



CHEN Chao/陈超

Blk C, Room 2015, YangGuang HuaDi Yuan,  
Qianhai Road, Nanshan District, Shen Zhen  
深圳市南山区前海路阳光花地苑 C 栋 1205

Dear Chao,

亲爱的超:

Hello! Welcome to your next journey! This letter forms your contract of employment and outlines the terms and conditions which will apply to your employment with Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch (the "**Company**"). We very much look forward to you joining our team at Expedia!

您好! 欢迎开始您的下一趟旅程! 本函作为您的聘用合同, 规定适用于您与亿客行咨询服务(北京)有限公司深圳分公司(“公司”)的劳动关系的条款和条件。我们非常期待您加入我们在 Expedia 的团队。

This offer, and your continued employment with the Company, is subject to satisfactory background checks, full and honest disclosure of any information required of you, and you having and maintaining the right to live and work in China.

作为本聘任通知书以及您继续受聘于本公司的条件, 您必须通过背景考核、完全且诚实地披露所需的任何信息, 以及拥有在中国居住和工作的权利。

## EMPLOYMENT CONTRACT

### 劳动合同

The Company:	Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch
公司:	亿客行咨询服务(北京)有限公司深圳分公司
Legal Address:	Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road, Nanshan District, Shenzhen
法定地址:	深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室
Legal Representative:	Robert John Dzielak
法定代表:	罗伯特·约翰·迪莱克

亿客行咨询服务(北京)有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China

The Employee: CHEN Chao

员工: 陈超

ID Number: 10228198607151013

身份证号码: 10228198607151013

Contact Address: Blk C, Room 2015, YangGuang HuaDi Yuan,  
Qianhai Road, Nanshan District, Shen Zhen

联络地址: 深圳市南山区前海路阳光花地苑 C 栋 1205

Phone Number: + 86 18682379493

电话号码: + 86 18682379493

THIS EMPLOYMENT CONTRACT (“Contract”) is entered into by and between the Company and you pursuant to the Labour Law of the People’s Republic of China (“PRC”), the PRC Labour Contract Law and other related laws and regulations, and on the basis of the doctrines of equality, free will, and consensus through negotiation.

本劳动合同（“合同”）由公司和您根据中华人民共和国（“中国”）《劳动法》、中国《劳动合同法》以及其他有关法律和法规，在平等自愿的基础上，通过协商一致后签订。

1     Job Title and Place of Work

职务名称和工作地点

- 1.1     Your job title will be **Software Development Engineer II** and you will report to **James Fu, Sr. Director, Technology** or such other person(s) as the Company may designate from time to time.
- 您的职务名称为 **Software Development Engineer II** 向 **James Fu, Sr. Director, Technology** 或公司不时指定的其他人汇报。
- 1.2     Your place of work will be Shenzhen although the Company may require you to work from other locations in accordance with the needs of the business.
- 您的工作地点为深圳，但公司可根据业务需要要求您在其他地点工作。

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen , China

- 1.3 In addition to the duties and responsibilities assigned to you in your role, you may also be required to undertake other work from time to time as directed by the Company. You agree to perform your duties faithfully, conscientiously and to the best of your ability.

除公司为您分配的职务和职责外，公司还可能要求您承担公司不时指示的其他工作。您同意忠实、认真并尽最大努力履行您的职责。

## **2 Term and Probationary Period**

### **期限和试用期**

- 2.1 Your first day of employment with the Company will be August 24, 2015.

您受聘于公司的第一天为与 August 24, 2015.

- 2.2 Your employment will be subject to a probationary period of three (3) months. During your probationary period, either party may terminate this agreement by providing one (1) week's notice in writing to the other party.

您的聘用将包括三（3）个月的试用期。在您的试用期期间，任何一方经提前一（1）周书面通知对方，可终止本合同。

- 2.3 You should fully disclose your current employment conditions and health conditions, and provide supporting certificates to prove your resident identity, education background, working experience and professional qualifications etc. You hereby undertake that you are not restricted by nor will violate any obligations (including but not limited to non-compete obligation) between your previous employer and any third party, whether in oral or written form, when entering into and performing the Contract.

