

上海炎焰企业管理有限公司

SHANGHAI TALENTBANK CO., LTD

劳 动 合 同

Employment Contract

2023 年 3 月 17 日

March 17th 2023

劳动合同

Employment Contract

上海炎焰企业管理有限公司（以下简称“甲方”或“公司”）和胡湛（以下简称“乙方”），本着平等互惠、协商一致的原则，根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》以及其他相关劳动法规（以下简称“相关法律法规”），签订本劳动合同（以下简称“本合同”）。

According to the Labor Law of the People's Republic of China, the Labor Contract Law of the People's Republic of China and other applicable labor laws and regulations ("Related Laws and Regulations"), the employer Shanghai TalentBank Co., Ltd. ("Employer") and the employee Zhan Hu, ("Employee") hereby enter into this Employment Contract ("Contract") on the basis of equality, mutual benefit and consultation.

乙方姓名	胡湛	出生日期	1987 年 06 月 04 日
Employee	Zhan Hu	Date of Birth	June 4 th 1987
国籍/户籍地址	中国	身份证号/护照号	42112419870604151X
Nationality	China	ID / Passport No.	
联系电话	+86 15727020013	联络邮箱	zhucac@outlook.com
Mobile No.		Contact E-mail	
联系地址	上海市浦东新区张江高科杨集镇小区 97 弄 2 幢 3 号 302 室		
Address	Room 302, No. 3, Building 2, Lane 97, Yangjia Town Community, Zhangjiang High Tech, Pudong District, Shanghai		
开始工作日	2022 年 03 月 17 日		
Start Working Date	March 17 th 2022		
本次合同期限	自 2023 年 03 月 17 日起至 2023 年 06 月 16 日止		
Contract Term	March 17 th 2023- June 16 th 2023		
试用期	N/A		
Probation period			
试用期工资	N/A		
Salary for probation period			
工作制	<input checked="" type="checkbox"/> 标准工时制 regular (fixed): 9am - 6pm (including 1 Hour lunch break)		
Working Time System	<input type="checkbox"/> 不定时工作制 irregular (non-fixed)		
工作地点	上海市黄浦区中海国际大厦 B 座 Wework 15 楼		
Job Location	15/F, Wework, Tower B, Zhonghai International Building, Huangpu District, Shanghai		

年假 Annual Leave	<p><u>15</u> 天（按在职天数折算）</p> <p><u>15</u> work days (pro-rata).</p> <p><u>备注 Notes:</u></p> <p>1) 公休日不含在内 <i>Public holidays will be granted as additional holiday</i></p> <p>2) 年假以自然年度结算 <i>The holiday year is the calendar year</i></p>
工作岗位/内容 Occupation or Job Description	<p>Kong Inc.项目软件工程师</p> <p>Software Engineer, Kong Inc. Project</p> <p>乙方专项担当甲方客户 Kong Inc.项目（“项目”）的工作，乙方工作时间、工作内容等听从项目负责人的指示。</p> <p>Employer assigns Employee to perform tasks related to the Kong Inc. project ("Project"). Employee's working hours, job descriptions, etc. shall be executed according to designated project manager's instructions.</p>
汇报对象 Reporting Line	<p>Guanlan Dai, Director, Engineering, Kong Inc. Project</p>
薪资福利 Remuneration & Benefits	<p>1) 基本工资: RMB 33,000.00/月(<input checked="" type="checkbox"/>税前 <input type="checkbox"/>税后), 按比例折算的十三薪将在 Kong Inc.批准后和 12 月的工资一起支付。</p> <p>Monthly Salary: RMB 33,000.00 (<input checked="" type="checkbox"/> pre-tax <input type="checkbox"/> after-tax), the pro-rated 13th salary will be paid with December salary subject to Kong Inc. approval.</p> <p>2) 社保和公积金将根据国家法律法规由公司代扣代缴。</p> <p>Employer's Social Insurance and Housing Fund contributions will be paid by the company according to Chinese Labor Law stipulations.</p>

以上信息为本合同的基本信息，是本合同的有效组成部分。本合同及合同细则已由乙方本人收执。

Above information is the basic information, and is an integral part of this Contract. This Contract and the Detailed Rules and Regulations were both issued to and kept by Employee him or herself.

Employer (Seal): 甲方（盖章）： Shanghai TalentBank Co., Ltd. 上海炎焰企业管理有限公司	Employee (Signature): 乙方（签字）：
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Representative: Feiyun Tang 法定代表人：唐飞运	ID / Passport No.: 身份证/护照号码： 42112419870604151X
Address: 办公地址： Room 22N, Newtownplaza, No.33 South He'nan Road, Huangpu District, Shanghai 上海市黄浦区河南南路 33 号新上海城市广场 22N	Address: 现住址： 上海市浦东新区张江高科杨集镇小区 97 弄 2 幢 3 号 302 室
Date: 日期：2023 年 03 月 17 日	Date: 日期：2023 年 03 月 17 日

合 同 细 则

Detailed Rules and Regulations of the Employment Contract

第一条 告知与申明

Article 1 (Notification and Declaration)

- 1、 在本合同签订之前和签订过程中，甲方已如实告知乙方关于其工作内容、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；

Prior and during signing of this Contract, Employee has been fully informed by Employer on the Job Description, working conditions, Job Location, occupational hazard, safety conditions, labor remuneration and other information Employee demands to be disclosed to.

- 2、 甲方已经逐条向乙方提示了本合同的各个条款和本合同附件，尤其是《员工手册》，并就乙方的疑问进行了协商；

Employer did specify to Employee this Contract article by article, including the Appendixes of this Contract, especially the Rules of Employment. Employer also consulted with Employee for Employee's queries.

- 3、 乙方确认，在签订本合同之前已经逐条核对了本合同的所有条款，并逐项阅读了甲方包括《员工手册》在内的所有规章制度，乙方对甲方的规章制度给予认可，并愿意接受该类规章制度的约束。如有违反，愿意接受规章制度的相关规定进行的处理。

Employee hereby confirms, prior to Employee's signing of this Contract, Employee did verify each and every article of this Contract, and read article by article all the rules and regulations of Employer, including the Rules of Employment. Employee agrees to and is willing to be bound by the rules and regulations of Employer. When there is any breach to the rules and regulations by Employee, Employee is willing to be disciplined accordingly.

- 4、 乙方保证其向甲方提供的个人资料和说明是真实有效的，乙方在与甲方签订本合同时不存在与任何甲方之外的企业存在任何的劳动或劳务关系。

Employee warrants that all the personal information and statements of him or herself that was provided to Employer are true and effective. Employee further warrants that at the time this Contract is signed, he or she is not engaged in any employment or labor relationship with any party other than Employer.

第二条 合同类型及合同期限的约定

Article 2 (The Agreement on Contract Type and Term)

- 1、 合同类型及合同期限为第一页的《合同类型》及《合同期限》。

The type and term of this Contract is specified in the Contract Type and Contract Term on Page One of this Contract.

- 2、 若甲乙双方因培训、进修等原因约定了服务期，且服务期长于本条第 1 款约定的期限，则本合同延长至该服务期期满时止。

When there is an agreement by the Parties on service term for reason of training, advanced studies and others, and such agreed service term exceeds the term in Article 2.1, the term of this contract shall be extended till the end of the service term.

- 3、 甲乙双方任何一方欲续签劳动合同时，经与对方协商一致后，重新签订。一方在接到另一方要求续订的通知后 7 日内不作书面答复或与对方续订本合同的，视为该方不同意续订。本合同不自动更新。

When any Party intends to renew this Contract, upon consultation between the two Parties, this contract can be renewed. When the recipient fails to reply in written or renew this Contract within the seven (7) days period commencing from the date when notice is received, the recipient shall be deemed to disagree on renewal. This Contract shall not be renewed automatically.

