



EMPLOYMENT LETTER

Sep 20, 2023

To,

Aristotle Banks ,

tester+aristotle.banks@usemultiplier.com,

Dear Aristotle Banks,

Date of Joining (“Effective Date”)	20 Sep 2023
Place of work	People’s Republic of China (“PRC”)

1. We, **Multiplier Technologies (China) Limited Company (“Company”)** are pleased to appoint you (**“Employee” or “You” or “Your”**), as **Ullamco voluptatem i** from the Effective Date, subject to satisfactory background verification clearance (if so required by the Client as defined hereinafter). You will be deputed to work at Eva Associates (**“Client”**).
2. The breakdown of Your Remuneration has been set forth in **Annexure I (“Remuneration”)** hereto. Your employment with the Company shall be governed by the terms and conditions outlined in **Annexure II (“Terms of Employment”)**.
3. This Employment Letter together with the Annexures issued hereunder and as amended from time to time by the Company (**“Employment Agreement or Agreement”**) sets forth the entire understanding between the parties with respect to Your employment and supersedes and cancels all earlier discussions and negotiations of understandings, agreements, whether written or oral, express or implied relating to this subject matter.
4. You are required to treat this Employment Agreement as strictly confidential, and you shall not disclose or discuss the contents of this Agreement, without obtaining the Company’s prior written consent. A breach of this obligation shall render this Employment Agreement as revoked and the Company shall have no dues or obligations towards You forthwith.
5. Upon acceptance of this Employment Agreement, You agree that the terms and conditions in this Employment Agreement along with Annexures becomes binding on You and You give your consent to carry out necessary background checks by the Client or the Company (if so required).

For and behalf of
Multiplier Technologies (China) Limited Company

Agreed and Accepted by
Aristotle Banks

Date:

Date:

Acknowledged for and behalf of Eva Associates



Date:

This document is for demo purposes only and is not intended for legal use. Powered by PandaDoc



ANNEXURE I
REMUNERATION

Name: Aristotle Banks

Components	Compensation
Gross Monthly Remuneration (in RMB)	CNY 22,222

1. The perks, benefits or other plans if any, that may apply to You in the future (as determined by the Company or the Client, as the case may be, at their sole discretion or in accordance with the applicable laws) will be notified in writing via separate official communication.
2. **Additional Pay Information:**
NA
3. The Company's pay day is the **last working day of every month**.
4. The Company shall reimburse the permitted cost and expenses incurred by You on behalf of the Client, in accordance with the term and conditions laid down under the reimbursement policy and or as may be instructed in writing by the management of the Client. For the avoidance of doubt, the reimbursement policy does not form a part of these Terms of Employment.
5. The Company shall manage the payment of the Remuneration, subject to applicable deductions and contributions (including but not limited to tax deductions and superannuation contributions), to comply with the statutory requirements in the city of Zunyi in PRC.
6. Your sick leave remuneration (if any) shall be paid in accordance with Chinese laws and local regulations of the Employee's place of work.
7. Probation Salary: Not Available

For and behalf of
Multiplier Technologies (China) Limited Company

Agreed and Accepted by
Aristotle Banks

Date:

Date:



ANNEXURE II

TERMS OF EMPLOYMENT

These Terms of Employment are issued pursuant to the Employment Letter and form an integral part of the Employment Agreement between the **Multiplier Technologies (China) Limited Company** (“**Company**”) and Aristote Banks (“**Employee**” or “**You**”) dated **20 Sep 2023**.

Capitalized terms used herein shall have the same meaning as in the Employment Letter:

1. EMPLOYEE SERVICES & OBLIGATIONS

- 1.1. Upon the direction of the Client, the Company is engaging Your Services subject to the terms and conditions provided hereunder. During the Term, You shall provide services to the Client, as per your job description and to the satisfaction of the Client and / or the Company, as the case may be. By this Employment Agreement, You agree to perform Services to the Client which shall be identified by the Client together with such incidental services that are mutually agreed by You, the Client and/ or the Company in writing. This Employment Agreement is subject to receipt of an acceptable background check / verification report (if so required) to the satisfaction of the Company and / or the Client.
- 1.2. The Company shall manage the payment of the Remuneration and all the benefits including bonuses (as determined by the Client), if any, in full amount, on time and manner as stated in the Employment Agreement. The Client is availing the human resource management related services of the Company, and the Company shall solely manage the payroll and tax compliances on behalf of the Client. It is agreed and acknowledged that the Company shall not be responsible for allocation of Your daily duties / responsibilities and such allocation of Your daily duties / responsibilities shall be the Client’s responsibility. It is however clarified that during the Term, You shall remain an employee of the Company and shall have no employment relationship with the Client. You also acknowledge that in no event, would you seek remuneration, compensation options or benefits of whatever kind from the Client unless the same is offered by the Client to You.
- 1.3. During the Term, You shall not take up any additional part-time or full-time job or appointment with any third party or take up other trade, business or profession without the prior written consent of the Company and the Client.
- 1.4. You shall not enter into any contracts or any commitments for or on behalf of the Company and/or the Client without the written consent of the Company and/or the Client (as applicable).
- 1.5. You shall ensure compliance with the Employment Agreement; applicable laws; the code of conduct, disciplinary rules and other internal policies of the Client and the Company as applicable and notified to You from time to time. Any breach, violation or non-compliance may lead to disciplinary action by the Company or the Client, including but not limited to termination of employment. For the avoidance of doubt, the code of conduct, disciplinary rules and policies of the Client and the Company do not form part of the Employment Agreement and are not intended to provide any contractual rights against the Client or the Company.
- 1.6. You shall not participate, engage, conduct, or be involved in any activities or businesses which directly or indirectly conflict with the interests of the Company and/or the Client. The determination of what constitutes a conflict of interest in relation to the Client, shall be made by the Client (and communicated to



You). You may be given an opportunity to justify Your action or omission which is considered as a breach of this clause by the Client.

1.7. You shall report to the reporting officer or nominee, as assigned by the Client.

1.8. Your Job Description is defined below:

Pariatur Numquam id

2. **TERM**

The Employment Agreement shall be effective from the date of joining, i.e., **20 Sep 2023** (“**Effective Date**”) and shall be valid until terminated as per the terms hereof (“**Term**”).

3. **PLACE OF WORK**

Your place of work shall be as set out in the Employment Letter or such other location as may be determined by the Company from time to time, including locations required by the Client. It is clarified that “Place of Work” shall only be construed to evaluate any mandatory entitlements or obligations under local labour laws that may be applicable to an employee. The Client may assign You to any work, or any place of business of the Client that may presently be operational or which may subsequently be acquired or established within city of Zunyi PRC on the same terms as set forth in this Employment Agreement.

4. **WORK SCHEDULE**

Your working hours shall be notified by the Client from time to time. Your working hours are subject to the following working hour system

- 4.1. Standard working hour system: You shall work five days a week, eight hours each day beginning from 9:00 AM to 5:00 PM.
- 4.2. Flexible working hour system: upon approval by the labor administrative department, the Company may apply the flexible working hour system to Your position.
- 4.3. Comprehensive working hour system: upon approval by the labor administrative department, the Company may apply the comprehensive working hour system to Your position.

5. **PROBATIONARY PERIOD**

The Employee shall serve a mandatory probation period of 1 (one) months from the effective date of Your employment (“Probation Period”). If the Employee proves not to meet the relevant requirements for his/her position during the Probationary Period, the Company may terminate the employment relationship with the Employee immediately without paying any additional compensation.

6. **REMUNERATION**

In consideration of the Services being provided by You during the Term, the Company shall pay You, the agreed Remuneration in accordance with the terms and conditions as outlined in Annexure I of this Employment Agreement (“Remuneration”).

7. **LEAVE POLICY**

Your annual leave shall be [**Job.LeavesInWords**] per calendar year, which includes the statutory annual leave. Leaves such as annual policy leave, sick leave, maternity leave, paternity leave or other leaves not forming part of the Leave Entitlement shall be determined by the Client subject to the PRC labor laws and local regulations of PRC, and shall be communicated to You. You shall notify both the Company and the Client if You are absent from work due to any reason.



8. CONFIDENTIALITY

- 8.1. You may have access to information (in any form) that relates to the Company and the Client and their activities which may either be identified as confidential or reasonably understood to be confidential (“Confidential Information”). You shall use such Confidential Information only for performance of services or discharge of Your duties under this Employment Agreement. You shall, at all times, keep such information strictly confidential and abstain from further disclosure of information. Confidential Information shall not include any information which is public knowledge or became so at a later date (other than as a result of a breach of confidentiality by, or involving, You).
- 8.2. You may be required to sign an independent non-disclosure agreement and/ or a non-compete agreement with the Client, if required.

9. NON-COMPETE

There is no non-compete for this employment agreement.

10. NON-SOLICIT

During the term of employment with the Company and for a period of 6 (six) months thereafter, the Employee agrees not to solicit any employee, consultant, client or other persons of the Company/Client, without the Company's and/or the Client's prior written consent. Furthermore, the Employee shall not, in any way, directly or indirectly, interfere with the relationship of the Company and/or the Client with its clients, whether current or prospective and/or any counterparts. The Employee hereby acknowledges that the restrictions under Section 11 and 12 are fair and reasonable as to the subject matter, geographical scope and duration, and are reasonably necessary to protect the value of the Company and/or the Client and their affiliates.

