



劳动合同

LABOR CONTRACT



甲方：欧立腾（北京）技术咨询有限公司上海分公司（以下简称“甲方”）
依据中国相关法律注册在中国上海市静安区昌平路 68 号 507 室

Party A: ALLEN CHINA LIMITED SHANGHAI BRANCH

a company established under the laws of the People's Republic of China and having its legal address at Room 507, No.68 Changping Road, Jingan district, Shanghai, China

乙方：朱雪莲(以下简称“乙方”)

性别：女
身份证/护照号码：42068419880601102X
出生日期：1988/06/01
家庭住址：上海浦东新区申江南路 7677 弄丝庐雅苑 2 期 20 号 2103 室

Party B: Zhu Xuelian

Gender: Female
ID/ Passport No.: 42068419880601102X
Date of birth: 1988/06/01
Address: Room2103, No.20 Siluyayuan, Lane7677 Shenjiang South Rd. Pudong New District, Shanghai

甲方和乙方就双方之间建立劳动关系及权利义务等事宜，根据《中华人民共和国劳动法》、《中华人民共和国合同法》等有关法律、法规和规章的规定，本着诚实信用、平等自愿的原则，经协商一致，签订本合同。

This contract is executed by and between the Parties after negotiation on the voluntary basis of honesty and equality, with regards to the establishment of labor relations and the rights and obligations thereof in accordance with the Labor Law of the People's Republic of China ("PRC") and other relevant laws, ordinances and regulations.

第一条 工作岗位

Chapter 1 Position and terms

1. 甲方安排乙方从事 测试工程师 工作。 Party A assigns Party B to work as Test Engineer.
2. 乙方的工作地点： 中国。 Party B's location: CHINA.
3. 甲方有权根据生产经营需要及乙方的能力、表现，与乙方协商并调整乙方的工作。
Based on the operation requirements, Party A has the right to change the assignment of Party B in consultation with Party B.
4. 乙方应按时、按质、按量完成甲方指派的任务。
Party B shall work according to the job assignment designated by Party A to accomplish the work on time, and meet the quality and quantity standard.
5. 本合同期限为 3 年，自 2017 年 09 月 08 日起至 2020 年 09 月 07 日止。



The term of this contract is 3 years commencing from date 2017-09-08 expiring on date 2020-09-07.

6. 合同期限中包含试用期 3 个月，自2017 年 09月08日起至2017 年12月07日。

There will be a probationary period of 3 months, commencing from date 2017-09-08 and expiring on date 2017-12-07.

第二条 劳动报酬及福利待遇

Chapter 2 - Salary and Benefits

本合同内涉及工资相关金额均为税前金额。

All amounts mentioned in this contract are before tax amount.

按甲方现行工资制度确定乙方月基本工资为7,000元（税前）。另外您还享受每月人民币6,000元的岗位津贴。

乙方每连续工作12个月后将享受相当于0-1个月工资的绩效奖金，但前提条件是乙方届时仍然继续在职。

According to current salary policy of Party A, Party A shall pay Party B a basic salary of CNY 7000. Also each month you are entitled a position allowance of CNY 6,000.

After each twelve consecutive months Party B is eligible for an annual performance bonus equivalent to 0-1 of your monthly salary. Payment conditions is Party B should still serve in Party A.

甲方负责为乙方支付：

- 净工资；
- 社会保险，包括：养老金、医疗保险、失业保险、住房公积金、工伤保险、生育保险或综合保险，均按照当地政府政策执行；
- 甲方代扣代缴乙方个人所得税。

The Party A will process the transfer of

- net salary,
- social insurance including pension insurance, medical insurance, unemployment insurance, housing fund, work related injury insurance, maternity insurance, is in compliance with local government policy
- Party A withholds individual income tax for Party B

甲方将提供附加的保险种类：个人意外保险与补充医疗保险



The Party A integrates optional insurance: Personal accidental insurance and supplementary medical insurance.

甲方实行新的工资制度或乙方的工作岗位变动时，乙方的工资待遇按甲方规定予以调整。

When the Party A adjusts the job position of the Party B, the salary of the Party B will be adjusted according to the regulation of the Party A.

甲方发薪日期为次月5日之前，实行先工作后付薪。

Party A shall make the remuneration payment to Party B the before 5th of next month.

第三条 工作时间

Chapter 3 - Working days and hours

甲方实行每天工作 8 小时、每周 40 小时、每周 5 天制

Normal office hours will not exceed 40 hours per week, 8 hours per days, 5 days a week.

乙方享有中国国家规定的所有节假日，产假，婚假 与丧亲假将按照中国相关的条例或法律实行。所有员工入职后享有的年假按照公司员工手册的相关规定执行。

The Party B is entitled to all Chinese public holidays, maternity leave, marriage leave, and grievance leave in accordance with the relevant, and applicable, laws, decrees, rules and regulations of the PRC. The entitled annual leave will be executed according to relevant policy in Employee Handbook.

乙方怀孕、法定退休、因病或非因工负伤需治疗或者因工伤亡的，按照规定给予相应的医疗期，以及按照国家及甲方有关规定的工资待遇、医疗费用等处理。

Party A shall react according to the related national and local regulations when Party B gives birth to a child, gets aged (retired), falls sick, gets injured on business, becomes disabled or passes away.

第四条 劳动合同的解除和终止

Chapter 4 – Conditions to Terminate Contract

1. 经甲、乙双方协商一致，劳动合同可以解除。

Party A and Party B come to agreement of terminating the Contract.

2. 乙方有下列情形之一的，甲方可以解除合同，且不需要支付任何经济补偿金：

- (1) 在试用期间，被证明不符合录用条件的；
- (2) 严重违反劳动纪律或者甲方的规章制度的；
- (3) 严重失职、营私舞弊，对甲方利益造成重大损害的；
- (4) 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，或者经甲方提出，拒不改正的；
- (5) 因《劳动合同法》第二十六条第一款第一项规定的情形致使本合同无效的；
- (6) 被依法追究刑事责任或劳动教养的。

If any of the following occurs, Party A can terminate the Contract without any compensation.

- 1) Party B is proofed to be unqualified for the job during the probation period;
- 2) Party B severely violates the labor discipline and Party A's rules and regulations;
- 3) Neglectful of one's duties, practicing fraudulent behaviors or other irregularities which result in grave losses to the interest of Party A;
- 4) During the employment period with Party A, Party B is engaged in any other business or occupation, which seriously impacts on the completion of tasks assigned by Party A, or Party B refuses to correct it;
- 5) The contract becomes invalid caused by the conditions as stipulated in the item 1.1 of Article 26 of the Labor Contract Law of P.R.China;
- 6) Under investigation for criminal liability by government in accordance with laws.

3. 在下列情形之一的，甲方可以解除劳动合同，但是应当提前30日以书面形式通知乙方本人，或者支付一个月工资作为代通知金：

- (1) 乙方患病或者非因工负伤，医疗期满后不能从事原工作，也不能从事由甲方另行安排适当工作的；
- (2) 乙方不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；
- (3) 劳动合同订立时所依据的客观情况发生重大变化，致使原劳动合同无法履行，经当事人协商不能就变更劳动合同达成协议的。

If any of the following occurs, Party A can terminate the contract with thirty (30) days advance notice in writing, or pay one (1) month salary in lieu of notice period.



1)When it is impossible for Party B to take up his / her assigned works or other works assigned by Party A after the expirations of the medical treatment period for the Party B's disease or off-duty (non-work related) injuries;

2)Party B is found to be incompetent for his / her job and such situation continues even after training or transfer to another position is taken place;

3)Major changes have been taken place regarding the objective conditions under which this contract was made and the original contract is not possible to be executed; and the parties fail to reach an agreement to this contract after conciliation;

4. 乙方提前三十天以书面形式通知甲方，可以解除劳动合同。在试用期内的，乙方提前三天通知可以与甲方解除劳动合同。

Party B can terminate the contract shall give a written notice to Party A in 30 days advance, or in 3 days advance during probation period.

5. 乙方有下列情形之一的，甲方不得按照本劳动合同第五条（3）解除劳动合同：

（1）从事接触职业病危害作业的未进行离岗前职业健康检查，或者疑似职业病人在诊断或者医学观察期间的；

（2）患病或非因工负伤，在规定的医疗期内的；

（3）女职工在孕期、产期、哺乳期内的；

（4）在甲方患职业病或因工负伤丧失或部分丧失劳动能力的；

（5）在甲方连续工作满十五年，且距法定退休年龄不足五年的；

（6）法律、法规、规章、规定的其他情形。

If any of the following occurs, Party A shall not terminate or discontinue the Contract based on the Article 3 of this Chapter:

1)Exposed to occupational hazards and has not undergone a health examination, or is suspected of having contracted an occupational disease and is under medical treatment or observation;

2)Within the period of medical treatment due to sickness, work-related or off-duty (non-work related) injuries;

3)During Party B (female) is pregnancy, birth giving and breast-feeding period;

4)Party B is confirmed to have totally or partially lost their labour ability due to occupational diseases or work-related injuries;



- 5) Continuously worked for Party A for fifteen years, and less than five years away from the stipulated retirement age;
- 6) Other conditions stipulated by the laws and regulations of the Chinese Government.

第五条 竞业禁止

Chapter 5 - Non Competition

在本协议有效期内，雇员承诺不拥有、管理、运营、控制、受聘于或参与任何与公司构成或可能构成竞争关系的业务、实体或经济组织。

该等义务应在本合同终止后两（2）年内保持完整效力，适用地域为中国。公司应就此向雇员支付经济补偿，经济补偿金额为此前连续 12 个月中平均税前毛工资的 30 %，并在雇员履行上述竞业禁止义务的期限内按月支付。

即便在竞业禁止期内，聘用方可自行决定不再要求雇员履行该等竞业禁止业务，并不再支付本条规定的补偿金。

若雇员违反了本条款的规定，应向公司支付一笔等值于其在过去两年内工作所取得的报酬的赔偿金。

As long as this Contract shall remain valid, the Employee undertakes not to own, manage, operate, control, be employed by, or participate in the control of any business, entities or economic organization which competes or may enter in competition with the company.

Such obligation shall remain in full force for a period of two (2) years after the termination of this Contract and shall apply within the territory of the People's Republic of China. Accordingly, the Company shall pay to the Employee an indemnity of an amount of 30 % of the average gross wage after tax within the last consecutive 12 months, paid on a monthly basis throughout the duration of such non competition undertaking by the employee.



Upon its discretion, the Employer may release the Employee from the performance of such non competition undertaking and not pay the compensation provided under this article, even during the non competition period.

Should the Employee breach such clause, he shall pay the Company a compensation equivalent to his remuneration collected during the last two years of his activity.

第六条 违约责任

Chapter 6 – Responsibilities about breaking contract

乙方违反劳动法合同法及本合同规定解除劳动合同，或者违返双方约定的保密事项或者竞业限制，对甲方造成损失的，甲方保留向乙方索赔甲方损失的权利，甲方损失包括但不限于下列损失：

甲方为其支付的培训费；

对生产、经营和工作造成的直接经济损失等；

If Party B disobeys Labor Contract Law and rules of this contract to terminate this contract or any breach of Confidentiality and Intellectual Property Rights Agreement/ No competition clause, Party A shall reserve the right to claim compensation from Party B. This compensation includes but not limited to fees for training (to refund the training fees balance), lost for business and etc....

第七条 劳动争议解决办法

甲、乙双方因履行本合同发生争议的，应尽量协商解决，协商不成的，应在劳动争议发生之日起六十日内向甲方所在地劳动争议仲裁委员会申请仲裁。

Chapter 7 - Labor Dispute

Any dispute over fulfillment hereof may be resolved through negotiation between the Parties; and if the negotiation fails, either Party may apply to the Municipal Labor Disputes Arbitration Committee at Party A's location for arbitration within 60 days.



第八条 信息更新

乙方确定下列地址为劳动关系管理相关文件、文书的送达地址，如以下地址发生变化，乙方应书面告知甲方。

乙方地址：上海浦东新区申江南路 7677 弄丝庐雅苑 2 期 20 号 2103 室。

Chapter 8 – Information Obligation

The Party B must give his private address to the Party A. In case of moving, the Party B must give his new address.

Party B's address: Room2103, No.20 Siluyayuan, Lane7677 Shenjiang South Rd. Pudong New District, Shanghai.

第九条 其他

Chapter 9 - Miscellaneous

本合同条款如与国家法律、法规和政策相悖时，以国家法规政策为准。

本合同未尽事宜，按照《劳动法》和甲方的有关规定及《员工手册》执行。

本合同一式两份，甲、乙双方各执一份，经双方签字盖章后生效，两份同等法律效力。

In case when the clause(s) of this contract contravene(s) the national laws and regulations, the Parties agree to consult with each other and to amend this Contract in accordance with the prevailing national laws and regulations.

Party A's Handbook and other regulations, as the attachments of this Contract, are equally effective as the Contract itself.

This Contract is made in English and in Chinese version and in duplicate for the Parties with the same effect.

Party A

Party B

甲方：

乙方：

签订日期：

签订日期：

签订地点：

签订地点：



本人确认已收到并知悉公司全部的规章制度。

I hereby confirm that I have received Employee Handbook and aware of all the company's regulations/rules.

签名 (Signature):

日期 (Date):