copies taken all together shall be deemed to constitute but one and the same instrument. The Parties hereto shall keep 1 (one) copy.

1. **Governing Laws and Jurisdictions**

All terms and conditions of this Contract are governed by the applicable laws and regulations of Cambodia and any disputes arising out of the implementation or interpretation thereof shall be settled by the competent court of Cambodia.

**IN WITNESS WHEREOF** the parties have executed this Contract on the date first above written.

**Employer Employee**

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**Mr. Sambo Sambath Mr. Lok Chantha**

**General Manager HR Manager**

**Date: 03 January 2019 Date: 03 January 2019**