

*Private & Confidential*



**保密文件**

**Offer Letter**

**聘用意向书**

Present 呈送

Shanghai, 15 July 2019

上海, 2019 年 7 月 15 日

Dear Lihe Yuting 李荷雨婷,

We are pleased to provide you with the Offer Letter from Roche Diagnostics (Shanghai) Ltd (hereinafter referred to as "the Company").

我们很荣幸向您提供罗氏诊断产品(上海)有限公司(以下简称“公司”)的聘用意向书。

## 1. Position 职位

You will take up your position as Digital Marketing Executive at our Centralized and Point of Care Solutions & Molecular Diagnostics Department, based in Shanghai, and will report directly to the Marketing Communication Supervisor of Centralized and Point of Care Solutions & Molecular Diagnostics Department of the Company.

您将在公司专业和分子诊断部门担任数字营销专员职位。您的工作地点是上海, 直接主管为公司专业和分子诊断部门市场推广主管。

## 2. Remuneration 薪酬

Your monthly basic salary is CNY11000 before tax; you should bear the individual part of your Social Security contribution and housing fund which shall be paid by yourself.

你的月基本薪资为税前11000元人民币, 您将自行承担您应缴纳的社会保险和公积金个人部分。

The Company will withhold and pay the individual income tax from the aforementioned salary in Shanghai where our Company is registered on behalf of you.

上述薪资中的个人所得税将由公司在公司注册地上海代为扣缴。

You will be eligible for an annual variable target bonus which could be 25% of your annual basic salary. Your annual target bonus is subject to adjustment based upon your individual performance, Company performance and Roche group performance (for eligible employees). This performance bonus will be paid, in the beginning of the following year after the Company verifies its local business performance. The Company may decide: (a) whether the annual target bonus will be paid to you on its own discretion. (b) If payment is decided, whether the annual target bonus shall be paid on a pro rata basis.

此外, 您将有资格获得年度目标奖金(不定额), 可达年基本薪水的 25%。您的年度目标奖金将基于您个人工作表现/成绩、公司业绩和罗氏集团业绩表现(适用于符合条件的员工)而调整。年度目标奖金将在公司核实其在当地的业务情况后, 于次年年初发放。公司有权视上述情况自行决定年度

目标奖金是否发放, 以及如发放情况下, 年度奖金是否按员工当年工作时间按比例发放。

The Company will review your total remuneration annually in each calendar year. The next review date will be in April 2020

公司将会在每个日历年对您的薪资进行年度审核。下一年度的审核时间是 2020 年 4 月。

### 3. Term of Labor Contract and Probationary Period 劳动合同期限和试用期

The term of your labor contract will be 3 years. If you do not receive any other written notice from the Company to adjust your on-boarding date, your on-boarding date will be on 1<sup>st</sup> August 2019. (In case your actual on-boarding date differs from the aforementioned date, the actual on-boarding date shall prevail). The Probationary Period is 6 months from the on-boarding date of employment after conclusion of labor contract.

您的劳动合同期限为 3 年。如您未收到公司其他调整入职日的书面通知, 您的入职日即将为 2019 年 8 月 1 日。如实际工作报到日和上述日期不一致的, 以实际工作报到日为准。试用期为自劳动合同签订后工作报到日起 6 个月。

### 4. Insurance 保险

You will be covered by the medical treatment, personal accident insurance and hospitalization insurance taken out by the Company.

您将享受由公司提供的医疗保障, 人身意外保险以及住院医疗保险。

### 5. Vacation 年假

You are entitled to vacation per calendar year according to the Company's policy.

您将根据公司政策享受假期。

### 6. Work Schedule 工作时间

You will be expected to observe working hours in accordance with the Company's policy and public holidays in the People's Republic of China.

您应当遵守公司政策所规定的工作时间, 并享有中华人民共和国的法定节假日。

### 7. Inventions and Discoveries 发明创造

All inventions and/or discoveries made by you or with your collaboration or under your direction during the period of employment which are in relation to the performance of your duty under the employment, will immediately and automatically belong to the Company. Patents and other protective rights relating thereto cannot be claimed by you in this country or abroad without the permission of the Company; on the contrary, entitlement to patenting or to acquisition of other protective rights, including their utilisation and all patent claims, etc belong solely and exclusively to the Company, without prejudice to your claim thereto pursuant to the provision of the intellectual property laws applicable at the time.

您在受聘期间所完成的、或参与合作完成的或在您指导下完成的一切和履行您的工作职责相关的发明创造, 应立即、自动地归属于公司。未经公司许可, 您不得在国内或国外主张与此相关的专利或其他受保护的权利要求。相反, 公司在不损害您依据届时适用的知识产权法律规定所应享有的权利主张的前提下, 独家性地享有该专利权或取得其他受保护的权利要求(包括使用权和一切专利权)。

### 8. Obligations to Preserve Secrecy 保密义务



You will undertake to keep secret at all times all business matters and/or secrets made known to you in connection with your employment with the Company and also from other employees of the Company as far as such persons are not authorised to such information by their positions and duties. This obligation to preserve secrecy is unlimited and does not cease with the termination of the Employment Contract.

您有义务就所知悉的与受聘于公司相关的任何公司事务和/或商业秘密予以保密，并且对根据其职务和职责无权知悉该等信息的公司其他员工予以保密。保密义务是不受时间限制的，且不以劳动合同的终止/解除而结束。

#### 9. Other Business Interests 其他的公司利益

You will not at any time while employed by the Company, without prior written consent of the Company, be engaged, employed, concerned or in any other way interested directly or indirectly in any company other than a company within Roche group.