您应完全披露您当前的就业条件和健康状况，并提供足以证明您的居民身份、学历背景、工作经验和专业资格等的证明书。您在此保证：您在签订和履行本合同时，不受您之前用人单位和任何第三方之间的任何义务的约束，亦不违反任何该等义务（包括但不限于竞业禁止义务）（不论是口头形式或书面形式）。

## **3 Hours of Work**

### **工作时间**

- 3.1 Unless otherwise arranged by the Company, your usual working hours will be from Monday to Friday, 9.00am to 6.00pm, including a one hour lunch break.

除非公司另有安排，您通常的工作时间为：周一至周五上午九点至下午六点，包括一小时的午餐时间。

- 3.2 You may be required to work additional hours in accordance with the Company's needs from time to time.

根据公司不时的需求，您可能会被要求加班。

4      **Compensation and Benefits**

工资和福利

4.1    **Base Salary**

**基本工资**

Your base salary will be RMB 300,000.00 per annum. You will be paid monthly in arrears. Your salary that is stipulated in this agreement is your pre-tax salary.

您每年的基本工资为人民币 300,000.00。工资月结。合同中规定的工资为税前工资。

4.2    **Statutory Public Holidays**

**法定假期**

You will be entitled to paid leave in all statutory public holidays.

您有权于所有法定假期获得带薪休假。

4.3    **Annual Leave**

**年假**

You will be entitled to annual leave as follows:

您将按以下规定享受年假：

0-5 years' service 工作年限为 0-5 年	15 days 15 天
5-9 years' service 工作年限为 5-9 年	18 days 18 天
9+ years' service 工作年限在 9 年以上	20 days 20 天

Further details in relation to your annual leave are set out in the Workplace Standards.

关于年假的更多详情，请参见工作场所标准的规定。

4.4 Sick Leave

病假

You will be entitled to paid sick leave each calendar year as follows:

对于连续聘用的每一年，您将按以下规定享有带薪病假。

0-9 years' service 工作年限为 0-9 年	15 days 15 天
9+ years' service 工作年限在 9 年以上	20 days 20 天

Further details in relation to sick leave are set out in the Workplace Standards.

关于病假的更多详情，请参见工作场所标准的规定。

4.5 Additional Leave

附加休假

You may be entitled to additional leave as set out in the Workplace Standards.

您将享有工作场所标准中规定的附加休假。

4.6 Benefits

福利

You will be provided with benefits as set out in the Benefits Statement in effect from time to time.

公司将为您提供有效的福利说明（Benefits Statement）中规定的福利。

4.7 Discretionary Bonus

酌定奖金

The Company may pay you a bonus of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determine from time to time.

公司可按其独自酌定的时段和条件，向您支付按其独自酌定的金额的奖金。

The Company operates a discretionary bonus arrangement. Your eligibility to participate in this plan, and the amount of any such bonus, will be determined by the Company at its reasonable discretion taking into account the performance of the Company and your personal performance. For the avoidance of doubt, the amount of any such bonus may be zero. As the bonus is performance based, you must complete at least three months' service in order to be eligible for an assessment of performance.

You must be employed in service to receive any discretionary bonus and not under notice of termination on the date the bonus is paid.

The Company reserves the right, at its absolute discretion to vary or withdraw the discretionary bonus scheme at any time and without prior notice and without entitling you to compensation.

公司实行一项酌情授予的奖金安排。公司将合理自行酌定，并考虑公司及您个人的业绩表现，决定您是否有资格参与本计划以及任何该等奖金的金额。为避免疑义，任何该等奖金的金额可以为零。由于该奖金是以业绩为依据的，为了有资格参与业绩评估，您必须在公司工作至少满三个月。

为取得任何酌情授予的奖金，您必须为公司雇员，且于奖金支付当日未受制于劳动合同终止通知。

公司保留权利，由其绝对自行酌定，在任何时间更改或取消关于酌情授予奖金的方案而无须经事先通知，且您将无权就此获得赔偿。

#### 4.8 Taxation

##### 税款

The Company will withhold applicable taxes from your salary and make payment to the appropriate tax authority. In addition the Company may deduct such sums as required by law from your salary.

公司将从您的工资中代扣相应税款，并向有关税务机关缴纳。此外，公司还可按法律要求从您的工资中扣除其他金额。

#### 4.9 Social Security

##### 社会保障

The Company shall, in accordance with PRC Law, provide you with mandatory social insurance and participation in the housing fund. All social security benefits shall be provided in accordance with PRC Law.

