

花旗金融信息服务（中国）有限公司



Citigroup Services and Technology (China) Limited

劳动合同

Employment Contract

甲方 Party A:

公司名称 Company Name: 花旗金融信息服务（中国）有限公司（“公司”）
Citigroup Services and Technology (China) Limited (the “Company”)
地址 Address: 中国上海市张江高科技园区晨晖路 1000 号 1 号楼 8 楼
8th Floor, Building 1, No 1000 Chenhui Road, Zhangjiang Hi-Tech Park, Shanghai,
People's Republic of China (“PRC”)
邮编 Zip Code: 201203
法定代表人 Legal Representative: 徐勇 Dane Xu

乙方 Party B:

姓名 Name: 王一帆
联系地址 Address: 上海市浦东新区晨晖路352弄 11号 302室
邮编 Zip Code: 201204
联系电话 Telephone: 15398532760
身份证件名称及号码 Type of ID Card and ID number: National ID 530102199311240734
国籍 Nationality: 中国
户籍地址 Domicile Address (户口所在地 where Hukou locates): 云南省昆明市五华区

甲方聘用乙方为甲方劳动合同制职工。甲乙双方根据《中华人民共和国劳动法》(以下简称《劳动法》)、《中华人民共和国劳动合同法》(以下简称《劳动合同法》)以及其它有关的法律、法规、地方性法规和规章的规定，在平等自愿、协商一致的基础上，签订本合同，并承诺共同遵守。Party A agrees to employ Party B as contract-based employee of the Company. In accordance with the Labor Law of People's Republic of China (the “Labor Law”), the Labor Contract Law of People's Republic of China (the “Labor Contract Law”) and the provisions of other relevant laws, regulations and local regulations and rules, and on the basis of equality, free will and mutual agreement, the Parties have entered into this labor contract (the “Contract”) and undertake to abide by the same.

第一条 ARTICLE 1: 合同期限、试用期 TERM OF THE CONTRACT AND PROBATION PERIOD

1.1 本合同期限为 (请勾选适用项) The term of the Contract is (Please tick as appropriate):
 有固定期限合同: 期限从 2022年7月4日 起至 2025年7月3日 止。实际用工之日与本

合同约定的起始日期不一致的，双方的劳动合同自实际用工之日起开始生效。Fixed Term: The term of this Contract shall be from 2022/07/04 to 2025/07/03. In the event the date Party B actually commences his/her employment with Party A (“commencement date”) differs from the described start date in this Contract, the Contract shall become effective as of the commencement date.

上述合同期限届满前，双方可依法协商续订本合同。如甲方按相当于或高于本合同的条件提出续订劳动合同的要求后十五日内乙方未书面明确答复甲方是否续订，应视为乙方无续订劳动合同的意向，本合同到期即告终止，甲方可不支付经济补偿金。Prior to expiration of the aforementioned term of the Contract, both Parties may discuss on the renewal of this Contract. If Party B does not respond within 15 days after Party A initiates the renewal of this Contract on the conditions equivalent to or more preferential than the conditions contained in this Contract, it shall be deemed that Party B has no intent to renew the Contract, and the Contract shall be terminated upon expiry whereby Party A is not liable to pay any economic compensation to thereof.

无固定期限：自 年 月 日起，本合同开始履行，除了法律规定或双方依法约定的解除或终止情形之外，本合同应持续履行。本合同经双方签字，于员工实际工作之日起开始生效。

Non-fixed term: The Contract shall be performed by the Parties starting from and shall continue to be performed until occurrence of statutory event of termination or event of termination agreed by the parties in accordance with law. The Contract shall become effective as of the date the employee actually commences his/her employment with the Company after this Contract has been executed by both Parties.

1.2 试用期 Probation Period

(a) 乙方的试用期为 个月，自 年 月 日起至 年 月 日止。试用期包括在合同期内。The term of the probation period of Party B shall be , i.e. from to . The probation period shall be included in the term of this Contract.

(b) 在试用期内，乙方可通知解除劳动合同，该等通知须提前三日以书面形式向甲方作出。如乙方在试用期内被证明不符合录用条件，甲方也可随时解除劳动合同，双方均应配合对方办理离职手续。录用条件，包括但不限于提供合格且真实的证明材料，获得相关学位/学历，获得公司职位要求的相关资质证书和银行业从业人员资格证书（如适用），取得中国银行保险监督管理委员会（“银保监”）和/或中国证券监督管理委员会（“证监”）就乙方供职于本公司的批准（如需批准）以及甲方规定或双方另行约定的其他条件。During the probation period, Party B may terminate this Contract by giving three-day prior written notice to Party A. If Party B has been proven unable to meet the employment qualification within the probation period, Party A may terminates this Contract at any time without prior written notice. Both parties shall cooperate with each other to complete the departure formalities. The employment qualification of the Company includes but not limited to providing eligible and genuine evidentiary documents, obtaining relevant academic degree or qualification, obtaining relevant job-required certificates and Banking Professional Certification (if applicable), obtaining successful approval of China Banking and Insurance Regulatory Commission (“CBIRC”) and/or approval of China Securities Regulatory Commission (“CSRC”) (if applicable), and meeting other conditions required by the

Company or agreed by both parties.

第二条 ARTICLE 2: 工作内容 WORKING CONTENTS

2.1 甲方根据经营需要，安排乙方在 ICG 部门，从事应用程序开发程序分析师 2 工作，乙方同意甲方的工作安排。 Based upon its business needs, Party A designates Party B to the ICG department to perform the duties of Apps Dev Programmer Analyst 2. Party B hereby agrees to such work arrangement.

2.2 乙方应按照被聘岗位责任，按时、按质、按量完成工作。Party B shall accomplish the work in a timely, effective and efficient manner in accordance with the duties of his/her position.

2.3 乙方在签订本合同时的工作地点为中国上海。Party B's work location at the time of signing this contract is Shanghai, China.

2.4 在不与适用法律冲突的前提下，甲方根据经营需要或监管要求，以及依照乙方的工作能力、工作表现及健康状况等，可调整乙方的工作部门、工作岗位和工作地点或安排相应的岗位轮换，包括但不限于安排乙方在花旗金融信息服务(中国)有限公司的不同分公司中流转。对此，甲方将事前告知乙方并听取意见，乙方如有异议，可反映本人的意见，但乙方的意见在得到甲方同意之前，应服从甲方的调整决定。To the extent allowed under applicable laws, Party A may make change(s) to Party B's work department, position and work location according to its business needs as well as Party B's competence, performance and physical conditions, including but not limited to transferring Party B among different branches of Citigroup Services and Technology (China) Ltd. Party A will discuss with Party B about relevant changes in advance and listen to Party B's opinion thereof. Party B will be entitled to express its dissenting opinion, but it shall comply with such arrangement before Party A accommodates such opinion.

