

编号: 0104321

部门: 战略研发部

姓名: 欧 涛

劳 动 合 同 书

北京辰安信息科技有限公司



劳动合同书

甲方：北京辰安信息科技有限公司
法定代表人或委托代理人：孙占辉
注册地址：北京海淀区王庄路1号B座
27层

乙方：欧涛 (FEDYSHYN OSTAP)
性别：男
身份证号码：护照号：EK152433
户口所在地：Ukraine, Ternopil, Tyascha, 246003

经甲乙双方平等协商一致，自愿签订本合同，共同遵守合同所列条款。

一、劳动合同期限

第一条 本合同自 2018 年 03 月 26 日生效，至 2021 年 03 月 25 日终止，其中试用期自 2018 年 03 月 26 日始，至 2018 年 05 月 26 日止。

二、工作内容

第二条 乙方同意应聘到甲方工作，甲方根据乙方具体情况安排其工作岗位。

第三条 乙方应服从甲方的管理和安排，根据岗位职责和职位的要求，按时完成规定的工作量并达到规定的质量标准。

三、劳动保护和劳动条件

第四条 乙方的工作时间依据国家和甲方的有关规定执行。

第五条 甲方安排乙方加班的，应符合法律、法规规定。

第六条 甲方为乙方提供必要的劳动条件和劳动工具，建立健全生产工作流程、工作规范和劳动安全卫生制度。

第七条 甲方负责对乙方进行职业道德、业务技术、劳动安全、劳动纪律和甲方规章制度的教育。

四、劳动报酬

第八条 甲方根据本单位的工作特点、工资制度、考核办法及乙方的工作业绩确定乙方的薪酬标准为：伍级 柒档，甲方按规定向乙方支付各种津贴、补贴及福利费，并按国家规定在发放工资时代扣代缴个人所得税。

第九条 甲方实行下发薪制度，每月 8 日前以人民币形式支付乙方上月工资，其中试用期工资按公司规定执行，工资不低于所在地区规定的最低工资标准，另有约定的按约定执行。

五、福利待遇

第十条 甲乙双方按国家有关规定参加社会保险，甲方按照乙方工作所在地的当地标准缴纳

各种社会保险费用。

第十一条 乙方患病、因工负伤或因病死亡的待遇按国家和公司有关规定执行。

六、劳动纪律

第十二条 甲方根据生产经营需要，依法制定规章制度和劳动纪律，乙方违反劳动纪律和甲方的规章制度，甲方有权根据规章制度进行处理，直至解除本合同。

第十三条 乙方应遵守劳动纪律和规章制度，遵守劳动安全卫生、生产工艺、操作规程和工作规范；爱护甲方的财产，遵守职业道德；积极参加甲方组织的培训，提高自身素质。

七、劳动合同的变更、解除、终止、续订

第十四条 有下列情形之一的，甲乙双方应变更劳动合同并及时办理变更合同手续：

- (一) 甲乙双方协商一致的；
- (二) 订立本合同所依据的客观情况发生重大变化，致使本合同无法履行的；
- (三) 订立本合同所依据的法律、法规、规章发生变化的。

第十五条 甲乙双方解除本合同，应提前 30 日以书面形式通知对方。

第十六条 乙方有下列情形之一的，甲方可以随时解除本合同：

- (一) 在试用期间被证明不符合录用条件的；
- (二) 严重违反劳动纪律或者甲方规章制度，按照甲方规定或者本合同约定可以解除返聘合同的；
- (三) 严重失职，营私舞弊，对甲方利益造成重大伤害的；
- (四) 被证明有欺诈或隐瞒重大事实行为的；
- (五) 泄漏甲方商业秘密的；
- (六) 未经甲方批准擅自兼职的；
- (七) 被依法追究刑事责任或因违反《中华人民共和国治安管理处罚条例》被公安部门拘留的。

第十七条 有下列情形之一的，乙方可以随时通知甲方解除本合同：

- (一) 在试用期内的；
- (二) 甲方以暴力、威胁或者非法限制人身自由的手段强迫劳动的；
- (三) 甲方未按照本合同约定支付劳动报酬或者提供劳动条件的。

第十八条 有下列情形之一的，本合同终止：

- (一) 合同期限届满的；
- (二) 合同约定的终止条件出现的；

第十九条 本合同期限届满前 30 日，甲方应将终止或续订劳动合同意向以书面形式通知乙方，双方应就是否续订劳动合同达成一致并及时办理有关手续。

八、经济补偿与赔偿

第二十条 出现下列情形之一的，甲方按下列标准向乙方支付经济补偿金：

- (一) 甲方克扣或者无故拖欠乙方工资的，以及拒不支付乙方延长工作时间工资报酬的，除全额支付乙方工资报酬外，还应加发相当于工资报酬 25% 的经济补偿金；
- (二) 支付乙方的工资报酬低于乙方应聘工作地最低工资标准的，在补足低于标准部分的同时，另外支付相当于低于部分 25% 的经济补偿金。

第二十一条 甲方违反本合同约定解除劳动合同或由于甲方原因订立无效劳动合同，给乙方造成损害的，应按损失程度承担赔偿责任。

第二十二条 乙方因存在本合同规定的第十六条（二）、（三）、（四）、（五）、（六）规定的情形，被甲方解除本合同，且给甲方造成损失的，应当承担赔偿责任。

第二十三条 乙方违反本合同约定解除劳动合同或违反保守商业秘密事项，给甲方造成经济损失的，应依法承担赔偿责任。

九、其他

第二十四条 本合同附件与本合同具有同等法律效力。合同附件包括：

- (一) 《保密协议书》
- (二) 《公司规章制度》
- (三) 《员工行为规范》

其他：_____

第二十五条 甲乙双方约定本合同增加以下内容：

第二十六条 本合同未尽事宜或与今后国家和地方有关规定相悖的，按有关规定执行。

第二十七条 本合同一式两份，甲乙双方各执一份。

甲方：北京展安信息科技有限公司

法定代表人或委托代理人：

(签字或盖章)



签订日期：2018 年 03 月 21 日

乙方：(签字)

FEDYSHYN OSTAP

签订日期：2018 年 03 月 21 日

Number: 0104321

Department: Strategic Research and Development
Department

Last name and first name: Fedyshyn Ostap

EMPLOYMENT AGREEMENT

Beijing Global Safety Information Technology Co., Ltd

Employment agreement

Party A: Beijing Global Safety Information
Technology Co., Ltd
Legal representative or authorized
representative: Sun Janhuei
Legal address: Beijing, Haidian District,
Wangzhuang Street, 1, Building B, floor 27

Party B: Fedyshyn Ostap
Gender: male
Number of identity document: Passport number
EK152433
Registered home address: Ukraine, Ternopil,
7yasha, 246003

Party A and Party B have entered into this Agreement of their own free will through equitable negotiations and have undertaken to comply strictly with all the terms and conditions hereof.

1. Term of the Employment Agreement

Section 1. This Agreement shall come into force on 26 March 2018 and be valid until 25 March 2021, the probation is from 26 March 2018 to 26 May 2018.

2. Subject Matter of the Agreement

Section 2. Party B shall accept Party A's offer of employment and Party A shall employ Party B to fill the position to which Party B is qualified.

Section 3. Party B shall be subject to Party A's management and in-house policies. Party B shall perform the work in a timely manner to the extent prescribed and comply with the quality requirements of the job description and the requirements of the position.

3. Workplace Health and Safety

Section 4. Party B's working hours shall be fixed as provided for in public authorities' acts and Party A's bylaws.

Section 5. Party A shall organise overtime work for Party B subject to legal requirements.

Section 6. Party A is obliged to provide Party B with the appropriate working conditions and supplies and create a perfect production process, work regime and health and safety system.

Section 7. Party A shall instruct Party B on Party B's professional ethics, craftsmanship, workplace safety, work discipline and Party A's in-house rules of conduct.

4. Labour Remuneration

Section 8. Party A shall, taking into account the particular features of the work, the wage system, the certification rules prescribed by the employer company and the work achievements of Party B, assign to Party B a salary at a rate of pay of grade five, class seven. Party A shall pay to Party B various wage supplements, monetary compensation and social benefits as prescribed, and shall deduct and pay personal income tax from wages and salaries as provided for by the regulations of public authorities.

Section 9. Party A shall apply the remuneration system after the end of the billing month and pay to Party B the salary in RMB for the previous month by the 8th day of each next month; the salary payable during the probation period shall comply with the employer company regulations, and shall not be less than the minimum salary prevailing in the area, unless otherwise agreed upon by the parties.

5. Social Security

Section 10. Party A and Party B shall join the social insurance system under the applicable regulations of public authorities; Party A shall make social insurance contributions at the rates established by the local authorities in the place of employment of Party B.

Section 11. Party B shall be entitled to payments for illness, occupational injury or death due to illness subject to the regulations of the public authorities and the applicable employer company regulations.