公司应根据中国法律向您提供强制性的社会保险和住房公积金。所有的社会保障权益应根据中国法律提供。

#### 4.10 Deductions

##### 扣除

Subject to local laws, you agree that the Company may deduct any sums owed by you to the Company from any sums owed to you by the Company.

在遵守当地法律的情况下，您同意公司可从公司应付给您的任何钱款中扣除您应付给公司的任何钱款。

#### 5 Exclusivity/Company's Best Interests

##### 排他性/公司的最高利益

- 5.1 During the course of your employment you agree that you will devote 100% of your working time to the Company, and will not undertake any other work without the Company's written consent. You also agree to act in the Company's best interests at all times during your employment and, in particular, not to entice, solicit or assist another person to entice or solicit, an employee, contractor, officer, agent or supplier of the Company with whom you have had material dealings, to cease to provide services to the Company or canvass, solicit, approach or deal with any customer or client of the Company with the intention of reducing or removing such business from the Company.

受聘于公司期间，您同意为公司投入 100%的工作时间，且未经公司书面同意，不承担任何其他工作。聘用期间，您还同意始终以公司的最高利益行事，尤其不得怂恿、诱使或帮助他人怂恿或诱使您的聘用关系终止前与您有重大交易的公司员工、承包商、主管、代理人或供应商停止向公司提供服务，或游说、诱使或接触公司的任何顾客或客户或与其交往，以减少或取消公司的该等业务。

#### 6 Termination of Employment

##### 劳动关系终止

- 6.1 Upon successful completion of your probationary period, your employment may be terminated with notice by the Company upon giving at least thirty (30) days' notice in writing or by paying you thirty (30) days' base salary in lieu of a written notice in the following circumstances:

您的试用期圆满结束后，出现以下情况的，公司可终止对您的聘用，方式是至少提前三十（30）天向您发出书面通知或支付三十（30）天的基本工资作为代通知金：

- (a) you are sick or sustain a non work related injury which prevents you from being able to perform your duties or appropriate alternative duties assigned by the Company after the statutory medical period expires;

您患病或非因工负伤，在法定的医疗期届满后无法履行原工作或公司另行安排的其他工作；

- (b) you are unable to satisfactorily perform your duties, even after training has been provided or adjustments have been made to your duties; or

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China

您不能胜任工作，经过培训或调整工作岗位后仍不能胜任工作的；或

- (c) there is a major change in the objective circumstances which were relied upon when signing the Contract, rendering the Contract impossible to be performed, and the Company and you are unable to reach agreement on amendments to the Contract.

劳动合同订立时所依据的客观情况发生重大变化，致使劳动合同无法履行，经公司与您协商，未能就变更劳动合同内容达成协议的。

6.2 The Company may terminate your employment without notice in the following circumstances:

有下列情况之一的，公司可终止对您的聘用关系而无须另行通知：

- (a) you have seriously violated the Company's rules and regulations;

您严重违反公司的规章制度；

- (b) you have committed a serious dereliction of your duties or practices graft, causing material damage to the Company;

您严重失职，营私舞弊，给公司造成重大损害；

- (c) you have taken up concurrent employment with another employer, which has led to material impact upon your performance of your duties in the Company, or you refuse to terminate the concurrent employment with another employer upon the Company's request;

您同时与其他用人单位建立劳动关系，对完成公司的工作任务造成严重影响，或您在公司要求后拒绝解除您与另一家用人单位的劳动关系；

- (d) you have been imposed with criminal liabilities in accordance with the law;

您被依法追究刑事责任；

- (e) you have been proved to be incompetent within the probationary period;

在试用期间被证明不符合录用条件的；

- (f) other circumstances prescribed by law.

法律规定的其他情形。

6.3 You may resign from your employment by providing the Company with thirty (30) days' written notice.

您可提前三十（30）日向公司发出书面通知后解除您的劳动关系。

6.4 After your probationary period ends, you may resign from your employment by providing the Company with thirty (30) days' written notice.

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Experia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China



您的试用期满后，您可提前三十（30）日向公司发出书面通知后解除您的劳动关系。

- 6.5 The Company may require you to be placed on garden leave during your notice period, reduce your duties and/or make a payment to you in lieu of your notice period.

