

6 May 2021

**Ms. Nou Sonique**  
Khmer ID No.: 0000000  
Address:

## FIXED DURATION CONTRACT OF EMPLOYMENT

Dear **Ms. Sonique**,

We are pleased to offer you an employment as a **Sales Executive** in the **Sales & Marketing** Department, subject to the following terms and conditions of employment.

- 1 Commencement and salary**  
Your employment shall commence on **10 May 2021** and your monthly gross basic salary shall be **USD00** (US Dollars ..... only). You shall be responsible for your personal income tax as required by the Law of Kingdom of Cambodia.
- 2 Line of Authority**  
You will be directly report to **Managing Director** of the Company, or to such other person assigned by the management.
- 3 Probation**  
You will be required to serve a probationary period of Three (3) months, upon satisfactory completion of which you will be confirmed.
- 4 Validity of Service Contract**  
This service contract shall be valid for **Two (2) years** from date of official appointment until **9 May 2023**. Subsequent renewal/extension of the contract shall solely depend on your work performance and service requirement.
- 5 Hours of Work**  
You will be required to work a minimum of forty-eight (48) hours per week, 6 days a week (excluding meal break). Your hours of work, including shifts or split hours will be determined by the Company's operational requirements.
- 6 Assignment**  
You may be re-designated, transferred or re-assigned duties; and your responsibilities may change from time to time at the discretion of the Company.
- 7 Termination**  
The notice period for termination of employment (must be in writing) or salary in-lieu-of the required notice of termination and shall be as follow:

During probation	One (1) Week
Upon confirmation	One (1) month

Notwithstanding the above, the Company reserves the right at all times to terminate your service immediately if you should be guilty of misdemeanour, misconduct, negligence or any breach of any of the terms of this offer of employment or any other conditions of service or rules and regulations laid down by the Company from time to time for all members of its staff.

The Company will only agree to discharge your responsibility and liability upon the condition that you have conducted a formal handover and your successor has concurred that you have been briefed clearly of your works.

In the event of summary dismissal of the EMPLOYEE by the EMPLOYER due to:

- a) Gross misconduct breach or non-observance of major rules and regulations.
- b) Theft or other breach of laws in the Kingdom of Cambodia.
- c) Repeated non-compliance of Company's policies or failure to carry out legitimate instructions of the Management in general.
- d) Dishonesty or theft including illegal possessions of the Company property or guests or fellow employee's property.
- e) Uncontrolled temper causing bodily harm
- f) Fighting, threatening, intimidation, compelling or interference with fellow employees or guests in the hotel premises.
- g) Possession within the Company's premises of firearms, explosives, drugs, illegal items or publications banned by the government.
- h) Being under influence of drugs or alcohol while on shift.
- i) Committing immoral conduct, actions of indecency, touting or soliciting for purposes of prostitution.
- j) Deliberate damage to property of Company, guests and/or others.
- k) Unauthorized absence from work 3 consecutive days or more.
- l) Failure or refusal to submit to a search when required to do so by Company security.
- m) Committing political activities in the Company/engaging in illegal strikes.
- n) Conviction by any court of law for any criminal offense.
- o) Repeat of violation during the final warning.

#### 8 **Duties**

You will be required to undertake such duties as would be assigned to you in the proper performance of your employment. Your place of work shall be at **Viphou Consultant** situated at Khnar Village, Sangkat Chhreav, Siem Reap City and Province, Cambodia.

#### 9 **Best Endeavour**

You shall devote the whole of your time, knowledge, skill and attention in the performance of your duties with the **Company** and attend at the premises where you shall from time to time be posted by the **Company** on such days including, if the exigencies of work so require, Sundays and Public Holidays and at such hours as may be required.

#### 10 **Confidential Information**

You shall not disclose or divulge at any time during your service with the Company or thereafter, any confidential information, secrets, transactions or information in or relating to the business of the Company which may come within your knowledge or possession in the course of your employment with the Company and which should not be disclosed, divulged or made public save in the course of the performance of your duties.

#### 11 **Conflict of Interest**

You shall not at any time during your service with the Company either directly or indirectly (without prior consent from the Company) engage or interest yourself, whether for reward or gratuitously, in any work or business other than relating to your duties in the Company or undertake any office that such outside engagements or interest may not interfere with the performance of your duties in the Company.

In addition to the above terms and conditions of employment, all the employee's benefits are stated in **Appendix I**. If the above terms are acceptable by you, please sign and return the duplicate copy of this letter as confirmation of your understanding and acceptance of employment.



Yours sincerely,  
*For and on behalf of **Viphou Consultant***

[name]  
Managing Director

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**ACCEPTANCE**

I, **Nou Sonique**, accept the appointment of **Sales Executive** in the **Sales & Marketing** Department of **Viphou Consultant** on the above-stated terms and conditions of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX I: TERMS AND CONDITIONS OF EMPLOYMENT

- 1 Annual Increment**  
Salary review and adjustment will be at the absolute discretion of the Company.
- 2 Bonus**  
Bonus will be at the absolute discretion of the Company.
- 3 Sales Incentive**  
You will be entitled to a Sale Incentive. The sales incentive policy shall be changed from time to time at the absolute discretion of the Company.
- 4 5% Severance Pay**  
You will be entitled to a 5% severance pay upon the completion of your employment contract or at the event of employment dismissal by the employer without serious offences.
- 5 Overtime Work**  
Non-management associate will be entitled to overtime compensation at the rate of 150% if overtime work on normal working days, and at the rate of 200% if overtime work on day off / vacation / public holiday or night time between 22:00 to 5:00. The overtime could be paid in cash or time-in-leu at the absolute discretion of the Company.
- 6 Night Shift Allowance**  
The associate who works night shift between 22:00 to 5:00 will be entitled to night shift allowance at 30% on top of basic salary based on the actual worked hour(s).
- 7 Public Holidays**  
Local public holidays will be taken in accordance with the Labour Law of Kingdom of Cambodia.
- 8 Annual Leave**  
You will be entitled to eighteen (18) days of paid annual leave per year or 1.5 days per month. The annual leave will be entitled or cleared upon the confirmation of probation.
- 9 Sick Leave**  
Upon successfully completion of probation, you shall be eligible for paid sick leave, Seven (7) days per year on the certification of the Company's appointed doctor or other recognized hospital or clinic.
- 10 Hospitalization Leave**  
Upon successfully completion of one (1) year employment service, the associate shall be eligible for hospitalization leave up to six (6) months with 100% paid for 1<sup>st</sup> month, 60% paid for 2<sup>nd</sup> and 3<sup>rd</sup> month, and 0% paid from 4<sup>th</sup> month.
- 11 Maternity Leave**  
A female associate shall be granted 90 days of maternity leave and paid 50% of salary if the employment is less than one (1) year, and paid 100% if the employment is up to or more than one (1) year from the date of delivery.
- 12 Special Leave**  
Upon confirmation of probation, you will be qualified for Seven (7) days of special leave per year in the event of marriage, paternity, compassionate, child's marriage, illness of spouse, children and parents.
- 13 Group Personal Accident Insurance, NSSF Insurances and Pension Scheme**  
You will be qualified to the group personal accident of insurance at the absolute discretion of the Company. The NSSF insurance and pension scheme will be according to the Cambodia Labor Law.
- 14 Duty Meal**  
The associate is entitled to one duty meal or two meals under split shift or overtime as requested by the manager.

**15 Uniforms & Laundry**

Where an associate is required to wear uniform, such uniform shall be supplied and laundered by the Company without cost to the employee.