11. INTELLECTUAL PROPERTY

- 11.1. The intellectual property rights in all the works, tools and solutions conceived, created, developed, learned or reduced to practice by You (either alone or jointly with others) during the Term, regardless of whether they are conceived or made during regular working hours or at the workspace; that are directly or indirectly related to the Services, result from tasks assigned to You, or are conceived or made with the use of the Client's resources, facilities or materials; including any concepts, ideas and approaches (“Intellectual Property Rights or IPR”) developed during the Term shall be owned by the Client. You acknowledge that by virtue of this clause, all Intellectual Property Rights are vested with the Client upon their creation, including all future enhancements, improvement and additions to such Intellectual Property. You further acknowledge that You may have moral rights in respect of the Intellectual Property Rights and insofar as permitted by law, You waive Your moral rights in respect of the Intellectual Property Rights.
- 11.2. You shall, upon request of the Company and / or the Client, execute, acknowledge, deliver and file any and all documents necessary or useful to vest with the Client all of Your right, title and interest in and to all such matters.
- 11.3. You shall not make any claims on the Intellectual Property Rights in any works, tools and solution developed or produced by You in course of Your services under the Employment Agreement. You agree that the Client solely and absolutely owns all rights, titles, interests including Intellectual Property Rights and the same shall subsist during the Term of this Employment Agreement and thereafter.

12. TERMINATION

- 12.1. This Agreement may be terminated based on both parties' mutual negotiation. If You intend to terminate this Agreement before the end of the Term, You shall inform the Company and the Client 1 (one) months



in advance.

12.2. If You are under the Probation Period and intend to terminate this Agreement before the end of the Term, You shall inform the Company and the Client 3 (three) days in advance. Company at its discretion may terminate this Agreement upon 30 days' prior written notice to You or pay You an additional one month's salary in lieu of notice, in case any of the following occurs:

- 12.2.1.** You cannot resume Your Service, due to sickness or non-work-related injury, after specified period (in accordance with legislation) of medical treatment;
- 12.2.2.** You are unqualified, and unable to perform duties relevant to the position, even after a training or job adjustment (as reported by Client, if applicable);
- 12.2.3.** The objective conditions on which this Agreement is based have materially changed to the extent that it is impossible to perform this Agreement while both parties cannot reach an agreement to amend this Agreement to reflect the changed conditions; and;
- 12.2.4.** The Company downsizes according to related laws and procedures

12.3. Under any of the following circumstances, this Agreement shall be automatically terminated:

- 12.3.1.** The Term of this Agreement has expired;
- 12.3.2.** You have reached the statutory retirement age or started to enjoy benefits of basic pension;
- 12.3.3.** The Company's or the Client's business license has been revoked, or the Company or Client is ordered to close down or to dissolve or the Company or Client decides on an early dissolution;
- 12.3.4.** The Company is declared to be bankrupt according to law; and
- 12.3.5.** You are declared dead or missing by the people's courts

12.4. Notwithstanding anything under Clause 12.1 the Company may terminate the Employment Agreement at any time, immediately, without any further notice or any compensation on the following grounds:

- 12.4.1.** You have proven not to conform with the recruitment requirements during the probation period;
- 12.4.2.** You seriously violate the working disciplines or rules and procedures of the Company/Client, including violating provisions under the Company/Client's employee handbook, etc.
- 12.4.3.** You are in serious dereliction of Your duties, or You engage in business malpractice which has caused material damages to the Company or the Client;
- 12.4.4.** You are subject to criminal liabilities;
- 12.4.5.** You have falsified Your personal details and relevant certificates provided to the Company/Client or have concealed materials at the time of recruitment and during terms of the employment;
- 12.4.6.** You hold another job, which seriously affects the completion of work and tasks assigned by the Company/Client, or if You refuse to correct after Company/Client has provided notification or warning.

12.5. In addition to the circumstances mentioned above, this Employment Agreement may also be terminated or deemed to expire under any other circumstances stipulated by applicable laws and regulations.

13. CONSEQUENCES OF TERMINATION

13.1. Notwithstanding, any other rights and remedies provided elsewhere in the Employment Agreement, upon termination of the Employment Agreement:

- 13.1.1.** You shall forthwith cease the use of any Intellectual Property Right and the Confidential Information furnished by the Company or the Client (collectively "Disclosing Party") to You under this Employment Agreement and immediately return or destroy (without the possibility



of restoration), as instructed by the Disclosing Party, such Confidential Information and / or IPR.

13.1.2. You shall ensure return of the Company property or the Client property entrusted to You during the Term. The Company or Client, as the case may be, shall have the right to deduct cost of property that are lost or damaged by You from the full and final settlement of dues at its own discretion.

13.1.3. You hereby irrevocably authorize the Company to deduct any amounts that You may owe the Company and or the Client, as on the date of termination, from the full and final settlement, except for amounts that the Company is not entitled by law to deduct. You acknowledge this is reasonable and principally for Your benefit.

13.2. Any termination of the Employment Agreement, howsoever occasioned, shall not affect any of Your accrued rights or liabilities or that of the Company, nor shall it affect the coming into force or the continuance in force of any provision in this Employment Agreement which is expressly or by implication intended to come into or continuing in force on or after such termination including Clauses 8 (*Confidentiality*), 11 (*Intellectual Property*), 13 (*Consequences of Termination*), 14 (*Notice*), 16 (*Miscellaneous*). Any termination of the Employment Agreement will be without prejudice to the Company's legal rights and remedies, including injunction and other equitable remedies.

14. NOTICE

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered post to Your address or email mentioned in the Employment Letter and/or email or address of the Company.

15. REPRESENTATIONS AND WARRANTIES

15.1. You hereby represent, warrant, and confirm that:

15.1.1. You have executed and delivered this Employment Agreement as a free and voluntary act, after having read, understood and determined that the provisions contained herein are of benefit to You, and that the duties and obligations imposed on You are fair and reasonable;

15.1.2. The execution of this Employment Agreement and performance of the obligations, responsibilities and duties hereunder shall not result in the breach of any of Your obligations, covenants or undertakings (including any professional, statutory, contractual or fiduciary duties or obligations) to any other third party.

15.2. Notwithstanding anything to the contrary stated anywhere in this Employment Agreement, You affirm and undertake that You shall be compliant at all times, with the terms and conditions laid down here and under any other non-disclosure or non-compete agreement that You may be required to execute with the Client and/or its affiliates.

16. MISCELLANEOUS

16.1. Equitable Relief You acknowledge that, due to the unique and valuable nature of the Confidential Information, Company's remedies at law may be inadequate and the Company and/or the Client may suffer irreparable harms in the event of breach or threatened breach of any provision of this Agreement. Accordingly, in such event, Company and/or the Client shall be entitled to seek preliminary and final injunctive relief, without any requirement to post bond, as well as any and all other applicable remedies at law or in equity including the recovery of damages. Additionally, You agree to keep the Company and /or the Client indemnified against any losses or damages (including reasonable attorneys' fees) arising due to the breach of this Agreement by You.



16.2. Data Privacy

16.2.1. The Company shall collect, process and use the personal data provided by You (“Employee Personal Data”) for the establishment, management and conclusion of the employment relationship, including payroll, benefits administration (including sickness, disability, and pension benefits as applicable) and other related purposes. The Company shall restrict the access to the Employee Personal Data to the minimum number of people within the Company on a need-to-know basis.

16.2.2. Upon acceptance of the Employment Agreement, You expressly consent to the collection, process and use of Employee Personal Data by the Company itself, its affiliates or through its third-party service providers, in accordance with the privacy policy of the Company, which shall be subject to the applicable data protection laws.

16.2.3. The Company may disclose Employee Personal Data strictly to the extent such disclosure is compulsorily required under applicable law (including a valid court order), to a regulatory authority or a court of law with competent jurisdiction over the Company.

16.3. Indemnity: You (“Indemnifying Party”) shall indemnify, defend, and hold harmless the Company and/or the Client, and their affiliates/related bodies corporate and their respective directors, employees, and agents (“Indemnified Parties”) against all third party demand, claim, proceeding, liability, losses, costs, penalties, damages, fines and expenses (including but not limited to, reasonable attorney’s fee) incurred by or brought against the Indemnified Parties arising out of infringement of any third party intellectual property right, misrepresentation, wilful misconduct and negligence.

16.4. Assignment: You cannot assign, in whole or in part, the benefits or obligations of this Employment Agreement to any other person.

16.5. Modification: Any modification, amendment, supplement or other change to the Employment Agreement shall be mutually agreed between You and the Company in writing.

16.6. Rights and Remedies – Waiver: All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorney’s fees, court costs and other collection expenses, in addition to any other relief it may receive, to the extent permitted by law. No waiver of a right, or a breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

16.7. Governing Law: This Employment Agreement will be governed and construed in accordance with the laws of PRC. Should any dispute arise from the performance hereof, both parties shall settle the same through negotiations; should the negotiations fail, the dispute shall be submitted to a competent Labor Arbitration Commission at the Company’s location.

16.8. Severability: In the event that any provision of the Employment Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the Employment Agreement shall continue in full force and effect and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to affect the intent of the parties hereto. You and the Company further agree to replace such void or unenforceable provision of the Employment Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

16.9. Counterparts: The Employment Agreement may be entered into in any number of counterparts by the parties hereto, each of which when executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument.



16.10. Language: This Employment Agreement is made in both Chinese and English versions. In the case of any discrepancy between the Chinese version and the English version, the Chinese version shall prevail.

IN WITNESS WHEREOF, the Employee has hereunto set his hand, and the Company has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

For and behalf of
Multiplier Technologies (China) Limited Company

Agreed and Accepted by
Aristotle Banks

Date:

Date:

This document is for demo purposes only and is not intended for legal use. Powered by PandaDoc



录用函

Sep 20, 2023

致，

[Employee.First Name]

tester+aristotle.banks@usemultiplier.com,

794 Cowley Parkway, Quia in nihil et ut , Aksu/Xinjiang, Xinjiang, 53205, China,

Aristotle Banks 您好，

入职日期（“生效日期”）	20 Sep 2023
工作地点	中华人民共和国（“中国”）

- 我们，Multiplier Technologies (China) Limited（“公司”）很高兴任命您（“员工”或“您”或“您的”）自生效日期起 Ullamco voluptatem i，但须获得令人满意的背景验证许可（如果客户要求，如下文所定义）。您将被委派在 Eva Associates（“客户”）工作。
- 您的报酬明细如本录用函附录 I 所示（“报酬”）。**
- 您在公司工作应受附录 II 所载条款和条件（“雇佣条款”）管辖。
- 本录用函及根据其发布的并经公司不时修订的附录（“**雇佣协议** 或 **协议**”）阐明双方之间关于您的雇佣的完整谅解，并取代和取消所有先前与此标的相关的谅解、协议（无论是书面的还是口头的、明示的还是默示的）的讨论和谈判。
- 您需要对本雇佣协议严格保密，未征得公司事先书面同意，不得披露或讨论本协议的内容。违反此项义务将导致本雇佣协议撤销，随即公司不欠您任何费用，也不对您负有任何义务。
- 接受本雇佣协议后，您即同意本雇佣协议及其附录所载条款和条件对您具有约束力，并且您同意客户或公司对您进行必要的背景核查（如有要求）。

代表

Multiplier Technologies (China) Limited Company

同意并接受

Aristotle Banks

日期:

日期:

同意并接受

Eva Associates



日期:

This document is for demo purposes only and is not intended for legal use. Powered by PandaDoc



附录 I
报酬

姓名：Aristotle Banks

成分	赔偿
Gross Monthly 薪资 (RMB)	CNY 22,222

1. 未来可能适用于您的津贴、福利或其他计划（由公司或客户（视情况而定）酌情或根据适用法律确定）将通过单独正式通讯书面通知。
2. 附加工资 NA
3. 公司发薪日为 每个月的最后一个工作。
4. 公司应按照报销政策规定的条款和条件，或按照公司管理层的书面指示，报销您因公司事务发生的经许可费用和支出。为避免疑义，报销政策不构成本雇佣条款的一部分。
5. 公司应管理薪酬的支付，但须遵守适用的扣除和供款（包括但不限于税收减免和退休金供款），以遵守中 Zunyi 市的法定要求。
6. 您的病假报酬（如有）应根据中国法律和雇员工作地点的地方法规支付。
7. 试用期工资: Not Available.

代表

Multiplier Technologies (China) Limited Company

承认并代表

Aristotle Banks

日期:

日期:



附录 II

雇佣条款

本雇佣条款是根据录用函签发的，并且构成 Multiplier Technologies (China) Limited Company (“公司”) 与 Aristotle Banks (“雇员”或“您”) 于 20 Sep 2023 签订的雇佣协议不可分割的一部分。

