

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3067150

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	EMPLOYMENT CONTRACT OF SHIMAN XU AND JIASHENG LAI WITH COOLER MASTER (HUI ZHOU) CO., LTD.						
CONVEYING PARTY DATA							
	<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Shiman Xu</td> <td>04/30/2014</td> </tr> <tr> <td>Jiasheng Lai</td> <td>06/16/2014</td> </tr> </tbody> </table>	Name	Execution Date	Shiman Xu	04/30/2014	Jiasheng Lai	06/16/2014
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Shiman Xu	04/30/2014						
Jiasheng Lai	06/16/2014						
RECEIVING PARTY DATA							
Name:	COOLER MASTER (HUI ZHOU) CO., LTD.						
Street Address:	HUITAI INDUSTRIAL PARK						
City:	HUIZHOU, GUANGDONG PROVINCE						
State/Country:	CHINA						
PROPERTY NUMBERS Total: 1							
	<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>14474185</td> </tr> </tbody> </table>	Property Type	Number	Application Number:	14474185		
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CORRESPONDENCE DATA							
Fax Number:	(703)997-4517						
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>							
Phone:	3027291562						
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ATTORNEY DOCKET NUMBER:	COOP0066USA						
NAME OF SUBMITTER:	SHELLEY KUO						
SIGNATURE:	/SHELLEY KUO/						
DATE SIGNED:	10/16/2014						
Total Attachments: 24							
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No: 21166318

Labor Contract



Party A: (Employer)

Name: Cooler Master (Huizhou) Co., Ltd.

Legal representative (major responsible person):

Weili Liao

Mailing address: No. 18 Hechang Dong 4th Road,

Zhongkai Hi-Tech Industrial Development District,

Huizhou City

Type of business: Solely foreign-funded

Tel: 0752-5755888

Party B: (Employee)

Name: Shiman Xu; Sex: Male

ID No: 445102198609050616

Address of household register: Xiangqiao District,

Chaozhou

Mailing address: No. 18 Hechang Dong 4th Road,

Zhongkai Hi-Tech Industrial Development District,

Huizhou City, Guangdong Province

Tel: 13824216095

Formulated by the Social Affairs Bureau of Zhongkai High-Tech District, Huizhou

Labor Insurance Hotline: 12333

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PATENT
REEL: 034009 FRAME: 0556

Instructions

- I. When the employer signs a labor contract with the employee, both parties shall read the Labor Contract carefully. Once signed, the Labor Contract will become legally effective and shall be abided by both parties.
- II. The Labor Contract shall only be deemed as valid upon the signing and sealing by the legal representative (or attorney) of the employer (Party A) and the employee (Party B), as well as the official stamp of the employer (or a special stamp for a labor contract).
- III. The empty column of the text of this Contract shall be completed clearly upon the consensus between both parties. Please mark empty columns that need not be completed with “/.”
- IV. There are three types of working hour systems, including standard, irregular, and comprehensive working hours. The adoption of the comprehensive working hour system shall be approved by the labor insurance authority.
- V. The salary for an employee during normal working hours shall be specified and shall not be lower than the minimum salary standard of the place of the year. When the salary is calculated piece by piece, it may be set forth in Article 12 of this text or another supplementary agreement may be signed otherwise.
- VI. The representative selected by the trade union of the employer or employees may consult with the employer on salary, working hours, leaves and holidays, labor safety and sanitation, insurance and benefits, and other issues by law and sign a collective contract. Various labor standards under the Labor Contract between the employer and the employee shall at least meet the agreements under the collective contract.
- VII. Upon the consensus between both parties, any amendment to any term in the text of the Labor Contract or any issue not covered herein may be specified in Article 12 hereof, or a supplementary agreement may be signed otherwise upon consensus. The supplementary agreement shall be performed together with the Labor Contract as an appendix of the Labor Contract.
- VIII. Please complete the Labor Contract with a black pen, roller pen, or marker pen legibly, which is not allowed to be obliterated unilaterally.

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Both parties hereby enter into this Contract based on the principles of legality, fairness, equity and free will, consensus, and faithfulness according to the "Labor Law of the People's Republic of China" (hereinafter referred to the "Labor Law") and the "Labor Contract Law of the People's Republic of China" (hereinafter referred to as the "Labor Contract Law") as well as any applicable national and provincial regulations.

I. Term of the Contract

(I) Term of the Contract

Both parties agree to determine the term of this Contract in the first manner of the following:

1. With a fixed term: From June 27, 2014 to June 26, 2019
2. No fixed term: From / / (MM/DD/YYYY) to the day of the occurrence of conditions for legal termination.
3. Termination upon the completion of a certain job: From / / (MM/DD/YYYY) to the completion of the job of _____, with _____ as the signatory.

(II) Probationary period

Both parties agree to determine the probationary period in the first manner of the following (the probationary period shall be included in the term of contract):

1. There is no probationary period.
2. The probationary period runs from / / (MM/DD/YYYY) to / / (MM/DD/YYYY).

(When the term of the contract is more than three months and no more than one year, the probationary period shall not exceed one month; when the term of the contract is more than one year and less than three year, the probationary period shall not exceed two months; for a contract with a fixed term of more than three years or without a term, the probationary period shall not exceed six months. No probationary period shall be agreed on for a contract with a term upon the completion of a certain job or a term no more than three months. The same employer and the same employee shall only agree on one probationary period.)

II. Content and location of the job

(I) Content of the job of Party B: Employee.

(II) The content of the job of Party B (fill it out with "is"): (is) management and professional technology/ (--) worker.

