

EMPLOYMENT AGREEMENT

This Agreement is made by and between:

A-M/S China Energy Engineering Group TianJin Electric Power Construction Co., Ltd Ogranak Beograd Serbia Branch having its registered office at Masarikov Trg 8a, Zemun, Beograd, Serbia hereinafter referred to as **THE First Party (Employer)**.

B-And Mr. [REDACTED] Of VIETNAM nationality, holder of Passport No/Civil ID No. [REDACTED], issued at VIETNAM hereinafter referred as **The Second Party (Employee)**

Have agreed as follows:

1-The Work Position: As of the effective of this Agreement, The Second Party shall work for The First Party in accordance with terms of this Agreement and any supplements thereto, as a [REDACTED]

2-Contract Duration: The effective date of this Agreement is corresponding to 12 months (twelve months) tentative, commencing (from [REDACTED]) is regarded as the exact date by mutual agreement and in the course of the first Thirty(30) days which shall be considered as probation period under provisions of the Serbia labor law. The First Party have right to terminate the agreement without any notice and liability if The Second party cannot pass the evaluation during the probation period. During the probationary period, if the worker does not meet the skill requirements will be paid according to the salary of the assistant (unskilled general worker). For the employees who meet the skill requirements, the salary will be kept as agreed.

The First Party will renew employee contract in one month advanced before the contract expired if The Second Party achieves **Qualified** in the evaluation for agreement renewal.

The First Party may terminate this contract because the project is end and No more work assigned to Party B.

3-Regular Working Hours:

A- The details depend on the arrangement of The First Party, and The First Party request the Second Party to work 9 hours per day, 26 days per month, the Second Party should comply with the request. The daily working hours will be timing from reaching job site to leaving job site except the break time arranged by The First Party. The First Party shall pay in Total [REDACTED] RSD/month in words: [REDACTED] RSD/month.

4- Wages and Welfare:

A-All the wages will be paid through [REDACTED] System in end of every month (Gregorian Calendar). [REDACTED]

B-Overtime Pay:

For work on designated rest days and holidays will be calculated overtime as per labor law of Serbia.

C-Food, Housing & Transportation (FHT) Allowance: The First Party will supply free food, housing, and transportation (from camp to work place) for the Second Party. The second party will live in the shared rooms according to company system and camp management standard, the second party is not allowed cooking in the room or break any room furniture artificially.

If the Second Party arranges FHT by himself, the First Party will pay _____ RSD /month in words _____ RSD/month as housing allowance, and _____ RSD /month in words _____ RSD/month as food & transportation allowance to Second Party.

D-Bonus of merit system: The First Party will constitute merit system for the Second Party per month. If the Second Party achieves Qualified, the First Party will pay monthly merit bonus _____ RSD /month in words _____ RSD/month.

The First Party will bear all the cost of change license (If have)

During waiting the license, The second party still have basic salary as agreement.

Payment of salary shall be paid for worker in Serbia currency (RSD) on 15th next month (Gregorian calendar). The second party will receive salary through bank card.

E-Vacation Leave Entitlement: The First Party provides ticket for Second Party from Vietnam to Serbia and From Serbia back to Vietnam after finishing the contract.

The second party shall enjoy 12 days for 12 months of continues service under this agreement. First party will pay the 100% of basic salary to the second party at the vacation period. And free round trip tickets will give to The Second party when finished contract after 1 year of continuous work, one way ticket will give to the second party in case not renewable contract; also, if the employee would like to go vacation or end the contract before 1 year of continuous work, The Second party will bear the air ticket and related cost.

F-Business trip: In case of any business trip(s) as required by The First Party, the itinerary and overnight accommodations will be arranged by The First Party, the concerned expense will be defrayed by The First Party; except food disbursements, which have been include in corresponding compensatory allowance.

G-Sick Leave: The Second can entitle sick leave due to non-work related injury or illness with medical report verified by medical agencies authorized by the company or local hospital for approval procedures.

H-Employee Medical and Insurance

The first party shall provide accident insurance, and also, medical treatment on jobsite to the Second party in case of sick or injuries caused by the job (the treatment charge will be 100% by first party).

After Civil ID issued by Serbia government, the first party will offer medical insurance to the second party. In cases of sick, injures, damages or death, the First Party shall compensate to the Second Party according to the compensation provided by the insurance company.

In case the second party dies of any reasons within the contract, the first party shall notify the information in writing to the second party's family immediately and implement all necessary procedures in Serbia, such as, funeral, cremation and transfer of corpse ashes to Vietnam with all related documents and properties belonging to the deceased at its the first party's expenses, excluding any activities in Vietnam.

