

**Private and Confidential**  
**内部保密**

**Date日期:** 2018年6月26日

**Mr. Tang Xinyu** 唐昕宇先生

**ID Number身份证号码:** 421083199308050030

**Re: Offer Letter**  
**录用要约函**

Dear Mr. Tang Xinyu,  
尊敬的唐昕宇先生:

We are pleased to offer you the position as Technical Specialist with the Corporate Title of Manager at Grade/Level S/C11 in ICG Tech department within Citigroup Services and Technology (China) Limited (referred to as "Company"). If your position is of rotation nature pursuant to the regulatory requirements, the Company will arrange such rotation in accordance with the related rules. The relevant terms are as follows:

我们很高兴地通知您，花旗金融信息服务（中国）有限公司（以下简称“公司”）将聘用您担任ICG Tech 部门技术专员一职，职衔为经理，职级为 S/C11。根据监管要求，若您的岗位属于需轮岗的，则公司将根据相关规定安排轮岗。以下是相关条款与条件：

**Remuneration**  
**薪酬**

- Basic Salary:  
Your basic salary will be RMB29,000.00 Yuan per month gross payable in accordance with our ordinary payroll schedule.  
基本工资:  
我们将按照公司的通常付薪安排向您支付税前月基本工资人民币贰万玖仟元整。
- Allowances  
The allowances required by the local government are incorporated into the Basic Salary per month.  
津贴  
当地政府所规定的津贴和补贴将包括在每月基本工资之内。

**Tax Payment**  
**税款支付**

To the extent it is required by the PRC law, we will make monthly withholding of individual income tax for you according to the PRC tax laws. You shall be unconditionally and fully liable for any additional individual income tax as required by the tax bureau in excess of the tax withheld by us.

若中国法律有相应要求，公司将根据中国相关税法的规定，每月代扣代缴您应当缴纳的个人所得税款。您有义务无条件地全面地缴纳税务机关要求的任何超过公司代扣的其他个人所得税。

Besides, you will be responsible for any overseas tax payment and tax filings (if applicable).  
除此以外，您有义务自行负责国外各项税收（如适用）的缴纳及报税事宜。

## **Working Hours**

### **工作时间**

If you are subject to the Standard Working Hour System, the primary business hours are 9:00 a.m. to 6:00 p.m. from Monday to Friday with a one-hour lunch break not included in the working hours. Based upon its business needs, the Company may adjust the working hours or implement other working hour system in accordance with relevant legal requirement.

若执行标准工时制的，公司实行每周5天工作制；每个工作日的基本工作时间为8小时，一般从上午9:00到下午6:00，其中午休时间一小时不计入工作时间。公司可能根据工作需要按照有关法律规定调整工作时间或实行其它工时制。

If the position you undertake obtains the relevant regulatory approval to implement Cumulatively Calculated Working Hours or Flexible Working Scheme, your working hours will be adjusted automatically.

如果您所在岗位依法获得政府有关部门的批准，实行综合计算工时工作制或不定时工作制，则您的工作时间自动按照该等批准执行。

## **Annual Vacation**

### **年假**

You will be entitled to 15 working days' vacation per annum. However, for the current year, your vacation entitlement will be on a pro-rata basis and only available after you pass the probation or three months of employment (whichever is earlier).

您每年可以享受十五个工作日的年假。但本年度，您只能在入职三个月或通过试用期（两者以较早日期为准）后根据您本年度服务期限按比例享受年假。

## **China Banking Regulatory Commission (CBRC) Approval**

### **经中国银行业监督管理委员会批准**

One of the recruitment conditions is that the Company has received CBRC's approval (if required) for your employment.

公司取得中国银行业监督管理委员会就您供职于本行的批准（如需批准）将成为您的录用条件之一。

## **Credit Check**

### **信用审查**

As one of the recruitment conditions, the Company requires you to provide your individual credit report or other credit certificate and will further verify and check your credit status, if necessary. The Company has the right not to recruit you or terminate the Employment Contract if you fail to provide individual credit report or the other credit certificate or your credit conditions do not satisfy the requirements of the Company.

作为录用条件之一，公司要求您提供本人的个人信用状况报告或其他信用证明，并视需要对您的个人信用状况作必要查证和了解。若您未按要求提供个人信用报告和证明或您的个人信用状况不符合公司要求，公司有权不予录用或解除劳动合同。

## **References**

### **证明材料**

Employment is contingent upon the receipt of satisfactory and genuine references, where employment references are available. Employment will be terminated or cease to be in effect if an unsatisfactory or false reference is received.

如需您提供相关可获取的证明材料，公司将在收到真实、合格的证明材料之后决定录用或继续聘雇。如公司收到的证明材料不合格或有虚假，劳动关系将因此终止或解除。

Please kindly note that your personal integrity, disciplined and financial soundness is critical to the company. Upon signing off this offer letter, you acknowledge, declare and promise that you don't have any negative record in the above-mentioned aspects. You should complete the Application Form, agree to allow and cooperate with the Company to conduct reference check or re-check (if applicable) during the employment period on you (including but not limited to criminal records, civil records, crime suspects, conflict of interests, outside occupation and other possible reputational risk or economic impact to Citi) with the appropriate manner and periodicity (for re-check) designated by the Company.

请注意您的个人诚信、守法守纪和财务稳健状况对公司至关重要，通过签署本录用要约函，您在此确认、陈述并保证您在上述方面不存在任何不良记录。您还应该填写完成相关的应聘申请表，同意允许并配合公司通过公司认为合适的方式和间隔期（就复查而言）对您的各种情况（包括但不限于犯罪记录、民事诉讼记录、犯罪行为嫌疑、利益冲突、在外任职以及其他可能使花旗面临声誉风险或经济损失的情况）进行核查及在本人任职期间进行复查（如适用）。

The compulsory requirements in the establishment of labor relationship include (but not limited to) (which shall be recruitment conditions at the same time):

(1) Report on duty on the start day, provide relevant documents and information which is required in this offer letter or other form of notice and sign off the labor contract with the Company;

(2) No negative finding on the information and documents you provided to the Company and all your statements and promises is genuine, complete and satisfactory;

(3) Your reference check result is satisfactory and no dismissal or other disciplinary record is found;

(4) Your name is not listed in the negative list of the banking associations or negative list of relevant regulators;

(5) No criminal record;

(6) No negative finding on the above-mentioned staff reference check;

(7) Your health check result issued by the hospital designated by the Company has met the requirements of your position; and (8) You shall complete all training sessions that are assigned to you in the system within the time period stipulated thereof (30-90 days) commencing from your start date in the Company; and

(9) Other conditions specified by the Company or agreed otherwise between the parties.

公司与您建立劳动关系的条件包括（但不限于），该等条件也将作为录用条件：

(1) 您于开始日报到并提供了本函及公司要求的相关文件和信息，且与公司签订了相应的书面劳动合同；

(2) 您提供的信息、文件（包括但不限于应聘申请表中的信息）及您作出的各项陈述和保证均真实、全面且令公司满意；

(3) 您之前的工作经验的核查结果令公司满意且没有任何解雇或其他纪律处分记录；

(4) 您没有名列银行业或其他金融业监管机关或金融业同业工会的从业人员不良信息库；

(5) 您无犯罪记录；

(6) 在本函上述的员工情况核查中没有发现不良记录；

(7) 经公司指定医院体检身体健康状况符合岗位要求；

(8) 您自向公司报到之日起，必须在系统规定的时限内（30-90天）完成全部系统分配给您的培训内容；及

(9) 公司规定或双方另行约定的其它情形。

In the situation that the above requirements are not met and 1) your have not signed off the labor contract, no matter if you have signed off this offer letter, this Offer Letter will be invalidated immediately; 2) your have signed off the labor contract, the Company has the right to cease the employment according to relevant laws and regulations and the Company internal rules. In any case, the Company signed a labor contract with you does not mean that the Company confirmed that you fully meet the above conditions or for making exemption.