公司可要求您在通知期间进行带薪无工作休假（garden leave）、减少您的工作和/或向您支付代通知金。

- 6.6 You agree that upon termination of your employment, howsoever arising, you will promptly deliver to the Company any information or material (including but not limited to any drawings, notebooks, manuals, documents, computerisation of technical data, customer lists, specifications, files, memoranda or other records) of any nature belonging to the Company or any reproductions which may have been provided to or created by you during your employment.

您同意在您的劳动关系终止后（无论因何原因终止）立即向公司提交归公司所有的任何性质的任何信息或资料（包括但不限于任何图纸、笔记本、手册、文件、电子技术资料、客户列表、规格说明、文档、备忘录或其他记录）或您在受聘期间获得或制作的任何复制品。

## **7 Confidentiality**

### **保密**

- 7.1 All information and other material (including but not limited to trade secrets, confidential operations, processes, dealings or any information concerning the organisation, business, finance, transactions or affairs of the Company) concerning the Company, or any affiliate or associated company, are confidential and you agree to observe such confidentiality at all times including after your employment has been terminated. You also agree that you will not use or attempt to use any such information in any manner that may injure or cause loss either directly or indirectly to the Company.

涉及公司或任何关联公司或联营公司的所有信息及其他资料（包括但不限于商业机密、保密经营活动、工艺、交易或与公司的组织机构、业务、财务、交易或事务有关的任何信息）为保密信息，且您同意始终（包括在您的劳动关系终止后）遵守该等保密条款。您还同意不以任何方式，使用或试图使用任何该等信息。

- 7.2 In the case of any uncertainty, you agree that you will treat information and material as confidential until the Company tells you otherwise.

若不确定是否为保密信息，您同意对信息和资料予以保密，直到公司另行告知。

- 7.3 You agree to take all reasonable steps to minimise the risk of disclosure of confidential information by ensuring that only employees whose duties will require them to possess any such information shall have access thereto, and subject them to the same duty of confidentiality.

您同意采取一切合理措施减少保密信息披露的风险，保证仅有职务需求占有任何该等信息的员工接触该等信息，并使其履行相同的保密义务。

- 7.4 You agree that you will not, either during your employment or after your employment ends, divulge whether directly or indirectly to any person, company or third party, any knowledge or information which you may acquire during your employment concerning the affairs or property of the Company or any of the customers or clients of the Company or any business, property or transaction in which the Company or any of its customers clients may be, or have may been, interested.

您同意在受聘期间或期满后不会直接或间接向任何个人、公司或第三方披露您在受聘期间可能获知的与公司或公司的任何顾客或客户的事务或财产或公司或任何其顾客和客户可能或已存在利害关系的任何业务、财产或交易有关的任何知识或信息。

- 7.5 This clause shall survive the termination of your employment.

您的劳动关系终止后，本条款仍然有效。

## **8 Non Competition and Non Solicitation**

### **竞业禁止和诱引禁止**

#### **8.1 Non Competition**

##### **竞业禁止**

During the Restraint Period and in respect of the Restraint Area, you agree that you will not, without the prior written consent of the Company, directly or indirectly:

在受限期限内，未经公司事先书面同意，您同意不会在受限区域内直接或间接地进行以下行为：

- (a) carry on or be engaged, concerned or interested in any capacity (including but not limited to through any interposed body corporate, trust, partnership or entity); or

以任何身份（包括但不限于通过任何居间的法人团体、信托机构、合伙企业或实体）经营、参与下列事项或与之发生利害关系；或

- (b) be employed by or engaged in any capacity substantially the same as the role(s) performed by you for the Company (including as a director),

以任何身份从事或担任与您在公司所履行职务大体相同的任何职务（包括董事）；

in any business or activity which provides or supplies goods and/or services which are the same as or materially similar to the Restricted Goods or Restricted Services, if the business or activity is or seeks (at that time or in the future) to be in competition with the Company and/or any group Company.

提供或供应与限制货物或限制服务相同或基本类似的货物和/或服务的任何业务或活动，且该等业务或活动（在当时或将来）与公司或/或任何集团公司构成竞争。

In consideration of your undertakings detailed in this Article 8.1, the Company shall, after the termination of the Contract, provide you with a monthly compensation equal to 30% of your monthly average salary for the 12-month period immediately preceding the termination of the Contract ("**Non-Compete Compensation**") for each month of the Non-Compete Term.

