



劳动合同 (英文版)
Labour Contract

PARTY A - Employer

Name : SHANGHAI YINYI CLOTHES CO. Ltd.
Address : MINHANG DISTRICT QIBAO TOWN LANE NO 6885
ZHONGCHUN ROAD NO 115, CHINA.
Tel. No. 0086(21) 54884427.

PARTY B - Employee

Name : MYLEEN GAYAMAN IMMOTNA
Gender : FEMALE
Date of birth : MARCH 21, 1988
Status : SINGLE
Mailing address (International) : pretty.ammai@gmail.com
Passport No. : EB1554568

This Contract is signed on a mutuality voluntary basis by and between the following Employer and Employee in accordance with the Labour Law of People's Republic of China.

1. Term of the Contract:

- a. The term of this contract is for (2) years and shall commence on 27 MARCH, 2012 and shall continue until 31 MARCH, 2014, unless earlier terminated pursuant to this Contract. The Employee shall undergo a probationary period of 3 months.
- b. The term of labor relationship shall be terminated when the term out, unless the two parties agree to enter into another contract.

2. Job Description:

- a. The Employer agrees to employ **MS MYLEEN GAYAMAN IMMOTNA** as accountant in Yinyi Factory, located in China.
- b. The employee shall obey the employer's direction and complete work on time.
- c. The employer has the right to change the employee's job title and duties according to producing necessities and the employee's working situation.

3. Working Protection & Working Conditions

- a. The Employer shall provide the Employee with a working environment in accordance with health & safety policy.
- b. The Employee should strictly abide by the rules of safe operation in the process of their work.



4. Remuneration of Labour

- a. The employee's salary shall be 444 for basic salary + 256 Fixed over Time. USD/M in accordance with the employer's regulation and the employee's position.
- b. The salary of the Employee shall be monthly paid by the Employer in accordance with applicable laws and regulations of P.R.C.
- c. Medical Insurance, Accommodation & Transportation for company work will be provided according to company policy.
- d. Air Ticket from Philippines – Shanghai – Philippines after 2 year with family will be provided according to company policy.
- e. Job title of the employee can be adjusted without increase in salary during contract.

5. Labour Discipline

- a. The Employer may draft bylaws and labour disciplines of the Company, According to which, the Employer shall have the right to give rewards or take disciplinary actions to the Employee;
- b. The Employee shall comply with the management directions of the Employer and obey the bylaws and labour disciplines of the Employer.
- c. The Employee shall undertake the obligation to keep and not to disclose the trade secret for the Employer during the period of this Contract. Any disclosing of Trade secret will be dealt with strict action

6. Termination, Modification, and Discharge of the Contract

- 6.1 The contract will be terminated when term is over.
- 6.2 The contract may be terminated by the two parties' agreement.
- 6.3 The Contract may be discharged by the Employer with immediate effect and the Employee will not be compensated:
 - a. The Employee does not meet the job requirements during the probationary period;
 - b. The Employee violates disciplines or bylaws of the Employer;
 - c. The Employee neglects his duty, engages in malpractice for selfish ends and brings significant loss to the Employer. In this case, Employer shall penalize the Employee as appropriate.
 - d. The Employee is being punished by physical labour for its misfeasance.
 - e. The Employee is being charged with criminal offences:
- 6.4 The Contract may be terminated by the Employer by giving notice in written form 30(thirty) days in advance:
 - a. The Employee fails ill or is injured to (other than due to work) and after completion of medical treatment, is not able to perform his previous function or any other function the Employer assigns to him;
 - b. The Employee does not show satisfactory performance and after training and adjusting measures is still not able to perform satisfactorily;
 - c. The circumstances have materially changed from the date this Contract was signed to the extent that it is impossible to execute the Contract provided, however, that the parties cannot reach an agreement to amend the contract to reflect the changed circumstances.
 - d. The Employer is being consolidated in the legal consolidation period on the brink of bankruptcy or the situation of business is seriously in trouble, under such condition, it is required to reduce the employee.(in legal procedure)
- 6.5 The Contract may be discharged by the Employee by giving notice in written form 90 (NINTY) days in advance subject to handover and training to successor. However, the Employee may inform the Employer to discharge the Contract at random under the following occasions:

- a. The Employee is still in the probationary period;
- b. The Employer force the Employee to work by violence, duress or illegal restriction to physical freedom;
- c. The Employer does not pay the remuneration of the Employee accordance with the relevant clause in the Contract;
- d. The Employer violates the relevant regulations of State or for its terrible safe and health condition, which is harmful to the Employee's health.

7. Breach Liabilities

- a. Due to either party's fault, if breaching the Contract, that party shall undertake the breach liability according to the extent to the performance of the Contract; if the parties both breach the Contract, they shall undertake its separate liability according to the concrete situation.

8. Labor Disputes

Where a labor dispute between the parties takes place during the performance of this Contract, the parties concerned may seek for a settlement through consultation; if the mediation fails and one of the parties requests for arbitration, that party may apply to the labor dispute arbitration committee of Wujiang.

9. This contract have two portions in equal effect, and both sides hold respectively a portion.

Special Terms

- a. Upon termination of contract, the Employee will handover all the belongings to his/her successor with full training to successor approved by management.
- b. The Employee agrees that in case of breaching the contract with the claim against Employee from Employer, the Employee will not leave the country (Republic of China) until the claim has been fulfilled cases is ended. In case the Employee leaves the country without any agreement, it will be considered as deception and Employer will be entitled to take respective action through International Legal Protocol.
- c. After Termination of contract Employee shall not be involved in any Business of Thoub or Yashmagh in China or out side china. If any involvement Employer has the Wright to claim Losses & Damages. But Employee can work with any other Garment or Textile Business which are not similar to Employer Business.

Employer: (official stamp)

Representative :

Date:



Employee Signature:

Name: MYLEEN GAYAMAN IMMOTNA

Date: 9/5/2012