若任何上述条件未能满足，在您尚未签署书面合同的情况下，无论您是否已签署本录用要约函，本录用要约函立即失效；在您已签署书面劳动合同的情况下，公司有权根据适用的法律法规以及公司的内部规章制度单方面解除该劳动合同。在任何情况下，公司与您签署劳动合同并不代表公司确认您完全满足以上条件或对此作出豁免。

### **Completion of Employment Formalities**

#### **录用手续办理完成**

Employment formalities are compulsory requirements in the establishment of labor relationship. You will enter into a labor contract with the Company with a fixed term of 36 months.

办理录用手续是双方建立劳动关系的必要条件。您将与公司签订一份为期三十六个月的有固定期限的劳动合同。

Employment is proposed to commence from the date you start to work with the Company. For the initial 6 Months of your employment, you will be on a probationary basis. Prior to or upon completion of this probationary period, the Company will determine whether you have successfully passed the probationary period according to your qualifications and performance.

劳动关系将自您正式到职开始工作之日起建立。其中，前六个月为试用期。试用期结束前或届满时，公司将根据录用条件及您的表现决定您是否通过试用期。

Upon violation of labor regulations/rules/policies made by the Company, or actions which result in penalties or losses to the Company due to breach of duty or engagement in malpractice for selfish ends, or other non-compliance with local employment formalities or failure to complete employment formalities for work in the Company or there is any misrepresentation or failure by you to make any applicable disclosure fully and accurately, whenever it is verified, your employment may be terminated or the offer of employment may be withdrawn by the Company without notice in accordance with applicable laws and regulations, and you agree to indemnify the Company for any related damages and penalty arising from any of the foregoing.

如您违反公司的劳动纪律、规章制度或失职，营私舞弊，造成公司被处罚或损害或者有其他不符合当地政府规定录用条件或未完成必须的录用手续的，或有任何虚假陈述或隐瞒，没有完整并准确的披露适用信息而无论何时被证实，公司将依法随时解除或终止与您的劳动关系或撤销此录用要约函，您同意赔偿公司因上述造成的任何损害赔偿和罚款。

On and from the first day of your joining the Company, you are required to check out and read all internal rules and policies of the Company at the expected time, which are available on our Intranet, and strictly observe all such rules and policies.

从您正式加入公司的第一天起，您就必须及时从内部互联网上查询、阅读公司现行的所有内部规章制度，并加以严格遵守。

### **Confidentiality and Non-solicitation**

#### **保密及禁止招揽**

You acknowledge and recognize the importance of trade secrets (which includes, without limitation, work product, client information etc) to the Company and accordingly agree to comply with the following terms:

您确认并认可公司商业秘密（包括但不限于产品信息，客户信息等）对公司至关重要，并特此同意遵守下列条款：

- (1) Any business information and technical information not open to the public, which you may acquire during your employment with the Company and can bring to the Company economic interests or competitive advantages, as well as any insider information of the Company that you may acquire through this Offer Letter or any other access during your recruitment process (including but not limited to those information regarding the remuneration, bonus or company policies), shall fall into trade secrets of the Company. You warrant that you will strictly keep trade secrets of the Company in confidence. Without the written consent of the Company or not for the performance of the responsibilities and obligations related to your employment with the Company, you shall not disclose any trade secrets of the Company to any third party (including the Company's other employees who are not entitled to obtaining such secrets) until the Company announces the release of such secrets from confidentiality or such secrets shall have been in public domain not due to your fault.

您在任职期间可获得的任何可以给公司带来经济利益或竞争优势且不为公众所知的经营信息与技术信息，以及在公司聘用您的过程中您通过本录用要约函或其他途径可能获得的有关公司薪酬福利、规章制度等任何公司内部信息（包括但不限于公司的薪酬福利、规章制度等信息），均属于公司的商业秘密范畴。您承诺将严格保守公司的商业秘密，未经公司书面同意或非为履行您作为公司员工的职责和义务，您不得向任何第三方（包括不得知悉该项秘密的公司的其他员工）泄漏公司的任何商业秘密，直至公司宣布该项秘密解密或该项秘密非因你的过错为公众所知。

- (2) During your employment with the Company, you shall not, for whatsoever reasons, undertake any commercial activity which competes with any business carried on by the Company, including but not limited to taking position in any unit which is competitive with the Company; operating or producing by yourself or for others the business or products in competition with that of the Company; in any way, directly or indirectly, inducing or attempting to induce or otherwise counseling, advising, encouraging or soliciting any person to leave the employment of the Company or Citigroup; employing or causing others to employ staff members of the Company or Citigroup.

