

Source text – English

COVENANT NOT TO SUE

In consideration of the foregoing Confidential Release of All Claims entered into between Jane Doe and Company X, as defined in the Confidential Release of All Claims, the husband of Jane Doe, John Doe, warrants and covenants for now and in perpetuity not to sue Company X, its predecessors, successors, partners, joint ventures, affiliates, parent companies, related corporations or companies, subsidiaries, divisions, assigns, Board members, officers, employees, agents, servants, specifically including, without limitation, George Washington and Benjamin Franklin, attorneys, suppliers and vendors, specifically including Staffing Agency X and Abraham Lincoln (“Company X”), for any and all debts, claims, actions, conduct or omissions regarding him and his application for employment at Company X, or any other matters and including, but not limited to, claims concerning his wife which were made or might have been made, or by reason of any matter, cause or thing whatsoever arising under any state or federal law or regulation relating to his wife’s former employment relationship with Company X, the circumstances of her resignation, or any alleged relationship between Jane Doe and Samuel Adams or any debt of Samuel Adams to Jane Doe or to John Doe as of the date of this Covenant Not To Sue; and,

HEREBY agrees that he will not disclose any matters pertaining to this Covenant Not To Sue, the claims of Jane Doe, or the matters contained in the Confidential Release of All Claims for Jane Doe, and should it be proven that he has done so, Company X, as defined above, shall be entitled to recover from him actual damages, if any, plus any attorneys’ fees and costs associated with collection of these damages.

Translation – Chinese

不起诉承诺书

作为 Jane Dow 与 X 公司（见以上保密弃权书中的定义）签订的保密弃权书的对价，Jane Dow 的丈夫，John Dow，在此保证和承诺，现在不会，以后亦将永远不会针对 X 公司及其前身、继承人、合作伙伴、合营企业、关联方、母公司、相关企业或公司、子公司、分支机构、受让人、董事会成员、高级职员、代理人、雇员（特别包括但不限于 George Washington 和 Benjamin Franklin）、律师、供应商和卖家（特别包括但不限于 X 人才代理服务公司和 Abraham Lincoln）（统称“X 公司”），就与其本人及其向 X 公司提交的求职申请有关的一切债务、权利主张、诉讼、作为或不作为或任何其他事项（包括但不限于已提起或可能已提起的与其妻有关的权利主张），或依据州或联邦法律法规以与其妻和 X 公司先前雇佣关系、其妻辞职情形、Jane Dow 与 Samuel Adams 之间据称存在的关系或截至本承诺书签署之日 Samuel Adams 欠 Jane Doe 或 John Doe 债务有关的任何事项、事因或事物为由提起诉讼；并

在此同意，不会将与本承诺书、Jane Doe 的权利主张或保密弃权书中涉及 Jane Doe 的条款有关的任何事宜披露给他人，如果证明 John Dow 将以上内容披露给了他人，X 公司（见以上定义）将有权就其实际遭受的损害（如有）及在追讨损害赔偿金时发生的律师费和其它开支要求 John Dow 予以赔偿。