

EMPLOYMENT AGREEMENT

This employment agreement is entered into between (Employer) and (Employee), , under the terms and conditions below.

Position

The Employee is employed in the position of in the of the Employer.

Duties

The Employee shall undertake the duties outlined below:

Place of Work

The primary place of work is in .

Commencement Date

Subject to the Employee obtaining valid visa to work in hong Kong, the Employee shall commence work on until either party terminates the agreement.

Right to work in Hong Kong

The employment is subject to the Employee's possession of a valid visa from the Hong Kong Immigration Department. The Employee shall produce evidence to the satisfaction of the Employer of his right to work in Hong Kong and immediately notify the Employer when he ceases to possess such right.

Probation Period

There is a probation period of from the employment commencement date.

Working Hours

The working hours of the position shall be , Monday to Friday (inclusive) with a lunch break of .
The Employee is expected to work over and above these hours when the workload so demands.

The Employee shall not be required to work on Statutory Holidays unless the workload so demands.

Remuneration

The Employee shall be paid the basic monthly salary of .

The Employee acknowledges that the Employer may at any time deduct from his basic salary, or such other amounts as may be owed to the Employee, any sums that may be owed by the Employee to the Employer in accordance with the Employment Ordinance.

The Employee is entitled to receive a one-time gratuity within one (1) month from the completion of the Employment, upon satisfactory performance of the Employee's duties and responsibilities.

Overtime Compensation

Overtime work hours shall be compensated according to the rules of the Employer.

Paid Annual Leave

The Employee is entitled to days of annual leave after the probation period according to the provision of the Employment Ordinance and rules of the Employer.

Maternity / Paternity Benefits

The employee is entitled to maternity / paternity benefits leave pay according to the provision of the Employment Ordinance and rules of the company.

Holidays and Days Off

The Employee shall not be required to work on Statutory Holidays. In addition to statutory holidays, the Employee is entitled to paid general holidays as stipulated in General Holidays Ordinance (Cap 149). The Employer may at its discretion require the Employee to work on a general holiday.

The days off are paid and the Employer may at its discretion designate one of the regular days off each week to be a rest day.

Sick Leave

After the Probationary Period mentioned hereinabove, the Employee will also be entitled sick leave in accordance with the provisions of the Employment Ordinance and the company's sick leave policy.

Mandatory Provident Fund (MPF)

The Employee will be eligible to join the MPF scheme of the Employer and the Employee's membership thereunder shall commence with effect from the Start Date. The Employee's entitlements are subject to such terms and rules that the Employer may establish or vary from time to time.

The Employer and (where applicable) the Employee will make the applicable amount of mandatory contributions to the MPF scheme in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance.

Other Benefits

The Employee shall also be provided the following benefits:

The Employee is entitled to all other rights, benefits, and protection under the Employment Ordinance, the Minimum Wage Ordinance, the Employees' Compensation Ordinance, and any other relevant labour

legislation.

Discipline

The Employee agrees to abide by all the rules and regulations of the Employer at all times while employed.

Work arrangements during typhoons and rainstorms

The Employee shall not be required to work when typhoon signal no.8 or above is hoisted or when the black rainstorm warning is in force. No salary or benefits will be deducted during the period. The Employee is required to resume duty if the typhoon signal no.8 or black rainstorm warning is lowered not less than four (4) hours before the close of working hours.

Termination

This Employment Agreement may be terminated:

- during the probation period on the provision of notice by either party or payment in lieu of notice period
- after the probation period, on the provision of notice by either party or an equivalent amount of payment in lieu of notice period
- for breach of this Employment Agreement by the Employee
- upon the death of the Employee

Confidentiality

The Employee agrees to keep all of the Employer's business secrets confidential at all times during and after the term of the Employee's employment. The Employer's business secrets includes any information regarding the Employer's customers, supplies, finances, research, development, manufacturing processes, or any other technical or business information.

The Employee agrees not to make any unauthorized copies of any of the Employer's business secrets or information without the Employer's consent, nor to remove any of the Employer's business secrets or information from the Employer's facilities.

Patent and Inventions

The Employee agrees to promptly furnish the Employer with a complete record of any inventions or patents which the Employee may create or devise during the employment with the Employer.

The Employee shall grant and assign to the Employer all and entire rights and interest in any inventions and patents and all copyrights that result in any way from any work performed while employed by the Employer.

The Employee also agrees to sign and/or execute any further documents necessary to allow the Employer the rights, title or patent to any such inventions or creations.

Non-Solicitation

The Employee agrees that she/he will not solicit or approach any of the Employer's customer's, clients or suppliers upon the discharge of this Employment Agreement. The Employer is entitled to injunctive relief and/or liquidated damages and/or account of profits for any said breach, or otherwise.

No rights for Third Parties

A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

Disputes

The Employer and the Employee hereby declare that they understand the above provisions and agree to abide by such provisions.

(for and on behalf of the Employer)

Date _____

(the Employee)

Date _____