(III) In the event that Party A needs to adjust the content of the job of Party B, it shall be handled upon consensus between both parties as an alteration to this Contract. An agreement or legal alteration notice confirmed upon the signing and sealing of both parties shall serve as an appendix to this Contract.

(IV) Working location of Party B: No. 18 Hechang Dong 4th Road, Zhongkai Hi-Tech Industrial Development District, Huizhou City

(V) Except provisional work or short-term training, Article 7 hereof shall apply when Party A needs Party B to receive training at a place or organization not agreed on hereunder.

III. Working hours, leaves, and holidays

(I) Party A and Party B agree to determine the working hours of Party B in the first manner in the following:

1. Standard working hours: 8 working hours each day, five days of work each week, no more than 40 normal working hours each week, and at least one day off each week.
2. Irregular working hours: The irregular working hour system is adopted for Party B's post upon the approval of the labor administrative authority, with at least one day off each week.
3. Comprehensive working hour system: The comprehensive working hour system is adopted for Party B's post (fill it out with "Yes") upon the approval of the labor administrative authority, with a cycle of year (), half a year (), quarter (), or month () and the total working hours of _____ hours.

(II) Party A may extend the working hours upon negotiation with the trade union and Party B due to the demand for production (work). Unless otherwise prescribed by Article 42 of the "Labor Law," generally, the extended time shall not exceed one hour each day, shall not exceed three hours each day for special reasons, and shall not exceed 36 hours each month.

(III) In the rules of working hours, leaves, and holidays executed by Party A by law and supplemented by the employer as

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required by law, Party B is provided with holidays, annual leaves, wedding leaves, maternity leaves, funeral leave, nursing leaves, and other paid leaves, for which salary shall be paid according to the normal working hours agreed on hereunder by the calculation method prescribed by the applicable policies and regulations.

IV. Remuneration

(I) The salary standard for Party B's normal working hours (radix number for the calculation of overtime pay) shall be executed in the first manner of the following and shall not be lower than the local minimum salary standard and the standard agreed on under the collective contract.

1. Salary by the hour: RMB 1,250/month (RMB--/day)
2. Other forms: _____

(II) The salary for Party B during the probationary period is RMB: __/month (which shall not be lower than 80% of the foregoing agreed-on salary or the minimum salary for the same post of the employer and shall not be lower than the minimum salary standard of the city).

(III) When Party A arranges overtime work for Party B by law, Party A shall compensate Party B for the overtime work as prescribed by Article 44 of the "Labor Law."

(IV) The salary shall be paid in legal currency. No physical articles or other securities shall be used for payment instead of currency.

(V) Party A and Party B may determine a specific method for the normal growth of salary upon the consensus between both parties or collective consensus according to the operation status, price index, etc. of the employer.

(VI) Party A shall pay the salary of the last month to Party B by the 10th of each month. In case of holidays or days off, the payment shall be advanced to the closest working day.

V. Social security

(I) Party A and Party B shall participate into social security and pay the premium as prescribed by the state, the province, and the city. Party B shall have the right to enjoy the corresponding social security benefits.

(II) In case Party B suffers an illness or non-work-related injury, Party A shall provide Party B with the medical treatment period and benefit for medical treatment as prescribed by the national and local regulations, and pay Party B the salary for the sick leave or RMB 1,000 for illness relief during the prescribed medical period (which shall not be lower than 80% of the minimum salary standard and shall be 80% of the minimum salary standard when there is no agreement).

(III) In case Party B suffers occupational diseases, work-related injuries, or work-related death, Party A shall handle it as prescribed by the national, provincial, and municipal laws and regulations on work-related injury insurance.

VI. Labor protection, labor conditions, and protection of occupational hazards

(I) Party A shall provide Party B with a labor operating site that complies with the national labor sanitation standards according to the applicable national, provincial, and municipal labor protection and protect the safety and health of Party B during production work. If Party B is exposed to the risk of occupational diseases during work, Party A shall notify Party B of the true situation and protect the health and related rights and interests of Party B as prescribed by the "Code of Occupational Disease Prevention of the People's Republic of China."

(II) Party A shall provide Party B with the necessary labor protection supplies as prescribed by the applicable national regulations and arrange for free physical examinations for Party B each year (year/quarter/month).

(III) Party A shall provide labor protection for female employees and minor employees as prescribed by the applicable national and local regulations.

(IV) In the event that Party A's non-compliant instructions and/or compulsory orders for risky operations endanger Party B's physical safety, Party B shall have the right to refuse it/them and may terminate this Labor Contract at any time. For any act of Party A and its administrators that ignores the safety and health of Party B, Party B shall have the right to request the rectification and report and complain about it to the competent authorities.

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VII. Alteration, rescission, and termination of the Labor Contract

(I) The Labor Contract may be altered or rescinded when the relevant conditions prescribed by the "Labor Contract Law" and the "Implementing Rules for the Labor Contract Law of the People's Republic of China" are met or upon the consensus between Party A and Party B.

(II) In the event that Party B becomes incompetent for the job, Party A may adjust its work content appropriately by law.

(III) In the event that both parties alter the content of the Labor Contract, an "Agreement on the Alteration of a Labor Contract" shall be signed.

(IV) When conditions for termination under the "Labor Contract Law" and the "Implementing Rules for the Labor Contract Law of the People's Republic of China" are met, this Labor Contract shall be terminated.

VIII. Distribution of economic compensation and medical subsidy

In the event of the rescission or termination of this Labor Contract, the economic compensation, medical subsidy, and so on shall be distributed according to the "Labor Contract Law" and applicable national, provincial, and municipal regulations.

