



Yiyang Midway Trading Co.

益阳市米德伟贸易



YiXinYuan Building, YingBin Road, Yiyang, Hunan, China. 413000
Off: +86-737-6100242 Mob: +86-13307372424 WhatsApp: +8613337370424
 公司地址: 益阳市迎宾西路 268 号益欣园三楼

EMPLOYMENT CONTRACT(雇佣合同)

THIS EMPLOYMENT CONTRACT (this "Agreement")

Dated on: Month _____ Date _____ 20____

此雇佣合同（以下称“协议”）签订于：_____年____月____日

Employer(聘方): Yiyang Midway Trading Co.(The "Employer") 益阳米德伟贸易有限公司（即：聘方）
 Social Code(统一社会信用代码): 91430900760708386W

Employee(受聘方): _____
 Passport No.(护照号): _____
 Permanent Address(永久地址): _____

Company provide following positions to it's Cross Border Management Staff in overseas Branches or Agents or Representatives on Commission basis for the promotion of a company's products, brand and services in their respective countries and The Company will provide on Job Training to it's cross border Management Staff in China to gain work experience and knowledge about company's Product and Services .

公司以提成形式向其海外分支机构或代理人或代表的跨境管理人员提供以下职位，以便他们在各自国家推广公司的产品、品牌和服务，公司将为跨境管理人员提供在中国的在职培训，以获得有关公司产品和服务的工作经验和知识。

Different Job Titles offered by for Yiyang Midway Trading Co.

Cross Border Marketing Sales Management Staff :

(Country Manager) (Zonal Manager) (General Manager)(Marketing Manager) (Commission Sales Representative)

Foreign Language Interpreter or Foreign Language Consultant

(Cross Border Marketing Sales Manager or Representatives)

On job Trainee or Volunteer or Free Lancer to Gain Work Experience

(The "Employee")

益阳米德伟贸易有限公司为跨境营销销售管理人员提供不同职位：区域经理、总经理、营销经理、佣金销售代表、外语翻译或外语顾问、跨境营销销售经理或代表、以获得工作经验为目的的在职实习生、志愿者或自由职业者（即：受聘方）。

Training Program (On job Trainee or Volunteer or Free Lancer):

The On job Trainee or Volunteer should consider herself or himself as a Trainee and abide by the rules and regulation of the company same as regular employees.

The On job Trainee or Volunteer or free lancer , if working in company to gain work experience and knowledge or who wants to learn the new techniques and ways in their related field will have no salary, or free living or other fringe benefit mentioned in this contract as for the regular employees.

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The company will charge them _____ Yuan per month as a Training fee and place them in their related field in a company as a Pre Employment Training. The Training Time would be calculated according to the employee's ability varying from 3-6 months or 6-12 months time

On Job Training is especially for New Comers to company's business or fresh graduates or those who want to improve their ability before the formal work begins and are ready to gain work experience and learn new ways and techniques

- A. The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- B. The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

培训计划（在职实习生、志愿者或自由职业者）：

在职实习生或志愿者应将自己或自己视为实习生，应同正常员工一样遵守公司规章制度。

在职培训生、志愿者或自由职业者，如果在公司工作仅仅只为获得工作经验和知识，或希望学习相关领域的新技术和方法，将不能享受本合同中提及到的针对其他正式员工的所有待遇，将没有工资或免费居住或其他附带福利。

公司将每月向他们收取¥_____元/月作为培训费用，并将他们安排在相关领域进行岗前培训，培训时间将根据员工的能力计算，分别为 3-6 个月或 6-12 个月不等。

在职培训尤其适用于公司业务的新来者、应届毕业生，或那些希望在正式工作开始前提高能力、准备获得工作经验、学习新方法和技术的人。

A. 聘方认为受聘方具备必要的资格、经验和能力，能够在其业务中帮助聘方并使其受益。

B. 聘方希望雇佣该受聘方，且该受聘方已同意根据本协议规定的条款和条件接受并进入该雇佣关系。

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Time Limit depends on satisfactory performance of duties:

The employment of the Employee shall continue only as long as the services rendered or on job training by the Employee are satisfactory to the Company, regardless of any other provisions contained in this Agreement. The

Company shall be the sole judge as to whether the services or on job training of Employee are satisfactory or not.

