

IBM CONFIDENTIAL

Dear Wang Yang,

As a result of your interview with us, I take great pleasure in representing you the following offer with IBM Dalian Global Delivery Company Limited ShanghaiBranch for an open-ended contract.

Business Function : GBS
Position Title : Application Developer
Monthly Base Salary(MBS) : CNY 9000

Spring Bonus

The company shall provide a spring bonus. The amount of each bonus will be equivalent to your monthly base salary for December of the then-current year. Payment of preceding year's spring bonus will occur in the monthly salary for March of the following year. For each complete calendar year of your service, you shall receive the full amount of bonuses due; Otherwise, the bonus will be provided pro rata per actual working days of the current year. If you quit before December, the amount of bonus will be based on your last month salary and pro rata paid together with the base salary of last month.

Incentive Plan

The Company provides an incentive plan for some of its sales employees. As a member of the sales personnel, you may participate in the incentive plan upon your manager's confirmation. Detailed provisions will be disclosed to you by your manager before you accept the Incentive Plan Program and sign a Quota Letter accordingly. Payments under the incentive plan are conditional upon the attainment of pre-determined qualitative and quantitative sales targets. The Company may adjust the terms and eligibility criteria of the incentive plan at its discretion.

To be eligible for this plan, you must be employed by the Company and on the Company's payroll as of the time of each payout. Employees on the incentive plan will not be eligible to participate in the Growth Driving Profit-sharing Program.

Individual Income Tax

You shall be liable for your individual income tax.

Other employment conditions are outlined in the Employment Contract, which will be signed on your onboard date. This offer is also subject to the following conditions:

1. All benefits required by the government should be settled down by you and your previous employers.
2. Your dossier is officially transferred from your present employer to FESCO which has been appointed by the Company to administrate our employee's dossier.
3. You will be required to complete a probation period of 6 months starting from your on board date. During this probation period, if the Company, in its sole discretion, considers that you have failed to reach the standards required of your position or failed to observe and adhere to the Company's policies

and practices as set out in the Company's Business Conduct Guidelines, the Company may terminate your employment without prior notification.

4. You will be required to observe and follow the Company's policies, procedures, and practices as list in Employee Handbook. Besides, you will be informed of and asked to adapt to the changes and/or updates of the Company's policies, procedures and practices, as well as requirements of local law.

5. You will be personally responsible for your personal tax liabilities with the local Tax Bureau. Additionally, you will also be responsible for any further changes in the amounts of personal tax to be paid by you, as a result of any future changes in the PRC tax legislation.

6. We will offer you **RMB 9000** as sign-on bonus.

The sign-on bonus payment shall be separated into **1** installments. **RMB 9,000** each time will be paid along with the payroll of **13th** month respectively. You don't need refund any paid sign-on bonus amounts if you leave the company, while those unpaid will cease immediately.

This offer will be valid for you to sign and return one copy to us before 27. Aug 2012.. An employment commencement day shall be agreed and no later than 27. Aug 2012.. The offer will be forfeit immediately if you can not meet the aforementioned commencement day, unless obtaining prior written agreement with IBM recruitment representative, and IBM will be under no liability for any loss you may suffer as a result of such withdrawal or lapsing in view of your inability to meet the preconditions of employment.

This offer is made under the condition that upon or before the date of formal on-board or the date on which the labor contract is signed with you whichever the earlier, you will have discharged your legal obligations under all past and present work engagement, contracts, education bonds and guarantees including any non-compete obligations or other restrictive covenants with any previous employer (collectively referred to as "Prior Obligations"). You warrant that your acceptance of this offer will not be in breach of Prior Obligations and you agree to indemnify IBM in respect of any loss or damage that IBM may suffer directly or indirectly from your breach of Prior Obligations. This letter supersedes any previous verbal discussions with you regarding your employment offer.

Kindly confirm your acceptance of our offer on the above terms by signing and returning the duplicate of this letter to Human Resources Department. Upon receipt of the above paper, we will make arrangement for your initial transfer of your dossier to FESCO.

I would like to take this opportunity to wish you a successful career with us.

Very truly yours,

Human Resources Department
IBM Dalian Global Delivery Company Limited Shanghai Branch

Accepted By:

Wang Yang

Date:

