

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| | |
| Name | Execution Date |
| XIAN-QIN HU | 06/03/2017 |
| FU-WEI ZHONG | 06/03/2017 |
| YI-QIANG ZHUANG | 07/06/2017 |
| CHUN-MING ZHOU | 07/06/2017 |
| RECEIVING PARTY DATA | |
| Name: | Avary Holding (Shenzhen) Co., Limited. |
| Street Address: | XinYuan Industrial Zone, Tangwei Village,Fuyong Town, Bao An District |
| City: | Shenzhen |
| State/Country: | CHINA |
| Name: | HongQiSheng Precision Electronics (QinHuangDao) Co.,Ltd. |
| Street Address: | No.18,TengFei Road,Economic and Technological Development Zone |
| City: | Qinhuangdao |
| State/Country: | CHINA |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15666023 |
| CORRESPONDENCE DATA | |
| Fax Number: | (213)426-1788 |
| <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: | 2134261771 |
| Email: | ea-proce@scienbizip.com,ea-cbd@scienbizip.com,ea-procc@sbp-us.com |
| Correspondent Name: | ALVIN KOAN |
| Address Line 1: | 550 S. HOPE STREET, SUITE 2825 |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90071 |
| ATTORNEY DOCKET NUMBER: | US60620 |
| NAME OF SUBMITTER: | ALVIN KOAN |
| SIGNATURE: | /Alvin Koan/ |
| DATE SIGNED: | 08/01/2017 |

Total Attachments: 31

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ASSIGNMENT

THIS ASSIGNMENT, by:

- | | | | |
|----|-----------------|---------------|---------------------------|
| 1. | XIAN-QIN HU | , residing at | Qinhuangdao, Hebei, China |
| 2. | FU-WEI ZHONG | , residing at | Qinhuangdao, Hebei, China |
| 3. | YI-QIANG ZHUANG | , residing at | Qinhuangdao, Hebei, China |
| 4. | CHUN-MING ZHOU | , residing at | Qinhuangdao, Hebei, China |
| 5. | _____ | , residing at | _____ |
| 6. | _____ | , residing at | _____ |
| 7. | _____ | , residing at | _____ |

(hereinafter collectively referred to as the "Assignor"), WITNESSETH:

WHEREAS, said Assignor has invented certain new and useful improvements in a:

PRINTED CIRCUIT BOARD USED AS VOICE COIL METHOD FOR MANUFACTURING THE SAME AND LOUDSPEAKER WITH THE SAME

set forth in an application for Letters Patent of the United States,

[x] being executed concurrently hereinwith; or
[] filed on _____, with U.S. Serial No. _____.

WHEREAS,

AVARY HOLDING (SHENZHEN) CO., LIMITED, a corporation duly and lawfully organized, and having a principal place of business at: **XinYuan Industrial Zone, Tangwei Village, Fuyong Town, Baoan District, Shenzhen City, Guangdong Province 518103, P.R.C**

HONGQISHENG PRECISION ELECTRONICS (QINHUANGDAO) CO.,LTD. a corporation duly and lawfully organized, and having a principal place of business at: **No.18,TengFei Road,Economic and Technological Development Zone,Qinhuangdao,Hebei Province,China** and

(hereinafter collectively referred to as the "Assignee"),

is desirous of acquiring the entire right, title and interest in and to said

inventions and applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon:

NOW, THEREFORE, in consideration of one Dollar (\$1.00 USD) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignor's interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made;

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignor is the lawful owner of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that said Assignor will, whenever counsel of said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns;

ASSIGNOR(S) does/do hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

| | | |
|----|---------------------|-------------------|
| 1. | <u>XIAN-QIN HU</u> | <u>2017.06.03</u> |
| | XIAN-QIN HU | Date |
| 2. | <u>FU-WEI ZHONG</u> | <u>2017.06.03</u> |
| | FU-WEI ZHONG | Date |
| 3. | _____ | _____ |
| | YI-QIANG ZHUANG | Date |
| 4. | _____ | _____ |
| | CHUN-MING ZHOU | Date |
| 5. | _____ | _____ |
| | | Date |
| 6. | _____ | _____ |
| | | Date |
| 7. | _____ | _____ |
| | | Date |

STATEMENT

This is to certify that the subject matters in the u.s. patent application, titled "PRINTED CIRCUIT BOARD USED AS VOICE COIL, METHOD FOR MANUFACTURING THE SAME AND LOUDSPEAKER WITH THE SAME" was made by YI-QIANG ZHUANG, for and during his employment with Avary Holding (Shenzhen) Co., Limited from 2013/5/23 to 2017/2/9, according to and by the operation of his employment agreements with Avary Holding (Shenzhen) Co., Limited, the subject matters are owned by, or transferred to Avary Holding (Shenzhen) Co., Limited.