第三条 ARTICLE 3: 工作时间、休息休假 WORKING HOURS, HOLIDAYS AND LEAVE

3.1 对于执行标准工时制的员工，甲方实行每周 5 天工作制；每个工作日的基本工作时间为 8 小时，一般从上午 9:00 到下午 6:00，其中午休时间一小时不计入工作时间。各分公司和业务部门可根据当地政策和业务需要采用不同的工作时间。若申请弹性工作制应根据甲方的相关规定执行。As for the employees subject to the Standard Working Hour System, Party A applies 5 working days per week; the primary business hours are 9:00 a.m. to 6:00 p.m. from Monday to Friday with a one-hour lunch break not included in the working hours. Each branch and business department may adopt a different business hours schedule subject to the Local Rules and Regulations and business requirement. Where the Flexible Working Plan is applied, the relevant provisions of the Company shall be followed.

如果乙方所在岗位依法获得政府有关部门的批准，实行综合计算工时工作制或不定时工作制，则乙方同意其工作时间自动按照该等批准执行。If the position which Party B undertakes obtains the relevant regulatory approval to implement Cumulatively Calculated Working Hours or Flexible Working Scheme, Party B agrees that the working hours will be adjusted automatically.

3.2 因工作需要加班的，乙方均应事先取得主管的书面批准，具体流程参见甲方相关规章制度。甲方安排和经过批准乙方延长工作时间时，甲方应按照《劳动法》和《劳动合同法》及甲方内部规章中的有关规定支付加班费或安排同等时间的补休。If overtime work is necessary due to business needs, Party B should obtain the supervisor's written approval in advance subject to Party A's rules and regulations. If Party A arranges and approves Party B to work overtime, Party A shall provide Party B with overtime pay or arrange compensatory leave with equivalent overtime hours in accordance with Labor Law, Labor Contract Law and Party A's internal rules.

3.3 乙方享有国家、地方和甲方规定的各种假期待遇。乙方的假期种类，假期时间，假期工资及请假手续等相关事项应遵守甲方相关的规章制度。Party B shall be entitled to all kinds of leaves as provided under national and local regulations as well as Party A's internal rules and regulations. The type, duration, remuneration, leave formalities and other matters related to Party B's leave shall be handled in compliance with relevant internal rules and regulations of Party A.

第四条 ARTICLE 4: 工作条件、劳动保护 WORKING CONDITION AND LABOR PROTECTION

4.1 甲方为乙方提供符合国家规定的劳动安全卫生标准的工作环境，确保乙方在人身安全及人体不受危害的环境条件下从事工作。Party A shall provide Party B with safe and clean working environment in compliance with the national security and sanity standards to ensure that Party B works in such environment and under such condition that he/she will be free from any personal harm and safety injury.

4.2 甲方根据工作环境的需要，为乙方提供必要的劳动防护用品。Party A shall provide Party B with necessary labor protection facilities based upon the needs of the working conditions.

4.3 甲方将按照国家及当地政府的相关规定，积极采取职业病防护措施，确保乙方的人身安全及人体不受危害。Party A shall actively take measures for prevention of occupational disease according to relevant regulations of the State and the local government to ensure that Party B's personal safety and health is not subject to hazards.

第五条 ARTICLE 5: 劳动报酬 REMUNERATION

5.1 甲方确定乙方签订本合同时的每月税前工资为人民币 25,200.01 元（大写：贰万伍仟贰佰元壹分整），包括国家和地方政府规定的各项适用津贴、补贴。发薪日期为每月最后一个工作日。甲方可根据其经营管理需要更改发薪日，但应通知乙方。Party A hereby confirms that Party B's before-tax monthly salary at the time signing this contract is Renminbi ("RMB") 25,200.01 (in words: Twenty Five Thousand and Two Hundred Yuan, One Cent), which shall include any and all of the applicable allowances and subsidies stipulated under relevant national and local regulations. The salary shall be payable on a monthly basis on the last calendar day of each month. Party A may alter the date of salary payment according to its business needs with prior notification to Party B.

5.2 甲方实行变岗变薪制度。如果乙方工作岗位变动，工资亦可随之变动。乙方工作岗位不变动的情况下，甲方也可以根据经营状况、乙方工作表现等因素对乙方工资作相应调整。Party A implements such mechanism that salary is adjusted according to the nature of different positions. If there is any change with Party B's position, his/her salary can be adjusted accordingly. Where Party B's position remains unchanged, Party A may also adjust his/her salary according to Party A's business needs as well as Party B's performance.

5.3 乙方的个人所得税由个人承担，按规定由甲方在发薪时代扣代缴。若适用，乙方应当按照中国相关法律的规定自行进行个人所得税的申报。Party B shall pay individual income tax for his/her taxable incomes. Party A will withhold such individual income tax from Party B's monthly income and pay to the relevant tax authority on behalf of Party B according to applicable laws. If applicable, Party B shall be responsible for any individual income tax filings on his/her own in accordance with applicable PRC laws and regulations.

5.4 乙方确认员工薪酬具有保密性，其不会向甲方其他员工或其他不应知晓此信息的第三方披露薪酬情况。如乙方违反此约定，如恶意散播或造成恶劣影响的，将作违纪处理；如构成严重违反甲方的规章制度，甲方有权依法解除劳动合同。Party B acknowledges that any remuneration-related information constitutes confidential information belonging to the Company, and undertakes that he/she will not disclose any such information to any other employee of Party A or any third party that is not supposed to be informed of such information. Any breach of this clause by Party B, such as deliberately disseminating the information or causing any negative influence, shall be deemed as in violation of the Company discipline. Where such violation constitutes material violation of Party A's rules and regulations, Party A shall have the right to terminate this Contract according to the law.

第六条 ARTICLE 6: 社会保险和福利待遇 SOCIAL INSURANCE AND WELFARE BENEFITS

6.1 甲方按照国家和地方有关规定为乙方缴纳各项社会保险及住房公积金。属于乙方个人缴纳部分，由甲方在发薪时代扣代缴。乙方应在国家和地方规定的时间内，向甲方提供办理社会保险和福利所要求的文件并提供必要的协助；若因乙方个人原因导致甲方未能及时办理有关社会保险和福利，由乙方本人承担相关的责任和损失。Party A shall contribute to the social insurances and housing fund for Party B in accordance with applicable national and local regulations. The portion to be contributed by Party B will be withheld by Party A from Party B's monthly payroll and deposited accordingly on behalf of Party B. Party B shall provide relevant documents and assistance required for social insurance and welfare programs in due course according to relevant national and local requirements. In case of delayed processing of relevant social insurance and welfare arising from personal reasons, any responsibility and loss in connection with theforesaid will be at the Party B's cost.

