[Dec 14,2016]

Dear [QIAO,Yiqing]

**Offer of Employment**

I have the pleasure in extending you an offer of employment with PricewaterhouseCoopers Information Technologies (Shanghai) Company Limited (“**PwC SDC China**”) as a [**Senior** **Software Engineer]** located in [Shanghai] on and subject to the following terms and conditions of employment. This offer is subject to a positive reference and background check as well as to the other prerequisites identified below.

If the results of the reference and background check are deemed acceptable to PwC SDC China, and the other noted prerequisites are satisfied, and you accept this offer, your commencement date with us will be on [***Jan 16,2017***] (the “Effective Date”) subject to you obtaining any necessary work visa and permits and completing any resignation processes with your current employer(s). If you can't submit all documents required upon PwC SDC China On-Boarding Checklist on your on-boarding date, PwC SDC China has unrestricted right to postpone the Effective Date of your Offer of Employment, until paid in full of your documents.

**Remuneration**

Your annual salary will be RMB [156000.00], paid monthly, in 13 instalments. Your salary will be paid in arrears on the 5th of following month by means of banking transfer. You will receive the 13th month salary as of the end of December each year, payable at the beginning of the following calendar year. Employees who have not completed a full calendar year’s service will receive a pro-rated 13th month salary based on the actual number of days of completed service within the calendar year.

You will be eligible to participate in the promotion and salary review process as well as incentive compensation program. PwC SDC China may pay a discretionary variable bonus depending on the performance of PwC SDC China, the team or unit to which you are assigned, and you. These bonuses, in aggregate, may vary from 0 – 20% of your annual salary.

You will be eligible to participate in any incentive award programs in accordance with the terms hereof provided that such terms may be created, modified or amended by PwC SDC China from time to time, to the extent permitted by PRC laws and regulations.

From time to time, PwC SDC China may adjust your salary and other compensation in its discretion to the extent permitted by PRC law.

**Term**

The initial term of your employment hereunder shall be three year with a probation period of six months commencing on the Effective Date. Thereafter, if your employment is renewed, this may be on a open term or fixed term basis. The probation period is for both parties to assess the suitability of the job to you and you to the job. You will be notified as to the confirmation of your continued employment prior to the expiry of the probation period.

**Leave**

You will be entitled to [15] days of paid personal annual leave, accrued monthly, to use for vacation, illness exceeding your statutory entitlement, or other personal absences, including any statutory paid annual leave which you are entitled to under the PRC laws and regulations (for the avoidance of doubt, you will be deemed to utilise in the first place your entitlement to any statutory paid annual leave in any given year). This will be on a monthly pro-rated basis in each calendar year of your employment. These personal leave days are in addition to the national statutory holidays in the PRC.

**Other Terms**

There are a number of important conditions on this offer and terms of your employment we wish to cover in this letter. Please read the following and call us with any questions you may have as soon as possible.

* + - ***Duties:*** Your duties will include the details in the job description of[**Senior Software Engineer**] required by PwC SDC China and certain related tasks as may be designated from time to time. PwC SDC China reserves the right to change your job description in accordance with its needs and as agreed with you. Should you fail to adhere to the change of job description, PwC SDC China may terminate your employment in accordance with PRC labour laws and regulations.

1. ***Working Hours:*** *The position you are assigned to falls under the system of【 Irregular 】working hours as below*

***【Standard Working Hours】***The normally expected standard working hours are 9:00am to 5:30pm from Monday to Friday (with half an hour for lunch). Nevertheless, there will be times when you will need to work beyond these hours according to the demands of the business. If it is necessary to extend your working hours, no such extension may be deemed valid unless with the approval and confirmation of your line manager.

***【Irregular Working Hours】****As approved by labour administration authorities, PwC SDC China adopts a system of irregular working hours for senior management personnel and software developing personnel. This system applies to you since you are [a member of the senior management personnel/software developing personnel], and you are expected to perform your duties according to the actual requirements of your work and the specific arrangement of PwC SDC China, subject to compliance with relevant PRC laws*..

* ***Travel:*** You will be based in [**Shanghai**]. It should be noted that due to the demands of the business, you may be required to travel frequently, or stay and work temporarily or for a long term at a place outside your country of residence (within or outside of the Asia-Pacific region).
* ***Residency***: This offer of employment is conditional upon and subject to you having obtained all necessary approvals to reside and work in [***Shanghai***]**.**
* ***Labour Protection and Working Conditions:*** PwC SDC China shall provide you with safe and hygienic conditions in compliance with relevant regulations, and shall ensure that you work in an environment which does not endanger your safety or person. PwC SDC China shall provide you with any necessary safety equipment in compliance with relevant regulations and the internal rules and procedures of PwC SDC China.
* ***Medical and Insurance Funds***:
* You will be entitled to be covered by the PwC SDC China’s group insurance scheme in force from time to time, details of which will be provided to you upon your joining. In addition, out-patient medical expenses for foreign employees shall be borne by PwC SDC China in accordance with its medical insurance scheme (as amended from time to time). Details of medical insurance will be provided to you upon you joining. PwC SDC China may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice as permitted by applicable law.
* ***Taxation***: Your remuneration and benefits have been stated gross of tax. Your remuneration and the benefits are subject to China taxes. PwC SDC China will be responsible for withholding the individual income tax on your total remuneration and submitting it to the local Tax Bureau. In the event that you have other sources of income or expense outside of your employment with PwC SDC China, you are responsible for ensuring adherence to the tax laws on those matters.

## *Return of Property*: Upon termination of your employment, you must return all property (including but not limited to keys, records, notes, data, computer, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to the business affairs of PwC SDC China.

## *Personal data privacy:* PwC SDC China confirms that it recognises your rights under PRC laws and regulations. To this end, we ask you to sign and return to us the attached Privacy and Data Protection Notice in the attached Labor Contract.

## *Acknowledgement:* You acknowledge that your joining PwC SDC China will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

PwC SDC China may amend or discontinue any of its plans, programs, polices and procedures at any time for any or no reasonwith or without notice to the extent permitted by law.

This letter together with the attached Labor Contract, represent PwC SDC China's all terms and conditions in relation to your employment by PwC SDC China. Any prior additional or contrary representations that may have been made to you at any time are superseded by this offer. By signing below, you accept this offer of employment in accordance with the terms and conditions of employment specified in this letter and the attached Labor Contract. The laws of the PRC shall govern this letter and the attached Labor Contract. This contingent offer of employment will remain in effect through [***Jan 16,2017***].

We are excited about having you join us. On behalf of PricewaterhouseCoopers Information Technologies (Shanghai) Company Limited, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact the Human Resources department. If you agree to the above terms and conditions, please sign and return the duplicate copy of this letter as soon as possible.

Yours sincerely

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

**PricewaterhouseCoopers Information Technologies (Shanghai) Company Limited**

(Signature of General Manager And Company’s chop)

**Accepted and agreed:**

I, accept the terms and conditions of employment.

Signature:

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

Name:

Date: