

[Company Name]

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

....., *date* *month* *year*

No.: HT00...../PLHD

PROBATIONARY EMPLOYMENT CONTRACT

Today, on day month year, at the head office of, we include:

PART I: INFORMATION OF THE PARTIES

EMPLOYER: : **Company name:**.....

Tax code :

Address :

Legal representative :

Nationality :

Passport No. :

Place of issue :

Position :

(Hereinafter referred to as the “**Company**”)

Và

EMPLOYEE: Mr./Ms

Date of birth :

ID/Passport No. :

Date of issue :

Place of issue :

Permanent address :

(Hereinafter referred to as the “**Employee**”)

(The **Company** and the **Employee** are hereinafter collectively referred to as the “**Parties**” or individually as a “**Party**”)

PART II: TERMS AND CONDITIONS OF THE CONTRACT

ARTICLE 1: JOB TITLE, JOB DESCRIPTION AND WORKPLACE

1.1. Job title: [Job title in Vietnamese, e.g.: Marketing Executive, Software Engineer, Sales Staff]

1.2. Main job description: (During the probation period, the Employee shall perform the following duties)

1.3. Workplace: [Specific working location of the Employee. If there are multiple locations or job rotation, clearly specify, e.g.: At the Company’s office at [Address], or other locations as required by the job with prior notice.]

ARTICLE 2: PROBATION PERIOD

2.1. Probation period: The Employee shall work under a fixed-term probationary contract of months, from to

ARTICLE 3: SALARY AND BENEFITS DURING THE PROBATION PERIOD

3.1. Probationary salary: [Amount] VND/month ([Amount in words] Vietnamese Dong). The Employee shall receive 85% of the salary stated in Article 3.1 during the probation period.

3.2. Salary payment method: Bank transfer to the Employee’s bank account.

3.3. Salary payment time: On the [specific date, e.g.: the 5th day or the last day] of the following month.

3.4. Other allowances (if any): [Specify clearly, e.g.: lunch allowance, phone allowance, travel allowance, and corresponding amounts. If none, state “None”.]

3.5. Overtime policy (if any): In accordance with the provisions of the Vietnamese Labor Code.

3.6. Other benefits: During the probation period, the Employee is not subject to compulsory social insurance, health insurance, or unemployment insurance. However, the Employer may consider providing accident insurance or other benefits (if any) in accordance with company policy.

ARTICLE 4: WORKING HOURS AND REST TIME

4.1. Working hours: [Number] hours/day, [Number] days/week. Specifically: From [Start time] to [End time], on [Working days, e.g.: Monday to Friday].

4.2. Rest time:

Break time: [Number] minutes per working day.

Weekly rest: [Number] days per week, usually [e.g.: Saturday and Sunday].

Public holidays and Tet holidays: In accordance with the Vietnamese Labor Code.

Annual leave: The Employee is not entitled to annual leave during the probation period.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. Rights and obligations of the Employer (Party A)

Rights:

To require the Employee to perform work in accordance with the agreed job title, job description, and quality standards.

To evaluate the Employee's competence and attitude during the probation period.

To terminate the probationary contract in accordance with Article 6 of this Contract.

To require the Employee to comply with the Company's labor regulations, working procedures, and occupational safety and hygiene rules.

Obligations:

To pay salary fully and on time, including allowances (if any), in accordance with Article 3.

To provide necessary working conditions, equipment, and tools for the job.

To ensure a safe and hygienic working environment.

To notify the Employee of the probation result upon completion of the probation period.

5.2. Rights and obligations of the Employee (Party B)

Rights:

To receive salary fully and on time, including allowances (if any), in accordance with Article 3.

To work in a safe and hygienic environment and be provided with necessary tools and equipment.

To terminate the probationary contract in accordance with Article 6 of this Contract.

To be informed of the Company's internal rules and regulations.

Obligations:

To fully and timely perform assigned duties in accordance with the job title and job description.

To comply with the Company's labor regulations, working procedures, and occupational safety and hygiene rules.

To protect the Employer's assets and business secrets, technological secrets in accordance with the law and Company regulations.

To maintain a cooperative, honest, and professional working attitude.

ARTICLE 6: TERMINATION OF THE PROBATIONARY CONTRACT

6.1. During the probation period, either Party may terminate this Contract without prior notice and without compensation if:

- a) The probation results do not meet the Employer's requirements.
- b) The Employee does not wish to continue working.
- c) The Employee seriously violates labor regulations, rules, or company policies.
- d) Other cases as prescribed by law.

6.2. Upon completion of the probation period, the Employer shall notify the Employee in writing (or other accepted forms) of the probation result.

6.3. If the Employee meets the probation requirements and both Parties agree to continue the employment relationship, the Employer shall sign an official labor contract with the Employee in accordance with Vietnamese law.

ARTICLE 7: CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1. The Employee undertakes to absolutely keep confidential all business, financial, technical, technological, customer data, strategic, and other confidential information of the Employer that the Employee accesses during employment. This confidentiality obligation shall remain effective even after termination of this probationary contract.

7.2. All products, documents, inventions, ideas, initiatives, or any other creative works created or developed by the Employee within the scope of the probationary work or using the Employer's resources shall belong to the intellectual property ownership of the Employer.

ARTICLE 8: DISPUTE RESOLUTION

8.1. Any disputes arising from or related to this Contract shall first be resolved through negotiation and mediation.

8.2. If negotiation or mediation fails, the dispute shall be resolved by a competent Vietnamese court in accordance with Vietnamese law.

ARTICLE 9: MISCELLANEOUS

9.1. This Contract is made in two (02) bilingual copies in Vietnamese and Chinese, both having equal legal validity. Each Party retains one (01) copy.

9.2. In case of any discrepancy between the Vietnamese and Chinese versions, the Vietnamese version shall prevail in Vietnam.

9.3. Matters not stipulated herein shall be governed by the Vietnamese Labor Code and relevant legal documents.

9.4. This Contract shall take effect from the date of signing.

IN WITNESS WHEREOF, the Parties confirm that they have read, understood, and voluntarily signed this Contract.

EMPLOYEE

(Signature, full name)

EMPLOYER

(Signature, full name, and company seal)