考虑到上述事项以及本协议中规定的互惠互利和义务，本协议各方特此确认已收到并充分履行对价，协议双方达成如下协议：

合同期限取决于受聘方履行职责是否令人满意。

无论本协议中的任何其他规定如何，只要员工提供的服务或在职培训令公司满意，员工的雇佣关系才能继续。

对于员工的服务或在职培训是否令人满意，公司是唯一的评判者。

Commencement Date and Term

Signing Date: Month _____ Date _____ 20____ Signing date can be earlier, salary begins after joining date and after the completion of documentations of the employee from the government departments.

Joining Date: Month _____ Date _____ 20____

Expiry Date: Month _____ Date _____, 20____

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合同生效日期和期限

签订日期: _____年 ____月 ____日。签订日期可以提前, 工资从正式加入日期后并在受聘方完成政府部门的文件后开始。

加入日期: _____年 ____月 ____日。

终止日期: _____年 ____月 ____日。

1. **Job Title:** _____ (Cross Border Marketing Sales Manager or Representatives)

1、工作职位: _____ (跨境营销销售经理或代表)

2. **Job Description:** *Responsible for planning the promotion of a company's products, brand and services and introduce the product in its assigned area, city and country. Marketing sales representatives also spend time in the field, at client offices, attending events and working with vendors. Cultivating a cross border-marketing partnership with a new client, or conducting customer surveys. Perform the functions and duties of the commission representative. Commission Sales Representative in Company's assigned area, city and country.*

2、工作描述: 负责规划和推广公司产品、品牌和服务, 并在指定区域、城市和国家介绍产品。营销销售代表也会在现场、客户办公室、参加活动以及与供应商合作。与新客户建立跨境营销伙伴关系, 或进行客户调查。履行提成代表的职能和职责。在公司指定的地区、城市和国家委派销售代表。

3. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.

3、受聘方同意按照本协议规定的条款和条件受雇。受聘方同意接受聘方的一般监督, 并按照聘方的命令、建议和指示行事。

4. The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.

4、受聘方将履行聘方要求的、合理的、通常由在聘方行业或业务中担任类似职位的人履行的任何及所有职责。

5. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of the Employer or after a notice period required under law.

5、聘方可对受聘方的职称或职责进行变更, 前提是该变更对于聘方所在行业或业务中的类似职位而言是合理的。经聘方同意或在法律规定的通知期后, 受聘方的职称或职责可以通过协议进行变更。

6. The Employee agrees to abide by the Employer's rules, regulations, policies and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

6、受聘方同意遵守聘方的规章制度、政策和惯例, 包括与工作时间安排、假期和病假有关的规章制度、政策和惯例, 这些规章制度、政策和惯例可能会不时被采纳或修改。

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7. Employee Salary /Wage or Compensation (On Commission Basis)

Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") will include The Basic monthly Salary or wage is about Yuan 3500 to 5000 which is calculated on commission basis i.e. 5-10 % commission on total Export orders done by our Company and arrange by the employee. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.

The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.

Under this incentive structure, The Sales reps earn a flat percentage for every sale in his assigned area/city in his country. For example, imagine your company sells a product for \$100,000 with a commission rate of five percent. For each unit they sell, your reps would earn \$5,000 in commission.

The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

7、员工工资/薪金或补偿（按佣金计算）

根据本协议的规定，就员工提供的服务向员工支付的补偿（“补偿”）将包括基本月薪或工资约 3500 至 5000 元（按佣金计算），也就是由员工安排完成的出口订单总额的 5-10% 佣金为工资。

聘方有权根据法律规定从受聘方的补偿或任何其他形式的补偿中扣除任何适用的扣除额和汇款。

受聘方理解并同意，以奖金或其他类似激励报酬形式支付给受聘方的任何额外报酬将由聘方自行决定，受聘方不会因受聘方的雇佣而获得或增长任何激励报酬的权利。

在这种激励结构下，销售代表在其所在国家指定区域/城市的每次销售都会获得固定的百分比。例如，假设你的公司以 10 万美元的价格销售一种产品，佣金率为 5%。每卖出一台，你的销售代表将获得 5000 美元的佣金。

聘方将根据聘方不时生效的合法政策，向受聘方报销所有合理费用，包括但不限于受聘方因聘方业务而产生的任何差旅费和招待费。费用将在提交可接受的证明文件后的合理时间内支付。

8. Place of Work

The Employee's primary place of work will be at the following location:

Yiyang Midway Trading Co.

YiXinYuan Building, YingBin Road, Yiyang, Hunan, China. 413000

Company's client's premises

Other places of work would be informed later as per company's policy

The Employee shall devote his entire productive time, ability, and attention to the business of the Company during the term of this contract. However, at any time deemed necessary or advisable by the Company for business purposes, the Employee shall work at such other place or places as may be determined by the Company .

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8、工作地点:

受聘方的主要工作地点如下:

益阳米德伟贸易有限公司

中国湖南省益阳市迎宾路 268 号益欣园。413000

公司客户的场所:

其他工作地点将根据公司政策另行通知

在本合同期限内, 员工应将其全部生产时间、能力和精力投入到公司的业务中。但是, 在公司认为出于商业目的必要或可取的任何时候, 员工应在公司可能确定的其他地点工作。

9. Time of Work

However, the Employee will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Employee's Normal Hours of Work as deemed necessary by the Employer to meet the business needs of the Employer. Any 6 days in a week as a basic requirement of the job.

Working Time: 9:00 a.m to 6:00 p.m.

9、工作时间

但是, 在收到聘方的合理通知后, 受聘方将在聘方认为必要的正常工作时间之外额外工作, 以满足聘方的业务需求。一周内的任何 6 天都是工作的基本要求。

工作时间: 上午 9:00 至下午 6:00。

10. Employee Benefits

The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's employment booklets, manuals, and policy documents or as required by law. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

10、员工福利

根据聘方雇佣手册、指南和政策文件的法律规定或法律要求, 受聘方将仅享有当前可用的额外福利。如果聘方向受聘方发出 60 天的书面变更通知, 并规定对这些福利的任何变更通常是针对其他所有受聘方的, 而不是针对某一特殊受聘方的, 则聘方可自由支配的福利可能会发生变更, 且无需赔偿。

11. Vacation

The Employee will be entitled to two weeks of paid vacation each year during the term of this Agreement, or as entitled by law, whichever is greater. The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee. Upon termination of employment, the Employer will compensate the Employee for any accrued but unused vacation.

11、假期

在本协议有效期内, 员工每年有权享有两周的带薪年假, 或依法享有的带薪年假, 以较大者为准。任何假期的时间和日期将由聘方和受聘方双方协商确定。雇佣关系终止后, 聘方将补偿受聘方任何累计但未使用的假期。

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12. Duty to Devote Full Time

The Employee agrees to devote full-time efforts, as an employee of the Employer, to the employment duties and obligations as described in this Agreement. During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

12、全心尽力的责任

受聘方同意作为聘方的受聘方, 全力履行本协议所述的雇佣职责和义务。在受聘方积极受雇于聘方的期限内, 未经聘方书面同意, 受聘方不得直接或间接从事或参与聘方合理酌情决定认为与聘方的最佳利益相冲突的任何其他商业活动。

13. Contract Binding Authority

Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

13、合同约束机构

尽管本协议中明示或暗示了任何其他条款或条件, 但在未事先获得聘方明确书面同意的情况下, 受聘方无权为聘方或代表聘方签订任何合同或承诺。

14. Termination of Employment

Where there is just cause for termination, the Employer may terminate the Employee's employment without notice, as permitted by law.

