**EMPLOYMENT CONTRACT**

THIS AGREEMENT is dated \_\_\_\_\_\_\_\_\_\_ (the “**Agreement**”).

**Parties**

1. **\_\_\_\_\_\_\_\_\_\_**, a \_\_\_\_\_\_\_\_\_\_ incorporated established under the laws of \_\_\_\_\_\_\_\_\_\_ with its registered office address at \_\_\_\_\_\_\_\_\_\_ and Company Number \_\_\_\_\_\_\_\_\_\_ (the "**Employer**" or "**we**" or "**us**"),
2. **\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_** of \_\_\_\_\_\_\_\_\_\_, HKID/Passport No. \_\_\_\_\_\_\_\_\_\_ (the “**Employee**” or “**you**”),

Hereinafter individually or collectively referred to as the "**Party**" or the "**Parties**".

**Agreed terms**

1. **KEY TERMS**

|  |  |
| --- | --- |
| Position : | \_\_\_\_\_\_\_\_\_\_ |
| Start date : | \_\_\_\_\_\_\_\_\_\_ |
| Duration : | Fixed term of \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_ |
| Remuneration : | \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ plus commisssion |

1. **DEFINITIONS AND INTERPRETATION**
   1. The following definitions and rules of interpretation apply in this Agreement:

**Confidential** **Information:** information in whatever form (whether or not recorded in writing) and wherever located relating to the business, affairs, finance, or connections of the Employer, any Group Company and their directors, officers, clients, customers, and suppliers, that is for the time being confidential or commercially sensitive. Confidential Information includes: any trade secrets, technical data, proprietary information, business processes or methods, or any know-how relating to the business or affairs of the Employer or of any Group Company, whether or not such information is marked confidential; but does not include any information that is already in, or comes into, the public domain other than through unauthorised disclosure.

**Group:** the Employer, together with any of its subsidiaries, its holding company, and fellow subsidiaries of its holding company, and **Group** **Company** means any one of them.

**Intellectual Property Rights:** all intellectual property rights that subsist now or will subsist in future in any part of the world, including (a) patents, inventions and discoveries, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, utility models, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and (b) all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

**Moral Rights:** the right (a) to be attributed or credited as the author of a work; (b) not to have his work treated in a derogatory way; and (c) not to have a work falsely attributed to him as author, and any other similar right capable of protection under the laws of any relevant jurisdiction.

**Start Date:** such date as stated in Clause 1.

* 1. Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement.
  2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
  3. A reference to writing or written includes fax and email unless otherwise provided.

1. **RIGHT TO WORK IN HONG KONG**
   1. Your employment is subject to you having a valid right to work in Hong Kong. Where such right is about to expire or is terminated on any ground, you must immediately notify us.
   2. Upon our request, you must produce evidence to our satisfaction of your right to work in Hong Kong.
2. **LICENCES**
   1. Your employment is conditional upon you obtaining, holding, and maintaining all necessary licences required in the performance of your position in the applicable geographical area. In your position as \_\_\_\_\_\_\_\_\_\_ you are required to obtain, hold, and maintain the following licence(s): \_\_\_\_\_\_\_\_\_\_.
   2. If you fail to obtain, hold, or maintain such licences referred to in this clause, it will be a breach of your employment terms and we may suspend you from your duties, change your duties or position, or terminate your employment at our discretion.
3. **TERM OF EMPLOYMENT**

\_\_\_\_\_\_\_\_\_\_he employment will commence (or be deemed to have commenced) on the Start Date for a period of \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_ (the “**Term**”).