In case of misfortune's accident or sickness the second party cannot perform his duty, the first party should arrange to repatriate the second party to Vietnam at the first party's expenses.

5- Project name:

Project Tire Factory Zrenjanin Serbia

6- Work Place

Southeast Zrenjanin Industrial Zone, Zrenjanin, Serbia

7- The First Party's Obligations:

A-The First Party shall provide suitable tools and equipment conditions necessary to enable the Second Party performing his duties.

B-The First Party shall pay contributions for the Second Party according to the Law in Serbia.

8- The Second Party's Obligations:

The Second Party shall present all concerned documents/certificates that the First Party requires for the job. The Second Party is responsible to keep valid of the said documents/certificates.

The Second Party shall unconditional submit the First Party's order that whenever it is necessary to do another job temporarily being not indicated in his main jobs as long as the other job is not mainly different from the nature of his position.

The Second Party shall have no right to be self-employed or directly or indirectly perform any job or service, or engage in any commercial activity, or work for any other person, whether with or without consideration; except as assigned to him by the First Party, as this agreement in effect.

The Second Party shall not divulge any information or business practices pertaining to the activity of The First Party.

The Second Party must observe all rules, regulations, directives and instructions issued by the First Party, and must so conduct himself as to avoid anything that would detract from his reputation or the reputation of the First Party. The Second Party must also abide by all general and local laws and

regulations in force within the territorial boundaries of Serbia, and respect its customs and traditions.

- **Termination:** Neither party may unilaterally cancel the contract except for legal, just and valid cause(s):

A- Termination by the First Party:

The First Party may terminate this contract because the project is end and No more work assigned to Party B.

The First Party may terminate this contract on grounds of suspended or cessation or cancelled of the undertaking project by Force Major such as politics, economy, nature disasters or/ is unable to continue in any cases, or due to retrenchment or prevent losses, by serving a written notice to the employee at least one (1) month before the intended date thereof and the second Party shall be paid salary and benefits in accordance with the contract to the last working day and buy ticket for the second Party come back Vietnam.

The First Party may also terminate this contract immediately on the following causes: unqualified, serious misconduct, willful disobedience of employer's lawful order, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, engaging in trade union activities. When employee violates customs, traditions and laws of Serbia, and/or terms of this Agreement, in this case the employee shall be paid salary and benefits in accordance with the contract to the last working day and the employee shall shoulder the expenses for visa and tickets and others.

- Termination by The Second Party: The Second Party may terminate this contract by serving one (1) month in advance written notice to the employer, and the return ticket will bear by employee. If failure to do so, the employee shall shoulder all expenses related to his behavior, include the visa and tickets and other expense. The Second Party may also terminate this Agreement without serving any notice to the First Party for any of the following just causes: serious insult by the First Party or his representative; inhuman and unbearable treatment accorded the Second Party by the First Party or his representative; and violation of the terms and conditions of the employment contract by the First Party or his representative in this case the Second Party shall be paid salary and benefits in accordance with the contract to the last working day and the The First Party shall shoulder the expenses for visa and tickets and others

0- Settlement of Dispute: All claims and complaints relative to the employment and regulations. In case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor office or any authorized representative of the either side. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in Serbia at the complaining party.

1- Applicable Law: Other terms and conditions of employment which are consistent with the above provisions shall be governed by the pertinent laws of Serbia.

12-Both Parties acknowledge that this agreement cancels and super cedes all agreements, contracts, and commitment prior to the date hereof, if any and after the execution of this Agreement, neither party shall claim to have any right, privilege or benefit than those mentioned herein. Exception is however, made in respect of the Second Party's right to end-of-services benefits and accrued unutilized annual vacation up to the date of execution of this Agreement.

13-The Second Party shall pay all the recruiting and visa expenses in case of the resignation before completion of this Agreement, if the resignation is without valid and just cause.

14- This Agreement is drawn up in two (2) counterparts, and all copies having been signed by the contents thereof presence of the witnesses of its execution. Each party received one counterpart to act accordingly.

15- In witness whereof, the Parties have caused this Agreement to be executed as of the date of First Party written above.

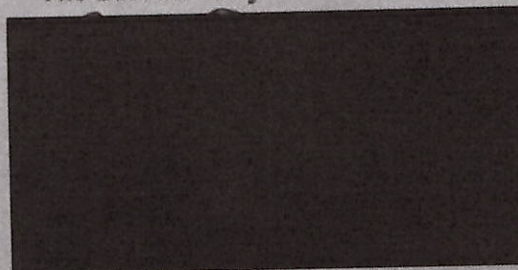
END

The First Party



Signed Date: _____

The Second Party



Signed Date: _____