Lin-Yin Wong

Date: July 6, 2017

[Name] LIN-YIN WONG

[Title] chief legal officer

[Company] Avary Holding (Shenzhen) Co., Limited

知识产权暨保密协议书

甲方(用人单位)
名称 睿鼎科技(深圳)有限公司
住所 深圳市宝安区西乡街道铁岗社区铁岗山一路101号睿鼎科技园
法定代表人 陈永源
联系人 冯敏华
联系电话 0755-33810388-60924

乙方(员工) 厂名 睿鼎厂
姓名 庄敏华 工号 A-61403
性别 男 年龄 26
身份证号码 460006198612101313
住址 深圳市宝安区西乡街道铁岗社区铁岗山一路101号睿鼎科技园
联系电话 18822223374 15177910291

(以上内容须与劳动合同一致)

乙方 庄敏华 服务于睿鼎科技所属 睿鼎科技(深圳)有限公司 (即甲方, 以实际薪资单位为准), 因执行业务接触睿鼎科技商业秘密(营业秘密)等知识产权或其它机密资料。为遵守知识产权保护、保密及诚信廉洁等行为规范, 甲乙双方兹签署本协议。

第一条 定义

下列用于本协议的文字, 除依文意需另做解释外, 均按本条来理解:

- 1.1. “睿鼎科技”系指包括甲方在内的由“睿鼎科技”注册商标持有人直接或间接在各国、各地区所组设之公司、办事处、工厂、关联企业及(或)其它任何营业组织被授权专属使用之简称和商号。
- 1.2. “知识产权”系指全球专利权、商标权、著作权、工业设计、专门技术、商业秘密、集成电路布局及(或)其它知识产权, 以及相应的标的、权能、申请权及实施权。
- 1.3. “商业秘密”是指睿鼎科技及睿鼎科技受客户、协力厂商委托管理的不为公众所知悉、能为权利人带来经济利益、具有实用性并经权利人采取保密措施的经营信息和技术信息, 包括但不限于: 图样、规格、原型、制程、工艺、程序、计算机程序、软件、设计、配方、概念、发现、提案、模具、原始码、目的码、著作原件、操作手册、系统文件、输出格式、输入格式、文档、档案结构、程序说明表、品质资料、专门技术、客户资料、报价资料、订单讯息、退货讯息、采购资料、成本资料、产品开发计划、生产排配(布局)、检测资料、建厂资料、产能计划、环保资料、通讯网络资料、投资资料(讯)、合作资料(讯)、兼并信息、薪资资料、内部培训教材、人事资料、人事布局、人事组织、计划中的诉讼、半导体芯片及其它销售资料、技术资料、财务及法务资料、经营资料、统计资料、电脑及软件使用与管理信息、公司工资总额、经营费用、财务状况、技术改造和设备更新计划、社会保险费用缴纳情况、职业培训基金使用情况等, 以及依约或依法规之技术和经营信息。
- 1.4. “密码”系指通信网络设备使用密码、电话使用密码、专线使用密码、计算机使用密码、网际网络使用密码、FTP使用密码、NOTES使用密码及其它在执行职务过程中所接触、知悉、持有、使用之一切密码。
- 1.5. “计算机程序”系指为了得到某种结果而可由计算机等具有信息处理能力的装置执行的代码化指令序列, 或可被自动转换成代码化序列的符号代指令序列或符号化语句序列, 包括源程序、目标程序及接口程序。
- 1.6. “文档”系指用自然语言或者形式化语言所编写的文字资料和图表, 用来描述程序的内容、组成、设计、功能规格、开发情况、测试结果及使用方法等, 包括但不限于程序设计说明书、流程图、用户手册等。
- 1.7. “离职”系指甲乙双方之劳动合同依《中华人民共和国合同法》第三十六条、第三十七条、第三十八条、第三十九条、第四十条、第四十一条之规定解除, 及依第四十四条之规定终止等。
- 1.8. “关联企业”系指直接或间接拥有或控制其财务、技术、生产、采购、市场或人事之公司, 或直接或间接为第三方拥有或控制其财务、技术、生产、采购、市场或人事之公司。
- 1.9. “竞争企业”系指与甲方生产或经营同类产品、从事同类业务, 在客户、产品、市场等方面有竞争关系的公司、企业、单位等实体。
- 1.10. “创作”系指产生或足以产生知识产权及(或)机密资料的行为, 包括但不限于发明、创作、开发、设计、著作、发现、改良、更新、取得或执行。
- 1.11. “创作文件”系指在创作过程中所有可能产生或足以产生知识产权的文件及(或)各类机密资料文件, 包括但不限于草稿、图面、个人笔记、工作日志、研发记录簿、会议记录、软件等。
- 1.12. “关系人”指本人之配偶、父母、子女、兄弟姐妹、祖父母、外祖父母及其它关系密切的亲属、朋友、同学、原睿鼎科技同事。