1. **DUTIES**
   1. You are employed in the \_\_\_\_\_\_\_\_\_\_ position as stated in Clause 1., or such other role as we may require from time to time having regard to the needs of the business and your skills, qualifications, and experience.
   2. Your main duties will be \_\_\_\_\_\_\_\_\_\_. You will also perform such functions and duties as we may from time to time assign to you and fulfil any duties and responsibilities as are required by, inherent in, or consistent with your position or role.
   3. During the employment, you will:
      1. work at \_\_\_\_\_\_\_\_\_\_ as the normal place of work, and such other locations as we reasonably require from time to time to meet our business needs and for the proper performance of your duties;
      2. conform to such hours of work as may from time to time be reasonably required by us, provided that you will be entitled to receive such amount of additional remuneration for work performed outside of normal office hours as agreed with us;
      3. conform to such hours of work as may from time to time be reasonably required by us. For the avoidance of doubt you will not be entitled to receive any additional remuneration for work performed outside normal office hours;
      4. travel and work outside Hong Kong as directed by us from time to time provided that you will not be required to permanently reside outside Hong Kong;
      5. unless prevented by incapacity, devote the whole of your time, attention, and abilities to our business; and
      6. use your best endeavours to promote, protect, and develop our business.
2. **REMUNERATION**
   1. You will be paid a basic salary of \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_.
   2. Your salary will accrue daily and be payable every two (2) weeks in arrears on or about such date as agreed but in any event within seven (7) days from the end of the two (2) weeks.
   3. Your salary will accrue daily and be payable weekly in arrears on or about such date as agreed but in any event within seven (7) days from the end of the week.
   4. Your salary will be payable daily.
   5. The first and last salaries will be paid on a pro rata basis for the number of calendar working days worked on the first and last Salary Period of the employment respectively.
   6. You are entitled to receive a commission each \_\_\_\_\_\_\_\_\_\_ (the “**Commission Cycle**”) equivalent to \_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_ by you in addition to your basic salary.
   7. You are entitled to receive a commission each \_\_\_\_\_\_\_\_\_\_ (the “**Commission Cycle”**) calculated on the following basis in addition to your basic salary:

|  |  |
| --- | --- |
| **Quota attained** | **Percentage of commission** |
|  |  |

* 1. You are entitled to receive a commission each \_\_\_\_\_\_\_\_\_\_ (the “**Commission Cycle**”) calculated on such basis as set out in our commission policy, a copy of which is attached to this Agreement.
  2. Your commission will be payable for each Commission Cycle in arrears.
  3. You will be entitled to join the medical insurance scheme maintained by us during your employment. Your entitlements are subject to such terms and rules that we may establish or vary from time to time.
  4. You will be entitled to the following allowances per Salary Period:

|  |  |
| --- | --- |
| **Type of allowance** | **Amount (****\_\_\_\_\_\_\_\_\_\_)** |
|  |  |

1. **EXPENSES**

We will reimburse you for all proper and reasonable out-of-pocket expenses actually incurred by you in the performance of your duties upon presentation of supporting statements, receipts, or vouchers.

1. **HOURS OF WORK**

Your normal working hours will be \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_, including a meal break of one (1) hour each day at such time as agreed with us.

You will work shifts \_\_\_\_\_\_\_\_\_\_.

1. **HOLIDAYS**
   1. Subject to Clause 10.2, you are not required to work on statutory holidays (“**Holidays**”).
   2. We may ask you to work on a statutory holiday, provided that you are given an alternative holiday and are properly notified in accordance with the Employment Ordinance (Cap 57).
2. **SICK LEAVE**
   1. You are entitled to sick leave in accordance with the provisions of the Employment Ordinance (Cap 57) and our sick leave policy.
   2. We may require you to produce a medical certificate on your return from sick leave taken.
3. **MANDATORY PROVIDENT FUND (MPF)**
   1. You will be eligible to join our MPF scheme and your membership will commence with effect from the Start Date. Your entitlements are subject to the terms and rules of the MPF scheme that may be varied from time to time.
   2. We (and, where applicable, you) will make the applicable amount of mandatory contributions to the MPF scheme in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap 485).
4. **WORK ARRANGEMENTS DURING TYPHOONS AND RAINSTORMS**

When typhoon signal no. 8 or above is hoisted, or when the black rainstorm warning is in force, you will not be required to work and no salary or benefits will be deducted during this period. You are required to resume duty if typhoon signal no. 8 is lowered, or the black rainstorm warning is cancelled, not less than \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_) hours before the close of working hours.

When typhoon signal no. 8 or above is hoisted, or when the black rainstorm warning is in force, you are required to work and are entitled to a typhoon allowance of \_\_\_\_\_\_\_\_\_\_.

When typhoon signal no. 8 or above is hoisted, or when the black rainstorm warning is in force, you are required to work and are entitled to reimbursement of extra travelling expenses.

You are required to work when typhoon signal no. 8 or above is hoisted, or when the black rainstorm warning is in force.

1. **COVID-19**

In the immediate context of COVID-19 pandemic, you agree to the following:

* 1. COVID19 working terms and conditions:

\_\_\_\_\_\_\_\_\_\_

* 1. Health and safety

You agree to share responsibility for achieving safe working conditions at the workplace. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment, if any, to reduce the risk of infection at work as far as possible.

* 1. Contracting COVID-19

In case you observe any symptoms of COVID-19, you will get yourself tested for COVID-19 from a government approved COVID-19 test center. You will inform us about the results of the test within reasonable time and if the report is positive, you will stay in quarantine for a minimum of fourteen (14) days from the date of the report. After your quarantine ends, you may only enter the office premises after a negative COVID-19 test report and complete adherence to COVID-19 safety guidelines issued by us from time to time.

* 1. Returning to work after a lockdown or COVID-19 control measures

You agree to:

* + 1. follow the public health advice and guidance;
    2. follow any specific procedures and instructions from us to keep safe;
    3. adopt good hygiene practices, such as frequent hand washing, use of hand sanitizers, respiratory etiquette and physical distancing;
    4. get professional healthcare advice if you are unwell;
    5. not go to work if you have any symptoms of COVID-19 such as fever, cough, shortness of breath is observed in you or your in-house residents;
    6. when travelling to and from work, travel alone if using personal car for work or at a maximum travel with one other passenger who should adhere to physical distancing guidelines and keep hand sanitisers and cleaning equipment for the work vehicle;
    7. if using public transport, wear a face covering.

1. **EMPLOYEE PROTECTIONS**

You are entitled to all other rights, benefits, and protection under the Employment Ordinance (Cap 57), the Minimum Wage Ordinance (Cap 608), the Employees' Compensation Ordinance (Cap 282), and any other relevant labour legislation.

1. **POLICIES AND PROCEDURES** 
   1. You must adhere to all our company policies, procedures, practices, and guidelines as published and updated from time to time, including any policies regarding how personal data (as defined in applicable data protection laws or regulations) should be handled.
   2. A copy of our policies currently in force will be made available to you. It is important that you become familiar with, and abide by, the policies (as amended from time to time).
   3. Failure by you to comply with our rules, policies, and procedures as set out in our published policies may be grounds for disciplinary action, including termination of your employment.
   4. You acknowledge that terms of the policies do not form part of this Agreement and are not intended to be contractual in nature, and that we may vary or cancel any policy or procedure from time to time in our absolute discretion.
2. **CONFIDENTIAL INFORMATION**
   1. In the ordinary course of your employment, you will have access to Confidential Information. Such information may not be readily available to competitors of the Employer or the general public, and if disclosed could cause significant harm to the Employer, the Group, or their clients, customers, or suppliers.
   2. You undertake not to, whether during or after termination of your employment howsoever arising, disclose or divulge to any person, company, or organisation, or otherwise make use of, any Confidential Information, except:
      1. as required by applicable law, a court of competent jurisdiction, or any governmental or regulatory authority;
      2. as authorised by us in writing; or
      3. as required in the proper course of your duties.
   3. If you become aware of any suspected or actual unauthorised use or disclosure of any Confidential Information, you must immediately notify us.
   4. If you fail to comply with your obligations under this clause, you may face disciplinary action and/or summary dismissal.
   5. Any documents, materials, records, storage of any kind, or tangible items of any nature generated, accessed, or acquired by you in the course of your employment that contain any Confidential Information is and remains our property. At any time upon our request, and in any event upon termination of your employment howsoever arising, you must return to us all such property that is in your possession or under your control.
   6. You undertake to, upon our request, delete all Confidential Information from any reusable material and/or destroy all other records, storage, or tangible items in your possession or under your control that contain any Confidential Information.
3. **INTELLECTUAL PROPERTY**
   1. You acknowledge that all Intellectual Property Rights created or generated by you (whether alone or with any other persons) in the course of, in connection with, or arising out of your employment with us, including any Intellectual Property Rights created:
      1. before this Agreement is signed;
      2. outside working hours and/or outside your workplace; or
      3. using the Employer's property (including intellectual property), resources, or Confidential Information,

belong to the Employer and are vested in the Employer (or will vest in the Employer upon creation).