6.2 乙方除了享有国家规定的包括但不限于因工负伤、医疗期、医疗费用及病休待遇等保障和福利，同时享有甲方按公司规定提供的其他福利。In addition to the statutory insurances and benefits provided under national regulations, including but not limited to work-related injuries, medical treatment period, medical expenses and sick leave treatment, Party B shall also be entitled

to other benefits provided by Party A in accordance with its company policies.

第七条 ARTICLE 7: 保密和竞业限制 CONFIDENTIALITY AND NON-COMPETITION

7.1 乙方确认并认可公司商业秘密对甲方至关重要。乙方承认并同意其在任职期间可获得（无论从任何渠道以任何方式）的任何可以给甲方带来经济利益或竞争优势且不为公众所知的经营信息与技术信息等均属于甲方的商业秘密范畴。Party B acknowledges and recognizes that the Company's trade secret is highly important to Party A. Party B hereby acknowledges and agrees that, any business information and technical information not open to the public, which Party B may acquire in any way and through any access during his/her employment and can bring to Party A economic interest or competitive advantages shall fall into the scope of trade secrets of Party A.

乙方同意，其任何泄露商业秘密的行为将被视为本合同项下的违约。乙方特此承诺将严格保守甲方的商业秘密，未经甲方书面同意或非为履行本合同项下的职责和义务，乙方不得向任何第三方（包括不得知悉该项秘密的甲方其他员工）泄漏甲方的任何商业秘密，直至甲方宣布该项秘密解密或该项秘密非因乙方的过错而为公众所知。Party B acknowledges that any conduct that discloses the trade secrets of Party A shall be deemed as breach of the Contract. Party B hereby undertakes that it shall strictly keep the trade secrets of Party A in strict confidence, and that unless with Party A's prior written consent or for the purpose of performing the duties and obligations hereunder, Party B shall not disclose any trade secrets of Party A to any third party (including Party A's other employees who are not entitled to be informed of such secrets) until Party A announces the release of such trade secrets from confidentiality or that such trade secrets have been in the public domain for reasons not attributable to Party B's wrongdoing.

7.2 乙方同意在任职期间不会从事与甲方有竞争关系的任何业务，包括但不限于不到与甲方有竞争关系的单位就职；不得自营或为他人经营与甲方有竞争的业务或产品；不得通过任何直接或间接的方式诱导或企图诱导、游说、鼓动或干扰甲方及花旗集团的员工离职；不得聘用或促使他人聘用甲方及花旗集团的员工。Party B hereby agrees that during his/her employment with the Company, he/she shall not engage in any commercial activity that competes with Party A's business, including but not limited to undertaking any position in any entity that competes with Party A; operating or producing by himself/herself or for others any business or products in competition with Party A; in any way, directly or indirectly, soliciting or attempting to solicit or otherwise induce, encourage or influence any person to leave the employment with Party A or Citi Group, and; employing or causing others to employ any employee of Party A or Citi Group.

7.3 乙方承认并认可，如果乙方违反上述 7.1 或 7.2 项所约定的内容，将会给甲方或花旗集团造成严重的且不可挽回的损失，同时构成严重违反甲方的规章制度，甲方有权进行相应的违纪处理直至依法解除劳动合同并寻求司法救济。Party B acknowledges and recognizes that, any breach of the above Clause 7.1 or 7.2 by Party B may cause serious and irreparable losses to Citi and may be in material violation of Party A's rules and regulations. In case of such breach by Party B, Party A shall have the right to take appropriate disciplinary actions until termination of

this Contract and shall be entitled to seek for judicial remedies.

第八条 ARTICLE 8: 劳动纪律 LABOR DISCIPLINE

8.1 乙方在此同意并承诺严格遵守国家法律、法规、相关监管机构的规定以及甲方依法制订的各项内部规章制度（包括但不限于《员工手册》及《违纪行为处理及问责办法等》），以及甲方不时转发的各类相关监管部门的文件及规定。乙方应服从甲方的管理、积极完成所从事的工作，遵守各项内部规章制度和监管规定，如有违反，甲方有权按照前述规章对乙方予以适当的纪律处分。甲方将根据相关监管要求将乙方所受到的纪律处分及/或刑事处罚信息（如有）上报相关的监管机构及行业协会。

Party B hereby agrees and undertakes to strictly abide by the applicable laws and regulations, regulatory rules and regulations, and observe the internal rules and regulations duly stipulated by Party A (including but not limited to the Employee Handbook and Disciplinary Action Guidelines and Accountability Measures etc.) and regulatory notices and regulations cascaded by supervisory authorities through Party A. Party B shall comply with Party A's management and actively accomplish his/her work. In case of any violation of the labor discipline, Party A shall be entitled to take appropriate disciplinary actions of this Contract in accordance with aforementioned internal rules and regulations. Party A will report Party B's disciplinary actions and/or criminal penalties (if any) to relevant regulator and banking association according to regulatory requirements.

8.2 乙方同意其在入职前有告知其是否有违法违规事实和行为的义务，甲方保留对乙方在任职前隐瞒违法违规事实的行为进行内部问责的权利以及对乙方离职后发现的任职期间违规违纪行为进行追溯问责的权利。本款规定在本劳动合同不论何种原因解除或终止后仍继续有效。Party B hereby agrees and undertakes to report to Party A if he/her had non-compliance behaviors before on boarding. Party B reserves the right for internal investigation for Party B's undisclosed non-compliance behaviors before on boarding at Party A's sole discretion. This clause will survive termination or expiration of this Contract for whatever reasons.

8.3 若乙方的劳动关系由花旗集团其他关联企业转移至甲方，乙方确认与其既往任职相关的所有权利义务由甲方承继，包括乙方既往任职期间的工作年限、绩效成果、行为表现、及奖惩情况等。甲方有权对其既往任职期间发生、但尚未被查证或问责的违纪行为进行处理。若乙方在既往任职期间对花旗集团其他关联企业造成损失损害的，该等损失损害视同对甲方造成的损失损害，甲方有权向乙方主张损失赔偿责任或纪律处分。

Under the circumstance that the employment relationship of Party B was transferred to Party A from other affiliate of Citigroup, Party B hereby undertakes that the rights and obligations regarding previous employment shall be inherited by Party A, including service years, performance, behaviors, and rewards and punishments of Party B during previous employment. Party A is entitled to take actions to the misconduct committed by Party B during previous employment but has not been discovered or disciplined. If Party B has caused any damage or loss to other affiliate of Citigroup during previous employment, such damage and loss will be deemed as that of Party A, for which Party A may claim compensation or take disciplinary actions against Party B.

8.4 乙方在此同意并承诺严格遵守甲方的保密制度和规定，任何违反甲方保密制度和规定的行为，均将被视为严重违反劳动纪律，甲方有权立即与乙方解除劳动合同，并且，甲方有权向乙方追索经济赔偿。本款规定在本劳动合同不论何种原因解除或终止后仍继续有效。Party B hereby agrees and undertakes to strictly comply with Party A's confidentiality requirements and regulations. Any violation of such confidentiality requirements and regulations by Party B will be deemed as material violation of the Company's internal rules and regulations, which will entitle Party A to immediately terminate the Contract and claim relevant economic compensation from Party B. This clause will survive termination or expiration of this Contract for whatever reasons.

8.5 乙方在此同意并承诺，未经甲方书面同意，乙方在本劳动合同期内或服务期内不得在任何其他经济组织中任职或为任何其他经济组织提供任何形式的服务，也不得为自身或他人利益从事任何与甲方业务有竞争或相关的经营活动。Party B hereby agrees and undertakes that, during the term of this Contract or the service period of Party B, without Party A's prior written consent, Party B shall not take any position in any other economic unit, provide any kind of services to any other economic unit, or engage in any commercial activities for his/her own benefits or for the benefits of any other party that competes with or relate to Party A's business.

第九条 ARTICLE 9: 合同的解除和不得解除 TERMINATION

9.1 经甲乙双方协商一致，本合同可以解除。The Contract may be terminated upon mutual agreement by and between both Parties.

9.2 有下列情形之一的，甲方有权根据劳动法、劳动行政法律法规、相关监管机构的规定、本合同及甲方内部规章的规定解除本合同，辞退乙方：In accordance with Labor Law, relevant labor laws and regulations, relevant regulatory rules and regulations, the Contract and Party A's internal rules and regulations, Party A may terminate the Contract at any time under any of the following circumstances:

- a) 乙方在试用期被证明不符合录用条件的; where Party B has been proven unable to meet the employment requirements of Party A during the probation period;
有下列情形之一的，均被视为不符合录用条件（包括但不限于）：
 - 被查实不符合招聘条件的，包括相关学位/学历要求、工作经历、工作年限要求、相关资质证书和银行业从业人员资格证书（如适用）等；
 - 拒不提供公司要求的合理信息的；
 - 在订立劳动合同时有欺骗、隐瞒或其它不诚实行为；
 - 不具备政府规定的就业手续或就业许可的；
 - 未取得中国银行保险监督管理委员会就乙方供职于甲方的批准（如需批准）；
 - 未取得中国证券监督管理委员会就乙方供职于甲方的批准（如需批准）；
 - 无法提供公司办理录用及社会保险所需要的文件证明的；
 - 无法完成公司分配或双方约定的工作任务或工作指标的；
 - 试用期内考核不合格的；
 - 身体健康状况不符合岗位要求的；
 - 与原用人单位存在竞业限制约定且公司也属于该等约定所约束就业范围的；

- 提供虚假学历和虚假信息的;
- 工作经验的核查结果有不良记录的; 不符合从业人员要求或任职资格的;
- 曾经因违纪被辞退的、有其他纪律处分记录的; 发现犯罪记录、违规记录的;
- 名列银行业或其他金融业监管机关或金融业同业工会的从业人员不良信息库的;
- 甲方规定或双方约定的其它情形。

Any of the following circumstance is considered not meeting the employment criteria (including but not limited to) :

- The employee is proved to be not meeting the job description and criteria, including the relevant academic degree or qualification requirement, working experience, years of service requirement, relevant job-required certificates and Banking Professional Certification (if applicable);
 - The employee refuses to provide the reasonable information required by the Company (if required).
 - The employee has cheating, concealing or dishonest behavior during employment relationship setup.
 - The employee fails to obtain the work permit granted by government.
 - The employee fails to obtain the approval from CBIRC for his/her employment with the Company.
 - The employee fails to obtain the approval from CSRC for his/her employment with the Company.
 - The employee could not provide the documentations that are mandatorily required for the hiring process and social insurance enrollment.
 - The employee is not capable of fulfilling the working target assigned by the Company or agreed with the Company.
 - The employee fails the Company's review/testing within the probationary period.
 - The employee's health condition fails to meet the job requirements.
 - The employee is constrained by the non-competition terms of ex-employer whose business scope falls into the Company's non-competition list.
 - The employee provides false education certificate and false personal information.
 - There is negative finding on reference check or fail to meet employee requirements or job duty qualifications;
 - The employee was recorded/dismissed for undisciplined behavior or had criminal/disciplinary record;
 - Name is listed in the negative list of the banking associations or negative list of relevant regulators;
 - Other conditions specified by Party A or agreed between the Parties.
- (b) 乙方严重违反劳动纪律或者甲方的规章制度的; where Party B has seriously breached the labor disciplines or the internal rules and regulations of Party A;
- (c) 乙方严重失职、营私舞弊, 给甲方造成重大损害的; where Party B has been seriously derelict in performing his/her duties or engaged in misconduct for selfish ends or personal gains, and cause material damages to Party A;
- (d) 乙方同时与其他用人单位建立劳动关系, 对完成甲方的工作任务造成严重影响, 或经甲方提出, 乙方拒不改正的; where Party B established labor relationship with any

other employer and his/her performance of the job assignments of Party A has been thereby materially impacted, or Party B refuses to rectify such situation as per Party A's requirement;

- (e) 乙方以欺诈、胁迫的手段或乘人之危，使甲方在违背真实意思的情况下订立或变更本合同，致使本合同无效的； where Party B causes Party A to conclude or amend this Contract against Party A's true will by means of fraud, coercion or taking advantage of Party A's precarious position, which makes this Contract null and void;
- (f) 乙方被依法追究刑事责任的； where Party B has been charged or found guilty of a criminal offence; or,
- (g) 法律法规规定的其他情形。Other circumstances stipulated in applicable laws and regulations.

9.3 有下列情形之一的，甲方可以解除本合同，但应提前三十日以书面形式通知乙方：
Under any of the following circumstances, Party A may terminate the Contract by providing thirty-day prior written notice to Party B:

- (a) 乙方患病或非因工负伤，在规定的医疗期满后不能从事原工作，也不能从事由甲方另行安排的工作的； where Party B suffers illness or non-work-related injury and is unable to perform his/her original job duties or other duties arranged by Party A after undergoing a period of medical treatment;
- (b) 乙方不能胜任工作，经过培训或者调整工作岗位后，仍不能胜任工作的； where Party B is incompetent to perform his/her job duty and remains to be incompetent despite being provided further training or being transferred to a different position;
- (c) 本合同订立时所依据的客观情形发生重大变化致使本合同无法继续履行，经甲乙双方协商不能就变更劳动合同达成协议的； where this Contract can no longer be performed due to a major change in the objective circumstances upon which this Contract was concluded, and the Parties cannot reach an agreement on amending the labor contract after negotiation;
- (d) 法律法规规定的其他情形。Other circumstances stipulated in applicable laws and regulations.

9.4 有下列情形之一的，甲方不得依照本合同 9.3(a)(b)(c) 的约定解除本合同： Party A shall not terminate the Contract under any of the following circumstances pursuant to Clause 9.3 (a), (b), (c) herein:

- (a) 若乙方为从事接触职业病危害作业的员工，在其未进行离岗前职业健康检查时，或者若乙方为疑似职业病病人，在其诊断或者医学观察期间的； where Party B engages in any work that may result in occupational diseases and is not provided with proper occupational health check before he/she leaves the work, or where Party B is regarded as one suspected patient of certain occupational disease who shall be under period of diagnosis or medical observation;
- (b) 乙方在公司患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的； where Party B suffers from an occupational disease or work-related injury and is confirmed to have lost or partially lost capacity to work;

- (c) 乙方患病或非因工负伤，在规定的医疗期内的; where Party B is undergoing the required period of medical treatment for an illness or non-work related injury;
- (d) 女性职工在孕期、产期、哺乳期内的; where Party B is a female employee in her pregnancy, confinement or nursing period;
- (e) 乙方在公司连续工作满十五年，且距法定退休年龄不足五年的; where Party B has been working for Party A for no less than fifteen (15) years on a consecutive basis and is in less than five (5) years away from his/her retirement age; or,
- (f) 法律、法规规定的其他情形。Other circumstances stipulated in applicable laws and regulations.

9.5 有下列情况之一，乙方可以通知甲方解除本合同：Party B may terminate the Contract under any of the following circumstances:

- (a) 甲方未按本合同约定提供劳动保护或者劳动条件的; where Party A fails to provide the labor protection or working conditions as stipulated in the Contract;
- (b) 甲方未及时足额支付劳动报酬的; where Party A fails to pay the labor remuneration duly and in full;
- (c) 甲方未依法为乙方缴纳社会保险费的; where Party A fails to make the social insurance contributions for Party B in accordance with the laws;
- (d) 甲方的规章制度违反法律、法规的规定，损害乙方权益的; where Party A's internal rules and regulations violate relevant laws and regulations and impair the rights and interest of Party B;
- (e) 甲方以欺诈、胁迫的手段或乘人之危，使乙方在违背真实意思的情况下订立或变更本合同，致使本合同无效的; where Party A causes Party B to conclude or amend this Contract against Party B's true will by means of fraud, coercion or taking advantage of Party B's precarious position, which makes this Contract null and void;
- (f) 甲方以暴力、威胁或者非法限制人身自由的手段强迫乙方劳动的，或者甲方违章指挥、强令冒险作业危及乙方人身安全的; where Part A uses violence, threats or unlawful restriction of personal freedom to compel the Party B to work, or Party A instructs or forces, against relevant regulations, Party B to work under dangerous situations which threatens Party B's personal safety; or
- (g) 法律法规规定的其他情形。Other circumstances as stipulated in applicable laws and regulations.

9.6 乙方非因上述第 1.2(B)以及 9.5 条原因要求解除本合同的，应当提前三十日以书面形式通知甲方。If Party B desires to terminate this Contract for any reason other than pursuant to Clause 1.2(B) and 9.5 hereunder, Party B shall serve Party A a thirty-day prior written notice.

尽管有以上约定，乙方同意，若乙方在依据本条提出解除本合同时为甲方的高级管理人员(即总监或董事总经理及以上级别的职位)，为了协助甲方进行工作交接，乙方同意其正式离职期应为乙方提出通知后的第五十天(若届时的级别系总监)或第七十五天(若届时的级别系董事总经理或以上的级别)届满之日，或双方协商确定的其他日期。因此，除非双方届时另有约定，乙方实际上应相应地提前五十天或七十五天以书面形式通知甲方解除合同。在此期间，甲方可以采取合理措施确保工作的顺利交接，并仍将支付乙方的基本工资及其依法享受的其

他法定福利。Notwithstanding the foregoing provision, Party B hereby agrees, if Party B is the senior manager (Director or Managing Director and above) at the time that Party B requests to resolve this Agreement and for the purpose of facilitating the smooth handover, the official termination date of this Agreement shall be the 50th day (where the level is Director then.) or 75th day (where the level is Managing Director then.) following the date he/she submits a termination notice or such other date as mutually agreed between the Parties then. Thus, unless otherwise agreed by both parties, Party B shall submit a 50 days or 75 days, as the case may be, prior termination notice to Party A. During such period, Party A may take reasonable actions to ensure smooth handover, and shall still pay Party B the basic salary and other statutory benefits that Party B is entitled to in accordance with the law.

9.7 有下列情形之一的，乙方需根据有关法律法规和/或专项约定承担相应违约责任：Party B shall be held liable for any of the following circumstances in accordance with relevant laws and regulations and/or other special agreements:

- (a) 违反双方另行同意的服务期约定的; Breach of any provision regarding the service period as both Parties may separately agree upon;
- (b) 违反双方约定的有关保守商业秘密及竞业限制义务的。Breach of any provision regarding confidentiality and non-competition obligations as agreed upon between the Parties.

第十条 ARTICLE 10: 合同终止时及终止后的义务 OBLIGATION UPON AND AFTER TERMINATION

10.1 除非甲乙双方另有书面约定，否则本合同将在下列任一情形发生时终止：Unless otherwise agreed in writing by the Parties, this Contract shall be terminated under any of the following circumstances:

- (a) 合同期满; where the term of the Contract expires;
- (b) 乙方达到中华人民共和国的法定退休年龄或开始依法享受基本养老保险待遇的; where Party B reaches the retirement age stipulated by the People's Republic of China or Party B has started to enjoy basic pension insurance benefits in accordance with the law;
- (c) 乙方死亡或者被人民法院宣告死亡或者宣告失踪的; where Party B passed away or is declared dead or missing by the people's court;
- (d) 甲方被依法宣告破产的; where Party A is declared bankrupt according to law;
- (e) 甲方被吊销营业执照、责令关闭、撤销或甲方决定提前解散的; where Party A's business license has been revoked, or Party A is ordered to close down or to be rescinded, or Party A decides to have an early dissolution;
- (f) 法律、法规、规章规定或双方约定终止的其他情形。Other circumstances stipulated in applicable laws and regulations or as agreed upon by both Parties.

10.2 本合同期满，但存在第 9.4 款规定情形之一的，本合同应续延至相应情形消失时终止。乙方因工负伤医疗终结后，经鉴定被确认不同程度丧失劳动能力的，本合同的解除或终止按适用劳动法规及有关规定执行。Where the term of the Contract expires but any of the

circumstances provided under Clause 9.4 exists, the term of the Contract shall be extended until such circumstance no longer exists. However, where Party B has completed medical treatment for work-related injuries and has been confirmed to have lost or partially lost the capacity to work, apply labor regulations and relevant provisions shall apply to the termination of the Contract.

10.3 本合同解除或终止前，乙方应履行下列义务： Prior to termination of the Contract, Party B shall perform the following duties and obligations:

- (a) 向甲方或甲方指定的人交接工作； To handover his/her work with Party A or the person designated by Party A;
- (b) 完好归还其占有的甲方的办公用品、文件、设备等财物； To return in good shape all stationary, documents, equipment and other properties of Party A that Party B occupies;
- (c) 向甲方完整移交载有甲方重要信息的任何载体； To completely return to Party A any items that carries the important information of Party A;
- (d) 协助甲方清理甲、乙双方之间的债权、债务； To assist Party A to clear any claims and debts between Party A and Party B;
- (e) 完成甲方规定的离职流转程序； To complete the handover formalities as required by Party A;
- (f) 协助甲方相关部门办理有关离职手续； To assist relevant departments of Party A regarding administrative departure formalities;
- (g) 非中国大陆籍人士（含港、澳、台）应将就业证交还甲方，并配合甲方完成相应法律法规规定的变更手续（包括且不限于就业证，签证和银监和/或证监任职资格等）。因乙方个人原因而造成相应法律法规规定的变更手续无法按时完成的，甲方对此不承担任何法律责任或赔偿义务。For Party B who are not mainland Chinese citizens (Hongkong, Macao and Taiwan included), to return the work permit to Party A and cooperate with Party A to complete the updating procedure according to applicable laws and regulations including but not limited to work permit, visa and CBIRC and/or CSRC filings. If the updating process required by laws and regulations cannot be completed for Party B's personal reasons, Party A shall not be responsible for any legal liabilities or damages arising thereof.
- (h) 处理其他相关事宜。 To handle other related matters.

10.4 本合同解除或终止时，甲方应履行下列义务： Upon termination of this Contract, Party A shall perform the following duties and obligations:

- (a) 为乙方办理退工手续； To complete the departure procedures and formalities for Party B;
- (b) 为乙方办理社会保险和住房公积金帐户转移或者封存手续。 To complete relevant procedures required for transferring or sealing up social insurance or housing fund account for Party B.

10.5 乙方兹此同意：若乙方未按本合同第十条第 10.3 款约定向甲方履行义务造成甲方损失的，甲方可以要求乙方赔偿损失。Party B hereby agrees that Party A is entitled to claim damages against Party B for any losses to Party A due to Party B's failure in performing any obligations

stipulated in Clause 10.3 hereunder.

第十一章 ARTICLE 11: 双方约定事项 COVENANTS

11.1 乙方接受甲方出资引进、出资培训、办理当地户口、资助购房、提供住房、给予特殊待遇以及乙方涉及商业秘密工作的，甲方与乙方双方可以签订专项协议约定各自的权利和义务。如专项协议的规定与本劳动合同的规定有任何不一致之处，应以专项协议为准。Where Party B's accepts Party A's sponsorship for recruiting, sponsorship for training, assistance in handling local Hukou registration, housing sponsorship or other special treatment, or where Party B's work relates to Party A's trade secret, the Parties may enter into special agreements to stipulate their respective rights and obligations thereof. In case of any discrepancies between such special agreements and this Contract, the specific agreements shall prevail.

11.2 若在本合同期内，乙方向甲方提供的相关个人信息以及在乙方在履约过程中形成的其个人信息，包括但不限于本合同开头所载的乙方联系方式通讯地址、国籍等各项信息以及其他与劳动履行相关的信息发生任何变更，乙方应及时书面通知甲方人力资源部门，否则相关法律责任由乙方自行承担。例如甲方发送给乙方的通知、函件或文件如发送至本合同开头所载之乙方地址即为有效发出，并视为在该通讯方式的通常送达时间内已由乙方收取。During the term of the Contract, Party B shall promptly notify Party A's Human Resource Department in writing if any change to his/her relevant personal information which is provided by Party B to Party A and to the personal information generated in the course of his/her performance of duties, including but not limited to the contact and address as displayed at the beginning of this Contract, nationality and other information in relation to performance of his/her obligations. For example, where Party B fails to provide Party A with such prompt notification, any notice, letter or document sent by Party A to Party B's address as first written above herein shall be deemed as having been effective sent out and received by Party B within the common delivery period.

11.3 甲方将通过不同渠道，包括用中文或英文电子邮件、公告、内网公布等方式将甲方不时制订和/或修改的各项内部规章（包括该等规章制度的民主程序及公示程序）向乙方发布，乙方应当及时阅读相关内容并遵照执行。Party A will, by all means, including Email, announcement, intranet in either Chinese or English, disseminate the newly formulated or updated internal rules and regulations (including the democratic and publication procedures in relation to them) to Party B. Party B shall read promptly and keep compliance with the related content.

11.4 乙方确认并同意：甲方可将本合同转让给(i)收购公司全部或大部分资产的实体；(ii)作为公司直接或间接继承人（无论是通过兼并、购入股份或资产转让）的实体；或(iii)任何其他在中国的甲方的关联方（其定义如下）。本合同应保护公司该继承人或受让人的利益，并对其具有约束力。如果本合同根据以上规定进行了转让，本合同中凡提及公司之处均应相应地指继承人或受让人。乙方不得将本合同或其在本合同项下的任何权利、义务转移、转让或授予他人。“关联方”是指花旗集团在中国投资设立的任何实体。本合同依据本条款转让给甲方的关联方且乙方的薪资待遇水平及聘用条件未受到实质性负面影响的，乙方同意不要求甲方支付有关合同解除/终止的经济补偿金或赔偿金。Party B hereby acknowledges and agrees that, Party A may assign the Contract to (i) any entity that acquires all or substantially all of the assets of the Company; (ii) any direct or indirect successor of the Company (whether through

merger, share acquisition or asset transfer) (iii) any other Affiliates (as defined below) of Party A in China. The Contract shall protect the rights and interests of such successor or assignee, and shall be binding on such successor or assignee. If the Contract is so assigned according to the above provision, any reference to the Company herein shall accordingly refer to such successor or assignee. Party B shall not transfer, assign or authorize any of its rights and obligations hereunder to any other person. "Affiliate" means any entity established and invested by Citi Group in China. Party B agrees that it shall not claim any severance payment or compensation regarding the termination or ending of the Contract against party A if this Contract is transferred to Party A's Affiliates in accordance with this clause and does not cause any substantial adverse impact to Party B's compensation package or employment conditions.

11.5 乙方确认并同意：甲方有权为履行本合同或与乙方签署的其他协议之目的，或因实施人力资源管理目的，或其他法律法规适用的目的而收集、存储、使用、加工、传输、提供、公开和删除乙方的相关个人信息以及敏感个人信息，包括个人情况、背景、信用状况、服务记录、纪律处分及/或刑事处罚情况、培训相关影像影音资料以及其他就业数据等，该等信息将在花旗集团旗下公司或其授权的外部第三方处（无论在中国境内或境外）储存，并可能在甲方及其母公司、子公司、关联机构、承继人、受让人，花旗集团旗下各分支机构、子公司及其关联公司或被授权的第三方（无论在中国境内或境外，统称“甲方及其相关方”）内被分享；和/或根据任何权力机关、司法机关或监管部门（无论在中国境内或境外）的要求向其披露；或以其他方式委托授权第三方处理。在乙方无论因何原因离职后，基于下列原因，甲方及其相关方仍有权通过花旗集团旗下公司或其授权的外部第三方（无论在中国境内或境外）保存上述信息，并有使用、批露上述信息的权利：

Party B confirms and agrees that Party A is entitled to collect, store, use, process, transmit, provide, disclose and delete relevant personal information and sensitive personal information of Party B for the purposes of performing this Contract or the other agreements between Party A and Party B or for the purposes of carrying out human resources management or complying with applicable laws and regulations, including personal status, background, credit status, service records, disciplinary and/or criminal penalties, media materials relevant to training and other employment data. Such information is allowed to be stored in the entities of Citigroup or the authorized third party whatever domestic or oversea, and to be shared between Party A and its parents, subsidiaries, affiliates, successors and assigns, Citigroup's subsidiaries and affiliates or the authorized third party, whether domestic or oversea ("Party A and its related parties"); and/or to be disclosed to any domestic or oversea administrative authorities, judiciary bodies or regulatory authorities upon requests; or to be provided to an entrusted third party to process. Regardless of the separation reason for Party B, based on following reasons, Party A and its related parties are entitled to keep Party B's above data via the entities of Citigroup or the authorized third party whatever domestic or oversea, as well as using and disclosing the above data:

- (a) 个人信息管理备案；for the maintenance and administration of personnel records;
- (b) 内部培训；for the use of internal training;
- (c) 向您未来雇主提供背景调查信息；to provide references to future or prospective employers;
- (d) 与您交流；to communicate with you;
- (e) 满足花旗集团或其所在地、境外政府机构、准政府组织所提出的要求提供您个人信息的义务、要求、制度、程序、措施及安排需要；to comply with any obligations,

- requirements, policies, procedures, measures or arrangements for sharing data and information within Citigroup or with any local or foreign governmental or quasi-governmental bodies or their requests, which may involve the disclosure of your information to such third parties;
- (f) 涉及刑事案件及欺诈行为的侦查、预防、调查及检举起诉; for crime and fraud detection, prevention, investigation and prosecution;
- (g) 基于保护甲方和花旗集团以及其客户、员工、合同相对方权益的需要; 及 to enforce or defend the rights of Party A and Citigroup, any of their customers, their other staff, and contractual parties; and
- (h) 根据相关法律要求而所需要进行的披露, 如在中国法律下所要求的配合司法、政府机构以及对公司或花旗集团具有管辖权的监管部门的调查。to make disclosures as permitted or required by applicable law such as in connection with investigations requested by judiciary authorities, government and the Company or Citigroup's supervisory authorities.

11.6 乙方确认并同意: 出于经营及管理需要甲方采用各种线上系统, 包括但不限个人信息登记、绩效考核、假期申请、培训以及用于日常各项工作的系统; 乙方所使用的各类系统密码、工作邮箱等禁止与他人(包括甲方其他员工)共享; 乙方承诺不会告知他人该等帐户及密码, 或接受、使用他人的帐户及密码, 进入该等系统或账户查阅相关信息。乙方因对各类系统中填写、申报或确认的个人信息负责。

Party B confirms and agrees that Party A adopts various online systems to meet the need of operation and management, including but not limited to personal information registration, performance assessment, leave application, training and other systems for daily operation. Party B shall not share his/her system password and working mailbox etc. with others (including employees of Party A). Party B promises that he/she will not give anyone else the access of the accounts and passwords, nor will Party B accept or use others' account and password to enter the systems and accounts for information. Party B is accountable for all the personal information filled, reported and confirmed by him/her in the aforementioned systems.

11.7 乙方确认并同意, 甲方将依据监管机构的要求, 将乙方在职期间或离职后所受到的相关处罚信息(包括但不限于刑事处罚、行政处罚、党纪处分、内部处分及其他惩戒措施)以及流动信息(流入或流出银行保险机构的信息)等从业人员监管信息报送至相关监管机构, 并供监管机构辖内的银行保险机构查询。Party B confirms and agrees that, according to requirements of the regulators, Party A will report to the regulators about relevant disciplinary information (including but not limited to criminal punishment, administrative punishment, party disciplinary action, internal disciplinary action and other disciplinary measures) received by Party B during and after Party B's employment, and Party B's change in employment relationships with banking and insurance institutions, for supervision and for inquiries from banking and insurance institutions within the jurisdiction of the regulators.

第十二条 ARTICLE 12: 违约责任 LIABILITY FOR BREACH OF CONTRACT

12.1 本合同一经签订, 甲乙双方均应严格履行。任何一方违反本合同或专项协议约定给对方

造成经济损失的，均应根据损失情况承担相应的经济赔偿责任。如乙方按照本合同规定或专项协议约定应当向甲方支付违约金或赔偿金的，甲方可以经事先书面通知乙方后从其应支付给乙方的工资、奖金或其他款项中直接扣减。Both Parties shall strictly abide by the provisions of the Contract upon execution. In the event that any Party breaches any of the provisions hereof which results in any losses or damages of the other Party, such breaching Party shall compensate the other Party for such damages. In the event that Party B shall compensate Party A in accordance with the Contract or any special agreements, Party A, with prior written notice, may directly deduct such compensation amount from Party B's salary, bonus or other payment.

12.2 甲乙双方任何一方提出解除本合同而未按本合同规定的提前日期书面通知对方或通知时间不足的，责任方应当按实际不足天数，以乙方月工资为计算标准，给予对方经济补偿。In the event any Party initiates termination of the Contract without serving prior written notice to the other Party or without serving the written notice with sufficient days in advance in accordance with the provisions herein, such Party shall pay monetary compensation to the other Party for such insufficient notice days on the basis of Party B's monthly salary.

第十三条 ARTICLE 13: 劳动争议的处理 LABOR DISPUTE RESOLUTION

13.1 甲乙双方因履行本合同而发生劳动争议时，适用劳动争议处理程序。Any labor dispute arising out of the performance of the Contract shall be settled through the labor dispute resolution proceeding.

13.2 劳动争议的程序为：The labor dispute resolution proceeding shall be as follows:

- (a) 甲乙双方协商解决，协商不成的，由争议的一方或双方向甲方所在地有管辖权的劳动争议仲裁委员会申请仲裁。Any dispute shall be first resolved between the Parties through friendly consultations. If the dispute cannot be resolved through friendly consultations, the disputing Party or Parties may submit such dispute to the competent labor dispute arbitration commission at the city where Party A locates for arbitration.
- (b) 争议的一方或双方应该自劳动争议之日起一年内直接向劳动争议仲裁委员会申请仲裁。The disputing Party or Parties shall submit such disputes to the labor dispute arbitration commission for arbitration within one (1) year after the dispute arises.
- (c) 任何一方不服仲裁裁决的，可依法向有管辖权的人民法院提出诉讼。In case either Party is not satisfied with the arbitral award, it may file a lawsuit with the competent People's Court.

第十四条 ARTICLE 14: 其他 MISCELLANEOUS

14.1 本合同中的“内部规章” 指甲方根据法律及自身经营、管理需要已经制定的或将来不时制定和更新的各项规章制度、工作规范、《行为准则》、《员工手册》及《违纪行为处理及问责办法》的规定。乙方理解并且知道其负有遵守及主动获知甲方通过各种合理形式（包括但不限于通知、公告、电子邮件及内部网络）所公布的此等内部规章内容的义务。“Internal rules and regulations” means all internal rules, regulations, working guideline, Code of Conduct, Employee Handbook and Disciplinary Action Guidelines & Accountability Measures that have

been or will be formulated and amend by Party A from time to time according to the laws and its operational and management needs. Party B understands and acknowledges his/her obligation to abide by and voluntarily obtain information regarding such internal rules and regulations published by Party A by any reasonable means (including but not limited to by notice, bulletin board, emails or intranet).

14.2 在劳动合同有效期内，如甲方发生转制、更名、合并、分立等情况但不影响双方履行本劳动合同的，本合同将继续有效。如某条款确需变更，甲乙双方将就此条款另行协商。During the term of the Contract, any transformation, company name change, merger or separation of Party A that does not affect any Parties' performance of the Contract shall not affect the validity of this Contract. If any clause hereunder needs to be amended pursuant to the above circumstances, both Parties shall negotiate in that regard.

14.3 本合同及由此产生的双方的权利和义务应受中国法律管辖，按照中国法律解释和执行。本合同条款如与法律、法规相悖时，以法律、法规的规定为准。This Contract as well as both Parties' rights and obligations arising hereof shall be governed by the laws of People Republic of China, and shall be construed and enforced in accordance with the same. If any provision of this Contract conflicts with any provision in applicable laws or regulations, such provision shall prevail.

14.4 本合同未尽事宜，甲乙双方可以协商解决或者按照国家和当地有关规定执行。Matters not addressed in this Contract shall be settled through friendly consultation by both Parties or in accordance with applicable national and local regulations.

第十五条 ARTICLE 15: 合同的签署 EXECUTION OF THE CONTRACT

15.1 乙方在此声明，在签署本合同之前，乙方已阅读并充分理解、自愿同意本合同的有关条款和条件，乙方并未受欺诈、胁迫而签订本合同，乙方在签订本合同时未受监禁，并且，签署本合同不会使乙方违反其原先签订的任何其它合同或使甲方向乙方前用人单位承担任何的法律责任；在签署本合同之前，乙方已有充分的时间考虑是否签署本合同，包括但不限于获得与乙方选择的律师讨论本合同有关条款和条件、以及相应的法律后果的机会。Party B hereby represents that before signing this Contract, Party B has read, fully understood and voluntarily agreed to the terms and conditions herein, that Party B is not coerced or under deception and duress to sign this Contract, that by signing the Contract, Party B will not violate any other contract to which Party B is a party or cause Party A to bear any legal liability to Party B's former employer, and that before signing this Contract, Party B had adequate time to consider whether to enter into the Contract, including without limitation, the opportunity to discuss the terms and conditions of this Contract and its legal consequences with an attorney chosen by Party B.

15.2 乙方在此特别声明和保证，并承诺直至本合同有效期的最后一日：Party B hereby represents and warrants as of the last day of the term of the Contract that:

- (a) 乙方确认在就职伊始即已被甲方告知签署本合同是其受聘于甲方的必要条件；同时

甲方已经告知乙方其工作内容、工作条件、工作地点、职业危害、安全生产状况、劳动报酬以及乙方要求了解的其他情况; Party B was advised by Party A prior to his/her employment that the execution of the Contract was a precondition to the recruitment; in the meantime, Party A has advised Party B of his/her work contents, working conditions, work place, occupational hazard, safe production status, remuneration and other information Party B required to be aware of;

- (b) 乙方未曾签署与本合同条款相左或者会导致违反本合同任何条款的任何合同（包括但不限于保密合同或竞业限制合同），乙方在将来也不会签署任何此类合同，除非其已事先获得甲方书面明确同意或者所适用的本合同的相关条款或内容已经失效; Party B has not executed and will not execute any contract (including but not limited to confidentiality contract or non-competition contract) that is inconsistent with or may cause a breach of the terms of the Contract, unless Party B has obtained prior written consent of Party A or the applicable clauses or content of the Contract is no longer valid;
- (c) 乙方未曾，且将来也不会，披露任何第三方（包括但不限于其前雇主或其客户）的商业秘密或保密信息；以及 Party B has not and will not disclose the trade secrets or confidential information of any third party (including but not limited to Party B's former employers or its clients); and
- (d) 乙方未曾，且将来也不会（除非事先征得甲方书面明确许可），向甲方提供或导致甲方使用受制于乙方或第三方权利的任何知识产权（包括但不限于著作权、商标、服务标记、专利、专有技术、商业秘密或保密信息）。Party B has not provided, and unless having obtained Party A's prior written consent, he/she will not provide Party A with or cause Party A to use any intellectual property subject to the rights of Party B or any third party, including but not limited to, copyright, trademark, service mark, patent protection; know-how, trade secrets or confidential information.

15.3 本合同一式二份，甲乙双方特此签字确认各执一份，经甲乙双方签字后生效，两份合同具有同等法律效力。双方之前签订的所有与雇佣事项相关的有约束力的文件如与本合同相悖，以本合同为准，除非双方另有约定。The Contract shall be executed in two (2) copies, and each Party shall carry one (1) copy. Both copies shall become effective upon execution by the Parties and shall carry equal legal effect. In the event of discrepancies between any binding documents regarding employment matters previously executed by both Parties and this Contract, this Contract shall prevail unless there is any other agreement by both Parties.



[下一页为签字页] [Signature Page Follows]



甲方: 花旗金融信息服务(中国)有限公司
Party A: Citigroup Services and Technology (China) Limited

乙方 Party B:

签名 Signature _____

(王一帆)

签约日期 Date of Execution: 2022年7月4日