The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of one (1) week or any minimum notice required by law.

If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with the greater of one (1) week or the minimum notice required by law. As an alternative, if the Employee co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow the Employer to find and train the replacement.

The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the compensation including any accrued vacation and banked time, if any, calculated to the Termination Date.

Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to compensation or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

14、终止雇佣关系

如果有正当理由终止雇佣关系, 聘方可以在法律允许的情况下, 不经通知终止雇佣关系。

受聘方和聘方同意, 聘方合理且充分的终止雇佣通知为一周或法律要求的任何最低通知中的较大者。

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如果受聘方希望终止与聘方的雇佣关系, 受聘方将向聘方提供一周或法律要求的最低通知期中的较大者。另一种选择是, 如果受聘方与替换人员的培训和发展合作, 那么如果已充分通知允许聘方找到并培训替换人员, 则受聘方需充分通知聘方。

受聘方或聘方规定的终止日期可能在当月的任何一天到期, 在终止日期后, 聘方将立即向受聘方支付任何未支付的补偿部分, 包括截至终止日期的任何累计假期和银行时间 (如有)。

15. Remedies

In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Employer at law or in equity, in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.

15、补救措施

如果受聘方违反或威胁违反本协议的任何规定, 受聘方同意聘方有权获得永久禁令, 除了但不限于聘方在法律或平等基础上享有的任何其他权利和补救措施, 为了防止或限制受聘方或受聘方的合伙人、代理人、代表、受聘方、受聘方和/或直接或间接代表受聘方或与受聘方一起行事的任何及所有人的任何此类违约行为。

16. Severability

The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

16、可分割性

聘方和受聘方承认本协议是合理、有效和可执行的。但是, 如果本协议的任何条款、约定、条件或规定被具有管辖权的法院认定为无效、无效或不可执行, 双方的意图是, 法院仅在其认为必要的范围内更改该条款的范围, 以使该条款合理且可执行, 且本协议的其余条款不会因此受到影响、损害或无效。

This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

Renewal depending on Smooth Cooperation

This contract may be renewed **Thirty days before expiry date** after mutual discussion depending on smooth cooperation in between employee and Company, if the employee's work is up to the satisfaction of the Company during his or her first year may renew contract **at least 30 days before expiry date** for the **next year as regular employee**.

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本协议构成双方之间的完整协议，没有进一步的口头或书面条款或规定。本协议各方规定，除本协议明确规定的陈述外，双方均未就本协议标的作出任何陈述。

协议续签取决于顺利的合作

根据员工与公司之间的顺利合作，经双方协商，本合同可在到期日前 30 天续签，如果员工在第一年的工作达到公司的满意度，可在到期日前至少 30 天作为正式员工续签下一年的合同。

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on:

Month _____ Date _____ 20 _____.

双方已于 _____ 年 _____ 月 _____ 日正式签署并盖章，以资证明。

Employer(聘方):

Name(名称): 益阳米德伟贸易有限公司

外事办主任 秦霞 (女士)

Address(地址): 中国湖南省益阳市迎宾西路 268 号

Signature(签字): _____

Employee(受聘方):

Name(姓名): _____

Passport No.(护照号): _____

Address(地址): _____

Signature(签字): _____

Approved By (审批人):

Mansoor Nasir Lughmani

Chief Executive Officer

(公司执行董事)

.....
The responsible person's Signature and Company's Stamp
(公司负责人签字并盖章)

Yiyang Midway Trading Company

(益阳市米德伟贸易有限公司)

Yingbing Road, near to Yiyang Train station

Suite 305-304-303 Yixinyuan Building,

Yiyang, Hunan, China. 413000

(中国湖南省益阳市迎宾西路 268 号益欣园 邮编 413000)

Off: +86-737-6100242 Mob: +86-13307372424 WhatsApp: +8613337370424