IX. Notice and delivery

All acknowledgements, files, documents, materials, and so on submitted or provided to each other during the fulfillment of this Contract may be delivered in person or delivered to the mailing address set forth herein. When either party changes its address or telephone number, it shall notify the other in writing promptly.

X. Solution for disputes arising from the fulfillment of this Contract

When Party B believes Party A infringes its legal rights and interests, it may bring it up to Party A or the trade union of Party A first for solution. In case the dispute cannot be solved in this way, Party B may file a complaint at the closest labor administrative authority. In the event of any dispute arising from the fulfillment of this Labor Contract between both parties, both parties shall consult with each other for a solution. In case the consultation does not work, either party may apply for arbitration at the closest competent labor dispute arbitration commission by the deadline prescribed by laws.

XI. In case any term of this Contract conflicts with any term under the laws, regulations, and policies newly promulgated by the state, the province, or the city, the term under the laws, regulations, and policies newly promulgated by the state, the province, or the city shall govern.

XII. Other issues that shall be agreed on between both parties.

1. Bonus, allowances, subsidies, and other items shall not be counted as salary for normal working hours.
2. Party A may degrade Party B according to the demands for production and work and the physical conditions of Party B, and Party B shall be willing to accept Party A's arrangement.
3. Party A may adjust the salary of Party B according to the actual operation status, internal policies and rules, results of the examination to Party B, as well as Party B's working years, reward and punishment records, post changes, etc., which, however, shall not be lower than the national minimum salary standard.

XIII. Both parties may sign appendices to this Contract otherwise.

This Contract is made in two copies. After the signing of both parties, Party A must deliver one copy to Party B.

Party A: (seal) [HR Department of Cooler Master (Huizhou) Co., Ltd.]

Party B: (signature or seal)

Legal representative: (or attorney)

Shiman Xu (signature)

___/___/___ (MM/DD/YYYY)

Authentication authority (seal):

April 30, 2014

Authenticator:

Date of authentication: ___/___/___ (MM/DD/YYYY)

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統一數位翻譯(股)公司
PRESIDENT TRANSLATION SERVICE
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I CERTIFY THAT THIS TRANSLATION IS A TRUE
AND CORRECT ENGLISH VERSION OF THE ATTACHED
ORIGINAL. TO THE BEST OF MY KNOWLEDGE AND
BELIEF
TRANSLATOR: *Stephen*

编号: 21166318

劳动 合同 书

甲方 (用人单位)

名称: 讯强电子(惠州)有限公司

法定代表人 (主要负责人):

席伟利

通讯地址: 惠州市仲恺高新技术产业开
发区和畅东四路18号

经济类型: 外商独资

联系电话: 0752-5755888

乙方 (劳动者)

姓名: 许家福 性别: 男

身份证号码: 445102198609050616

户籍地址: 潮州市湘桥区

通讯地址: 广东省惠州市仲恺高新技
术产业开发区和畅东四路18号

联系电话: 13824216095

惠州仲恺高新区社会事务局编制

劳动保障热线电话: 12333

PATENT

REEL: 034009 FRAME: 0562

使用说明

一、用人单位与职工签订劳动合同时，双方应认真阅读劳动合同。劳动合同一经依法签订即具有法律效力，双方必须严格履行。

二、劳动合同必须由用人单位（甲方）的法定代表人（或者委托代理人）和职工（乙方）亲自签章，并加盖用人单位公章（或者劳动合同专用章）方为有效。

三、本合同文本中的空栏，由双方协商确定后填写清楚；不需填写的空栏，请打上“/”。

四、工时制度分为标准、不定时、综合计算工时三种。实行不定时、综合计算工时工作制的，应经劳动保障部门批准。

五、约定职工正常工作时间的工资要具体明确，并不得低于当地当年最低工资标准；实行计件工资的，可以在本合同第十二条中列明，或另签订补充协议。

六、本单位工会或职工推举的代表人与用人单位可依法就工资、工作时间、休息休假、劳动安全卫生、保险福利等事项集体协商，签订集体合同。职工个人与用人单位订立劳动合同的各项劳动标准，不得低于集体合同的约定。

七、双方经协商一致后，对劳动合同文本条款的修改或未尽事宜的约定，可在劳动合同第十二条中明确，或经协商一致另行签订补充协议；另行签订的补充协议，作为劳动合同的附件，与劳动合同一并履行。

八、签订劳动合同时请使用黑色钢笔、签字笔或水性笔填写，字迹必须清楚，并不得单方涂改。

甲乙双方根据《中华人民共和国劳动法》(以下简称《劳动法》)和《中华人民共和国劳动合同法》(以下简称《劳动合同法》)以及国家和省的有关规定,遵循合法、公平、平等自愿,协商一致、诚实信用原则,订立本合同。

一、合同期限

(一)合同期限

甲、乙双方同意按以下第 1 种方式确定本合同期限:

1、有固定期限:从 2014 年 6 月 27 日起至 19 年 6 月 26 日止。

2、无固定期限:从 年 月 日起至法定的终止条件出现时止。

3、以完成一定的工作为期限;从 年 月 日起至 工作任务完成时止,并以 为标志。

(二)试用期

双方同意按以下第 1 种方式确定试用期期限(试用期包括在合同期内):

1、无试用期。

2、试用期从 年 月 日起至 年 月 日止。

(合同期限三个月以上不满一年的,试用期不得超过一个月;合同期限在一年以上不满三年的,试用期不得超过二个月;三年以上固定期限和无固定期限的合同,试用期不得超过六个月。以完成一定工作任务为期限的合同或合同期限不满三个月的,不得约定试用期。同一用人单位与同一劳动者只能约定一次试用期。)

二、工作内容和工作地点

(一)乙方的工作内容: 员工 。

(二)乙方工作内容确定为(填“是”): (是) 管理和专业技术类/ () 工人类。

(三)甲方因生产经营需要调整乙方的工作内容,应协商一致,按变更本合同办理,双方签字或盖章确认的协议书或依法变更通知书作为本合同的附件。

(四)乙方工作地点: 惠州市仲恺高新技术产业开发区和畅东四路18号。

(五)除临时性工作或者短期学习培训外,如甲方需要乙方到本合同约定以外的地点或单位工作的学习培训,应按本合同第七条处理。

三、工作时间和休息休假

(一)甲、乙双方同意按以下第 1 种方式确定乙方的工作时间:

五、社会保险

(一) 甲、乙双方按照国家 and 省、市有关规定，参加社会保险，缴纳社会保险费，乙方依法享受相应的社会保险待遇。

(二) 乙方患病或非因工负伤，甲方应按国家和地方的规定给予乙方医疗期和享受医疗待遇，并在规定的医疗期内支付病假工资或疾病救济费 1000 元（标准不低于最低工资标准的80%；未约定的，按最低工资标准的80%确定）。

(三) 乙方患职业病、因工负伤或者因工死亡的，甲方应按国家和省市的工伤保险法律法规的规定办理。

六、劳动保护、劳动条件和职业危害防护

(一) 甲方按国家和省、市有关劳动保护规定为乙方提供符合国家劳动卫生标准的劳动作业场所，切实保护乙方在生产工作中的安全和健康。如乙方工作过程中可能产生职业病危害，甲方应如实告知乙方，并应切实按《中华人民共和国职业病防治法》的规定，保护乙方的健康及其相关权益。

(二) 甲方按国家有关规定，发给乙方必要的劳动保护用品，并按劳动保护规定每 年（年/季/月）免费安排乙方进行体检。

(三) 甲方按国家和地方有关规定，做好女职工和未成年工的劳动保护工作。

(四) 如甲方违章指挥、强令冒险作业危及人身安全的，乙方有权拒绝，并可以随时解除本劳动合同，对甲方及其管理人员漠视乙方安全和健康的行为，乙方有权要求改正并向有关部门检举、控告。

七、劳动合同的变更、解除、终止

(一) 符合《劳动合同法》及《中华人民共和国劳动合同法实施条例》规定的条件或者经甲、乙双方协商一致，可以变更或者解除劳动合同。

(二) 乙方不胜任工作，甲方可以依法适当调整其工作内容。

(三) 双方变更劳动合同内容的，应当签订《变更劳动合同协议书》。

(四) 《劳动合同法》及《中华人民共和国劳动合同法实施条例》规定的终止条件出现，终止本劳动合同。

八、经济补偿金、医疗补助费的发放

解除或者终止本合同，经济补偿金、医疗补助费等发放按《劳动合同法》和国家、省、市有关规定执行。

九、通知和送达

甲乙双方在本合同履行过程中相互发出或者提供的所有能知、文件、文书、资料等，均可以当面交付或以本合同所列明的通讯地址履行送达义务。一方如果迁址或变更电话，应当及时书面通知另一方。

十、因履行本合同发生纠纷的解决办法

乙方认为甲方侵害自己合法权益的，可以先向甲方提出，或者向甲方工会反映，寻求解决。无法解决的，可以向就近的劳动行政部门投诉。属双方因履行本合同发生争议，应当先协商解决；协商不成的，可在法定时效内向有管辖权的劳动争议仲裁委员会申请仲裁。

十一、本合同的条款与国家、省、市的新颁布的法律、法规、规章不符的，按新的法律、法规、规章执行。

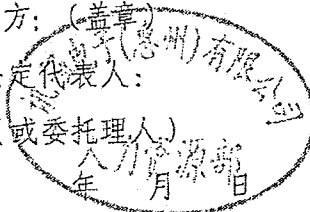
十二、双方需要约定的其他事项

- 1、奖金、津贴、补贴、补助等项目不属于正常工作时间工资。
- 2、甲方可以根据生产和工作需要及乙方的身体状况、工作能力和表现升、降乙方的工作岗位，乙方愿意服从甲方的安排。
- 3、甲方可根据实际经营状况、内部规章制度、对乙方考核结果，以及乙方的工作年限、奖罚记录、岗位变化等，调整乙方的工资水平，但不可低于国家规定的最低工资标准。

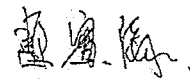
十三、双方可以另外签订合同附件。

本合同一式两份，双方签字后，甲方必须将其中一份交给乙方持有。

甲方：(盖章)
法定代表人：
(或委托代理人)
年 月 日



乙方：(签名或盖章)



2014年04月30日

鉴证机构(盖章)：

鉴证人：

鉴证日期： 年 月 日

No: 2087A832

Labor Contract



Party A: (Employer)

Name: Cooler Master (Huizhou) Co., Ltd.