第二条 本协议宗旨

- 2.1. 乙方了解睿鼎科技就其产品、研发、制造、行销、管理、客户、计算机(程序)、营运模式(Business Model)等业务及相关技术、服务投入庞大资金及人、物力, 享有经济效益及商誉; 乙方知悉参与并接触睿鼎科技各项业务机密资料系基于甲方对乙方履行本协议之信赖, 乙方若未履行或违反本协议规定, 将对睿鼎科技前述投资、经营、商誉或经济权益产生不利影响, 甚至产生直接或间接损害, 构成不公平竞争, 影响产业公平秩序。

- 2.2. 乙方了解并确认须如期履行与甲方各合约、协议(含本协议)、承诺之义务。
- 2.3. 乙方愿意遵守臻鼎科技与知识产权及保密相关的规章制度,配合其实施,同时尽全力保护相关知识产权、机密资料及创作文件等。

第三条 权利归属

- 3.1. 为理清甲方与乙方间知识产权归属,乙方将详陈乙方任职于甲方前属于前雇主或乙方之知识产权,并记载于<<附表>>。
- 3.2. 乙方于职务上创作之知识产权及(或)机密资料专属甲方或甲方指定人享有,乙方应依本条转让并协助转让该知识产权及(或)机密资料予甲方或甲方指定人。如创作属著作者,乙方同意以甲方或甲方指定人为著作权人。
- 3.3. 甲方同意乙方于非职务及非相关职务事务上所创作的知识产权及(或)机密资料属乙方享有,若该知识产权及(或)机密资料系利用臻鼎科技的设备、仪器、材料、信息、工作时间、知识产权或其它有形及无形资源所创作的,则该知识产权及(或)机密资料仍属甲方或甲方指定人享有,乙方应依4.3条规定配合转让该知识产权及(或)机密资料予甲方或甲方指定人。

第四条 协力条款

- 4.1. 乙方了解臻鼎科技尊重保护知识产权之决心,为此臻鼎科技将随时对乙方进行知识产权保护政策宣导,乙方同意配合臻鼎科技遵守。乙方保证不会直接或间接抄袭、窃用或侵害前雇主或第三人的知识产权及(或)机密资料,以从事或执行臻鼎科技任何工作或任务。
- 4.2. 乙方将在合理时间内以书面形式将其依第3.2条、第3.3条所创作之知识产权及(或)机密资料提交甲方;如经甲方要求,乙方应向甲方补充说明其创作之知识产权及(或)机密资料。
- 4.3. 乙方将协助甲方或甲方指定人在各国及地区产生、申请、注册、登记或取得该知识产权,包括但不限于签署(或盖章)申请书、宣誓书、让与书、切结书和其它法律文件,提供与各该知识产权申请、保护及诉讼有关之资料以及与甲方知识产权工作人员就知识产权申请进行讨论等。若乙方未签署(或盖章)本条款所述的任何法律文件者,乙方同意依本协议授权甲方或甲方指定人代表乙方签署各类相关法律文件。
- 4.4. 乙方将协助创作文件的保存,包括但不限于本人及本人所在部门拥有之创作文件。
- 4.5. 乙方于任职期间将协助臻鼎科技进行教育训练,对内传承创作经验。
- 4.6. 若发生违反保密义务之事件,乙方若为相关人员或知情人,则有协助臻鼎科技进行调查和举证之义务。