在任何时候，未经公司事先书面批准，您在受公司雇佣期间不应与罗氏集团之外的任何公司有聘用、雇佣、关联或其他任何形式的直接或间接利益关系。

#### 10. Behavior inside and outside of the Company 员工在公司内外的行为操守

You will be required at all times to avoid any actions both inside and outside of the Company which might prejudice the interests and reputation of the Company.

在任何时候，您不应在公司内外进行任何可能有损公司利益和声誉的行为。

#### 11. Termination 合同终止/解除

The Company is entitled to inform you of the termination in accordance with labor laws and regulations and the Company's policies. In this event, you are required on the last working day to cease all functions relating to the employment.

公司有权依据劳动法律法规及公司规章制度的规定通知员工终止/解除聘用。在此情况下，您应于最后工作日停止所有与聘用相关的工作及活动。

#### 12. Miscellaneous 其他

You shall obey all the rules and regulations promulgated under the Employee Handbook of the Company. You are also entitled to the rights and benefits promulgated under the Employee Handbook of the Company. The terms and conditions contained in the Employee Handbook are subject to change from time to time in light of new legislation or different company requirements.

您应当遵守公司员工手册中规定的所有规章制度。您并享有公司员工手册中规定的权利及福利。员工手册中的条款和条件将依据届时法律规定或公司政策要求的变化而不时予以修订。

The Offer Letter shall not be effective unless the following 4 conditions are totally satisfied:

- (1) You countersign and return one original of this Offer Letter to the Human Resources Department, Roche Diagnostics(Shanghai)Ltd within 3 days, i.e. on or before 18<sup>th</sup> July 2019;
- (2) The Company's verifies the information provided by you through its background investigation and personal information verification to you;
- (3) You have done the occupational health examination before the commence of work in accordance with the laws and regulations and the internal policy of the Company, and the result meets the requirements for your position; and
- (4) You reach labor contract with the Company in written form and commence your work in the



Company according to the timeline as agreed in the Offer letter.

本聘用意向书在满足下列 4 项生效条件才正式生效:

- (1)您亲自签署本聘用意向书并于 3 日内, 即至 2019 年 7 月 18 日前, 寄回至罗氏诊断产品(上海)有限公司的人力资源部;
- (2)公司经过背景调查、个人信息核实后, 核准您提供的信息属实;
- (3)您按照法律法规及公司要求完成了如之前职业健康检查并且体检结果符合您职位的入职要求; 以及
- (4)您按照本聘用意向书规定的时间和公司正式签订书面劳动合同并入职。

In case of 1) any misrepresentation, falsification or omission of recruitment information provided by you were discovered by the Company in its background investigation and personal information verification during your employment, or 2) you failed to do the occupational health examination before the commence of work, the result of your health examination does not meet the requirement for your position, or any misrepresentation or falsification is discovered in the exam result you provided, you will be considered unqualified with recruitment requirement in your probationary period, or the concluded labor contract will be considered invalid after your probation.

您入职后, 如 1) 公司经过背景调查、个人信息核实发现您提供的入职信息存在任何歪曲、伪造或遗漏的, 或 2) 您未按照公司要求进行入职前职业健康检查、体检结果不符合您职位的入职要求或体检结果存在任何歪曲、伪造的, 如您仍在试用期内, 将被认定为在试用期内不符合录用条件; 或者, 如您已经通过试用期的, 订立的劳动合同将按照无效处理。

The effective of the Offer letter does not mean that the Company and you have established labor relationship. The labor relationship between the Company and you starts from your actual on-boarding date. After conclusion of labor contract, the Offer Letter shall be an appendix of the labor contract. In case of any discrepancy between the employment requirements otherwise stipulated in the Offer Letter and those stipulated in labor contract, labor contract shall prevail. If labor contract is silent on relevant issues, the provisions related thereto in the Offer Letter shall be a supplementary to labor contract.

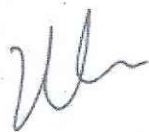
本聘用意向书的生效, 并不意味着双方建立劳动关系。公司与您的劳动关系从您实际工作日起算。劳动合同签订后, 本聘用意向书将成为劳动合同的附件。如本聘用意向书中所提供的聘雇条件与劳动合同中的约定不一致的, 应以劳动合同为准; 劳动合同未作规定的, 应以本聘用意向书的有关内容作为劳动合同的补充。

We wish you all the best in a fulfilling and successful career with Roche.  
祝您在罗氏一切顺利, 职业发展成功!

Yours sincerely

**Roche Diagnostics (Shanghai) Limited**

**罗氏诊断产品(上海)有限公司**



Helen Zhang

张红霞

Head of Human Resources

人力资源部总监

Agreed with the aforementioned 同意并签字:

签字



Signature: .....

日期

2019.7.16.

Date: .....

Acknowledgement of Annual Leave days 年休假确认:

1. ☐ I have already taken all the statutory annual leave in 2019  
我已休完 2019 年度所有法定年休假
2. ☒ As of my on-boarding date in RDSSL, I have \_\_\_\_ days unused statutory annual leave in 2019 I will provide relevant documents to verify.  
截至上岗日我还有 2.5 天未休 2019 年度法定年休假, 我将提供相关证明