Legal representative (major responsible person):

Weili Liao

Mailing address: No. 18 Hechang Dong 4th Road,
Zhongkai Hi-Tech Industrial Development District,
Huizhou City

Type of business: Solely foreign-funded

Tel: 0752-5755888

Party B: (Employee)

Name: Jiasheng Lai; Sex: Male

ID No: 441322198710304310

Address of household register: Baifuao Team, Guoqian
Village, Henghe Town, Boluo County, Guangdong
Province

Mailing address: No. 18 Hechang Dong 4th Road,
Zhongkai Hi-Tech Industrial Development District,
Huizhou City, Guangdong Province

Tel: 1342805083

Formulated by the Social Affairs Bureau of Zhongkai High-Tech District, Huizhou

Labor Insurance Hotline: 12333

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Instructions

- I. When the employer signs a labor contract with the employecc, both parties shall read the Labor Contract carefully. Once signed, the Labor Contract will become legally effective and shall be abided by both parties.
- II. The Labor Contract shall only be deemed as valid upon the signing and sealing by the legal representative (or attorney) of the employer (Party A) and the employee (Party B), as well as the official stamp of the employer (or a special stamp for a labor contract).
- III. The empty column of the text of this Contract shall be completed clearly upon the consensus between both parties. Please mark empty columns that need not be completed with “/.”
- IV. There are three types of working hour systems, including standard, irregular, and comprehensive working hours. The adoption of the comprehensive working hour system shall be approved by the labor insurance authority.
- V. The salary for an employee during normal working hours shall be specified and shall not be lower than the minimum salary standard of the place of the year. When the salary is calculated piece by piece, it may be set forth in Article 12 of this text or another supplementary agreement may be signed otherwise.
- VI. The representative selected by the trade union of the employer or employees may consult with the employer on salary, working hours, leaves and holidays, labor safety and sanitation, insurance and benefits, and other issues by law and sign a collective contract. Various labor standards under the Labor Contract between the employer and the employee shall at least meet the agreements under the collective contract.
- VII. Upon the consensus between both parties, any amendment to any term in the text of the Labor Contract or any issue not covered herein may be specified in Article 12 hereof, or a supplementary agreement may be signed otherwise upon consensus. The supplementary agreement shall be performed together with the Labor Contract as an appendix of the Labor Contract.
- VIII. Please complete the Labor Contract with a black pen, roller pen, or marker pen legibly, which is not allowed to be obliterated unilaterally.

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Both parties hereby enter into this Contract based on the principles of legality, fairness, equity and free will, consensus, and faithfulness according to the "Labor Law of the People's Republic of China" (hereinafter referred to the "Labor Law") and the "Labor Contract Law of the People's Republic of China" (hereinafter referred to as the "Labor Contract Law") as well as any applicable national and provincial regulations.

I. Term of the Contract

(I) Term of the Contract

Both parties agree to determine the term of this Contract in the first manner of the following:

1. With a fixed term: From July 26, 2014 to July 25, 2019
2. No fixed term: From / / (MM/DD/YYYY) to the day of the occurrence of conditions for legal termination.
3. Termination upon the completion of a certain job: From / / (MM/DD/YYYY) to the completion of the job of _____, with _____ as the signatory.

(II) Probationary period

Both parties agree to determine the probationary period in the first manner of the following (the probationary period shall be included in the term of contract):

1. There is no probationary period.
2. The probationary period runs from / / (MM/DD/YYYY) to / / (MM/DD/YYYY).

(When the term of the contract is more than three months and no more than one year, the probationary period shall not exceed one month; when the term of the contract is more than one year and less than three year, the probationary period shall not exceed two months; for a contract with a fixed term of more than three years or without a term, the probationary period shall not exceed six months. No probationary period shall be agreed on for a contract with a term upon the completion of a certain job or a term no more than three months. The same employer and the same employee shall only agree on one probationary period.)

II. Content and location of the job

(I) Content of the job of Party B: Employee.

(II) The content of the job of Party B (fill it out with "is"): (is) management and professional technology/ (==) worker.

(III) In the event that Party A needs to adjust the content of the job of Party B, it shall be handled upon consensus between both parties as an alteration to this Contract. An agreement or legal alteration notice confirmed upon the signing and sealing of both parties shall serve as an appendix to this Contract.

(IV) Working location of Party B: No. 18 Hechang Dong 4th Road, Zhongkai Hi-Tech Industrial Development District, Huizhou City

(V) Except provisional work or short-term training, Article 7 hereof shall apply when Party A needs Party B to receive training at a place or organization not agreed on hereunder.

III. Working hours, leaves, and holidays

(I) Party A and Party B agree to determine the working hours of Party B in the first manner in the following:

1. Standard working hours: 8 working hours each day, five days of work each week, no more than 40 normal working hours each week, and at least one day off each week.
2. Irregular working hours: The irregular working hour system is adopted for Party B's post upon the approval of the labor administrative authority, with at least one day off each week.
3. Comprehensive working hour system: The comprehensive working hour system is adopted for Party B's post (fill it out with "Yes") upon the approval of the labor administrative authority, with a cycle of year (), half a year (), quarter (), or month () and the total working hours of _____ hours.

(II) Party A may extend the working hours upon negotiation with the trade union and Party B due to the demand for production (work). Unless otherwise prescribed by Article 42 of the "Labor Law," generally, the extended time shall not exceed one hour each day, shall not exceed three hours each day for special reasons, and shall not exceed 36 hours each month.

(III) In the rules of working hours, leaves, and holidays executed by Party A by law and supplemented by the employer as

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required by law, Party B is provided with holidays, annual leaves, wedding leaves, maternity leaves, funeral leave, nursing leaves, and other paid leaves, for which salary shall be paid according to the normal working hours agreed on hereunder by the calculation method prescribed by the applicable policies and regulations.