* 1. You may have Moral Rights (and all similar rights in any jurisdiction) in the Intellectual Property Rights created or generated by you. To the extent permitted by law, you waive your Moral Rights and consent to all or any acts or omissions by the Employer (or persons authorised by the Employer) or its successors or assignees in respect of the Intellectual Property Rights created or generated by you.
  2. You must disclose to us everything in which Intellectual Property Rights may subsist. You agree to promptly execute all documents and do all acts as may, in our opinion, be necessary to give effect to this clause.

1. **TERMINATION BY NOTICE OR PAYMENT**
   1. Either Party may terminate the employment with \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_ of notice.
   2. Upon termination of your employment howsoever arising, you must return all our property that is in your possession. You will be liable to reimburse us for any loss of or damage to such property, except for fair wear and tear. The amount of such loss or damage shall be deducted from your final pay within the limits provided by the Employment Ordinance (Cap 57).
   3. At any time after termination, you must not represent yourself as connected with us in any capacity, other than as a former employee, or use any registered names or trading names associated with us.
2. **TERMINATION WITHOUT NOTICE**
   1. We may terminate your employment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you:
      1. are guilty of any gross misconduct affecting our business;
      2. commit any serious or repeated breach of any of the provisions of this Agreement, or refuse or neglect to comply with any reasonable and lawful directions we may give you; or
      3. are, in our reasonable opinion, negligent or incompetent in the performance of your duties.
   2. Our rights under this clause are without prejudice to any other rights that we might have at law to terminate the employment or to accept any breach of this Agreement by you as having brought the Agreement to an end. Any delay by us in exercising our rights to terminate will not constitute a waiver of these rights.
3. **PERSONAL DATA**

In the course of your employment, you have provided or you will provide us with your personal data (as defined under applicable data protection laws and regulations). We will comply with our obligations under such applicable laws and regulations. You should familiarise yourself with our personal data protection policies and notices to understand why and how your personal data is collected and processed by us. Your rights regarding your personal data (for example a right to request access to or correction of your personal data held by us) are set out in our personal data protection policies and notices as published and updated from time to time.

1. **WAIVER**

The failure of either Party at any time to insist on the performance of, or to exercise a right or remedy under, any provision of this Agreement is not a waiver of its right at any later time to insist on the performance of, or exercise a right or remedy under, that or any other provision of this Agreement.

1. **SEVERANCE**

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision will be deemed deleted. Any modification to or deletion of a provision under this clause will not affect the validity and enforceability of the rest of this Agreement.

1. **ENTIRE AGREEMENT**
   1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to its subject matter.
   2. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.
2. **CHANGES TO TERMS OF EMPLOYMENT**
   1. We reserve the right to make reasonable changes to your duties according to the needs of our operation. This may include change of your work duties or working hours and/or relocating you to a different workplace.
   2. We reserve the right to make reasonable changes to any term or condition of your employment, including your salary and other entitlements or benefits.
   3. In the event of any change to your employment terms, we will notify you of the details in writing. Such changes will be deemed to be accepted by you unless you notify us of your objection in writing as soon as practicable. Your objection will be processed in accordance with our dispute resolution procedures.
3. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

1. **RIGHTS OF THIRD PARTIES**

This Agreement is personal to the Parties. The provisions of the Contracts (Rights of Third Parties) Ordinance (Cap 623) do not apply to this Agreement. No person who is not a party to this Agreement (whether or not such person is named, referred to, or otherwise identified, or forms part of a class of persons so named, referred to, or identified in this Agreement) shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) to enforce this Agreement or to enjoy the benefit of any term of this Agreement.

1. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

**This Agreement has been entered into on the date stated at the beginning of it.**

*-The remainder of this page is intentionally left blank-*

**For and on behalf of** **\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | |  |  |  | | Signature | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Name | : |  | | Role | : |  | | Date | : |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | |  |  |  | | Signature | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Name | : |  | | Date | : |  | |

**I,** **\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_, hereby accept employment with** **\_\_\_\_\_\_\_\_\_\_ on the terms and conditions set out in this Agreement. I acknowledge that I have been given an opportunity to obtain professional advice with respect to the terms and conditions in this Agreement, and execute this Agreement freely and voluntarily with full understanding of its contents.**