考虑到本 8.1 条中详细规定的员工保证，公司应在合同终止后为您提供相当于您合同终止前十二个月的月平均工资 30% 的金额，作为竞业禁止期限内每个月的补偿金（“**竞业禁止补偿**”）。

The Company may at any time determine, at its sole discretion, to release you from the restrictions in this Article 8.1 or shorten the Restraint Period, and notify you of such decisions. If you are no longer bound by the restrictions under this Article 8.1, the Company shall not be liable for payment of any Non-compete Compensation.

公司可在任何时候自行决定解除您在本第 8.1 条中规定的限制条件或缩短受限期限，并告知您该等决定。若您不再受本第 8.1 条项下限制条件的约束，则公司不负责支付任何竞业禁止补偿。

## 8.2 Non Solicitation

### 诱引禁止

During the Restraint Period you agree that you will not, without the prior written consent of the Company, directly or indirectly:

在受限期限内，未经公司事先书面同意，您同意不会直接或间接地进行以下行为：

- (a) entice, solicit, or assist another person to entice or solicit, an employee, contractor, officer, agent or supplier of the Company with whom you have had material dealings prior to the termination of your employment, to cease to provide services to the Company; or

怂恿、诱使或帮助他人怂恿或诱使您在您的劳动关系终止前与其有重大交易的公司员工、承包商、主管、代理人或供应商停止向公司提供服务；或

- (b) canvass, solicit, approach or deal with any customer or client of the Company with whom you have had material dealings in the twelve (12) months prior to the termination of your employment.

游说、诱使或接触在您的劳动关系终止前的十二（12）个月内您与其进行重大交易的公司任何顾客或客户。

## 8.3 Definitions

### 定义

For the purposes of this clause:

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China

在本条中:

- (a) **"Restraint Area"** means the PRC and any other country in the world where the Company or any group Company is providing or supplying, or is planning to provide or supply Restricted Goods or Restricted Services and in or for which, during the course of your employment:

“受限区域”是指中国，以及公司或任何集团公司提供或供应或计划提供或供应限制货物或限制业务且您在受聘于公司期间：

- (i) you; or

您；或

- (ii) any employee under your direct supervision,

您直接监管下的任何员工；

performed material duties for the Company or relevant group Company.

为公司或有关集团公司履行重要职能的世界上任何其他国家。

- (b) **"Restricted Goods"** means:

“限制货物”是指：

- (i) any products provided, developed, manufactured, distributed or sold by the Company or any group Company at the date of termination or which the Company or any group Company had planned to start providing, developing, manufacturing, distributing or selling within six (6) months of the date on which you cease to provide services to the Company or any group Company; and

与公司或任何集团公司于终止日期提供、开发、制造、分配或出售的任何产品或公司或任何集团公司计划在您停止向公司或任何集团公司提供服务当日的前六（6）个月内开始提供、开发、制造、分配或出售的任何产品；及

- (ii) with which you were involved or concerned to a material extent or for which you, or any employee who was under your direct or indirect supervision, were responsible during the twelve (12) months immediately preceding the start of the Restraint Period.

与您密切相关或您或您直接或间接监管的任何员工在受限期限开始前的十二（12）个月内负责的货物。

- (c) **"Restraint Period"** means the term of this agreement and two (2) years after your employment ends; and

“受限期限”是指合同期限，以及您的聘用关系终止后的两（2）年；及

(d) "Restricted Services" means:

“限制服务”是指：

- (i) any services that are the same as or materially similar to those provided or supplied by the Company or any group Company at the date of termination or which the Company or any group Company had planned to start providing or supplying within six months of the date on which you cease to provide services to the Company or any group Company; and

与公司或任何集团公司于终止日期提供或供应的服务相同或类似的或公司或任何集团公司计划在您停止向公司或任何集团公司提供服务当日的前六（6）个月内开始提供或供应的任何服务；及

- (ii) with which your duties were materially concerned or for which you, or any employee under your direct or indirect supervision, were responsible during the twelve (12) months immediately preceding the start of the Restraint Period.