第三条 无固定期限劳动合同成立的条件

Article 3 (Precondition of the Establishment of an Open-term Employment Contract)

- 1、 第一页的《合同类型》及《合同期限》为无固定期限劳动合同时，本条适用。

When the Contract Type and Contract Term on Page One of this Contract specifies Open-term Employment Contract, this Article shall apply.

- 2、 符合以下情形之一时，甲方与乙方订立无固定期限劳动合同。

Under one of the following circumstances, Employer shall enter into an Open-term Employment Contract with Employee:

- (1) 双方协商一致签订无固定期限劳动合同。

The Parties mutually agreed on an Open-term Employment Contract.

- (2) 乙方在甲方连续工作满十年，提出或同意续订劳动合同，且未提出订立固定期限劳动合同的。

Employee has been working for Employer for over ten (10) consecutive years, and proposes or agrees to a renewal to this Employment Contract, and in the absence of a proposal by Employee for a Fixed-term Employment Contract.

- (3) 双方连续订立两次固定期限劳动合同，且乙方没有本合同第二十条（由甲方解除本合同）第一款、第二款（1）、（2）项规定的情形，乙方提出或同意续订劳动合同，且未提出订立固定期限劳动合同的。

The Parties have completed two consecutive Fixed-term Employment Contract sand in the absence of the circumstances under Article 20.1, 20.2 (1), 20.2 (2) (Contract Unilaterally terminated by Employer). And Employee proposes or agrees to a renewal to this Employment Contract and in the absence of a proposal by Employee for a Fixed-term Employment Contract.

- 3、 在本条第 2 款所列情形中，若乙方主动提出订立固定期限劳动合同，则双方不再签订本无固定期限合同，乙方须向甲方提交书面要求，双方另行协商签订固定期限劳动合同。

Under the circumstances of Article 3.2, when Employer proposes to a Fixed-term Employment Contract, the Parties shall not enter into an Open-term Contract. Employer must submit a written request to Employee on such a proposal. The Parties shall then enter into a Fixed-term Employment Contract through consultation.

- 4、符合本合同第五条（录用条件）的约定。

An Open-term Employment Contract must satisfy the stipulation in Article 5 (Recruiting Criteria) of this Contract.

第四条 工资及试用期工资约定

Article 4 (Salary and Salary in Probation Period)

- 1、本合同所指工资及试用期工资为第一页所指的《工资》及《试用期工资》。

The Salary and Salary in probation period mentioned in this Contract is defined on Page One of this Contract.

- 2、在本合同期内，甲方按照《补充协议》或《录用信息确认书》的规定，根据对乙方的工作业绩等的考核结果或经甲方的判断，调整乙方的工作岗位时，甲方可对乙方的基本工资及津贴等进行调整。

Within the term of this Contract, according to the Rules of Employment, Employer is entitled to adjust the basic salary and allowance according to the assessment of Employee's working performance. Or when Employer adjusts Employee's occupation based on Employer's judgment, Employer is entitled to adjust Employee's basic salary and allowance.

- 3、乙方按照本合同约定提供了正常劳动的，甲方支付给乙方的每月工资（包括基本工资和甲方给予乙方的各种补助、津贴等）不低于当地政府规定的最低工资标准。

When Employee fully provides standard service according to this Contract, the monthly salary (including basic salary, all the subsidies and allowances) Employer pays to Employee, shall be no less than the official minimum wage standard stipulated by local government.

- 4、工资支付日为每个次月 15 日。如工资支付日为节假日或休息日，则应提前支付。

Employer shall pay Employee the salary of current month on the 15th day of the next month. When the payment day is a holiday or national vacation day, the payment shall be made prior to such date.

- 5、甲方支付的工资为税前工资。按照国家规定应由乙方承担的税费款项（包括但不限于个人所得税，应当缴纳的各项个人承担的社会保险和公积金费、人民法院判决、裁定代扣的抚养费、赡养费，法律、法规规定或者双方约定应当代扣的其他款项），由甲方从乙方的工资中代为扣缴。

The salary paid by Employer stipulated in this Contract is the pre-tax salary. In accordance with state regulations, any taxes and fees borne by Employee according to the regulations of the State (including but not limited to personal income tax, the part of social insurances shall be paid by the employee him or herself, the supporting payments, alimony deductible according to the rulings and verdicts of people's court, other

deduction the Parties agreed on or is stipulated by laws or regulations) shall be deducted by Employer from Employee's salary on Employee's behalf.

第五条 录用条件

Article 5 (Recruiting Criteria)

1、甲方录用乙方的条件如下，乙方保证下列条件真实无误。

Employer hires Employee on following pre-conditions, and Employee warrants that such information is authentic:

- (1) 学历、履历、户籍以及其他有关乙方自身情况（详见乙方向甲方提供的学历证明、履历书、资格证书、身份证复印件等资料）；

Education background, working experience, residence registration and other Employee's personal information (see all the detailed information in the certificates of education, curriculum vitae, qualification certificates and photocopy of identity card etc. that Employee provided to Employer);

- (2) 健康状况良好，没有精神病史和国家规定的禁止就业传染疾病。

Employee is in good health condition, with no psychiatric disease history and no infectious disease that is prohibited to be employed by the State government.

2、令人满意地履行甲方或甲方客户（“客户”）（如乙方被甲方安排至甲方客户处提供外包服务）安排的工作职责和工作要求。

Employee shall satisfactorily perform the job duties assigned by Employer and Employer's client ("Client") if Employee is on an outsourcing service assignment with one of Employer's Clients.

第六条 工作岗位或内容、地点等的其他约定

Article 6 (Occupation or Job Description, Location and others)

1、乙方工作岗位或内容为第一页所指《工作岗位/内容》。

Employee's Occupation or Job Description is stipulated in Page One of this Contract.

2、甲方根据业务需要或者《补充协议》或《录用信息确认书》的规定，经双方协商一致后，可调整乙方的工作岗位或内容。

The Employer may adjust the job position or job contents of the Employee according to the business needs or the provisions of the Supplementary Agreement or the Confirmation of Recruitment Information after reaching a mutual agreement by both parties. 乙方同意，甲方可根据其业务或经营需要，以及乙方的专业、技术能力或身体条件和工作表现，合理地将乙方安排至甲方指定客户处提供外包服务，或将其临时性或永久性地调整到另一工作岗位。乙方应遵守甲方不时修订的政策、程序及批准制度，并同意就履行其在甲方的职责（包括代表甲方为客户提供外包服务）时投入全部的能力和技能。

Employee agrees that Employer may reasonably assign Employee to provide services to Employer's designated Client(s) or transfer Employee to a different job position on a temporary or permanent basis pursuant to its business or operational requirements and in line with Employee's professional, technical or physical abilities and work performance. Employee shall be subject to and comply with Employer's policies, procedures and approval practices, as generally in effect from time to time and agrees to devote substantially all of Employee's capabilities and skills to the performance of Employee's duties for Employer (including services to the Clients on behalf of Employer).

乙方将本着诚信原则并尽其最大能力履行其在本合同项下的全部职责。乙方同意将所有工作时间、注意力与精力倾注于甲方业务（包括向甲方的客户提供外包服务），并可在一切合理时间履行甲方可能要求的工作。任何情况下乙方均不得违背甲方利益。

Employee will perform all duties hereunder in good faith and to the best of Employee's ability. Employee agrees to devote all working time, attention and energies to the business of Employer (including working on assignment to Client) and to be available at all reasonable times to perform such work as Employer may require. Employee shall not in any way act against the interests of Employer.

- 3、乙方的工作地点为甲方所在地和甲方的生产经营场所和第一页记载的「工作地点」，或双方约定的其他地点。指派乙方在上述地点以外从事短期（固定期限合同类型为不超过合同期限半数的，无固定期限合同类型为平均每年不超过 6 个月的或连续不超过 3 年，）工作的，乙方同意无条件接受指派。双方认为该指派不构成对本合同的任何改变。如甲方业务需要且双方协商同意，甲方可以指定乙方到上述工作地点之外从事超过合同期限半数以上的期限的工作。

Employee's Job Location includes Employer's site, production premises and the Job Location specified on Page One of this Contract, or other location agreed by the Parties. Employee agrees to accept the assignment unconditionally, when assigned to a location other than the aforementioned ones, to work for a short-term (in a fixed-term contract, a short-term is defined as no longer than half of the fixed-term; in an open-term contract, a short-term is defined as no longer than six (6) months within each one (1) year, or no longer than a consecutive period of three (3) years). The Parties agree that such an assignment does not constitute any amendment to this Contract. When in necessity by Employer, and agreed by both Parties, Employer may assign Employee to work on locations other than the aforementioned ones for a term longer than half of the term of this Contract.

特别是，基于业务需要，甲方可能在某段指定期间或因某个具体项目将乙方派往某个或多个客户处提供外包服务，并安排乙方在客户办公场所工作。乙方在客户办公场所工作不应被视为乙方和客户之间形成劳动关系。为避免疑义，乙方特此明确放弃针对客户提出任何事实劳动关系或其他相关主张的权利。

Specifically, Employee may be assigned to provide services to one or more Clients of Employer and may work on the Client's premises for a designated period of time or for a project, depending on business needs. Employee's work on the Client's premises does not in any way give rise to an employment relationship between Employee and the Client. For the avoidance of doubt, Employee hereby specifically waives Employee's right to bring any de facto employment or related claims against the Client.

- 4、若乙方属从事营业、项目开发、整体项目服务等特殊岗位的人员，因其工作地点具有不固定性，甲方可根据业务的需要和乙方的实际工作能力对乙方的工作地点进行分配或调整，乙方保证同意服从并配合甲方的工作安排。双方认为对该条款的履行不构成对本合同的任何变更。

When Employee is in a special occupation of business promoting, project development, overall project service and others, the job location of such an occupation is not fixed. Employer is entitled to assign and adjust the job location according to the necessity of the business and Employee's practical professional ability. Employee hereby agrees to comply with such arrangement by Employer. Both Parties agrees that the performance of this article does not constitute any amendment to this Contract.

- 5、乙方须按照甲方确定的岗位职责和劳动定量管理，按时、按量完成工作任务，并接受甲方的考核。因乙方未达到甲方合理制定并已公布的考核标准的，则视为乙方不能胜任本合同所约定的岗位工作，甲方有权书面通知乙方调整或变更其工作岗位。乙方在接到甲方的岗位变更书面通知后，应当按通知书所规定的日期到新的岗位工作，如乙方拒绝的则视为乙方不履行本合同，甲方有权随之解除本合同，甲乙双方的劳动关系亦随之终止。

Employee must comply with the job description and labor quantitative management system regulated by Employer and, finish the assignment timely and completely. And such finished assignment is subject to Employer's examination. When Employee fails to reach Employer's reasonably established and published standard of assessment, Employee shall be considered as unqualified for the occupation agreed in this Contract. Employer is then entitled to notify Employee in written to adjust or change his or her occupation. After receiving the written notice on such adjustment or change to occupation, Employee shall report to the new duty on the date specified in the notice. If Employee refuses to do so, it shall be deemed as a breach of this Contract. Employer shall be entitled to terminate this Contract unilaterally. In such case, the labor relationship between the Parties is terminated accordingly.

第七条 工作制度、工作时间的其他约定

Article 7 (Working Time System, Working Time and Others)

- 1、乙方工作制度为第一页所指《工作制度》。

The Working Time System is specified in Page One of this Contract.

- 2、实行标准工时工作制度的工作时间

Standard working hours system

甲方实行每周工作 5 天、每日工作 8 小时的工时制度。具体的工作时间按照甲方的《员工手册》中的规定执行。因业务需要，甲方可对该工作时间进行适当调整。

Standard working time system of Employer requires five (5) working days a week, eight (8) working hours a day. Specific working time is stipulated in the Rules of Employment of Employer. Whenever it is necessary for business, Employer is entitled to adjust such working time accordingly.

- 3、实行不定时工作制度的工作时间

Irregular working hours System

具体的工作时间按照甲方的《员工手册》中的规定执行。因业务需要，甲方可对该工作时间进行适当调整。

Specific working time is stipulated in the Rules of Employment of Employer. Whenever it is necessary for business, Employer is entitled to adjust such working time accordingly.

4、 实行综合计算工时工作制度的工作时间

Comprehensive System

具体的工作时间按照甲方的《员工手册》中的规定执行。因业务需要，甲方可对该工作时间进行适当调整。

Specific working time is stipulated in the Rules of Employment of Employer. Whenever it is necessary for business, Employer is entitled to adjust such working time accordingly.

第八条 社会保险等

Article 8 (Social Insurance and others)

- 1、 甲方应根据相关法规，为乙方办理养老保险、医疗保险、失业保险等及住房公积金，并缴纳应由甲方承担的部分。本款仅适用国内员工。

Employer shall apply for Employee's: social insurance, medical insurance, unemployment insurance and housing fund. Employer shall also pay for the obligated part of the aforementioned insurances and fund, according to related laws and regulations. This Article shall only apply to the staff of Chinese nationality.

- 2、 甲方为乙方办理乙方为甲方工作期间的海外保险，并缴纳全部费用。甲方与海外员工可以补充协议方式另行规定保险事宜。但是如果开始执行外国人社会保险制度, 本款改变为同本条 1 款一样，届时甲方有权依据相关法律法规向乙方追缴乙方应向政府缴纳的并应由甲方代扣代缴的全部社会保险费用。本款仅适用外籍员工。

Employer will pay for all the policies of Employee's oversea insurances during the time Employee is working for Employer. Employer and the oversea employees shall enter into supplementary agreement separately on the matter of insurances. While in the case that the social security system for foreigners may come into effect, this Article shall be amended to the same as Article 9.1. By then Employer is entitled to ask Employee to pay retroactively for the payable amount to government that the whole social insurance amount withholding and remitting by Employer according to the related laws and regulations. This Article shall only apply to the oversea staff.

- 3、 乙方患病或非因工负伤，其病假工资、疾病救济费和医疗待遇等按照国家和甲方所在地有关规定执行

When Employee is ill or is injured for a non-work-related reason, the salary during the period of medical leave, the subsidy for illness, and medical welfare shall be paid in accordance to the related regulations of the State and of the local government where Employer is located.

- 4、 乙方患职业病或因工负伤的工资和工伤保险待遇按国家和甲方所在地有关规定执行。

When Employee is having an occupational disease or is injured for a work-related reason, the salary and work-related injury welfare shall be paid in accordance to the related regulations of the State and of the local government where Employer is located.

- 5、 甲方每月向乙方支付工资时，代扣代缴乙方应缴纳的个人所得税。

Employer shall deduct and pay on Employee's behalf, the monthly personal income tax of Employee before the payment of the salary.

- 6、 甲方有责任为乙方办理乙方为甲方工作期间的就业证、居留证等相关证件，本款仅适用外籍员工。

It is Employer's responsibility to apply for Employee's, his or her work permission, residence permission and other related permissions. This Article shall only apply to expat Employees.

第九条 劳动条件

Article 9 (Working Environment)

- 1、 甲方为乙方提供安全卫生的工作场所，提供必要的劳动条件。乙方须严格遵照甲方的工作规范、劳动安全卫生制度进行工作，在劳动过程中应当注意安全，加强自我保护意识。

Employer shall provide to Employee a safe working environment, and necessary working conditions. Employee must perform his or her duty strictly under Employer's working regulations and system of occupational safety and health. Employee shall always recognize safety first policy and enhance self-protection.

- 2、 按照国家规定须持证上岗的，乙方有义务接受专门培训并取得该种资格，同时在任职期间内应保持该资格或相关证书的有效性。

In the case that Employee's occupation requires professional license by the State, Employee is obligated to accept special training and achieve such license, and keep such license or certificate valid during the period of employment.

第十条 休息休假

Article 10 (Weekend and Holidays)

- 1、 乙方依照国家及甲方的规定享受节日假、婚假、产假等休假待遇，但必须按照甲方的规章制度办理请假的手续。

Employee is entitled to enjoy the holidays and vacations, nuptial leave, maternal leave and other welfare in accordance to the regulations of the State and Employer. However Employee must apply for such a leave according to the rules and regulations of Employer.

- 2、 乙方享有国家规定的带薪年假。

Employee is entitled to the paid annual leave according to the regulations of the State.

- 3、 休假时间的确定原则上不能与甲方的年度工作计划和日程安排发生冲突，乙方应事先向甲方书面申请并经批准后实行休假。带薪年假必须当年使用，不能跨年度累计计算。

In principle, the vacation time shall not be in conflict with the annual working plan and schedule. Employee shall apply to Employer in written in advance and take the vacation

upon approval of Employer. Employee shall take the annual leave within the period of the current year. The annual leaves of the previous years' shall be expired and may not be taken accumulatively.

- 4、对于国家规定的带薪年假（不包括公司福利给予的带薪年假），因甲方原因导致乙方不能休假的，甲方应按照年假规定的法定公式支付乙方补偿或经乙方书面同意，可延长乙方国家规定的带薪年假至下一年度使用。因乙方自身原因不遵从甲方的统筹安排享受带薪年假的，视为自动放弃，甲方不支付任何经济补偿。

For the paid State-regulated annual leave (excluding the paid annual leave offered by Employer as welfare), when Employee could not take such leave due to the reasons of Employer, Employer shall pay to Employee the compensation according to the statutory formula under the annual leave regulations or Employer may extend such State-regulated paid annual leave of Employee to the next year upon a written approval of Employee in advance. When Employee fails to take the annual leave due to his or her own refusal to Employer's overall arrangement, it is deemed that Employee voluntarily gives up the annual leave, and he or she will not be compensated financially whatsoever.

- 5、公司福利给予的带薪年假年度内（从可以使用公司给予的带薪年假开始一年内）未使用完的，则视为自动放弃，甲方不需向乙方支付任何补偿金。

When Employee does not take all the paid annual leave offered by Employer as a company welfare within the current year (commencing from the date Employee is qualified for a company welfare paid annual leave), it is deemed that Employee voluntarily gives up the rest of the annual leave, and he or she will not be compensated financially whatsoever.

- 6、如国家规定带薪年假、公司福利给予的带薪年假以及加班调休同时存在时，则优先使用顺序分别为：国家规定的带薪年假、加班调休、公司福利年休假。

When there is a co-existence of State-regulated paid annual leave, paid annual leave offered by Employer as company welfare and compensatory leave for overtime, the priority of using these leaves is: State-regulated paid annual leave prior to paid annual leave offered by Employer, compensatory leave for overtime prior to paid annual leave offered by Employer.

- 7、其它休假规定参照《员工手册》。

Other regulations of leaves refer to Employment Handbook.

第十一条 福利待遇

Article 11 (Welfare and Benefit)

乙方在职期间应享受的福利待遇，按照甲方的《员工手册》及相关法规的规定办理。

The welfares Employee is entitled to during the employment, shall be handled in accordance to the Rules of Employment of Employer and other related laws and regulations.

第十二条 规章制度的遵守

Article 12 (Rules and Regulations of Employer)

- 1、 甲方根据国家有关规定、结合本单位情况制订的包括《员工手册》在内的各项规章制度和流程为本合同附件。甲方按照该手册对乙方进行教育和管理。

Employer is entitled to establish its rules and regulations including the Rules of Employment, according to related rules of the State and the condition of the business. Such rules and regulations shall be the attachment to this Contract. Employer is entitled to manage and discipline Employee in accordance to such rules and regulations.

- 2、 乙方确认，已充分了解并承诺在本合同期间，严格遵守甲方依法制定的各项规章制度和流程，遵守劳动纪律。如乙方违反《员工手册》的，甲方有权给予相应处分，甚至开除。被开除的，本合同随即解除。如乙方的行为给甲方造成了经济损失的，甲方可依法要求乙方赔偿该经济损失。

Employee confirms that he or she fully understand and promises to strictly obey the rules and regulations, procedures and work disciplines established by Employer, during the term of this Contract. If Employee is in violation of Employment Handbook, Employer is entitled to discipline Employee accordingly, including expel Employee. When Employee is expelled, this Contract is terminated immediately. When Employer suffers any financial damage causes by Employee's behavior, Employee shall compensate Employer for such financial damage.

- 3、 《员工手册》的内容包括公司已有效存在的和今后依法制定的各项规章制度。乙方对《员工手册》有意见的，有权通过合理途径向公司提出。同时，公司在制定或修改各项规章制度时依法征求员工（或工会）意见时，乙方应按照公司的要求通过乙方代表、工会或书面提出个人意见；如乙方对此沉默的，可视为默认。

The Rules of Employment includes all the rules and regulations that is presently effective and that established by Employer in the future. When Employee objects Employment Handbook, he or she is entitled to raise his or her opinion in a reasonable matter. And during the procedure of Employer collecting advices of employees while establishing or amending the rules and regulations according to law, Employee shall propose the personal opinion through representatives, labor union or in written by him or herself. When Employee fails to propose accordingly during such a procedure, it shall be deemed as a tacit consent.

- 4、 乙方因严重违反甲方的劳动纪律而造成甲方经济损失的，乙方应承担赔偿责任。

When Employee causes financial damages to Employer due to serious violation to Employer's work disciplines, Employee shall compensate Employer for such damage.

- 5、 乙方有权拒绝甲方的违章指挥、强令冒险作业，对危害生命安全和身体健康的劳动条件，有权要求甲方改正。

Employee is entitled to refuse and demand Employer to correct the instruction in violation of rules and regulations to perform dangerous operations which threaten his or her personal health and safety.

第十三条 卫生上的遵守义务

Article 13 (Hygiene Compliance Obligations)

乙方应当遵守甲方的员工守则等规章制度及相关法规，以保持自己及其他乙方的健康及工作场所的清洁卫生。

Employee shall obey the Rules of Employment of Employer and related laws and regulations, and shall maintain the personal hygiene and the work place sanitary to protect him or herself and other employees' health.

第十四条 健康检查

Article 14 (Health Exam)

- 1、 甲方按照《员工手册》等规章制度的规定，对乙方实施健康检查。

In accordance to the Rules of Employment and other regulations, Employer shall exam Employee for his or her health.

- 2、 依健康检查的结果，甲方可以采取变更乙方的工作岗位或内容，或者变更乙方工作时间等措施。

According to the result of the health exam, Employer is entitled to change the occupation, job description, or working time of Employee.

第十五条 知识产权

Article 15 (Intellectual Property)

凡乙方为执行甲方的任务或主要是利用甲方提供的条件获得的发明、发现、专利（包括专利申请权）、专有技术等及著作权之权利均归属于甲方所有。若与中国法规相抵触的，则按照法规的规定办理。

Any invention-creation, discovery, patent (including the right to apply for patent), know-how, and copyright, made by Employee in execution of the tasks of Employer, or made by him or her mainly by using the material and technical means of Employer, shall belong to Employer. When this Article is in conflict of the laws and regulations of People's Republic of China, the laws and regulations shall prevail.

第十六条 保密及提前通知期

Article 16 (Confidentiality and Notice Period in Advance)

- 1、 乙方必须按照甲方的指示以及甲方的《员工手册》等管理规章制度的规定，恪守职责，诚实地完成工作，不得进行损害甲方利益的行为。

Employee must abide by his or her duties; must diligently finish the work task, in accordance to the instruction of Employer and the Rules of Employment. Employee shall do no harm to Employer's benefit.

- 2、 本合同有效期内及本合同终止或解除后，乙方均不得将甲方的商业秘密（包括乙方不应知悉但实际知悉的秘密）泄漏给任何第三人。

During the validity of this Contract and after this Contract is dissolved or terminated, Employee shall not disclose to any third party, Employer's trade secret (including the trade secrets that Employee should not be aware of but is actually aware of).

- 3、 本合同所称的“商业秘密”，是指不为公众所知悉，能为甲方带来经济利益，具有实用性并经甲方采取保密措施的技术信息和经营信息，包括但不限于：

The Trade Secret in this Contract is defined as the technical and business information which is not generally known to the public, and could bring economic benefit to Employer, is practical and is under precautions of secrecy, including but not limited to:

- (1) 甲方的技术信息，包括但不限于甲方或其他第三人允许甲方使用的产品设计数据、设计程序、设计图纸，模型，实验记录，产品配方，生产、制作工艺，制作方法，工作手册，含有企业商业秘密的个人工作笔记等资料，网络资源、文本以及档案资料；

Technical information of Employer, including but not limited to Employer's or those permitted by other third party to be used by Employer, product design data, design procedure, design drawings, models, experimental records, product formulations, production, manufacture process, production method, work menu, personal working notes containing trade secret and other information, cyber resource, text and file information;

- (2) 甲方的经营信息，包括但不限于甲方或其他第三人允许甲方使用的管理制度、诀窍，客户名单，各类合同，货源情报，购销渠道，产销策略，招投标中的标底以及标书内容等；

Employer's business information, including but not limited to Employer's or those permitted by other third party to be used by Employer, the management system, know-how, customer lists, contracts of all kinds, supply chain information, marketing channels, sales strategy, bidding and tender bid content;

- (3) 甲方相关制度中规定的其他商业秘密。

Other Trade Secret stipulated in Employer's related regulations.

- 4、乙方保证在甲方工作期间不使用之前受聘单位约定的任何商业秘密，乙方在承担甲方交付的任何工作或任务时，均不侵犯之前受聘单位的商业秘密。否则，甲方由此被追索而造成的损失，甲方有权向乙方追偿。

Employee assures to Employer that he or she will not use any of the trade secrets of his or her previous employers during the employment by Employer. Employee further warrants that he or she is not in infringement of any the trade secrets of the previous employers, before Employer assigns any work or occupation to Employee. Otherwise, Employee shall compensate Employer for any damage caused by such claim against Employer.

- 5、乙方拟解除本合同时，必须在1个月之前以书面的形式通知甲方。

Employee must notify Employer in written and one (1) month in advance, when Employee unilaterally terminates this Contract.

- 6、在收到乙方解除本合同的通知后，或本合同期满前1个月内（限于双方不续签合同的情况），甲方可以采取脱密措施，更换乙方的工作岗位及内容。

After the receipt of the aforementioned terminating notice, or within the one (1) month before the expiration of this Contract (only when the Parties will not extend this Contract), Employer shall choose to take measures for Employee to avoid further contact of more Trade Secret, such as change of Employee's occupation and tasks.

- 7、 在乙方的泄密行为或违反约定解除本合同的行为给甲方造成损失时，若前款约定的违约金不足以弥补甲方的损失，则乙方应按甲方的实际损失额进行赔偿，若乙方因此而获利的，也可以按照其所获得的利益进行赔偿，对此甲方享有选择权。

When Employer suffers any damage caused by Employee's disclosure of secret or unilaterally terminating to this Contract in breach of contract, if the liquidated damage specified in Article 16.4 is not sufficient to compensate the damage, Employee shall pay for the actual damage of Employer. If Employee benefited from such a disclosure or breach of contract, Employer is entitled to choose to be compensated in the amount of such benefit.

- 8、 甲方因调查乙方的泄密行为或损害其利益的行为所支付的合理费用应由乙方负担。

Employee shall bear the reasonable cost Employer spend in investigating Employee's disclosure of information or any conduct damaging Employer's benefit.

第十七条 兼职禁止和竞业限制

Article 17 (Prohibition of Part-time Work and Non-compete)

1、 乙方在任何时间均不得以任何方式从事甲方工作以外的第二职业。在雇用期间，乙方不得为其个人或第三方（包括但不限于甲方、客户和/或其任何关联公司的任何业务竞争对手）从事任何其他业务，未经甲方书面允许，亦不得在任何私人或公共组织中任职。乙方同意在正常工作时间或甲方业务需要的其他合理时间内全身心地投入工作。未经甲方事先许可，乙方不得在任何董事会任职或担任任何上市公司的董事。乙方不得拥有任何可能损害甲方利益或者降低或影响其工作表现的外部利益。

Employee must not, in any way and at any time, take any other jobs except the job offered by Employer. During the term of employment, Employee shall not engage in any business for Employee's own account or on the account of third parties (including but not limited to any business competitor of Employer, the Client, and/or any of its affiliates) and shall not accept any position in any private or public organizations without the written consent of Employer; and likewise Employee agrees to devote the whole of Employee's time and attention during normal working hours and at such other times as are reasonably necessary to the service of Employer. Employee may not sit on any board of directors, or be a director of any public company without prior approval from Employer. Employee may not have any outside interests which could compromise Employer in any way, or which would impair or impact Employee's work performance.

乙方同意尽一切努力维持并保护甲方/客户和其关联实体公司以及它们的业务、产品、董事、管理人员、雇员和代理人的声誉。乙方特此同意，其不会向任何媒体或在任何公共场合（包括各种形式的社交媒体，不限于社交场所和所有其他包括博客在内的网络平台）中以口头或书面形式对甲方/客户和其关联实体公司或它们的业务、产品、董事、管理人员、雇员和代理（或以职务身份代表其行事的人）进行诋毁或发表贬抑性评论，亦不从事任何可能损害甲方/客户或其关联实体公司的声誉、业务或它们与其现有或潜在客户、供应商或雇员之间关系的活动，亦不会鼓励、指使、教唆或协助任何其他人士作出该等言论和/或行动。

Employee agrees to make every effort to maintain and protect the reputation of Employer / Client, their related entities and their businesses, products, partners, directors, officers, employees, and agents. Employee hereby agrees not to disparage or make any defamatory statements either verbally or in writing to the media, in a public forum including in all forms of

social media not limited to social networking sites and all other internet postings including blogs about Employer / Client, and their affiliated or related entities or their businesses, products, partners, directors, officers, employees, and agents (or persons representing them in their official capacity) or engage in any activities that could be anticipated to harm or result in any damage to Employer's / Client's or their affiliated or related entities' reputation, operations, or relationships with current or prospective customers, suppliers or employees, and will not encourage, instruct, induce or assist any other person to do so.

- 2、乙方在本合同有效期内及终止或解除后，如果从事与甲方公司业务相竞争的经营活动或就职于与甲方业务相竞争的其他公司或企业，不经甲方的书面许可不得以任何直接或间接的方式与在甲方工作期间得知的客户及相关公司发生任何形式的业务往来和联系，也不得以任何方法将客户、相关公司的情况及名单等信息告知任何第三方。

Within the term of this Contract and after its expiration or termination, if Employee engages in business that is competing with the business of Employer, or works for other companies or enterprises that are in compete relationship with Employer, without a written approval of Employer, Employee shall not involve in business or contact with the customers and related companies directly or indirectly which came into knowledge during the time Employee worked for Employer. Neither shall Employee, in any method, inform any third party the list and information on such customers and related companies.

如遇特殊情况，乙方需要从事兼职或竞业限制内工作，乙方必须提前向甲方书面申请，获得甲方批准后，方可进行。

If Employee needs to undertake a part-time job or job related to business competition, the Employee should submit a written application to Employer and can only proceed after receiving Employer's approval.

第十八条 本合同的变更

Article 18 (Amendment to This Contract)

- 1、任何一方要求变更本合同的有关内容，都应书面通知对方。

Any proposal to amend this Contract shall be served in written notice to the other Party.

- 2、经双方协商一致，可以变更本合同，并办理变更本合同的手续，变更后的合同自变更之日起生效。

Upon mutual agreement, this Contract can be modified. The Parties shall execute the procedure of amendment to this Contract. And the amended contract shall come into effect on the date of the amendment.

第十九条 本合同的协商解除

Article 19 (Consensual Termination of this Contract)

甲乙双方协商一致，可以解除本合同。

Upon both Parties' mutual agreement, this contract can be terminated accordingly.

第二十条 由甲方解除本合同

Article 20 (Employer's Right to Unilaterally Terminated this Contract)

1、 乙方有下列情况之一时，甲方无需事先通知乙方，随时可以解除本合同：

Under following circumstances, Employer is entitled to terminate this Contract at any time without prior notice:

- (1) 乙方在试用期违反公司纪律或未达到甲方已公示的考核指标或任务的或在试用期间被证明不符合录用条件的；

during the probation period, Employee violates the rules of Employer or fails to meet the publicly announced assessment criteria or task, or is proved failed to meet the recruitment conditions otherwise;

- (2) 乙方严重违反用人单位的规章制度及或适用的客户规章制度（如乙方在向客户提供外包服务期间）的；

seriously violates Rules and Regulations of Employer and/or the Client's applicable rules and policies (if Employee is on a service assignment with the Client);

- (3) 严重违反劳动纪律并按照甲方的规章制度应予开除的；

seriously violated the Work Disciplines and shall be expelled according to the rules and regulations of Employer;

- (4) 乙方因严重失职或营私舞弊造成甲方的财产或声誉严重受损（达 3000 元即为严重受损）的，或者给甲方造成重大损害的；

Employee commits serious dereliction of duties or seeks personal benefit in his or her capacity and causes any severe damage (any amount of damage equals or exceeds RMB 3,000 shall be considered as serious) to Employer financially or to Employer's reputation as a result;

- (5) 乙方非法侵占公司财物或收受任何一方商业贿赂的；

Employee embezzles assets of Employer or accepts commercial bribery of any party;

- (6) 乙方在本合同期内未经甲方同意在外兼职的，或同时与其他用人单位建立劳动关系，对完成本单位的工作任务造成严重影响，或者经用人单位提出，拒不改正的；

Employee is simultaneously employed by more than one employer and either seriously compromises his or her ability to perform his or her duties or fails to rectify the situation upon notice from Employer;

- (7) 乙方在本合同期内从事与甲方同样业务性质的经营管理活动、或向经营与甲方同样产品的其它企业或公司出资的；

Within the term of this Contract Employee engages in an commercial or management activity with same business nature as Employer, or invests in other enterprises or companies produce the same products as Employer;

- (8) 因本合同第二十六条规定的情形致使本合同无效的；

The circumstances in Article 26 of this Contract rendered the invalidity of this Contract;

- (9) 乙方因违法被处以行政拘留的，或被依法追究刑事责任的；

Employee is subject to administrative detention for breach of law, or is subject to criminal liabilities according to law;

- (10) 法律、行政法规规定的其他情形。

other circumstances stipulated by laws and administrative regulations

乙方因上述原因被解除本合同的，无权要求取得公司未发放的奖金或其他奖励。

Employee is not entitled to the unpaid bonus and prizes when terminated on the basis of abovementioned reasons.

- 2、有下列情形之一的，甲方提前三十日以书面形式通知乙方，即可解除本合同或支付乙方一个月工资以替代通知期：

Under any of the following circumstances, Employer may terminate this Contract through serving thirty (30) days prior written notice or after providing Employee with a month's salary in lieu of notice:

- (1) 乙方患病或非因工负伤，在规定的医疗期期满后，不能从事原工作，并且也不能从事甲方安排的其他工作的；

Employee is ill or is injured for a non-work-related reason, and cannot perform the original duties upon expiration of the prescribed period of medical treatment, nor can he or she assume any other position arranged by Employer;

- (2) 乙方不能胜任工作，经培训或调换工作岗位后仍不能胜任的；

Employee is found to be unqualified for the position and remains so after training or change of job duties;

- (3) 在一个工作周期内（一个月），乙方经过考核达不到岗位职责的要求或者完不成本职工作任务的，视为乙方不能胜任本职工作；

During one working period (one month), after assessment, if Employee fails to meet the requirement of job description or fails to finish the assigned job, he or she shall be considered as unqualified for the job;

- (4) 作为签订本合同的前提条件的客观情况发生重大变化，致使本合同难以履行，经甲乙双方协商后，仍无法就变更本合同达成一致意见的；

When this Contract cannot be performed due to any substantial change in the objective circumstances based on which this Contract has been entered into, and the Parties fail to reach an agreement on modification after consultation;

- (5) 法律、行政法规规定的其他情形。

Other circumstances stipulated by laws and administrative regulations.

- 3、 甲方确需依法裁减人员的，向全体乙方说明情况、听取意见，制定裁员方案，并向劳动保障行政部门报告后，可以裁减人员。

When it is necessary for Employer to lay off employees, Employer shall make an explanation to all the employees. After solicited the opinions, Employer shall prepare the reduction plan and report such plan to the labor administrative department, before it may lay off any of the employees.

甲方实施裁员方案，若乙方在被裁减人员之列的，甲方应提前三十天通知乙方。

When Employer executes the reduction plan, and Employee is in the list of laid-off, Employer shall notify Employee thirty (30) days in advance.

甲方依据本款规定裁减人员，在六个月内录用新员工的，优先录用被裁减的乙方。

If Employer intends to hire new employees within six (6) months after it lay off the employees under this Article, Employer shall give a priority to Employee who was laid off.

第二十一条 甲方解除本合同的限制

Article 21(Restrictions on Employer's Right to Terminate this Contract)

- 1、 乙方有下列情况之一的，甲方不得根据第二十条（由甲方解除本合同）第 2 款的规定解除本合同：

Employer shall not terminate this Contract under Article 20.2 (unilaterally terminated by Employer) hereof if Employee:

- (1) 因工负伤或患职业病，在治疗、疗养期间的，或医疗结束后经劳动鉴定委员会鉴定丧失或部分丧失劳动能力的；

due to an occupational disease or a work-related injury, is in the prescribed treatment or recovery period, or has been confirmed as having lost or partially lost his or her capacity to work;

- (2) 患病或非因工负伤，在规定的医疗期内的；

has contracted an illness or sustained a non-work-related injury, and the prescribed period of medical treatment has not expired;

- (3) 正在孕期、产期或哺乳期内的（女性乙方）；

is a female employee in her pregnancy or nursing period;

- (4) 法律、行政法规规定的其他情形。

other circumstances stipulated by laws and administrative regulations.

- 2、 即使乙方符合前款规定的第 2、3 项情况之一时，甲方也可以按照第二十条（由甲方解除本合同）第 1 款规定，解除本合同。

Nevertheless Employee satisfies the conditions in Article 21.1 Sub-clause (2) and (3), Employer is still entitled to terminate this Contract in accordance to Article 20.1 (Employer's Right to Unilaterally Terminated this Contract).

第二十二條 由乙方解除本合約

Article 22 (Employee's Right to Unilaterally Terminate this Contract)

- 1、 乙方解除本合約時，應當提前 1 個月以書面形式通知甲方。如果乙方未依此提前書面通知甲方而擅自辭職的，可以視為乙方無故曠工，甲方按照規章制度給與處罰。

Employee shall notify Employer thirty (30) days in advance in written when Employee unilaterally terminate this Contract. If Employee fails to perform such written notification and quit, it shall be deemed as absences to work without approval. Employee is subject to be disciplined by Employer's rules and regulations.

- 2、 有下列情況之一時，乙方可隨時通知甲方解除本合約：

Under any of the following circumstances, Employee is entitled to terminate this Contract upon notification to Employer at any time:

- (1) 在試用期內的，但應提前 3 日書面通知甲方。如果乙方未依此提前書面通知甲方而擅自辭職的，可以視為乙方無故曠工，甲方按照規章制度給與處罰；

Within the probation period, on the condition of a written notification of three (3) days in advance. If Employee fails to perform such written notification and quit, it shall be deemed as absences from work without approval. Employee is subject to be disciplined by Employer's rules and regulations.

- (2) 甲方以暴力、威脅或非法限制人身自由的手段強迫勞動的；

Employer uses violence, threats or unlawful restriction of personal freedom to compel Employee to work;

- (3) 甲方未按照本合約的約定支付勞動報酬或者提供勞動條件的。

Employer fails to timely pay the full amount of remuneration or provide work conditions as stipulated in this Contract.

第二十三條 本合約的履行

Article 23(Performance of Contract)

- 1、 有下列情形之一的，甲方有權單方面調整乙方的工作崗位或職務、地點、勞動報酬（基本工資以外的其他收入）：

Under any of the following circumstances, Employer is entitled to unilaterally adjust Employee's job position or job title, job location, remuneration (other income besides basic salary):

- (1) 甲方認為乙方不能勝任所從事工作的，乙方的工作崗位或勞動報酬隨之調整；

If Employer decides that Employee is incapable of his or her job, Employer shall adjust Employee's occupation and remuneration accordingly;

- (2) 乙方依據公司規定被升職或降職的，乙方的工作崗位、勞動報酬隨之調整；

When Employee is promoted or demoted in accordance to the rules of Employer, Employer shall adjust Employee's occupation and remuneration accordingly;

- (3) 本合同订立时所依据的客观情况发生重大变化，致使乙方的原工作岗位或职务无法继续的；乙方的工作岗位、劳动报酬随之调整；

Due to any substantial change in the objective circumstances based on which this Contract has been entered into and rendered the original occupation and duty of Employee being unable to continue, Employer shall adjust Employee's occupation and remuneration accordingly;

- (4) 乙方因工作以外原因患病或者非因工负伤，医疗期满之后不能从事原来工作的，乙方的工作岗位、劳动报酬随之调整；

Employee has contracted an illness or sustained a non-work-related injury, and the prescribed period of medical treatment has expired, Employee is no longer capable for the original occupation, Employer shall adjust Employee's occupation and remuneration accordingly;

- (5) 因公司按照制度进行定期人事调动的，乙方的工作岗位随之调整；

According to the rules of Employer, for the purpose of periodic transfer of personnel, Employer shall adjust Employee's occupation accordingly;

- (6) 因甲方组织架构、或经营模式、或产品结构发生调整而导致乙方所在岗位消失或变化的，乙方的工作岗位或地点随之调整；

In the case that Employer is experiencing a restructure of organization, or an adjustment of business mode or product structure, and rendered the disappearance or change of the occupation of Employee, Employer shall adjust Employee's occupation or job location accordingly;

- (7) 甲方因经营需要，对工资标准的调整方案经乙方全体或乙方代表大会或工会平等协商后通过并公示的，乙方的劳动报酬随之调整；

When necessary for business, Employer publishes the adjusting plan of salary standard after such a plan is fairly consulted with all the employees or the committee of employees' representatives, or the union, Employer shall adjust Employee's remuneration accordingly;

- (8) 甲方发生生产事故或自然灾害，需要及时抢修或救灾时临时的工作调动。

When there is an industrial accident or nature disaster, Employer shall temporarily transfer Employee to perform a task of repair or rescue.

- 3、乙方同意，在上述所列情形下无条件接受甲方对其做出的任何合理调整。同时双方确认，上述调整属于对本合同的履行，不构成对本合同条款的任何变更。

Under any of the aforementioned circumstances, Employee agrees to unconditionally accept any reasonable adjustment by Employer. The Parties further agree, such an adjustment is part of the performance to this Contract and shall not constitute any amendment to this Contract.

- 4、本合同年满一年，可经双方协商重新拟订薪资。

When this Contract is performed for a whole year, the Parties may renegotiate and revise the salary. The date to consult for salary is specified on Page One of this Contract as Salary Negotiation Day.

第二十四条 合同的终止

Article 24 (Dissolution of this Contract)

有下列情形之一的，本合同可以终止：

Under following circumstances, this Contract shall be terminated:

- (1) 乙方因患职业病或者因工负伤，被确认为完全或者大部分丧失劳动能力的，甲方按照规定支付伤残就业补助金之后，本合同终止；

Due to an occupational disease or a work-related injury, Employee has been confirmed as having lost all or most part of his or her capacity to work, after Employer paid Employee the Disability Employment Subsidy in accordance to the regulations, this Contract is terminated;

- (2) 本合同期满，双方不再续约的；

the expiration of the term of this Contract;

- (3) 乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；

Employee is deceased or declared dead or missing by People's Court;

- (4) 乙方开始依法享受基本养老保险待遇的；

Employee has begun to receive pension in accordance with applicable law;

- (5) 甲方被依法宣告破产的；或甲方被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的；

Employer is declared bankrupt according to the laws; or Employer is closed, revoked dissolved, the business license is revoked or Employer decides to liquidate;

- (6) 甲方的工作岗位属需要以取得政府认可的有效资格证书为条件的，当乙方丧失有效资格的；

The occupation requires precondition of a valid certificate recognized by the government, and Employee loses such certificate;

- (7) 法律、行政法规规定的其他情形。

other circumstances stipulated by laws and administrative regulations.

第二十五条 合同终止或解除后的事项

Article 25 (Issues after Dissolution or Termination of this Contract)

- 1、 本合同终止或解除后，乙方应配合甲方在合同终止或解除之日起 3 天内办理完毕甲方规章制度规定的所有工作的交接，并将甲方交给乙方使用、保管的物品、工具、技术资料及商业秘密

等，全部无条件地交还给甲方，如有遗失或损坏的应进行赔偿。乙方在合同终止或解除之日起3天内无故拒不办理工作交接等相关手续的，甲方有权要求乙方赔偿甲方因此造成的损失或额外费用。

Upon dissolution or termination of this Contract, Employee shall finish handover the work in accordance to the rules and regulations of Employer, within three (3) days from the date of the dissolution and termination. In addition, Employee shall unconditionally return all the articles, instruments, technical material and Trade Secrets that Employer handed to Employee for operating and storage. If any of the aforementioned items is missing or damaged, Employee shall pay for the compensation. If within three (3) days from the date of the dissolution or termination, Employee refuses to handover the work and finishes other related procedures, Employer is entitled to be compensated by Employee for any damages and extra costs caused thereof.

如乙方向客户提供外包服务，在该等外包服务终止或解除时，乙方应向客户返还届时由其持有的所有客户财产。如乙方拒绝或未能以可接受的方式向客户返还该等财产，本条中上一款所述的后果亦将适用。

If Employee is on assignment with a Client, and such assignment ends or is terminated, Employee shall return all Client property then in the possession of Employee to the Client. The consequences provided under the above terms of this article shall also apply if Employee refuses or fails to return such property to the Client in an acceptable form.

- 2、解除或终止本合同的情形如符合法律关于支付经济补偿金的规定，则在乙方按照上述条款办结工作交接等相关手续时，甲方按法律规定向乙方支付经济补偿金。但如乙方违反法律规定或合同约定解除本合同，给甲方造成了经济损失的，须依照有关法规或本合同的约定向甲方赔偿经济损失。该经济损失可从补偿金中抵扣。

When the dissolution or termination of this Contract qualifies Employee for any legislated compensation, and Employee finishes all the handover and related procedures according to Article 25.1, Employer shall pay to Employee the compensation. While in the case that Employee is terminating this Contract in breach of laws or this Contract, and causes damages to Employer, Employee shall compensate Employer for the damages according to the laws and regulations or this Contract. And Employer is entitled to deduct such compensation to the damages from the legislated compensation shall be paid to Employee.

第二十六条 违约责任

Article 26 (Liability for Breach of the Contract)

- 1、任何一方违反本合同约定的条件解除、终止本合同或由于一方原因订立的无效合同，给对方造成损害的，应按损失程度承担赔偿责任。

When this Contract is terminated by any Party in breach of contract, or any Party is liable for the invalidity of this Contract, and such termination and invalidity caused damages to the other Party, the breaching Party shall compensate the other in accordance to its extent of fault.

- 2、法律法规有例外规定除外，乙方违反服务期约定的（如与公司有另行签订《研修及服务期协议书》的），应承担违约金。违约金金额相当于乙方未履行服务期期间应分摊的培训费用。

Unless the laws and regulations stipulated otherwise, when Employee is in breach of the agreement on the service period (when there is a separate Agreement on Training and

Service Period entered into by the Parties), Employee shall pay for the liquidated damage. The amount of the liquidated damage shall be the training cost calculated with following formula.

- 3、 任一方违反本合同约定，即使依据本合同约定已支付违约金，但并不免除其依法应向对方赔偿包括事件调查和聘用律师费用等在内的一切损失的责任。

When any Party is in breach of this Contract, even after the payment of the liquidated damaged, the breaching Party is however not exempted from the liability to compensate the non-breaching Party for all the damages including the cost for investigation and the legal fee.

第二十七条 送达

Article 27 (Service of Documents)

- 1、 双方在本合同开头所列明的住址为约定的送达地址。如任何一方拒绝接收有关文件资料时，另一方可将文件资料有效地送达到上述送达地址，即视为已经直接送达给对方；如上述送达地址无人签收或有人但拒绝签收的，也同样视为已经送达。

The residence addresses specified at the beginning of this Contract are the agreed addresses for the purpose of service. When any Party refuses to accept related documents and files, the other Party shall effectively deliver such documents and files to aforementioned address. And it is deemed to be served to the Party directly. When there is nobody to sign for the receipt or the service is rejected by anybody who is available at the address, it is also deemed to be served properly.

- 2、 任何一方变更送达地址的，需要书面通知对方，未通知或未能有效通知的，仍按原送达地址进行。

In the case that any Party shall change the address for service, the changing Party shall notify the other Party in written. When such a notification is in absence or failed, the service address shall remain as the original one.

第二十八条 未尽事宜的处理

Article 28 (Outstanding Issues)

本合同未尽事宜，根据相关法规以及甲方的《员工手册》等管理规章制度办理。

The outstanding issues of this Contract shall be settled according to the laws and regulations and the Rules of Employment, together with other rules of Employer.

第二十九条 争议的解决

Article 29 (Dispute Resolution)

- 1、 凡与本合同有关的争议，由甲乙双方通过协商解决。若协商无法解决的，可以向甲方所在地劳动争议仲裁委员会申请仲裁。对仲裁裁决不服，可以向甲方所在地有管辖权的人民法院提起诉讼。

Any dispute arising from or relating to this Contract shall be settled through friendly negotiation of the Parties. If the Parties fail to reach agreement, each Party may request arbitration by submitting to the local labor arbitration committee where Employer locates. Each Party may appeal the arbitration award to court with competent jurisdiction where Employer locates.

- 2、 未发生争议的部分，双方仍应依照本合同的规定履行，不得因产生争议的部分而影响未发生争议的部分的履行。

The undisputed part of this Contract shall continue to be performed notwithstanding the part which has dispute on.

第三十条 本合同的生效

Article 30 (Execution of this Contract)

- 1、 甲方依法制定的各项规章制度和劳动纪律，均为本合同的附件，与本合同具有同等法律效力，若规章制度和劳动纪律与本合同有冲突的，以本合同为准。如本合同条款与法律、法规有抵触的，按照国家和地方法律法规执行。

All the rules and regulations and disciplines of labor Employer establishes shall be considered the Appendixes to this Contract, and shall have the same legal effect as this Contract. When there is any conflict between the rules and regulations, the Work Disciplines and this Contract, this Contract shall prevail. Whenever there is any conflict between this Contract and the laws and regulations of the State and local government, the laws and regulations shall prevail.

- 2、 本合同未尽事项，依照国家法律法规和甲方《员工手册》在内的管理规章制度解释和执行。

The outstanding issues of this Contract shall be interpreted and executed according to the laws and regulations of the State and the internal rules and regulations of Employer, including the Rules of Employment.

第三十一条 其他

Article 31 (Miscellaneous)

- 1、 本合同中的空白栏，由双方协商确定后填写，并不得违反法律、法规和相关规定；不需填写的空白栏，加盖“此栏空白”章。

The blanks in this Contract shall be filled by the Parties through consultation, and shall not in breach of any laws and regulations and related rules. The blanks need not to be filled will be stamped as “N/A”.

- 2、 本合同必须认真填写，字迹清楚、文字简练、准确，不得擅自涂改。凡有涂改之处须经双方确认，并加盖甲方公章或人事部门章后方为有效。本合同涉及金额的均为人民币。

This Contract must be filled carefully with clear writing, simply and accurate wording, and shall not be altered. Any alteration is invalid unless confirmed by both Parties, and stamped by the official seal of Employer or the seal of human resource department of Employer. All monetary amount specified in this Contract is in the currency of RMB.

第三十二条 本合同附件及补充协议

Article 32 (Appendixes of this Contract and the Supplementary Agreement)

其他双方约定的事项。

Other matters the Parties agreed on.

本合同之成立以此为证，本合同壹式两份，经甲乙双方盖章签字后生效，甲乙双方各执一份。本合同备有中英文两个版本，如两个版本有冲突，应以中文版为主。

This Contract is established in testimony hereto, and is prepared in two (2) duplicates. This Contract shall come into effect when signed or stamped by both Parties. And each Party shall hold one of the duplicates. This contract is written in both Chinese and English. If there is any inconsistency or conflict between English and Chinese version, the Chinese version shall prevail.

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