无论出于何种原因，在您任职期间，您同意不会从事与公司有竞争关系的任何业务，包括但不限于不到与公司有竞争关系的单位就职；不得自营或为他人经营与公司有竞争的业务或产品；不得通过任何直接或间接的方式诱导或企图诱导、游说、鼓动或干扰公司及花旗集团的员工离职；不得聘用或促使他人聘用公司及花旗集团的员工。

Please do not hesitate to contact the undersigned if you have any queries regarding our offer of employment. We look forward to the opportunity to working with you in the near future, and believe that you will find joining the Company a sound and worthy decision. Please signify your acceptance of this offer by signing and returning this letter to the undersigned within seven (7) days upon receipt of this letter. If you do not fulfill this requirement, this Offer Letter will no longer be valid. If you accept this offer, please come to HR Office of the Company on 2018/07/30 to sign the labor contract and fulfill the employment formalities. If you fail to sign the labor contract and complete the employment formalities on the aforementioned date, and fail to arrange with the Company another starting date, this Offer Letter will be invalidated as of the day immediately following 2018/07/30.

如您对我们的录用要约函有任何疑问，请同下面签署的授权签字人联系。我们十分期待不久的将来同您一起共事，并相信您一定会认为加入花旗是明智之举。如您同意录用，请在收到本函七天内在下方签名并寄至公司的授权签字人。未能按此要求签回的录用要约函将作无效处理。若您签字同意录用，请于2018年7月30日至公司人力资源部门签署劳动合同并办理录用手续，若您未能于上述日期莅临公司

签署劳动合同并完成录用手续，且未能与公司商议确定其他的到职日期，则本录用要约函自2018年7月30日的翌日自动失效。

Your signature will acknowledge that you have read, understood, agreed the terms and conditions of this Offer Letter and any warranty, commitment and authorization which you made for job application, including but not limited to all content specified in the application for employment .

您在本录用要约函的签名将表示您已经阅读、理解、同意并愿意受本函条款和条件，以及您申请相关职位时所做的任何保证、承诺和授权，包括但不限于职位申请表所载内容。

Any exhibit, appendix or attachment of the offer letter shall constitute a part of the Offer Letter and shall be equally valid.

本录用要约函的所有附件及附录作为本录用要约函不可分割的一部分，与正文具有同等效力。

Upon your signature, the Offer Letter shall become valid and be supplemental to the labor contract, which the Company and you will enter into at a later stage. The labor contract shall prevail over this Offer Letter in case of any conflicts.

本录用要约函将于您签名时生效并作为公司将与您签定的劳动合同的补充，如与劳动合同的规定有任何不一致之处，应以劳动合同为准。

This Offer Letter is governed by the PRC law. Any dispute arising out of this Offer Letter shall be submitted to the competent court or arbitration tribunal in accordance with applicable laws and regulations.

本录用要约函受中国法律管辖。任何因本录用要约函引起的争议应根据适用法律法规的规定提交有管辖权的人民法院或仲裁机构解决。

Welcome to Citigroup Services and Technology (China) Limited!  
欢迎加入花旗金融信息服务（中国）有限公司！

Yours sincerely,  
此致

敬礼

Citigroup Services and Technology (China) Limited  
花旗金融信息服务（中国）有限公司

I accept the offer of employment outlined above.

我接受以上录用要约函所有条款！

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Name 姓名: Mr. Tang Xinyu 唐昕宇先生

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Date 日期:

## Exhibit I

### 附件一

#### 1. Compensation 薪酬

##### **Annual Discretionary Incentive and Retention Award**

##### **年度员工激励和留任奖励**

You may be eligible to receive a discretionary incentive and retention award ("Award"). The eligibility of any Award, the amount of any Award, the form of any Award and any vesting or other conditions attaching to any Award will be entirely at the Company's discretion. Any such Award, which may include all or part of the award being delivered in the form of shares under Capital Accumulation Program ("CAP"), is subject at all times to the terms and conditions of CAP, including but not limited to vesting conditions and cancellation provisions. Any Award, if granted, will be delivered on a date appointed by the Company ("the Payment Date"). No Award will be granted if:

- 1) you are not in employment with the Company at the Payment Date; or
- 2) you have given notice of termination of employment with the Company for any reason on or before the Payment Date (even if such resignation or termination has not come into effect as of the Payment Date); or
- 3) you have received notice of termination of employment from the Company for any reason on or before the Payment Date, even if such termination has not come into effect as of the Payment Date.

您将有可能获得员工激励和留任奖励(“奖励”)。任何该等奖励的发放与否、金额、发放形式、以及权利授予和奖励所附的其它条件将完全由公司自主决定。任何该等奖励, 包括依据资本累积方案相关条款而以股票形式(部分或全部)发放的奖励, 在任何时候均须遵守资本累积方案的条款和条件, 包括但不限于有关权利授予和取消的规定。任何上述奖励将在公司指定的日期发放(“奖励日”)。如您有以下情况, 则无法获得该等奖励:

1. 在奖励日您已不在公司工作; 或
2. 在奖励日或奖励日之前, 您无论因任何原因已向公司发出解除劳动关系的通知, 即便该等辞职或劳动关系的解除在奖励日尚未生效; 或
3. 在奖励日或奖励日之前, 公司无论因任何原因已向您发出解除劳动关系的通知, 即便该等劳动关系的解除在奖励日尚未生效。

##### **Capital Accumulation Program(s) ("CAP") and Deferred Cash Award Program (s)(“DCAP”)**

##### **资本累积方案和递延现金奖励计划**

CAP and DCAP are incentive and retention award programs designed to increase employee share ownership, motivation and retention. CAP and DCAP award(s) may be made to eligible employees at the discretion of the Company. Generally, CAP award(s) of restricted or deferred shares of Citi stock, and/or DCAP in the form of deferred cash, will be made to certain eligible employees who are selected to receive incentive and retention award for each performance year. An employee participating in CAP and / or DCAP will receive CAP and / or DCAP award(s) in addition to cash incentive award. The bonuses are payable subject to applicable tax, withholdings and deductions.



资本累积方案（CAP）和递延现金奖励计划是旨在增强员工对公司的责任感、提升工作动力和鼓励长期服务的激励性留任奖励方案。公司可自主决定将CAP和（或）DCAP奖授予符合条件的员工。公司通常会在每个业绩年度选择一定符合条件的员工以限制性或延迟派发股票的形式，和（或）递延现金的形式授予CAP和（或）DCAP奖励。被授予CAP和（或）DCAP奖的员工仍有机会获得其他现金形式的奖励。CAP和（或）DCAP的支付必须遵照适用的税收和其他各种税费扣除规定。

## **Legal and Regulatory Compliance**

### **法律和监管规定的遵守**

Notwithstanding anything in this Letter to the contrary, any payment or award made to you pursuant to this Letter will be subject to any limitations, adjustments or clawback provisions applicable to you to the extent required under (a) any applicable law, regulation, rule, regulatory guidance or legal authority or (b) any policy implemented at any time by Citi in its discretion to (i) comply with any legal, regulatory or governmental requirements, directions, supervisory comments, guidance or promulgations specifically including but not limited to guidance on remuneration practices or sound incentive compensation practices promulgated by any U.S. or non-U.S. governmental agency or authority, (ii) comply with the listing requirements of any stock exchange on which Citi's common stock is traded or (iii) comply with or enable Citi to qualify for any government loan, subsidy, investment or other program.

即使本函存在相反的规定，任何依据本函向您支付的款项或奖金亦必须遵从适用于您的限制、调整或追回条款，该等限制、调整或追回条款的依据为：a) 所有适用于您的法律、法规、监管指引以及法定权限；或者b) 花旗随时决定实施的政策，包括（i）为遵守法律法规或者政府要求、指示、监管意见、指引或颁布的条文，特别是（但不限于）美国或非美国政府机构颁布的关于薪酬或稳健的奖金措施的指导意见而实施的政策；（ii）为遵守所有花旗普通股交易股市的上市要求而实施的政策；或（iii）为遵守或确保花旗符合政府贷款、补助津贴、投资或其他项目而实施的政策。

Notwithstanding anything in this Letter to the contrary, Citi retains the right to make modifications to this offer or any compensation plan, program or arrangement described or referenced herein, or otherwise sponsored or maintained by Citi, that it deems necessary, in its sole discretion, to allow it to comply with or satisfy any legal, regulatory, or governmental requirements or directives or to qualify for any government loan, subsidy, investment or other program.

即使本函存在相反的规定，花旗亦保留在其认为需要时决定更改本录用通知所规定或提及的、或其他花旗发起或保留的薪资计划、项目或安排的权利，以使此类薪资计划、项目或安排符合所有法律规定、监管规定、政府要求或指引，或使其符合政府贷款、补助津贴、投资或其他项目的要求。

## **2. Benefits 福利**

### **Social Benefits**

#### **社会福利**

You will enjoy local social security benefits and housing fund (collectively “Social Insurance”) as outlined in the Citigroup Services and Technology (China) Limited Local Employee Handbook if you meet the conditions as required by the governmental authorities. These benefits are subject to changes by PRC government from time to time. You need to cooperate with the Company and submit all requisite documents (including but not limited to your PRC ID card) for handling such Social Benefits formalities. The Company will not be responsible for any consequence or risk resulting from your failure to cooperate or timely provide any requisite documents in the process of Social Insurance formalities handling and you shall indemnify the Company for any and all losses, penalties, damages and costs incurred by the Company due to your failure.

如果您符合相关政府部门所规定的条件，您将有资格享受花旗金融信息服务（中国）有限公司员工手册中所述的本地社会保险福利和住房公积金（统称“社会保险”）。这些福利将会根据中国政府相关政策的变化而变化。您应配合公司提供所需申请材料（如，中华人民共和国居民身份证等）以办理社会保险的相关手续。公司不对由于您的不配合或未能及时提供所需材料而可能导致的任何后果承担责任。由于您个人原因而导致公司遭受任何损失、罚款、损害及其他费用，您应当向公司赔偿。

#### **01) Meal and Transportation Allowances**

Meal and Transportation Allowances: RMB 600 Per Month

午餐与交通津贴：人民币600元/月

### **3. Others 其它**

#### **Garden Leave**

##### **脱密期**

若你提出解除劳动合同时为公司的高级管理人员（即总监或董事总经理及以上级别的职位），为了协助公司进行工作交接，你同意你的正式离职期应为你提出通知后的第五十天（若届时的级别系总监）或第七十五天（若届时的级别系董事总经理或以上的级别）届满之日，或双方届时协商确定的其他日期。因此，除非双方届时另有约定，你实际上应相应地提前五十天或七十五天以书面形式通知公司解除合同。在此期间，公司可以采取合理措施确保工作的顺利交接，并仍将支付你的基本工资及其依法享受的其他法定福利。

If you are the senior manager (Director or Managing Director and above) at the time that you request to resolve the Labor Contract and for the purpose of facilitating the smooth handover, the official termination date of the Labor Contract shall be the 50th day (where the level is Director then.) or 75th day (where the level is Managing Director then.) following the date you submit a termination notice or such other date as mutually agreed between the Parties then. Thus, unless otherwise agreed by both parties then, you shall submit a 50 days or 75 days, as the case may be, prior termination notice to the Company. During such period, the Company may take reasonable actions to ensure smooth handover, and shall still pay you the basic salary and other statutory benefits that you are entitled to in accordance with the law.

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Citigroup Services and Technology (China) Limited

花旗金融信息服务（中国）有限公司

I accept all the terms and conditions of the above Offer Letter including Exhibit I thereto.

我接受以上录用要约函及其附件一的所有条款与条件。

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Name 姓名: Mr. Tang Xinyu 唐昕宇先生

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Date 日期: