

[DRAFT]

EMPLOYMENT CONTRACT

by and between the Contracting Parties

Employee

Name :
Permanent Residence :, **Thailand**
Passport Number :
Date of Birth :
(hereinafter referred to as “the Employee“)

and

Employer :
Registered Office :, **Bratislava,**
Slovak Republic
or
:, **Ljubljana,**
Republic of Slovenia

Company Identification Number :
Company Registration :
Registered at :
(hereinafter referred to as “the Employer“)

I. Duration of Contract

The Employer and the Employee hereby regulate their mutual rights and obligations arising from employment. This agreement is a stipulation of employment between the employee and the employer for a definite period of one year, starting on, [or the day of the Employee’s arrival in] (country)]

This contract shall be extended upon mutual agreement between the Employer and the Employee.

II. Position and Job Assignment

The Employee shall take up the position on xxxxxxxxx (date month year). The Employer and the Employee assert that the scope of employment of the Employee is identical with the subject of the valid work permit.

or

[The Employee shall start work on xx.xx.xxxx, and on this day the employment relationship arises.]

III. Work Site

The work site is xx.xx.xxxx

or

The place of work includes the business premises for which the Employee has his/her work permit : xx.xx.xxxx xx.xx.xxxx xx.xx.xxxx [in case there are several assigned working places.]

IV. Probation Period

In conformity with the local Labour Law, the Employee shall work on probation for a period of xx.xx.xxxx days, starting from the first day of work.

If the Employer should find during the probation period that the Employee is not qualified for the job assigned, the Employer may either offer the Employee the other appropriate job or position with the consent of the Employee, or cancel the contract and repatriate the Employee to the domicile in Thailand. Expenses for air ticket will be borne by the Employer.

V. Salary (or Wages)

The Employer shall ensure a basic monthly nett salary of the Employee in the amount ofEuro (six hundred Euro xxxxxxxx) for the work carried out by the Employee during the actual working hours.

The salary (or wage) shall be paid on a monthly basis on the(8th) day of the following calendar month. The Employer shall pay the salary in cash based on the salary slip within the above-mentioned period of time.

The Employer is obliged to pay tax deduction, health and social insurance for the Employee, in accordance with the valid local laws and regulations.

VI. Working Hours

The working time is agreed at xxxxxxx (8) hours per week, whereby the daily working time cannot exceed xxxxxx (12) hours.

*The working time will start (09.00
from..... —*

18.00 hours) and is divided into 2 shifts. The Employee is entitled to a 60-minute lunch break. The time might be shifted from time to time due to working conditions but its length of 60 minutes must be insured

The Employer shall notify the schedule of working time to the Employee(seven) days in advance.

VII. Overtime and Holiday Payment

The Employer may instruct the Employee to perform overtime work if it deems necessary.

If the Employee works more than the usual hours on the regular working day, the Employee shall be paid extra for overtime by the Employer at the rate of xxxxxxxxxxxxxx per hour (not less than the minimum rate prescribed by the local labour law).

If the Employee works on holidays or public holidays, the Employee shall be paid extra for overtime by the Employer at the rate of xxxxxxxxxxxxxx per hour (not less than the minimum rate prescribed by the local labour law).

Overtime shall be paid at the end of each working day.

VIII. Performance Evaluation

The Employer shall assess the Employee's work performance annually.

For the Employee who has completed at least xxxxxx(6) months service by the end of December of each year and his/her performance meets the required standard and exceeds the norm of the position or bring to the Employer an outstanding outcome shall earn an annual increment ofxxxxxx Euro for the monthly salary of the next year.

IX. Holiday and Leave

The Employer shall arrange for the Employeeday(s) off weekly with regular pay.

The Employer shall arrange for the Employee local public holidays as stated below with pay forday(s) per year-

*[January 1st
January 6th
Good (Easter) Friday
Easter Monday
May 1th
May 8th
July 5th
August 29th
September 1th
September 15th
November 1th
November 17th
December 24th
December 25th
December 26th]*

In accordance with the local Labour Law, the Employee shall be entitled to annual leave of four weeks with pay when completing one year employment.

X. Food and Accommodation

The Employee shall purchase his/her own food and the Employer shall provide appropriate kitchen and its facilities

Or

[The Employer shall ensure a reimbursement of food cost in the amount ofEuro per month.]

The Employer is obliged to provide the Employee with safe and hygienic accommodation free of charge during the term of contract.

Or

[The Employer shall ensure a reimbursement of all costs incurred related to work performance as well as other work-related expense of the Employee, namely, accommodation, transportation, etc.]

XI. Medical Treatment

In the event of the employee's accident caused by work or any case of illness during the period of the contract, the employer shall pay for or provide all necessary medical treatment free of charge to the employee, and in the meantime, the employer shall pay for regular wage and compensation to the employee on terms not less than required by the local Labour Law.

In the event of death of the employee, the employer shall bear all expenses incurred in repatriating the employee's corpse and his/her belonging to his/her domicile in Thailand.

XII. Travel and Transportation

The employer shall pay for the cost of travel of air ticket from Thailand to xxxxxxxxxxxx (Bratislava, Slovak Republic or Ljubljana, Republic of Slovenia) as well as arrange for the Employee's transportation to the employee's residence. The employer shall also pay for the cost of the return travel of air ticket

to Thailand in all cases, except that the Employee is at fault or terminates the contract.

XIII. Obligation

The Employee shall abide by the rules and regulations of the Employer's company stipulated in conformity with the local Labour Law, and shall respect the local traditions and customs.

The Employee shall work only for the Employer's company.

The Employee shall not be engaged in any protest or demonstration for illegal activities.

XIV. Termination of the Contract

In case the Employer terminates the contract, the Employer shall give xxxxxx month(s) notice to the Employee, or pay one month wage in lieu of giving notice, or otherwise act in conformity with the local Labour Law. The Employer shall thereby pay for the cost of the return air ticket of the Employee to Thailand.

In case the Employee terminates the contract, the Employee shall give xxxxxx month(s) notice to the Employer and shall pay for his own expenses in the return travel to Thailand.

XV. Others

The Employer shall pay for all fees and expenses incurred in the acquisition of work permit for the Employee in accordance with the local regulations.

Other conditions not mentioned in this contract shall be in accordance with the stipulation of the local Labour Law.

In case the Employer fails to implement any of the conditions agreed in this contract, in full or in part, the Employer shall be responsible for all the losses incurred to the Employee.

This Contract of Employment may be amended by written agreement of both contracting parties and should be in accordance with the Labour Code and other regulations concerned.

This Contract of Employment is made in four identical copies, 2 in English and 2 in Slovak, one of which will be received by the Employee and the other by the Employer. In case of any dispute, the English version shall prevail.

In Witness whereof, the undersigned having fully understood the contents of the Contract stated herein, have signed this agreement.

In xxxxxxxxxxxxxx
Bangkok.
Bratislava.
Ljubljana.

Signature.....Employer
(.....)

Signature.....Employee
(.....)

Signature.....Witness
(.....)

Signature.....Witness
(.....)