第五条 保密条款

- 5.1. 乙方于任职期间所知悉、接触、持有、使用之机密资料及密码,系臻鼎科技或其客户赖以经营之重要资产,乙方应以善良管理人的注意义务采取有效的措施保护该机密资料及密码,且乙方于任职期间或离职后均不得以任何方式泄露或将该机密资料及密码交付给任何第三人。除为履行职务且经甲方事先同意外,乙方于任职期间或离职后均不得为自己或他人之利益直接或间接使用臻鼎科技机密资料及知识产权。
- 5.2. 乙方应严格遵守甲方颁布之通信网络使用相关规约,于服务期间及离职后均不得为甲方职务以外之其它目的使用密码,不得盗用或篡改密码。乙方确认,未获处级以上主管同意利用E-mail形式向臻鼎科技外部任何电子邮箱(含乙方个人邮箱)传送臻鼎科技机密资料俱属泄密行为,并视为已超出了甲方的控管范围和已向第三方泄露。
- 5.3. 乙方应严格遵守甲方颁布之信息安全管理相关规定,包括但不限于不得携带如笔记本电脑、相机、摄像设备、录音设备、移动存储设备(例如:U盘、MP3、MP4、PDA、光盘、软盘等)、有拍照、摄像、录音、上网功能之手机及其它具备拍照摄像功能之设备等进入管制区域;不得窃取、携带及夹带臻鼎科技任何资料出入厂区,并应积极配合及协助各门岗的信息安全检查。
- 5.4. 乙方了解臻鼎科技所有电脑及其软件使用管理等信息(包括电脑数量、品牌,软件套数、名称、使用状况等)均系臻鼎科技之营业秘密,属乙方应保密之范围,乙方应以善良管理人的注意义务并采取一切适当措施保管之,未经甲方事先同意不得以任何方式提供或泄露予任何第三方(包括臻鼎科技内部其它无关员工以及臻鼎科技外部人员等)。未经甲方事前书面同意不得私自复制、备份或以任何方式私自或为他人留存电脑所安装之任何软件(包括系统软件及应用软件等)。
- 5.5. 乙方了解甲方设有专门的对外发言及信息披露制度,乙方承诺严格遵守该发言及信息披露制度。乙方了解在甲方依法公布或披露臻鼎科技任何营运信息前,乙方不得擅自向第三人告知,传播或提供有关臻鼎科技的任何机密资料。
- 5.6. 乙方同意甲方对商业秘密之定义和界定,无论故意或过失,无论以任何形式泄露臻鼎科技商业秘密均属违约或违法行为(含犯罪行为),甲方有权视情节和危害程度,采取对商业秘密保护之措施,并要求赔偿相关损失。乙方亦同意配合甲方调查,包括但不限于问话,陈述事件过程、交付或保存事件相关资料及设备,同意甲方将存储资料、电脑邮件等封存、保全,根据甲方立场和需要配合甲方进行控告和调查。

- 5.7. 乙方确认知晓臻鼎科技薪资保密的相关规定并承诺严格遵守执行,不告知别人自己的薪资、奖金收入及发放情况,不探听、议论、盗取、窥探别人薪资、奖金之相关情况和资料。

第六条 竞业限制条款

- 6.1. 乙方承诺于任职甲方期间不从事任何与臻鼎科技业务或与其业务有关的事务相竞争的行为(不论直接或间接,有偿或无偿),包括但不限于,以各种方式提升、或改善竞争企业竞争力,如帮助竞争企业挖角人力或引诱臻鼎科技员工离职,提升生产效能;担任或兼任与臻鼎科技生产或经营同类产品、同类业务的其它相竞争企业的顾问、总裁、董事、执行长、监察人、经理人、特别助理或其它技术职务;或者自行开办生产或者经营与臻鼎科技同类产品、从事同类业务的企业。
- 6.2. 除另有约定外,乙方同意自离职日起贰年内不直接或间接在臻鼎科技所在国家及地区从事任何与甲方业务或其业务有关之事务相竞争之行为,包括但不限于,以各种方式提升、或改善竞争企业竞争力,如帮助竞争企业挖角人力或引诱臻鼎科技员工离职,提升生产效能;担任或兼任与臻鼎科技生产或经营同类产品、同类业务的其它相竞争企业的顾问、总裁、董事、执行长、监察人、经理人、特别助理或其它技术职务;或者自行开办生产或者经营与臻鼎科技同类产品、从事同类业务的企业;为竞争企业服务或提供劳务;接触、拜访臻鼎科技客户(含交易洽商中的客户)、或向臻鼎科技客户销售与臻鼎科技产品相同或相类似的产品;向臻鼎科技竞争企业提供、销售或授权与臻鼎科技产品、技术相同或相类似的产品、技术或知识产权,协助竞争企业申请知识产权。
- 6.3. 本条所述竞业限制之区域,包括中国大陆及港、澳、台地区、日本、新加坡、马来西亚、美国、加拿大、英国、爱尔兰、捷克、匈牙利、韩国、越南、印度、墨西哥、巴西、俄罗斯及其它臻鼎科技或其关联企业营业所在地区或国家。竞业限制的企业名称由甲方根据业务状况确定,包括但不限于:

及关联企业。
- 6.4. 若乙方离职,乙方了解其负有第五条保密条款及第六条竞业限制条款规定之义务,并由甲方给予乙方经济补偿,该经济补偿标准按乙方离职前一年度薪资总额的50%按12个月计算并折算成每月平均标准或双方劳动合同约定的薪资关系所在地法律规定的最低标准(两者取较高者),自乙方离职之日起在竞业限制期限内按月计付至乙方原薪资账户。如账户有变更,乙方以书面形式通知甲方,未经书面变更通知,则原薪资账户仍为有效账户。乙方离职时甲方视情形判断乙方是否需要履行竞业限制义务及竞业限制期限,如甲方根据当时情形认为乙方离职后必须履行竞业限制之义务,离职后书面通知并签订《竞业限制通知书》,如甲方根据当时情形认为乙方离职后不必履行竞业限制之义务,离职后不用书面通知竞业限制,则甲方不必支付经济补偿,竞业限制条款终止。
- 6.5. 竞业限制期限内,乙方仍严格遵守本协议第四条协力条款(4.5条除外)之相关规定;若乙方没有出现任何违反本协议的行为,将在此期间仍然领取与在职期间相同的知识产权提案奖及领证奖金。
- 6.6. 乙方在竞业限制期限内,应将离职去向或任职变动情况及时以书面形式告知甲方(本协议甲方联系人或事业群主管及人资主管)。

第七条 诚信廉洁条款

- 7.1. 乙方了解甲方设有诚信廉洁相关规约,乙方应严格遵守,即不向臻鼎科技交易对象(包括协力厂商、客户、供货商或服务者等,且无论交易是否成交)约定或索取任何不正当利益,包括回扣、佣金、不当馈赠或招待等。若收到交易对象主动赠送的其他礼物价值人民币壹千元以上的,应向公司处级以上主管申报并按公司规定处理,如未申报,视为违反本条规定。
- 7.2. 乙方承诺于任职期间或离职后不为自己或他人之利益,唆使或利诱臻鼎科技或其关联企业员工离职或违背职务,或对臻鼎科技或其关联企业员工进行贿赂或约定不正当利益。
- 7.3. 乙方承诺不进行贪污、挪用、侵占、盗窃甲方资金或财产等侵犯公司权益之行为。
- 7.4. 乙方承诺,应事先向公司披露和报备与公司交易有关的关系人和自己任职、参股或控制的企业、公司信息及自己以匿名股东形式实际参与的公司、企业信息,未经事先披露并经事业处处一级主管同意,不得与上述企业、公司发生交易,否则甲方有权无条件立即取消交易,并要求乙方承担违约责任。
- 7.5. 乙方承诺对外接洽业务过程中,严格履行甲方内部作业等相关流程和制度,将尽最大努力及专业为甲方争取最有利之交易条件。若遇交易对象依法或依约定合法给予优惠的,应依照甲方有关规定办理。

第八条 离职条款

- 8.1. 乙方所占有、使用或管理的知识产权有关的资料、机密资料及任何臻鼎科技文件、资料为甲方财产,乙方应于离职时悉数交还甲方并保证不留有任何复制版本。
- 8.2. 乙方在办妥离职手续时,接受甲方安排的离职面谈,受领竞业限制书面通知,并应依甲方要求以书面形式再次确认本协议所述义务,签署相关的承诺书等文件。
- 8.3. 乙方接受新雇主聘用或与他人合伙、合作或合资之前,应将签署本协议的相关义务通知新雇主、合伙人、合作者或合资者。