IV. Remuneration

(I) The salary standard for Party B's normal working hours (radix number for the calculation of overtime pay) shall be executed in the first manner of the following and shall not be lower than the local minimum salary standard and the standard agreed on under the collective contract.

1. Salary by the hour: RMB 1,250/month (RMB--/day)

2. Other forms: _____

(II) The salary for Party B during the probationary period is RMB: /month (which shall not be lower than 80% of the foregoing agreed-on salary or the minimum salary for the same post of the employer and shall not be lower than the minimum salary standard of the city).

(III) When Party A arranges overtime work for Party B by law, Party A shall compensate Party B for the overtime work as prescribed by Article 44 of the "Labor Law."

(IV) The salary shall be paid in legal currency. No physical articles or other securities shall be used for payment instead of currency.

(V) Party A and Party B may determine a specific method for the normal growth of salary upon the consensus between both parties or collective consensus according to the operation status, price index, etc. of the employer.

(VI) Party A shall pay the salary of the last month to Party B by the 10th of each month. In case of holidays or days off, the payment shall be advanced to the closest working day.

V. Social security

(I) Party A and Party B shall participate into social security and pay the premium as prescribed by the state, the province, and the city. Party B shall have the right to enjoy the corresponding social security benefits.

(II) In case Party B suffers an illness or non-work-related injury, Party A shall provide Party B with the medical treatment period and benefit for medical treatment as prescribed by the national and local regulations, and pay Party B the salary for the sick leave or RMB 1,000 for illness relief during the prescribed medical period (which shall not be lower than 80% of the minimum salary standard and shall be 80% of the minimum salary standard when there is no agreement).

(III) In case Party B suffers occupational diseases, work-related injuries, or work-related death, Party A shall handle it as prescribed by the national, provincial, and municipal laws and regulations on work-related injury insurance.

VI. Labor protection, labor conditions, and protection of occupational hazards

(I) Party A shall provide Party B with a labor operating site that complies with the national labor sanitation standards according to the applicable national, provincial, and municipal labor protection and protect the safety and health of Party B during production work. If Party B is exposed to the risk of occupational diseases during work, Party A shall notify Party B of the true situation and protect the health and related rights and interests of Party B as prescribed by the "Code of Occupational Disease Prevention of the People's Republic of China."

(II) Party A shall provide Party B with the necessary labor protection supplies as prescribed by the applicable national regulations and arrange for free physical examinations for Party B each year (year/quarter/month).

(III) Party A shall provide labor protection for female employees and minor employees as prescribed by the applicable national and local regulations.

(IV) In the event that Party A's non-compliant instructions and/or compulsory orders for risky operations endanger Party B's physical safety, Party B shall have the right to refuse it/them and may terminate this Labor Contract at any time. For any act of Party A and its administrators that ignores the safety and health of Party B, Party B shall have the right to request the rectification and report and complain about it to the competent authorities.

東京·台北·新加坡·台中·高雄·洛杉磯·倫敦·香港·上海·北京·深圳·昆山

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VII. Alteration, rescission, and termination of the Labor Contract

(I) The Labor Contract may be altered or rescinded when the relevant conditions prescribed by the "Labor Contract Law" and the "Implementing Rules for the Labor Contract Law of the People's Republic of China" are met or upon the consensus between Party A and Party B.

(II) In the event that Party B becomes incompetent for the job, Party A may adjust its work content appropriately by law.

(III) In the event that both parties alter the content of the Labor Contract, an "Agreement on the Alteration of a Labor Contract" shall be signed.

(IV) When conditions for termination under the "Labor Contract Law" and the "Implementing Rules for the Labor Contract Law of the People's Republic of China" are met, this Labor Contract shall be terminated.

VIII. Distribution of economic compensation and medical subsidy

In the event of the rescission or termination of this Labor Contract, the economic compensation, medical subsidy, and so on shall be distributed according to the "Labor Contract Law" and applicable national, provincial, and municipal regulations.

IX. Notice and delivery

All acknowledgements, files, documents, materials, and so on submitted or provided to each other during the fulfillment of this Contract may be delivered in person or delivered to the mailing address set forth herein. When either party changes its address or telephone number, it shall notify the other in writing promptly.

X. Solution for disputes arising from the fulfillment of this Contract

When Party B believes Party A infringes its legal rights and interests, it may bring it up to Party A or the trade union of Party A first for solution. In case the dispute cannot be solved in this way, Party B may file a complaint at the closest labor administrative authority. In the event of any dispute arising from the fulfillment of this Labor Contract between both parties, both parties shall consult with each other for a solution. In case the consultation does not work, either party may apply for arbitration at the closest competent labor dispute arbitration commission by the deadline prescribed by laws.

XI. In case any term of this Contract conflicts with any term under the laws, regulations, and policies newly promulgated by the state, the province, or the city, the term under the laws, regulations, and policies newly promulgated by the state, the province, or the city shall govern.

XII. Other issues that shall be agreed on between both parties.

1. Bonus, allowances, subsidies, and other items shall not be counted as salary for normal working hours.
2. Party A may degrade Party B according to the demands for production and work and the physical conditions of Party B, and Party B shall be willing to accept Party A's arrangement.
3. Party A may adjust the salary of Party B according to the actual operation status, internal policies and rules, results of the examination to Party B, as well as Party B's working years, reward and punishment records, post changes, etc., which, however, shall not be lower than the national minimum salary standard.

XIII. Both parties may sign appendices to this Contract otherwise.

This Contract is made in two copies. After the signing of both parties, Party A must deliver one copy to Party B.

Party A: (seal) [HR Department of Cooler Master (Huizhou) Co., Ltd.]

Party B: (signature or seal)

Legal representative: (or attorney)

___/___/___ (MM/DD/YYYY)

Jiasheng Lai (signature)

Authentication authority (seal):

June 16, 2014

Authenticator:

Date of authentication: ___/___/___ (MM/DD/YYYY)

東京 · 台北 · 新加坡 · 台中 · 高雄 · 洛杉磯 · 倫敦 · 香港 · 上海 · 北京 · 深圳 · 昆山

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Mobile: 139-1756-0891

統一數位翻譯(股)公司

PRESIDENT TRANSLATION SERVICE

6F-2, No. 23, Sec. 6, Min Chuan E, Rd., Taipei City

I CERTIFY THAT THIS TRANSLATION IS A TRUE
AND CORRECT ENGLISH VERSION OF THE ATTACHED
ORIGINAL, TO THE BEST OF MY KNOWLEDGE AND
BELIEF

TRANSLATOR: *Stephen*

PATENT
REEL: 034009 FRAME: 0573

编号: 2087A-832

劳动 合同 书

甲方(用人单位)

名称: 讯维电子(惠州)有限公司

法定代表人(主要负责人):

廖伟利

通讯地址: 惠州市仲恺高新技术产业开
发区和畅东四路18号

经济类型: 外商独资

联系电话: 0752-5755888

乙方(劳动者)

姓名: 耿嘉登 性别: 男

身份证号码: 441322198710304310

户籍地址: 广东省博罗县横河镇郭
前村委会白增坳小组

通讯地址: 惠州仲恺高新技术产
业开发区和畅东四路18号

联系电话: 13428058083

惠州仲恺高新区社会事务局编制

劳动保障热线电话: 12333

PATENT

REEL: 034009 FRAME: 0574

使用说明

一、用人单位与职工签订劳动合同时，双方应认真阅读劳动合同。劳动合同一经依法签订即具有法律效力，双方必须严格履行。

二、劳动合同必须由用人单位（甲方）的法定代表人（或者委托代理人）和职工（乙方）亲自签章，并加盖用人单位公章（或者劳动合同专用章）方为有效。

三、本合同文本中的空栏，由双方协商确定后填写清楚；不需填写的空栏，请打上“/”。

四、工时制度分为标准、不定时、综合计算工时三种。实行不定时、综合计算工时工作制的，应经劳动保障部门批准。

五、约定职工正常工作时间的工资要具体明确，并不得低于当地当年最低工资标准；实行计件工资的，可以在本合同第十二条中列明，或另签订补充协议。

六、本单位工会或职工推举的代表人与用人单位可依法就工资、工作时间、休息休假、劳动安全卫生、保险福利等事项集体协商，签订集体合同。职工个人与用人单位订立劳动合同的各项劳动标准，不得低于集体合同的约定。

七、双方经协商一致后，对劳动合同文本条款的修改或未尽事宜的约定，可在劳动合同第十二条中明确，或经协商一致另行签订补充协议；另行签订的补充协议，作为劳动合同的附件，与劳动合同一并履行。

八、签订劳动合同时请使用黑色钢笔、签字笔或水性笔填写，字迹必须清楚，并不得单方涂改。

甲乙双方根据《中华人民共和国劳动法》(以下简称《劳动法》)和《中华人民共和国劳动合同法》(以下简称《劳动合同法》)以及国家和省的有关规定,遵循合法、公平、平等自愿,协商一致、诚实信用原则,订立本合同。

一、合同期限

(一) 合同期限

甲、乙双方同意按以下第 1 种方式确定本合同期限:

- 1、有固定期限:从 2014 年 7 月 26 日起至 2019 年 7 月 25 日止。
- 2、无固定期限:从 年 月 日起至法定的终止条件出现时止。
- 3、以完成一定的工作为期限;从 年 月 日起至 工作任务完成时止,并以 为标志。

(二) 试用期期限

双方同意按以下第 1 种方式确定试用期期限(试用期包括在合同期内):

- 1、无试用期。
- 2、试用期从 年 月 日起至 年 月 日止。

(合同期限三个月以上不满一年的,试用期不得超过一个月;合同期限在一年以上不满三年的,试用期不得超过二个月;三年以上固定期限和无固定期限的合同,试用期不得超过六个月。以完成一定工作任务为期限的合同或合同期限不满三个月的,不得约定试用期。同一用人单位与同一劳动者只能约定一次试用期。)

二、工作内容和工作地点

(一) 乙方的工作内容: 员工 。

(二) 乙方工作内容确定为(填“是”): (是) 管理和专业技术类/ (否) 工人类。

(三) 甲方因生产经营需要调整乙方的工作内容,应协商一致,按变更本合同办理,双方签字或盖章确认的协议书或依法变更通知书作为本合同的附件。

(四) 乙方工作地点: 惠州市仲恺高新技术产业开发区和畅东四路18号。

(五) 除临时性工作或者短期学习培训外,如甲方需要乙方到本合同约定以外的地点或单位工作的学习培训,应按本合同第七条处理。

三、工作时间和休息休假

(一) 甲、乙双方同意按以下第 1 种方式确定乙方的工作时间:

1、标准工时制，即每日工作 8 小时，每周工作 5 天，每周正常工作不超过40小时，并至少休息一天。

2、不定时工作制，即经劳动行政部门审批，乙方所在岗位实行不定时工作制，每周至少休息一天。

3、综合计算工时工作制，即经劳动行政部门审批，乙方所在岗位实行以（填“是”）：年（ ）、半年（ ）、季（ ）或月（ ）为周期，总工时 11 小时的综合计算工时工作制。