本协议中使用的大写术语具有与录用函中相同的含义：

1. 雇员服务与义务

- 1.1. 根据客户的指示，公司根据本协议规定的条款和条件雇佣您提供服务。在期限内，您应根据工作内容描述向客户提供服务，并达到客户和/或公司（视情况而定）满意的程度。根据本雇佣协议，您同意向客户提供由客户确认的服务，以及您、客户和/或公司书面确认的附带服务。本雇佣协议生效的前提是获得令公司和/或客户满意的背景核实（如果要求）结果。
- 1.2. 公司应按照雇佣协议规定的时间和方式全额支付报酬和包括奖金（由客户决定）在内的所有福利（如有）。客户使用公司的人力资源管理相关服务，公司应代表客户管理薪资发放以及税务合规事宜。双方同意，公司不负责分配您的日常工作/责任，您的日常工作/责任应由客户负责安排。但是，特此澄清，在期限内，您是公司的雇员，与客户不存在雇佣关系。您还确认，在任何情况下，您都不向客户寻求任何形式的薪酬、补偿、期权或利益，除非客户向您提供。
- 1.3. 在期限内，未经公司和客户事先书面同意，您不得从事任何第三方的兼职或全职工作或接受委任或从事其他贸易、业务或职业。
- 1.4. 未经公司和/或客户（如适用）的书面同意，您不得为或代表公司和/或客户签订任何合同或作出任何承诺。
- 1.5. 您应确保遵守雇佣协议；适用法律；客户和公司的行为准则、纪律规则和其他内部政策（如适用并不时通知您）。任何违约、违规或不合规行为都可导致公司或客户采取纪律处分措施，包括但不限于终止雇佣关系。为避免疑义，客户和公司的行为准则、纪律规则和政策不构成雇佣协议的一部分，也无意提供针对客户或公司的任何合同权利。
- 1.6. 您不得参加、从事、开展或参与任何直接或间接与公司或/或客户利益冲突的活动或业务。什么情况构成与客户有关的利益冲突应由客户确定（并告知您）。您有机会为您被视为违反本条款的作为或不作为进行辩解。
- 1.7. 您应向客户指定的审核人员或被指定人报告情况。
- 1.8. 您的工作说明如下所示：

Pariatur Numquam id

2. 期限

雇佣协议应当自入职日期，即 20 Sep 2023 (“生效日期”) 起生效，有效期至 根据本协议条款终止为止 (“期限”)。

3. 工作地点

您的工作地点为录用函中规定或公司不时确定的其他地点，包括客户要求的地点。特此澄清，“工作地点”的定义仅为评估当地劳动法规定的可能适用于雇员的任何强制性权利或义务。客户可以按照本雇佣协议中规定的相同条款将您分配给客户的任何工作或客户的任何营业地点，这些工作或营业地点目前可能正在运营或随后可能在 Zunyi 中国城市内被收购或建立。



4. 工作时间表

4.1. 您的工作时间会由客户不时通知。您的工作时间取决于以下工作时间制度

4.1.1. **标准工作时间制度：每周工作五天，每天八小时，从上午 9:00 到下午 5:00。**

4.1.2. 弹性工作时间制度：经劳动行政部门批准，公司可对您的岗位实施弹性工作时间制度。

4.1.3. 劳动行政部门批准后，公司可对您的岗位实施弹性工作时间制度。

5. 试用期

您的试用期为自生效日期起 1 几个月 个月的期限（“试用期”），公司可在与客户协商后酌情延长该期限。在试用期结束时，除非公司另行通知，否则您的工作将被视为确认。

6. 报酬

鉴于您在期限内提供的服务，公司应根据本雇佣协议附录 I 中载明的条款和条件向您支付商定的报酬（“报酬”）。

7. 休假政策

您的年假应为每个日历年 [Job.LeavesInWords] 天，包括法定年假。年假、病假、产假、陪产假或其他不构成假期权利的假期，应由客户根据中国劳动法和中国地方法规确定，并通知您。如果您因任何原因缺勤，应通知公司和客户。

8. 保密

8.1. 您可访问与公司、客户及其活动有关的（任何形式）信息，这些信息可认定为机密信息或正常情况下应当认定为机密信息（“机密信息”）。您只能将该等机密信息用于履行本雇佣协议项下的服务或履行本雇佣协议项下的职责。您应始终对该等信息严格保密，并避免进一步披露该等信息。机密信息不包括公共知识或之后为公众知晓的信息（除非是由于您或涉及您违反保密规定导致）。

8.2. 如有需要，您需要与客户另行签署保密协议和/或竞业禁止协议。

9. 非竞争性

本雇佣合同不存在竞业限制。

10. 不招揽

在雇佣关系终止后的 6 个月 年内，您不得直接或间接向任何个人、公司或企业披露客户的顾客或其客户的姓名、联系方式或任何其他顾客与客户的客户有关的信息。您也不得拜访、招揽、带走或试图拜访、招揽或带走您在任期内由于工作原因而直接或间接与之打交道或与之相识的公司或客户的任何客户。您在此确认，本条款下的限制在标的、地理范围和期限方面是公平合理的，并且对保护公司和/或客户及其关联公司的价值是合理必要的。

11. 知识产权

您同意任何权利、所有权和利益，包括但不限于专利、版权、商业秘密和设计权、掩码权，无论是否可注册，由于开发和/或使用任何有形或无形的工作产品或材料和/或使用公司或其任何设备、用品、设施或其他资源、商业秘密或其他专有或机密信息创建（定义见下文）您在受雇期间或因受雇而产生的客户（“作品”或“知识产权或知识产权”），无论是单独还是与他人一起，无论是否在正常工作时间内，包括但不限于任何软件、数据库、系统、应用程序、演示文稿、培训材料、报告、研究或开发结果、文本作品、内容、艺术品、图形或视听材料、发明、设计、发现、即兴创作您在本合同项下受雇期间或因受雇而构思、发现、减少实践、设



计、开发、贡献、改进、发明或创造（“创造”）的设备、计算机程序、文档或其他材料（“工作产品”）应属于并应由客户独家拥有。您特此在开始或发展时将此类权利、所有权和利益的所有权转让给客户及其关联公司。

12. 终止

- 12.1. 经双方协商，本协议可以终止。如果您打算在协议期限结束前终止本协议，您应提前 1 (one) months 天通知公司和客户。如果您正在试用期内，并打算在试用期结束前终止本协议，您应提前 3 (三) 天通知公司和客户。
- 12.2. 如果出现以下任何情况，公司可自行酌情决定经提前 30 天书面通知您终止本协议，或向您额外支付一个月的工资代替通知：
 - 12.2.1. 由于生病或非工伤，在规定的医疗期（根据法律规定）后，您不能恢复履行服务；
 - 12.2.2. 您不合格，即使经过培训或工作调整，也无法履行与职位相关的职责（如客户反映，如适用）；
 - 12.2.3. 本协议所依据的客观条件发生实质性变化，导致无法履行本协议，而双方无法就修改本协议以反映变化后的条件达成一致意见；
 - 12.2.4. 公司按照相关法律和程序进行裁员
- 12.3. 有下列情形之一的，本协议自动终止：
 - 12.3.1. 本协议期限届满；
 - 12.3.2. 您已达到法定退休年龄或开始享受基本养老金福利；
 - 12.3.3. 公司或客户的营业执照被吊销，或公司或客户被责令关闭或解散，或公司或客户决定提前解散；
 - 12.3.4. 公司被依法宣告破产；以及
 - 12.3.5. 您被人民法院宣告死亡或失踪
- 12.4. 尽管有第 12.1 条规定，公司可基于以下理由，随时立即终止雇佣协议，无需另行通知或提供任何补偿：
 - 12.4.1. 经证明，您在试用期内不符合招聘要求；
 - 12.4.2. 您严重违反公司/客户的工作纪律或规章制度，包括违反公司/客户雇员手册的规定等。
 - 12.4.3. 您严重失职，或者进行商业上的不法行为，给公司或者客户造成重大损害；
 - 12.4.4. 您须负刑事责任；
 - 12.4.5. 在招聘时和雇佣期间，您伪造个人信息和提供给公司/客户的相关证明，或隐瞒材料；
 - 12.4.6. 您从事严重影响公司/客户安排的工作和任务完成的另一份工作，或者在公司/客户发出通知或警告后拒绝改正。
- 12.5. 除上述情形外，在适用法律法规规定的任何其他情形下，本雇佣协议也可终止或视为届满。

13. 终止的后果

- 13.1. 尽管如此，在雇佣协议终止后，雇佣协议其他部分规定任何其他权利和补救措施：
 - 13.1.1. 您应立即停止使用公司或客户（统称“**披露方**”）根据本雇佣协议向您提供的任何知识产权和机密信息，并按照披露方的指示立即归还或销毁（不可能恢复）该等机密信息和/或知识产权。
 - 13.1.2. 您应确保在期限内归还委托给您的公司财产或客户财产。公司或客户（视情况而定）有权自行酌情决定从应付款项的全部和最终结算款中扣除您丢失或损坏财产的费用。
 - 13.1.3. 您特此不可撤销地授权公司从全部和最终结算款中扣除您在终止日期欠公司和/或客户的任何款项，但公司依法无权扣除的款项除外。您确认本条款是合理的，主要是为了您的利益



考虑。

- 13.2. 雇佣协议的任何终止，无论是出于何种原因，均不得影响您或公司的任何已发生权利或责任，也不影响本雇佣协议中任何明示或默示在该等终止日期或之后生效或继续生效之规定的生效或继续有效，包括第 8 条（保密）、第 11 条（知识产权）、第 13 条（终止的后果）、第 14 条（通知）、第 16 条（其他规定）。

