

沈寅：

非常高兴能邀请您加入 ThoughtWorks，我们确信您将发现在这里的工作无论对您个人还是职业发展都会带来很高的回报，同时我们也相信您将会对 ThoughtWorks 未来的发展和成就做出杰出的贡献。

以下录用意向书将作为签订正式劳动合同的基础，请在有效回复期内：

即 **December 20, 2019** 前给予我们答复。

思特沃克软件技术（北京）有限公司上海分公司

THOUGHTWORKS SOFTWARE TECHNOLOGIES (BEIJING) LTD.
SHANGHAI BRANCH

录用意向书

甲方： 思特沃克软件技术（北京）有限公司上海分公司

乙方： **沈寅**

甲方计划聘用乙方为甲方雇员一事，达成如下意向书以作为日后签定正式劳动合同的基础。本意向书不是正式的劳动合同，双方尚须签订劳动合同，最终劳动条款以日后双方正式签定的劳动合同为准。双方劳动关系从正式用工之日起建立：

1. 期限：

- (1) 甲方对乙方的聘用期为**无固定期限**，其中试用期为 6 个月，正式入职时间由双方协商约定（甲乙双方均可以根据各自的情况进行调整；正式入职时间确定后，如果日期发生变化，要求调整的一方应至少提前**一周**与对方沟通）。
- (2) 本意向书仅作为签订正式劳动合同前的录用意向，自正式劳动合同签定生效日起劳动合同才视为正式成立。

2. 工作内容及地点：

乙方将在甲方担任 **软件开发工程师** 职务。乙方应致力于履行并完成甲方委派的任务。甲方可以根据其业务需要和/或乙方的表现调整雇乙方的职务和职责范围，并且报酬也可以做相应调整。工作地点 **上海**，也可根据公司需要做相关调整。

3. 劳动报酬

(1) 在劳动合同期限内，乙方年薪为人民币 **CNY 480,000.00** 元（大写：**肆拾捌万元整**）。

(2) 任何奖金应按照公司的制度发放。

(3) 上述薪资和奖金均为税前，甲方应根据中国适用的税法代扣代缴乙方的个人所得税。

4. 社会保险和福利：

(1) 甲方将为乙方提供其在职期间按法律规定应享有的各项社会保险和住房公积金，以及各项附加商业保险。

(2) 甲方将按国家有关规定给予乙方法定节假日，同时提供每年若干天数的带薪年假、病事假等，具体条款按公司现行相关制度执行。

5. 乙方签定正式的劳动合同时须同时签定知识产权所有权及转让协议、保密协议等相关条款。

6. 本意向书经甲、乙双方签字盖章后即生效。

甲 方：思特沃克软件技术（北京）有限公司上海分公司



乙 方:

国 籍:

身份证号:

固定住址:

邮 编:

签 字:

日 期:

* 根据在面试过程中了解到的信息, ThoughtWorks 决定与您签订此录用意向书。然而, 如果我们发现您所提供的信息以及各项文件/资格证明有任何与实际不符的地方, 或我们进行 reference check 的结果不符合要求, ThoughtWorks 将保留撤销此意向书的权利, 并且无须对此作出赔偿。

Dear **Shen Yin**:

We are pleased to offer you a position in our **Shanghai** office. We are confident that you will find your time with ThoughtWorks both personally and professionally rewarding and that you will make a substantial contribution to the growth and success of the company.

The following Employment Letter of Intent will be as a basis of formal Employment Contract, please reply to us before the end of this letter validity period. This offer expires on **December 20, 2019**.

Employment Letter of Intent

Party A: THOUGHTWORKS SOFTWARE TECHNOLOGIES (BEIJING) LTD. SHANGHAI BRANCH

Party B: **Shen Yin**

This offer letter provides the basis for the formal agreement to be signed by Party A and Party B in respect of Party A's plan of hiring Party B as its employee. This is not the Employment Contract, and the final terms and conditions of employment shall be based on the formal Employment Contract to be signed by the parties. Employment relationship between the parties is established upon the commencement of services.

1. Period:

A. Start date of employment is subject to further confirmation between the parties. The term of the Employment Contract is not fixed and shall include a probation period of 6 months. Either party may adjust the initially confirmed start date in accordance with its/his/her own circumstances. The party requiring the adjustment must discuss with the other party the revised start date **one week** in advance.

B. This is a letter of intent for employment before formal labor contract is signed. Employment relationship is formed only after the formal labor contract is signed and comes into effect.

2. Job Duties and Working Place:

Party A agrees to engage Party B as **Developer**. Party B's position and responsibilities may be adjusted by Party A according to the business requirement and/or Party B's performance and remuneration may be adjusted accordingly. Party B's working place may also be adjusted accordingly.

3. Payment:

A. During the employment period, Party B's annual salary shall be RMB **CNY 480,000.00**.

B. The bonus and cash allowance shall be subject to the policy of Party A.

C. Party A will withhold and pay your individual income tax in accordance with applicable tax law of PRC.

4. Social Insurance and Welfare:

A. Social benefit and welfare including additional commercial insurance of Party B shall be made by Party A in accordance with the State and local government's regulations and subject to the policies.

B. Party B will be entitled to be paid statutory holiday, as well as annual leave and sick leave in accordance with the paid leave policies.

5. Party B must agree and sign Intellectual Property Transfer Agreement and Confidential Agreement, etc when the formal labor contract is signed.

6. This Employment Letter of Intent will come into force after it is signed by both parties and sealed.

Party A: THOUGHTWORKS SOFTWARE TECHNOLOGIES (BEIJING) LTD. SHANGHAI BRANCH

Party B: Shen Yin



Nationality:

ID Card:

Home Location:

Zip Code:

Signature:

Date:

*** Your offer has been made based on the information furnished by you. However, if there is a discrepancy between this information and the copies of the documents / certificates submitted by you, ThoughtWorks reserves the right to revoke your offer without any obligation to provide compensation.**