

**INDIVIDUAL LABOR AGREEMENT FOR INDEFINITE TIME EXECUTED BY AND BETWEEN \_\_\_\_\_ AS EMPLOYER REPRESENTED IN THIS ACT BY ITS LEGAL REPRESENTATIVE \_\_\_\_\_, WHO WILL HEREINAFTER BE REFERRED TO AS “EMPLOYER”, AND BY \_\_\_\_\_ ON HIS OWN BEHALF AND WHO WILL BE HEREINAFTER REFERRED TO AS “EMPLOYEE”, ACCORDING TO THE FOLLOWING STATEMENTS PROVISIONS:**

### **STATEMENTS**

#### **I.- THE EMPLOYER STATES:**

FIRST.- That it is an entity legally incorporated under the Mexican Law with address at \_\_\_\_\_ .

SECOND.- That it is a Company engaged mainly in the \_\_\_\_\_ .

THIRD.- That it wishes to engage the services of the Employee so he holds the position of \_\_\_\_\_.

FOURTH.- That its representative has sufficient authority to execute this agreement, and that such authority that has not been revoked nor modified in any way.

#### **II.- THE EMPLOYEE STATES:**

FIRST.- To have \_\_\_\_\_ citizenship, be of age, with address at \_\_\_\_\_, address that is provided to the Employer by the Employee for all legal effects, specifically for those stated in the final part of article 47 of the Federal Work Law, stating such to hear and receive all kinds of notifications, being the Employee bound to notify the Employer of any kind of change of address, the last of which will be considered as the valid address for any of the aforementioned effects.

SECOND.- To have the necessary knowledge and experience to render services to the Employer, in the position and under the terms and conditions mentioned in Employer’s Third statement and this agreement.

THIRD.- That as of this date it has no other paid work, nor any kind of payment entitlement with any other Employer, nor is receiving any type of fee for other matters.

FOURTH.- That he has no illness or disability that does not allow him to carry out the mentioned position.

Therefore, the parties hereinafter state the following:

### **CLAUSES**

**FIRST.-** This agreement is executed for an indefinite term and may only be modified, suspended, early terminated or terminated in the cases and pursuant to the requirements set forth in the Federal Labor Law.

The Employee will be under the supervision, subordination and economic dependency of the Employer; therefore as for this date, Employee recognizes and accepts that \_\_\_\_\_ is his only employer.

**SECOND.-** Parties agree that the Employer may terminate this agreement with no responsibility if within the first thirty days of rendering of services, the Employee shows lack of capacity, aptness, abilities or knowledge that he stated as having in the second statement of the Employee herein or derived from this agreement, or if there is any deceit in the certifications, references or information provided by him.

**THIRD.-** Employer acknowledges a seniority as of \_\_\_\_\_ the starting date of the Employee, for all legal effects.

The payment to Employee of the corresponding seniority bonus will be made pursuant to the terms and conditions established in article 162 in connection with articles 485 and 486 and any other applicable provisions of the Federal Labor Law.

**FOURTH.-** The Employee is bound to render his services solely and exclusively to the Employer, under its direction and surveillance, as \_\_\_\_\_, agreeing to obey the Employer's instructions or those of its representatives regarding the manner, place and time in which he must carry out his work, as well as all activities related to such, notwithstanding any other that might be commissioned.

Some of the activities that the Employee shall carry out as part of his position are mentioned as follows (mentioned in a general and not limited matter):

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

The Employee hereby authorizes Employer to modify his position or activities, either temporary or permanently, as it may be required by the Employer, in the understanding that his salary and benefits shall not be modified.

Omissions, faults and disobediences to the obligations herein referred, shall be sanctioned with warning, suspension or termination of the agreement, according to the graveness and according with the Federal Labor Law, Internal Work Regulations and the Policies issued by Employer.

**FIFTH.-** Given that during the rendering of the services of the Employee, he will be instructed and will have access to confidential information given by the Employer, consequently, the parties agree that in case this agreement is terminated for any cause, the Employee is bound to return to the Employer any literature, catalogues, manuals and in general, any document or information recorded or contained in any means

received from the Employer; likewise, the Employee is bound at all times, not to disclose to third parties or use for its own benefit any type of information obtained during the rendering of his services to the Employer, in accordance to the basic professional, ethic and proper standards.

Employee's failure to comply with this clause will result in civil and criminal liability arising out of the Disclosure of Professional Secrets (*Revelación de Secretos Profesionales*) felony, in addition to the causes of termination without responsibility stated in sections II, VI, IX and XV of article 47 of the Federal Labor Law,

**SIXTH.-** Parties hereto agree that the Employee shall render his services during 48 hours per week, within five days from Monday to Friday, including 60 minutes to rest and have meals in the middle of each workday. Employer and Employee may agree to modify the workday, as stated by article 59 of the Federal Labor Law. Likewise, the Employee understands and agrees that the Employer, in accordance to the needs of service, may freely modify the workday, as long as labor principles are followed, therefore the Employee accepts the aforementioned and shall carry out his activities in the workday schedule as determined by the Employer.

The Employee accepts and therefore it is hereby stated that when the Employer modifies the workday schedule as deemed convenient, the Employee shall carry out his workday activities in the understanding that such activities are a priority and do not interfere with other he may perform.

The Employee shall assist on a punctual basis to his activities in the determined workday schedule on a daily basis. In case of lateness or unjustified non-assistance, the Employer may impose any kind of disciplinary correction as stated in the Interior Work Regulations o in the Federal Work Law.

In the event of severe illness or unjustified absence to work, such may be subtracted from the period of rendering of services used as basis to determine vacations or year-en bonus, reducing such in a proportional manner.