14. 通知

本协议项下要求发出的任何通知，如果由专人递送或通过预付邮资挂号信发送至录用函中提及的您的地址或电子邮箱和/或公司电子邮箱或地址，应视为已妥为送达。

15. 陈述和保证

15.1. 您在此陈述、保证并确认：

15.1.1. 您在阅读、理解并确定本雇佣协议中所载的规定对您有利，且对您施加的责任和义务公平合理后，您自愿、自主签署并交付本雇佣协议；

15.1.2. 本雇佣协议的签署以及本协议项下义务、责任和义务的履行，不会导致违反您对其他第三方的任何义务、契约或承诺（包括任何专业、法定、合同或信托责任或义务）。

15.2. 除非本雇佣协议中有任何相反规定，您确认并承诺，您将始终遵守本协议项下以及您可能需要与客户和/或其关联公司签订的任何其他保密或竞业禁止协议中规定的条款和条件。

16. 其他规定

16.1. 衡平法救济：您确认，由于公司和/或客户业务的独特性和价值性，对公司和/或客户的普通法补救措施可能不充分，如果雇员违反或潜在违反本协议的任何规定，公司和/或客户可能遭受不可弥补的损害。因此，在这种情况下，公司和/或客户有权寻求初步和最终禁令救济，无需交纳保证金，以及任何和所有其他适用的普通法或衡平法补救措施，包括追回损害赔偿。此外，对于因您违反本协议产生的任何损失或损害（包括合理的律师费），您同意使公司和/或客户获得赔偿。

16.2. 数据隐私

16.2.1. 公司将收集、处理和使用您提供的个人数据（“雇员个人数据”），建立、管理和缔结雇佣关系，包括用于工资单、福利管理（包括疾病、残疾和养老金福利，如适用）和其他相关目的。公司将在需要知道的基础上将雇员个人数据的访问权限限制在公司内的最低人数范围内。

16.2.2. 您接受雇佣协议后，明确同意公司、其关联公司或通过其第三方服务提供商根据公司的隐私政策收集、处理和使用雇员个人数据，该隐私政策应遵守适用的数据保护法律。

16.2.3. 公司可严格按照适用法律（包括有效的法院命令）强制要求的范围，向监管机构或对公司具有管辖权的法院严格披露雇员个人数据。

16.3. 赔偿：您（“赔偿方”）应就因侵犯任何第三方知识产权、虚假陈述、故意不当行为和疏忽引起的所有第三方的要求、索赔、诉讼、责任、损失、费用、罚款、损害赔偿（包括但不限于合理的律师费），对公司和/或客户、其关联公司/相关法人团体及其各自的董事、雇员和代理人（“受偿方”）进行赔偿、辩护并使其免受损害。

16.4. 转让：您不能将本雇佣协议的全部或部分权益或义务转让给任何其他人。

16.5. 修改：对雇佣协议的任何修改、修订、补充或其他变更均应经您和公司以书面形式相互同意。

16.6. 权利和补救措施——放弃：本协议项下的所有权利和补救措施应是累积的，可以单独或同时行使。如果为履行本协议项下的任何义务提起任何法律诉讼，胜诉方除了在法律允许的范围内可能获得的任何其他救济外，还有权获得其律师费、诉讼费和其他收款费用。除非以书面形式并经放弃方签字，否则



对本协议项下权利、违反或违约行为放弃追究，均不得视为有效，且该等放弃不视为放弃追究任何后续相同或类似性质的违反或违约行为。

- 16.7. 管辖法律：本雇佣协议受中华人民共和国法律管辖并据其解释。如因履行本协议产生争议，双方应协商解决；如果协商不成，应将争议提交公司所在地的主管劳动仲裁委员会。
- 16.8. 可分割性：倘若雇佣协议的任何规定或其适用性变得或被有法定司法管辖权的法院宣布为非法、无效或不可执行，雇佣协议的剩余部分应继续具有充分效力，并且该等规定对其他人或情况的适用性应解释作如此解释，从而合理反映本协议双方的意图。您和公司进一步同意，以有效且可执行的、尽可能实现雇佣协议中无效或不可执行规定的经济、业务和其他目的的规定替代该等无效或不可执行规定。
- 16.9. 副本：本雇佣协议可由双方签订任意数量的副本，每份副本在签订和交付时均作为正本，所有这些副本共同构成同一份文书。
- 16.10. 语言：本雇佣协议有中文和英文两种版本。倘若中文版本和英文版本之间存在任何差异，应以英文版本为准。

雇员已于文首载明的年份和日期签订本协议，公司已促使以公司的名义及由他人代表公司签订本协议，以资信守。

代表

Multiplier Technologies (China) Limited Company

同意并接受

Aristotle Banks

日期:

日期: