

应届毕业生录用函
Offer Letter for Fresh Graduates

本文件为保密文件

Private and Confidential

亲爱的刘琪同学

Dear 刘琪

恭喜您在阿里巴巴集团（以下简称“阿里巴巴”或“公司”）校招中脱颖而出，即将成为阿里巴巴的一分子！我们热烈地张开怀抱，期待您的到来！本意向书简要陈述了公司拟聘用您的相关条款，请您仔细阅读。

We would like to congratulate you on your successful interview with Alibaba Group (hereinafter referred to as “Alibaba” or the “Company”) in its school recruitment and you will be a member of Alibaba. We look forward to your joining us! This Offer Letter summarizes the relevant terms and conditions of the employment. Please read it carefully.

一、职位信息

I. Position

阿里巴巴拟聘用您担任：**开发工程师**，岗位层级：**P5**，所属部门：**阿里集团-阿里云智能事业群-云智能产品研发板块-流量产品事业部-技术部-CDN-网络优化与支持**工作地点：**浙江-杭州**。

The Company would like to offer you the position of **Engineer**, job level: **P5**, of Alibaba Group-Alibaba Cloud Intelligence Business Group-Cloud Product Research& Development-Network Traffic Products Business Unit-Technical department-CDN-NO , work place: **Feitian-Hangzhou-Zhejiang**.

请注意：在签署“三方协议”（即高校毕业生就业协议书）或实习期间（如有），非因公司组织架构变化，原则上不能调换岗位、部门和工作地。

Please note: During the internship period (if any), you cannot transfer to other positions, departments or locations unless the Company undergoes structural change or reorganisation.

二、薪酬福利

II. Remuneration and Benefits

（一）薪酬

(I) Remuneration

您的整体薪酬由基本工资、午餐津贴、13薪、年终奖金等组成。

Your total remuneration consists of basic salary, lunch allowance, 13-month salary and year-end bonus, etc.

◆ **基本工资：**您入职时的月工资为人民币**21000**元，按照公司正常工资支付周期支付给您。公司有权根据公司的经营效益和工资政策，以及您的工作内容和工作表现等因素调整您的工资。该等调整包括提高您的工资，也包括降低您的工资。

◆ **Basic Salary:** Upon joining the Company, your monthly salary will be RMB **21000**, which will be paid to you according to the regular payment period of the Company. The Company is entitled to adjust your salary according to the Company's operation conditions and salary policies, as well as your work content and work performance. These adjustments could include both increases and reductions of your salary, where relevant.

注：如您于公司每月工资关账日（即每月20日，但农历春节所属月份会根据当年春节放假安排对工资关账日做一定调整，不再另行通知）后入职，您入职当月的工资将和次月的工资一起发放，并由公司合并计算后代扣代缴个人所得税。

Note: If your company entry day falls after the 20th day of each month (during the Chinese Spring Festival the salary closing day will be rearranged according to the holiday arrangements without prior notice), then your salary of your entry month will be paid together with the salary of your next month, and your individual income tax will be deducted by after the consolidated calculation.

◆ **午餐津贴：**公司将为您提供午餐津贴，具体参照工作地标准，和工资合并发放，具体按照公司午餐津贴政策执行。

◆ **Lunch Allowance:** The Company will provide you with lunch allowance (subject to the local standard of your work place), which will be paid to you together with your salary and according to the relevant lunch allowance policy.

◆ **13薪：**公司会根据公司的财务状况在每年春节前决定是否给您发放13薪。如决定发放的，金额相当于您1个月的合同工资，如果您上一年度在岗时间不满1年，13薪将按照在岗时间进行相应折算，具体按照公司当年政策执行。

◆ **13th-month Salary:** The Company may decide to grant you a 13th-month salary before the Chinese Spring Festival every year, in accordance with its financial conditions. If the Company decides to do so, the amount will be equivalent to your contractual salary of one month. If your service time in the last year totals less than one year, then the 13th-month salary will be determined pro rata in accordance with your service time and according to the specific policy for that year.

◆ **年终奖金：**公司有权根据公司的财务状况和您对公司的贡献或者公司的销售奖金政策，以及您的在岗情况、年度绩效等因素决定是否给您发放年终奖金，具体按照公司当年政策执行。

◆ **Annual Bonus:** The Company has the right to decide whether to grant you an annual bonus by considering the financial conditions of the Company, your contribution to the Company or the Company's sales bonus policy, your position circumstances, and your annual KPI result in accordance with the Company policy for that year.

