



NON-SOLICITATION UNDERTAKING
不劝诱承诺

To: Citigroup Services and Technology (China) Limited [/] branch (the "Company")

致: 花旗金融信息服务(中国)有限公司 [/] 分公司("公司")

I hereby acknowledge and undertake:
本人在此确认并承诺:

A I shall not during the term of my employment or for a period of six (6) months after the expiry or termination (for whatever cause) of my employment (the "Relevant Time"), without the prior written consent of the Company.

A 本人在公司任职期间以及在本人的任职期满或不论因何种原因离职后的六个月内("相关期间"),在未取得公司事先书面同意的情况下,本人不得从事以下行为:

(i) (whether with or without, on behalf or otherwise in assistance of, others) solicit in China or in any of the countries for which I have geographical coverage responsibility during my employment with the Company, the custom of any person who is or has been during the Relevant Time a customer of The Citigroup (which term shall include a customer maintaining a relationship with any branch, subsidiary, holding company or affiliate of the Company or any of them) for the purpose of offering to that person goods or services similar to or competing with those of the business conducted by The Citigroup during the Relevant Time;

(i) 在中国或在本人任职期间的职责范围内的任何国家/地区,以向客户提供与花旗集团在相关期间内提供的产品或服务相类似的或有竞争的产品或服务为目的而对在相关期间内已经是花旗集团的客户进行劝诱,无论是直接的还是间接的、代表还是协助其他机构进行的,或以任何其他方式进行的。本款所述的客户是指与花旗集团任何分行、下属机构、控股公司或关联公司或者它们中的任何一方有业务关系的客户。 ,

(ii) (whether with or without, on behalf or otherwise in assistance of, others) employ, engage, solicit or entice away, or endeavour to solicit or entice away, any director or employee of the Company, or otherwise do any act as may result in such director or employee terminating their employment with the Company; or

(ii) 雇用或聘用公司的董事或员工、促使、劝诱、怂恿、企图劝诱或怂恿任何公司的董事或员工离职;或作出任何将导致公司的董事或员工离职的行

Signature 签名:

汪慧



为，无论是直接的还是间接的、代表还是协助其他机构进行的，或以任何其他方式进行的；或

(iii) cause or permit any person directly or indirectly under my control to do any of the acts or things specified above

(iii) 促使或者允许本人直接或间接管理的任何人士从事上述的行为。

B Clause A above shall not preclude or restrict myself or any person directly or indirectly under my control from offering any service or goods similar to those previously supplied as part of the business of the Company at a time when and for as long as they are no longer supplied by the Company.

B 条款 A 并不妨碍或限制本人或本人直接或间接管理的任何人士向他人提供公司已经不再提供的类似产品或服务。

C If I wish to obtain our written consent, I should apply in writing to the Head of the Human Resources Department stating the reasons for requesting our consent and my opinion as to why the grant of such consent will not prejudice us.

C 如本人希望得到公司的书面同意,本人应向人力资源总监提出书面申请,说明申请理由,以及本人认为该同意不会对公司造成任何损害的意见。

D I agree that the breach of this undertaking will cause us irreparable harm and consequently I irrevocably agree that this undertaking may be enforced by equitable relief, including ex parte injunction.

D 本人承认并认可，如果本人违反上述约定，将会给公司造成不可挽回的损失，同时本人不可撤销地同意，公司通过诉诸法律包括申请单方面禁止令的方式执行本承诺函。

This undertaking shall not apply to me if my employment is terminated due directly to the reorganization of the Company.

如本人与公司的劳动合同系直接由于公司进行组织结构调整的原因而解除的，则本承诺函对本人不适用。

签名 Signature

汪慧

(姓名印刷体 Name)

日期 Date: 2022/4/25 (年/月/日 Year/Month/Day)