与您的职责密切相关或您或您直接或间接监管的任何员工在受限期限开始前的十二（12）个月内负责的服务。

8.4 You acknowledge and agree that:

您承认并同意：

(a) during your employment you will:

您在受聘于公司期间，将：

- (i) acquire significant information about the business of the Company, including the names of employees, contractors, officers, agents, suppliers and customers with whom the Company does business;

获得关于公司业务的重要信息，包括公司与之开展业务的员工、承包商、主管、代理人、供应商和客户的姓名；

- (ii) have the opportunity to forge personal links with employees, contractors, officers, agents, suppliers and customers; and

有机会建立与员工、承包商、主管、代理人、供应商和顾客的私人关系；及

- (iii) have the opportunity to learn and acquire trade secrets, business connections and other confidential information about the Company's business; and

有机会学习并获取商业机密、业务关系以及与公司业务有关的其他保密信息；且

(b) each of the restraints contained in this clause is:

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China

本条款中包含的限制条件：

- (i) reasonable in scope, geography and duration; and  
在范围、地域和时限方面是合理的；且
- (ii) necessary to protect the goodwill and legitimate business interests of the Company.

为维护公司的声誉和合法商业利益所必需的。

- 8.5 Before accepting any offer of employment with a new employer, you agree to provide a copy of these clauses to your new employer.

您同意在接受新的用人单位提供的任何聘任前，向您的新的用人单位提交一份该等条款的副本。

- 8.6 This clause shall survive the termination of your employment.

您的劳动关系终止后，本条款仍然有效。

## **9 Compliance with Rules and Policies**

### **遵守条例和政策**

- 9.1 You agree to comply with and adhere to any rules, regulations or policies that the Company may have in force from time to time, including but not limited to the Company's Workplace Standards. Such rules, regulations or policies are not incorporated into this Contract and may be varied or amended at the Company's discretion.

您同意遵守公司不时有效的任何条例、规范或政策，包括但不限于公司的工作场所标准。该等条例、规范或规则未收入本合同，公司可酌情予以变更或修订。

- 9.2 Subject to applicable laws, the Company may monitor, record, access and use your email, telephone and internet use on equipment made available to you by the Company and may use video recording or closed circuit television systems or similar equipment to monitor and record activity in the workplace.

在遵守当地法律的情况下，公司可监控、记录、接入并使用公司向您提供的设备上您的邮件、电话及互联网使用，并可使用视频记录或闭路电视系统或类似的设备对工作场所内的行为进行监控和记录。

## **10 Intellectual Property**

### **知识产权**

- 10.1 Any invention, improvement or idea that you develop in connection with your employment, during or outside working hours which relates to the Company's products, services or methods of making or using such products or services or general methods of operation, whether existing or in development, will be the sole property of the Company.

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China

您在工作时间内外就您的聘用进行的与公司的产品、服务或制造或使用该产品或服务的方法或一般经营方法有关的任何发明、改进或想法，无论是现有的或在开发中的，均属于公司的独家财产。

## **11 Communications and Data Protection**

### **通信与数据保护**

- 11.1 You expressly consent to the processing (including collection, use, and local and international disclosure to databases of the Company or to the third party contractors storing such data on the Company's behalf) of your personal data. You may request and obtain access to your own personal data (where collected), and correct or delete such data (where appropriate) subject to applicable laws.

您明确同意公司对您个人资料加以处理（包括收集、使用和向公司的本地和全球数据库或代表公司存储数据的第三方承包商披露）。您可要求使用并使用您的个人资料（若公司已收集），并在遵守适用法律的情况下更正或删除该等资料（在适用情况下）。

## **12 Labour Protection and Working Conditions**

### **劳动保护和工作条件**

- 12.1 The Company shall provide you with a safe and hygienic working environment in accordance with PRC law to ensure your safety at work with no occupational danger.

公司应按照中国法律为您提供安全卫生的工作环境，以确保您工作时的安全，且不存在职业危害。

- 12.2 The Company may provide you with necessary working conditions and labor protection.

公司应为您提供必要的工作条件和劳动保护。

## **13 Severability**

### **可分割性**

- 13.1 If anything in this Contract is unenforceable, illegal or void, then it is severed and the rest of this agreement remains in force.

若本合同的任何条款不可强制执行、非法或无效，则其可分割，且本协议的其余条款继续有效。

## **14 Entire Agreement**

### **完整协议**

- 14.1 This Contract:

本合同：

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China

- (a) is the entire agreement and understanding between the parties on everything connected with your employment; and

构成双方关于您的劳动事宜的完整约定和谅解；及

- (b) supersedes any prior agreement or understanding on anything connected with your employment.

取代双方关于您的劳动事宜的任何先前约定或谅解。

## **15 No Breach and Right to Work**

### **不违约和工作权**

#### **15.1 By signing this Contract, you confirm that:**

签订本合同表示您确认：

- (a) you are not bound by any prior contract, undertaking, commitment, or other obligation which prevents you from commencing or continuing employment with the Company and being able to fully and completely perform your duties; and

您不受任何先前合同、保证、承诺或其他义务的约束，以致您无法开始或继续受聘于公司和完全履行职责；及

- (b) you have the right to lawfully live and work in the PRC and you agree to maintain such status throughout the duration of your employment.

您享有依法在中国居住和工作的权利，且您同意在您受聘期间保持该等状况。

## **16 Language**

### **语言**

#### **16.1 This Contract is made in both Chinese and English. Both language versions shall be equally authentic.**

本合同用中文和英文写就。两种文本具有同等效力。

## **17 Governing Law and Jurisdiction**

### **适用法律和管辖权**

#### **17.1 This Contract will be governed and construed in accordance with the laws of the People's Republic of China.**

本合同适用中国法律，并依据中国法律加以解释。

#### **17.2 All disagreements and disputes arising in connection with the Contract shall be solved between the Company and you by mutual agreement.**

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China



本合同中产生的所有异议和争议应由公司和您通过协商解决。

- 17.3 If a solution cannot be found by mutual agreement, and unless statutory laws and regulations do not provide otherwise, the dispute has to be taken in writing before the local competent Labour Arbitration Commission within 1 year from the date on which a party knows or should have known that its rights have been violated.

如果异议或争议无法通过协商解决，除非法律和法规另行规定，争议必须在一方知悉或应当已知悉其权利被侵犯之日起的 1 年内，以书面形式提交到本地有管辖权的劳动仲裁委员会。

- 17.4 As far as permitted by statutory laws and regulations, either party not agreeing with the decision of the Arbitration Commission can file a complaint with the competent People's Court within 15 days from the service of the arbitration award.

在法律和法规允许的范围内，不同意仲裁委员会决定的一方可在自仲裁裁决送达起的 15 日内向有管辖权的人民法院呈交诉状。

Please sign and return one copy of this Contract and return it to Yuk-Ching Cheng at [ycheng@expedia.com](mailto:ycheng@expedia.com) by no later than July 27, 2015.

请在本合同上签字，最迟在 July 27, 2015 寄还至 Yuk-Ching Cheng at [ycheng@expedia.com](mailto:ycheng@expedia.com)。

We look forward to welcoming you to our team!

我们期待您加入我们的团队！

Yours sincerely,

此致

DocuSigned by:



CDEFEBE735AF470...

(Company Chop) / (公司盖章)

Zeph Koay

Senior Manager, Talent Acquisition

Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch

亿客行咨询服务（北京）有限公司深圳分公司

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China

I, CHEN Chao accept employment with Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch on the terms stated in the Contract.

本人，陈超根据本合同条款接受亿客行咨询服务（北京）有限公司深圳分公司的聘任。

I have carefully read the Contract and have been given enough time and opportunity to understand the terms and conditions of the Contract. I now fully understand the terms and conditions of the Contract and consider them to be fair and reasonable. I am willing to comply with the terms and conditions of the Contract. I execute the Contract herein to confirm my above statement.

本人已仔细阅读本合同，并具有足够的时间和机会理解本合同和条件。本人已完全理解本合同和条件，并认为其公平合理。本人愿意遵守本合同和条件。本人签订本函所附合同，以确认本人上述声明。

Sign / 签字: Chen Chao

Name / 姓名: Chen Chao

Date / 日期: 07-22-2015

亿客行咨询服务（北京）有限公司深圳分公司  
中国深圳南山区东滨路濠盛商务中心 703、704、706、707、708、709、710 室  
Expedia Consulting Service (Beijing) Co., Ltd. Shenzhen Branch  
Room 703, 704, 706, 707, 708, 709, 710, Hisee International Commercial Building, Dongbin Road,  
Nanshan District, Shenzhen, China