

# EMPLOYMENT CONTRACT

This employment contract (hereinafter referred to as “Contract”) has been concluded by and between the following Contracting Parties:

Name: .....  
Registered office .....  
Identification No.: .....  
Registered in Companies Register maintained with .....

(Hereinafter referred to as “Employer”)

and

Name: .....  
Passport No.: .....  
Date of Birth: .....  
Resident at .....

(Hereinafter referred to as “Employee”)

The Employer and Employee have agreed on the following conditions on which the Employee will work with the Employer:

## I.

### **Kind of work/work commencement date/ Term of Employment**

- 1.1. The Employee shall be employed with the Employer in the position.....
- 1.2. The agreed work commencement date is .....
- 1.3. Prior to the execution of the present Contract, the Employer acquainted the Employee with his/her rights and obligations arising herefrom, including employment and salary conditions of the job. Upon the beginning of work, the Employee shall be acquainted with the rules of employment and legal and other regulation providing for safety and health protection, which the Employee shall comply with his/her work (Section 35, Paragraph 2 of the Labour Code).
- 1.4. The employment relationship shall commence on the Employee’s first day of work, as stated in above, and from that day the Employer shall be obliged to assign the Employee jobs and tasks in accordance with the Employment Contract, to pay to the Employee a salary for the work he/she has performed, and to observe other employment terms and conditions stipulated by legal regulations and/or the Employment Contract.
- 1.5. This Contract has been concluded for a definite period of time till .....

**II.**  
**Place of work/Business trips**

- 2.1. Agreed place of work is.....
- 2.2. The Employer shall be entitled to send the Employee to business trips for whatever period of time may be necessary, including destinations outside the Czech Republic, where the Employee will perform work in accordance with instruction of the Employer. All the expenses emerged from the business trip shall be borne by the Employer.
- 2.3. The Employee has the rights to deny working on the business trip or at the place of work which is not agreed in this employment contract, if it is considered inappropriate or unsafe or the working conditions are not in accordance with this employment contract.

**III.**  
**Salary**

- 3.1. Net salary is set to ..... The salary shall be payable, in accordance with the Employee's request, by a bank transfer on the \_\_th day of the calendar month following the month in which the work was performed.
- 3.2. Depending on the quality and extent of work assignments completed by the Employee, he/she may be paid a bonus granted and determined by the Employer. The bonus is payable with the salary.

**IV.**  
**Work time/Overtime**

- 4.1. The work time is set as regular in accordance with the Labour Code and it shall not exceed 8 hours a day and 40 hours a week. The scheduling of the working time shall be set the Employer in accordance with the limits set by the Labour Code.
- 4.2. If the Employee works more than the usual hours on the regular working day, the Employee shall be paid a premium for overtime at the rate of .... CZK per every hour overtime. (25% of average earnings of the Employee.)
- 4.3. If the Employee works on public holidays the Employee shall be paid a premium in the amount of the Employee's average earnings.
- 4.4. An employee is entitled to the attained wage and a premium of at least 10% of his/her average earnings for hours of work performed on agreed weekly day off.

**V.**  
**Holiday**

- 5.1. The basic allocation of holiday will be 4 weeks. The employee is entitled to his/her average wage for the period of holidays.
- 5.2. The day of commencement of holiday will be set by the Employer with regard to justified interests of the Employee.
- 5.3. Holiday should be announced at least 14 days prior to its commencement.

## **VI. Obligations of the Employer**

- 6.1. The Employer undertakes to create and provide reasonably favourable working conditions for the Employee, making it possible for the Employee to fulfil all his/her obligations arising from the present Contract
- 6.2. The Employer is obliged to pay duly the statutory payment of social and health insurance in accordance with the legal rules.
- 6.3. The Employer is obligated to register the Employee with the local social and health insurance offices.
- 6.4. The Employer is obligated to arrange for the Employee all the necessities for the visa and work permit issuance. The Employer is obliged to pay all the costs related to obtaining the visa and the work permit for the Czech Republic, and that also repeatedly.
- 6.5. The Employer is obliged to provide and pay all costs related to the accommodation of the Employee at the place of the work performance
- 6.6. The Employer is obliged to bear the costs for the air ticket Bangkok-Prague and Prague – Bangkok for the Employee upon the following cases:
  - the termination of the employment period
  - the Employer unilaterally terminates the contract by a notice
  - the Employer and the Employee agree to extend the employment period. In this case the Employee is entitled to have the return ticket to Thailand for holiday before the continuation in work paid by the Employer or upon their agreement.
- 6.7. The Employer shall pay all the costs for mass transportation means used by the Employee.
- 6.8. The Employer shall provide to the Employee meals on the working day.
- 6.9. The Employer is obliged to provide working uniforms for the Employee if the employee is obliged to use those at the performance of work.
- 6.10. In the event of death of the Employee, the Employer shall manage the body to the Kingdom of Thailand at his expense.
- 6.11. The Employer shall not force the Employee to provide any erotic massage or any sexual related activities.

## **VII. Obligations of the Employee**

- 7.1. The Employee is obliged to perform his/her work personally, duly and according to the instruction of the Employer. Further, the Employee is obliged to maintain working discipline, to follow the Employer's working regulations and internal regulations, health protection and occupational safety regulations related to the work performed by Employee.
- 7.2. The Employee is obliged not reveal confidential information or trade secrets of Employer that he/she has learned during performance of his/her work, in particular information related to Employer's know-how, Employer's system of work, its business relations and contracts and internal organization of its business activities.
- 7.3. The Employee is obliged to inform the Employer about the failures and defects at the workplace that might endanger the safety and health.
- 7.4. The Employee shall immediately inform the Employer on his/her work injury if it is possible with regard to his/her state of health, or a work injury of any other person at the workplace he/she has witnessed.

**VIII.**  
**Termination**

8.1 The present Contract may be terminated by either of the Parties for any of the reasons stipulated in the Labour Code by a written two-month notice.

**IX.**  
**Final Provisions**

- 9.1. The contents hereof can be changed or amended by an agreement between the Employer and the Employee. Any changes hereof or amendments hereto shall be made in writing
- 9.2. Rights and obligations of both contracting parties are governed by the Labour Code and other legal regulations of the Czech Republic.
- 9.3. This Contract shall come into force and effectiveness on the day of its signing by the Employer and the Employee.
- 9.4. This contract is drafted in two counterparts in English language and in two counterparts in Thai language, one of each shall get the Employer and one of each shall get the Employee. The English version is decisive.
- 9.5. The Employee hereby agrees that the Employer may process and use his/her personal data for the purpose of and in the necessary extent as set out by labour-law regulations and Act No. 101/2000 Coll. for the duration of the employment arising from the present Employment Contract.
- 9.6. Both the Employer and the Employee have duly read this Contract, agree with its contents and witness thereof signing it.

Date:

Date:

.....  
(.....)

Employee

.....  
(.....)

Employer

.....  
(.....)

Witness

.....  
(.....)

Witness