6. Workplace Discipline

Section 12. Party A shall, subject to production and business needs, establish in-house rules of conduct and workplace discipline as prescribed by law. If Party B violates Party A's in-house rules of conduct and workplace discipline, Party A may take appropriate action consistent with the in-house rules of conduct, up to and including termination of this Agreement.

Section 13. Party B is obliged to comply with in-house rules of conduct and workplace discipline, health and safety rules, production technology, work instructions and work regime; to safeguard Party A's property, to comply with professional ethics; to be an active participant in trainings arranged by Party A, and to improve personal qualities.

7. Amendment, dissolution, termination and extension of the Employment Agreement

Section 14. Party A and Party B will make and immediately formalise changes to the employment agreement if either of the following circumstances occur:

- 1) the Parties agreed to make changes
- 2) the objective circumstances under which the Agreement was concluded have changed considerably and render it impossible to perform
- 3) there is a change in the law and related regulations under which this Agreement was concluded.

Section 15. If Party A or Party B terminates the contract, it shall notify the other Party in writing 30 days in advance.

Section 16. Party A has the right to terminate this Agreement at any time if Party B:

- 1) has shown himself/herself during the probation period to be in breach of the employment terms and conditions
- 2) has severely breached the in-house rules of conduct and workplace discipline of Party A if such a breach entails termination of the Agreement under Party A's rules or the terms and conditions hereof
- 3) fails to perform his/her duties, abuses his/her office if this has severely prejudiced the interests of Party A
- 4) commits fraudulent acts or conceals material facts
- 5) has disclosed Party A's trade secrets
- 6) was applying for a second job at the same time without the consent of Party A
- 7) is criminally prosecuted or detained by public security authorities under the PRC Law on Punishment for Disturbing Public Security.

Section 17. Party B shall be entitled to inform Party A of the termination of this Agreement at any time in the event of either of the following circumstances:

- 1) Party B is on probation
- 2) Party A compels Party B to work by threat, violence or unlawful restraint of personal freedom
- 3) Party A fails to pay Party B or provide it with adequate working conditions as required by the provisions hereof.

Section 18. This Agreement shall terminate in the event of either of the following circumstances:

- 1) the Agreement expires
- 2) the circumstances resulting from the Agreement which are grounds for the termination hereof arise.

Section 19. Party A shall give Party B 30 days' notice in writing of its intention to terminate or continue the Agreement before the expiry of this Agreement. If the Parties agree to extend the Employment Agreement, they shall promptly formalise the renewal of the Agreement.

8. Material Compensation and Reimbursement

Section 20. Party A will pay material compensation to Party B in the amount and under the following circumstances:

- 1) if Party A underpays or delays paying the salary without good cause and refuses to pay Party B for overtime work, Party A is obliged to pay the full amount of the salary as well as material compensation of 25% of that amount
- 2) if the salary paid to Party B is lower than the minimum salary set in the area in which Party B is employed, Party A shall pay the difference between the amounts of the minimum salary and the actual salary paid, as well as financial compensation of 25% of the difference.

Section 21. If Party A has terminated the Employment Agreement in breach of its terms or has entered into an invalid Employment Agreement through its own fault and thus caused damage to Party B, Party A is obliged to compensate for these losses according to the amount thereof.

Section 22. If Party A terminates the Agreement as a result of the circumstances set out in Section 16, Clauses 2, 3, 4, 5 and 6 hereof, Party B shall compensate Party A for the resulting losses.

Section 23. Party B is obliged to compensate Party A for material damage incurred by Party B through the termination of the Employment Agreement in breach of its terms and conditions or through the breach of the obligation to keep trade secrets.

9. Miscellaneous

Section 24. Any appendices to this Agreement shall have the legal effect same as this Agreement. Appendices to the Agreement:

- 1) "Confidentiality Agreement"
- 2) "Company's In-House Regulations"
- 3) "Rules of Conduct for Employees"

Other: _____

Section 25. Party A and Party B have agreed to supplement this Agreement with the following information:

Section 26. The relations between the Parties shall be governed by the applicable law unless otherwise provided for herein, or in the event that there is a conflict between this agreement and the regulations of the public authorities and local authorities arising after the Agreement has been signed.

Section 27. This Agreement has been drawn up in two counterparts, one for each Party.

Party A: Beijing Global Safety Information
Technology Co., Ltd

Party B: (signature)

Fedyshyn Ostap

Legal representative or authorized representative:

(signature or seal)

*Seal: Beijing Global Safety Information Technology
Co., Ltd * 1101080404709*

Date of the Agreement: 21 March 2018

Date of the Agreement: 21 March 2018