（二）甲方因生产（工作）需要，经与工会和乙方协商后可以延长工作时间。除《劳动法》第四十二条规定的情形外，一般每日不得超过一小时，因特殊原因最长每日不得超过三小时，每月不得超过三十六小时。

（三）甲方执行法定的及单位依法自行补充的有关工作、休息、休假制度，按规定给予乙方享受节日假、年休假、婚假、丧假、产假、看护假等带薪假期，并按本合同约定的正常工作时间工资及有关政策法规规定的计算方法支付工资。

四、劳动报酬

（一）乙方正常工作时间的工资标准（计算加班工资基数），按下列第（ 1 ）种形式执行，并不得低于当地最低工资标准及本单位集体合同约定的标准：

1、计时工资：1250 元/月（ 4 元/日）；

2、其他形式：4。

（二）乙方试用期工资为 4 元/月（不得低于前款约定工资的80%或单位同一岗位最低档工资，并不得低于本市最低工资标准。）

（三）甲方依法安排乙方加班的，应按《劳动法》第四十四条的规定支付加班工资。

（四）工资必须以法定货币支付，不得以实物或其他有价证券等形式替代货币支付。

（五）甲方和乙方可以依法根据本单位的经营状况、物价指数情况，经过双方协商或者通过集体协商，确定工资正常增长的具体办法。

（六）甲方在每月的 10 日前支付乙方上月工资。如遇节假日或休息日，应提前到最近的工作日支付。

五、社会保险

(一) 甲、乙双方按照国家 and 省、市有关规定，参加社会保险，缴纳社会保险费，乙方依法享受相应的社会保险待遇。

(二) 乙方患病或非因工负伤，甲方应按国家和地方的规定给予乙方医疗期和享受医疗待遇，并在规定的医疗期内支付病假工资或疾病救济费 1000 元（标准不低于最低工资标准的80%；未约定的，按最低工资标准的80%确定）。

(三) 乙方患职业病、因工负伤或者因工死亡的，甲方应按国家和省市的工伤保险法律法规的规定办理。

六、劳动保护、劳动条件和职业危害防护

(一) 甲方按国家和省、市有关劳动保护规定为乙方提供符合国家劳动卫生标准的劳动作业场所，切实保护乙方在生产工作中的安全和健康。如乙方工作过程中可能产生职业病危害，甲方应如实告知乙方，并应切实按《中华人民共和国职业病防治法》的规定，保护乙方的健康及其相关权益。

(二) 甲方按国家有关规定，发给乙方必要的劳动保护用品，并按劳动保护规定每 年（年/季/月）免费安排乙方进行体检。

(三) 甲方按国家和地方有关规定，做好女职工和未成年工的劳动保护工作。

(四) 如甲方违章指挥、强令冒险作业危及人身安全的，乙方有权拒绝，并可以随时解除本劳动合同，对甲方及其管理人员漠视乙方安全和健康的行为，乙方有权要求改正并向有关部门检举、控告。

七、劳动合同的变更、解除、终止

(一) 符合《劳动合同法》及《中华人民共和国劳动合同法实施条例》规定的条件或者经甲、乙双方协商一致，可以变更或者解除劳动合同。

(二) 乙方不胜任工作，甲方可以依法适当调整其工作内容。

(三) 双方变更劳动合同内容的，应当签订《变更劳动合同协议书》。

(四) 《劳动合同法》及《中华人民共和国劳动合同法实施条例》规定的终止条件出现，终止本劳动合同。

八、经济补偿金、医疗补助费的发放

解除或者终止本合同，经济补偿金、医疗补助费等发放按《劳动合同法》和国家、省、市有关规定执行。

九、通知和送达

甲乙双方在本合同履行过程中相互发出或者提供的所有能知、文件、文书、资料等，均可以当面交付或以本合同所列明的通讯地址履行送达义务。一方如果迁址或变更电话，应当及时书面通知另一方。

十、因履行本合同发生纠纷的解决办法

乙方认为甲方侵害自己合法权益的，可以先向甲方提出，或者向甲方工会反映，寻求解决。无法解决的，可以向就近的劳动行政部门投诉。属双方因履行本合同发生争议，应当先协商解决；协商不成的，可在法定时效内向有管辖权的劳动争议仲裁委员会申请仲裁。

十一、本合同的条款与国家、省、市的新颁布的法律、法规、规章不符的，按新的法律、法规、规章执行。

十二、双方需要约定的其他事项

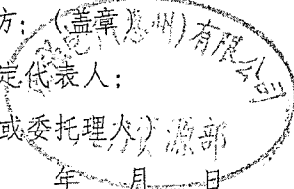
1、奖金、津贴、补贴、补助等项目不属于正常工作时间工资。

2、甲方可以根据生产和工作需要及乙方的身体状况、工作能力和表现升、降乙方的工作岗位，乙方愿意服从甲方的安排。

3、甲方可根据实际经营状况、内部规章制度、对乙方考核结果，以及乙方的工作年限、奖惩记录、岗位变化等，调整乙方的工资水平，但不可低于国家规定的最低工资标准。

十三、双方可以另外签订合同附件。

本合同一式两份，双方签字后，甲方必须将其中一份交给乙方持有。

甲方：(盖章)  有限公司
法定代表人：
(或委托理人) 源部
年 月 日

乙方：(签名或盖章)

赖嘉盛

14年06月16日

鉴证机构(盖章)：

鉴证人：

鉴证日期： 年 月 日