◆ **社会保险和住房公积金：**公司将按有关法律规定为您缴纳社会保险和住房公积金（包含基本养老保险、基本医疗保险、工伤保险、失业保险、生育保险和住房公积金）。

◆ **Social Insurance and Public Housing Fund:** The Company will provide you with social insurance and public housing fund (including basic pension insurance, basic medical insurance, work-related injury insurance, unemployment insurance, maternity insurance, and public housing fund in accordance with relevant laws and regulations).

◆ **商业保险：**公司为您提供人身意外保险以及综合医疗保险（含门诊和住院）。

◆ **Commercial Insurance:** The Company will provide you with personal accidental insurance and comprehensive medical insurance (including outpatient and inpatient).

◆ **带薪年假：**按照公司假期政策，您加入公司的第一年和第二年（自入职日起算）有7天带薪年假，以后每工作满一年增加2天，最多15天。具体按公司假期政策执行。

◆ **Paid Annual Leave:**

According to the Employee Leave and Vacation Policy of the Company, you can enjoy seven (7) days of paid annual leave in your first and second year (from the date of entry), and the length of the paid annual will increase by two (2) days for each full year, up to 15 days.

三、违约说明

若您已跟公司签署高校《毕业生就业协议书》或此应届毕业生录用函，双方中的任何一方提出解除本录用函及“三方协议”的，违约方应向对方支付人民币2,000元（人民币贰仟圆整）作为违约金，但是（1）如您考取硕士、博士，凭录用通知书无需支付违约金；（2）如您未取得毕业证、学位证，或有本录用函以下“特别提醒”约定事由的，公司有权解除本录用函及“三方协议”，而无需支付违约金。解约手续将在当年的12月、次年的2月、4月、6月的20日办理。

四、特别提醒：

IV. Please note:

◆ 公司实行员工薪酬福利信息保密政策，请不要向任何第三人泄露本意向书包含的您的各项个人薪酬福利信息或以各种手段打听、获取他人薪酬福利信息，否则公司有权随时单方解除本意向书。

◆ In accordance with the Company's Employee Salaries and Benefits Information Privacy Policy, the Company reserves the right to terminate your contract if you disclose to any third party your personal remuneration and benefits contained in this Offer Letter or inquire about the remuneration and benefits of other employees.

◆ 本意向书以您真实的个人信息和体检结果符合公司要求为生效前提。如您在面试过程中有任何弄虚作假或有意隐瞒等情形，或根据体检结果有公司认为不适合相关工作岗位的情形的，公司有权随时单方解除本意向书。

◆ This Offer Letter is valid only if your real personal information and health check results are in line with the Company's requirements. If you have cheated or intentionally concealed information during the interview process, or the Company believes that you are not suitable for the relevant position as a result of your health check, the Company shall have the right to unilaterally terminate this Offer Letter at any time.

◆ 您将在入职时和公司签署劳动合同，具体签约公司以您入职时签署的劳动合同为准。双方在劳动关系下的权利义务，亦以双方签署的劳动合同约定为准。

◆ You are required to execute an employment contract with the Company upon your enrollment. The specific company you are going to work with shall be subject to the employment contract which you signed. The rights and obligations of both parties shall be subject to the employment contract.

◆ 本录用函有效期至2020年10月31日，您应在有效期届满前入职并办理相关入职手续。如您未在有效期内入职并办理相关入职手续的，我们将没有义务为您保留前述岗位。

◆ This Offer Letter is valid until Oct 31, 2020. You are required to join the Company and go through the on-boarding formalities before the deadline. If you do not join the Company and go through the on-boarding formalities within this period, we will not be obliged to hold the above-mentioned position open for you.

◆ 本录用函由您和公司书面签署，或由公司发送并由您在线点击同意，或由双方通过其他合法方式确认同意后生效。如双方就本录用后发生任何争议，应协商解决；协商不成的，则提交当地人民法院通过诉讼解决。

◆ This Offer Letter shall be signed by you and the company in writing, or be sent by the Company and agreed by you online, or be agreed by mutual consent of you

and the Company through other legal means. Any disputes arising from or in connection with this Offer Letter shall be settled through friendly negotiation. If no settlements can be reached through such negotiation, it shall be submitted to the local people's court for resolution.

我们热切期望您早日加入阿里巴巴集团，和公司共同开创更辉煌的事业！

We look forward to your joining Alibaba Group as soon as possible, and hope you will enjoy a long and successful career with us!

我已经阅读、理解并且接受以上条款，并同意到公司入职。

I have read, understood and accepted the above terms and conditions and agree to join the Company.

日期：2019年10月28日

Date:10/28/2019