**SEVENTH.-** As compensation for the services rendered to the Employer, the Employee shall receive the amount of \$ \_\_\_\_\_ pesos (\_\_\_\_\_ pesos 00/100 Mexican Currency) **as monthly salary**, that shall be paid in two payments to be paid each fifteen days on the fifteenth and last day of each month, such fifteen-day payment shall include payment for resting days and holidays, accepting the Employee that any applicable withholdings shall be applied to such amounts according to Social Security Law, Housing Law and Income Tax Law or any other applicable law.

The Employee expressly authorizes Employer to carry out the payment of salaries in cash, check or by means of bank deposit or transfer. It is hereby expressly agreed that deposits or transfers before the corresponding Credit Institution shall be considered as receipt of payment pursuant to article 804 of the Federal Labor Law, notwithstanding the lack of signature on behalf of the Employee.

**EIGHTH.-** In case the Employer wishes to establish payments of premiums or incentives, it shall have the option to modify or cancel them, therefore the Employee accepts that the Employer may change or terminate such without constituting any precedent, as he acknowledges that the intention of the Employer is to create additional incentives for the Employee and not to increase the consideration that is granted as a direct payment for the Employee's work.

**NINTH.-** The Employee is expressly bound to cover the cost of goods delivered to him by the Employer. Should missing goods exist and be constant, the Employer may early terminate this agreement at any time, reserving the right to file a criminal complaint before the corresponding authorities.

**TENTH.-** The Employee is bound to issue receipts for the entirety of the ordinary and extraordinary salaries that it shall be entitled to receive, agreeing that the signing of such receipts shall represent an entire settlement until the date of such receipt.

**ELEVENTH.-** The Employee shall render the services in the cities, zones or areas as indicated by the Employer, as well as in those states in the Mexican Republic where the company operates currently or in the future.

**TWELFTH.-** The Employee will be entitled to a vacation period in accordance with the terms of article 76 and 78 and applicable of the Federal Labor Law, which will be granted once the first year of services is reached. The Employer will indicate to the Employee the date in which the Employee shall commence the vacations to which he is entitled, with the purpose of not hindering the activities of the Employer, with the possibility of taking them in advance or not, likewise the Employee shall be entitled to a Vacation Premium as resulting in an amount of 25% of the vacation period.

Vacations cannot be offset against any compensation. If the labor relationship ends before the year period is over, the Employee shall be entitled to a pro-rata compensation for his time of service.

**THIRTEENTH.-** Should the Employee be forced, by any circumstance, to be absent, he shall notify the Employer or any other person authorized by the Employer, by phone thirty minutes after the beginning of his shift, at latest, on the same day when the absence occurs.

The notice referred in the aforementioned paragraph does not justify the absence, as in any case, the Employee shall justify such by means of the corresponding evidence. In case of illness, the certification of illness issued by the Mexican Institute of Social Security shall be the only acceptable evidence; in any other case, the Employee shall fully justify his absence to the Employer with any evidence that as may be necessary. When the Employee requests permits of absence with or without entitlement to compensation, he shall obtain, in all cases, written permission from the Employer, without such requirement it shall be deemed that the absence was unjustified.

Should the Employee arrives late, the Employer shall have the option to not admit him, should it admits the Employee, the Employer will only pay the services effectively rendered.

**FOURTEENTH.-** Both parties agree that if the Employee works additional time to that of his workday schedule or works in resting days or holidays, he will require an express and written authorization to do so from the Employer's representatives, wherein the date and exact schedule to render the services are mentioned. The Employee shall retrieve and keep the referred authorization in order for the payment for additional time to be granted; failure to show such authorization shall only be attributable to the Employee, lack of such authorization prohibits the Employee to work extra time and in any resting day or official holiday.

**FIFTEENTH.-** The Employee agrees to undergo medical periodical exams as indicated by the Employer, under the terms of the Federal Labor Law.

**SIXTEENTH.-** The Employer shall promptly register the Employee before the Mexican Institute of Social Security. The Employee hereby authorizes the Employer to carry out any necessary deductions to cover social security fees and both parties agree to fully comply with all in connection to the Social Security Law and its Regulations.

**SEVENTEENTH.-** The Employee shall strictly adhere to the Internal Work Regulations prepared or to be prepared in the future by the Employer, as well as to any common practice and policies that exist or come to exist in the future in the labor area.

**EIGHTEENTH.-** The Employee shall make his best efforts in the rendering of the services for which he was hired. The Employee shall strictly comply with the terms set by article 134 of the Federal Labor Law regarding the obligations of Employees towards their Employer.

**NINETEENTH.-** The Employee shall render his services exclusively to the Employer, being expressly prohibited to carry out any other activity, on his own behalf or on behalf of other employers, as any breach from the Employee to this clause will justify an early termination with no responsibility for the Employer.

**TWENTIETH.-** In accordance to that stated in the Federal Labor Law, the Employee shall be trained according to the established plans and programs or those that are established by the company as per such Law.

**TWENTY FIRST.-** The Employee shall receive an annual year-end bonus of 15 days of (ordinary) salary, or the applicable pro-rata amount in accordance to the Federal Labor Law.

**TWENTY SECOND.-** The parties state that they shall be bound to the provisions stated in the Federal Labor Law for any other rights or obligations that may exist among them.

**TWENTY THIRD.-** For all conflict that may derived from the execution, interpretation and enforcement of this agreement, both parties agree to be subject to the jurisdiction of the Labor Courts of \_\_\_\_\_ , waiving any other jurisdiction that may correspond to them due to their current or future addresses.

Once parties read and understood the effects and legal scope, they sign freely and spontaneously, without no error, fraud or any other fault, as they express their intention freely, in the city of \_\_\_\_\_ at \_\_\_\_\_ of 2012 .

**EMPLOYER**

**EMPLOYEE**

\_\_\_\_\_