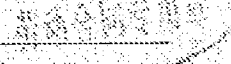
- 8.4. 乙方自离职日起竞业限制期限内所创作的、与在甲方执行工作或任务相关的知识产权属于臻鼎科技所有，并及时以书面形式提交甲方（本协议甲方联系人或智权管理部门）。若知识产权权利归属有疑义时，将优先与甲方进行友好协商以确认权利归属。在此权利归属未确认之前，乙方不会以自己或他人名义或由他人就该知识产权提出有关的申请、登记或注册，乙方亦不得做出有损各该知识产权的取得、申请、注册或登记的行为。
- 8.5. 乙方入职时应向甲方如实告知是否对其它公司负有保密或竞业限制义务，如未能履行如实告知义务，导致甲方因承担连带赔偿责任而造成的损失，甲方有权向乙方追偿。离职后将向新入职公司如实告知对甲方的竞业限制义务，须让新入职公司了解录用乙方后可能承担连带赔偿责任之后果。

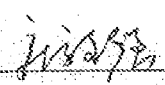
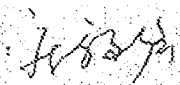
第九条 责任条款

- 9.1. 乙方在职期间若违反本协议第5.1、5.2、5.3、5.4或5.5条规定，一经发生，甲方可依规章制度给予乙方警告、记过、记大过、降级、开除等处分或处罚，如涉其它民事刑事责任，另行追究。乙方同意赔偿甲方相关损失，包括但不限于调查费、鉴定费、评估费、律师费、诉讼费和其她臻鼎科技损失。
- 9.2. 有竞业限制义务的乙方，于离职后若违反本协议第5.1、5.2、5.4或5.5条规定，一经发生，乙方同意先行向甲方支付人民币60万元或等同于依据6.4条所规定的1年度经济补偿2倍的违约金(两者取较高者)，并另行赔偿甲方其它损失，包括但不限于已支付之经济补偿、调查费、鉴定费、评估费、律师费、诉讼费和其她臻鼎科技损失。
- 9.3. 乙方同意其若违反第六条规定之任何一项，应当自违约事实发生之日起立即停止违约行为，并于30日内消除违约原因；若在30日内仍未消除违约原因的，乙方除依法承担民事赔偿及(或)刑事责任外，甲方有权要求乙方支付人民币30万元或等同于依据6.4条所规定的1年度经济补偿的违约金(两者取较高者)，并赔偿甲方其它损失，包括但不限于已支付之经济补偿、调查费、鉴定费、评估费、律师费、诉讼费和其她臻鼎科技损失。
- 9.4. 乙方同意其若违反本协议第7条之任一款规定，有获取不正当利益的，应将获取之不正当利益赔偿予甲方，甲方并可按乙方月薪的30%计取罚款，造成甲方损失的，乙方仍应承担赔偿责任，甲方可从乙方薪资中径行扣取罚款及赔偿金。前款，甲方并可依公司规章制度给予乙方警告、记过、记大过、降级、开除等处分或处罚，如涉其它民事刑事责任，另行追究。
- 9.5. 乙方同意其若违反本协议第八条规定之任何一项，应当自违约事实发生之日起立即停止违约行为，并于30日内消除违约原因；若在30日内仍未消除违约原因的，应依甲方以合理损失计算方法确定的损失及所收受或获取之不正当利益赔偿予甲方。

第十条 其它条款

- 10.1. 除另有约定外，本协议在乙方服务于甲方期间及离职贰年内持续有效。
- 10.2. 乙方同意如需移转劳资关系于臻鼎科技关联企业，乙方同意劳动合同及本协议主体均相应变更为新法人，权利义务由新法人承接。
- 10.3. 乙方同意，除涉及承担刑事责任外，因本协议产生的争议，可依据《劳动争议调解仲裁法》提起劳动争议仲裁；因违反保密和竞业限制约定义务产生损害赔偿纠纷，双方同意作为民事案件，任何一方可提起民事诉讼，从知道权益被侵害或知道另一方违约之日为争议发生之日。
- 10.4. 乙方向甲方提供下列以乙方姓名为收件人的地址作为约定的受通知送达地址，除非乙方另行书面通知甲方变更，则甲方按下列地址投寄送达视为有效送达：
地址：深圳市宝安区红宝中路伟德所附近
邮编：571500
- 10.5. 本协议一式两份，一份由甲方留存，一份由乙方留存。

甲方(盖章): 
授权人: 
____年 月 日

乙方(签名): 
已收到本协议正本一份(签名): 
2013年5月23日

Intellectual Property and Confidentiality Agreement

Party A (Employer)

Name : FUKUI PRECISION COMPONENT (SHENZHEN) CO., LTD

Address : Zhending Tech. Park, Yanluo Road, Songgang Town, Bao An District.

Representative : Chen, Cun-Yong

Contact : Feng, Wang-Hua

Tel : 0755-33810388-60924

Party B (Employee)

Business Group : Song Gang

Name : Zhuang, Yi-Qiang Work ID: F 61403

Sex : Male Age : 26

ID Card : 460006198612101313

Address : Hainan Province, Wanning City, Shangen Town, Futi Village, Wanzuo Group.

Tel: 13820323374 15177910291

(Contents shall be in accordance with labor contract)

Party B, Zhuang Yi-Qiang services Zhen Ding Tech. subcompany FUKUI PRECISION COMPONENT (SHENZHEN) CO., LTD (hereby Party A, the actual salary unit shall prevail), due to the work need, contacts intellectual property including trade secrets (business secrets), or other confidential information of Zhen Ding. To comply with the Intellectual Property Rights protection, the confidentiality and the fiduciary duty, both parties sign this agreement.

1. Definitions

Unless otherwise provided, capitalized terms used herein shall have the meaning as set forth below:

- 1.1. "Zhen Ding" shall mean abbreviation and trade name exclusively authorized to be used by companies (including Party A), offices, factories, affiliated enterprise or any other business organization which are directly or indirectly set up by the "Zhen Ding" registered trademark holder in countries and regions.
- 1.2. "Intellectual Property Rights" shall mean patents, trademarks, copyrights, industrial designs, know-how, trade secrets, integrated circuit layouts and other Intellectual Property Rights worldwide, and the rights related thereto, including without limitation, rights to use, prosecute, register and enforce.
- 1.3. "Trade secret" shall mean, any and all proprietary information, in any form, with existing or potential economic value; including without limitation, drawing, specification, prototype, process, technology, formulas, design, recipe, concept, discovery, proposal, molding, sources code, object code, manual, system documentation, input/output format, file structure, procedure, quality, know-how, customers, quotation, purchase order, product return documentation, procurement, product cost, plan of research and development, production arrangement, testing materials, plant establishment, production plan, environmental protection, network, investment, personnel information and payroll, suit in contemplation, IC wafer layout, distribution materials, technology, financial information, human resources, management and operation information, and other proprietary information according to mutual agreements or laws.
- 1.4. "Password" shall mean the password access to network, telephone, designated telephone line, computer, internet, intranet, FTP, Lotus notes and/or any other passwords I own, have access to, know, learn, hold, or use in the course of my employment.
- 1.5. "Computer program" shall mean code instruction sequence executed by devices (including computer) having information processing capacity, or symbol instruction sequence or symbol language sequence which can be automatically converted into code instruction sequence, including source code, target program, and interface program.
- 1.6. "Document" shall mean literature materials and diagrams written by natural language or formal language, used to describe program's content, composition, design, function, specification,

development, testing result, and use method, including but not limited to program design specification, flow diagram, user manual, etc.

- 1.7. "Dismission" shall mean both Party A and Party B terminate labor contract in accordance with the Labor Contract Law of People's Republic of China, Article 36, Article 37, Article 38, Article 39, Article 40, Article 41, and Article 44.
- 1.8. "Affiliates" shall mean any business entity that directly or indirectly controls or manages of the other companies, or is directly or indirectly controlled or managed by the other companies, the finance, technology, production, procurement, marketing or personnel, or the entity that is directly or indirectly owned by the third parties holding interest or control in the Company, including without limitation, affiliates and subsidiaries.
- 1.9. "Competitive enterprise" shall mean the companies, enterprises, units, and other entities which produce or deal with the same kind of products, engage in the same kind of business, have competition in customers, products, and markets, with Party A.
- 1.10. "Make" shall mean any acts to create and cause creation of the Intellectual Property Rights, including without limitation, acts to invent, create, develop, design, compose, discover, improve, update, acquire or enforce.
- 1.11. "Creative file" shall mean the creative process may produce or enough to produce the Intellectual Property Rights of files or all kinds of confidential information document, including, but not limited to, the invention draft, drawing, personal notes, work logs, research and development record book, meeting recording ,software, etc.
- 1.12. "Related person" shall mean spouse, parents, children, siblings, grandparents, maternal grandparents, and germane kinsfolk, friends, schoolmate, colleague worked in Zhen Ding.

2. Objective

- 2.1. Party B understands and acknowledges that Zhen Ding has invested, is investing and will invest extensive amount of money, materials, human resource and time on and to its products, research and development, manufacture, marketing, sales, management, customer, computer software, business models and the related technologies and services, and has obtained or will obtain economic interests and goodwill. Party B also understand and acknowledge that Party B's involvement in and knowledge of Party A's business, operation, and Confidential Information is conditioned on and subject to Party A's reliance on Party B's full and satisfactory performance hereof. Any of Party B's failure or breach hereof will damage, impair and affect Party A's investment, management, goodwill, and economic interest, and cause direct or indirect damage and unfair competition to Party A.
- 2.2. Party B understands and acknowledges to fulfill the Party A contract, agreement (including this Agreement), the commitment to the obligations.

- 2.3. Party B is willing to comply by the Zhen Ding and Intellectual Property Rights and confidentiality rules and regulations, cooperate with them, and make every effort to protect intellectual property, confidential information and the creation files, etc.

3. Intellectual Property Ownership

- 3.1. Party B herein declares and certifies with Party A the ownership of the Intellectual Property Rights, Party B declares all Intellectual Property Rights vested with former employers or prior, and recite in the attachment hereafter.
- 3.2. Party B agrees that any and all Intellectual Property Rights and Confidential Information Made based on Party B's employment and work for Party A belong to Party A or the persons or entities designated by Party A (the Designated), and Party B shall transfer and help transfer title, ownership, interest thereto to Party A or the Designated. In the event of copyrightable work, Party B agrees that Party A or the Designated shall be the authors.
- 3.3. Party B shall own title, ownership and interest to the Intellectual Property Rights Made by Party B using or based on information and technology other than those arising from or related to Party B's employment or work herein. Notwithstanding the foregoing, the Intellectual Property Rights and Confidential Information Made by Party B using the equipment, facilities, materials, information, work hours, Intellectual Property Rights, and other resources, tangible or intangible, of Party A shall belong to Party A or the Designated, and Party B agree to transfer and help transfer such Intellectual Property Rights to Party A or the Designated according to Section 4.3 herein.

4. Intellectual Property Protection and Transfer

- 4.1. Party B shall understand and acknowledge the determination of Zhen Ding in Intellectual Property protection. Therefore, Zhen Ding will promote the Intellectual Property protection to Party B, Party B shall strictly comply with all instructions and policy promulgation of Zhen Ding in its Intellectual Property protection. Party B shall not, directly or indirectly, by any means, copy, steal, or infringe upon the Intellectual Property Rights and Confidential Information of Party B's former employers or any third parties, nor make use of any hereof in the work for Zhen Ding.
- 4.2. Party B shall promptly notify and provide to Party A in writing the Intellectual Property Rights and Confidential Information Made by Party B according to Section 3.2 and 3.3. Upon Party A's request, Party B shall provide additional and supplemental documents and information related hereto.
- 4.3. Party B shall promptly assist and fully cooperate with Party A or the Designated in prosecution, registration or acquisition of the Intellectual Property Rights in the areas designated by Party A;

including without limitation, executing prosecution documents, affidavits, assignment, and other legal documents, and provision of documents related to and necessary for prosecution, protection, and claims and suits thereto. Party B hereby authorizes Party A as Party B's legal representative in executing the foregoing documents upon Party B's failure to respond to and execute these documents.

- 4.4. Party B shall assist to save the creative files, including without limitation, the creative files of Party B and the department of Party B.
- 4.5. Party B shall assist the business of Zhen Ding to do training, to share experience to others.
- 4.6. In the event of abiding the confidential obligation, Party B shall assist Zhen Ding during investigation in response to Party B being the relevant or insider.

.....

10. Miscellaneous

- 10.1. Unless otherwise provided, the agreement is sustained and effective as Party B services Party A or within two (2) years after Party B's demission.
- 10.2. Party B agrees that the Company has the right to transfer and assign Party B's employment among the Company, and agrees to the assignment of this Agreement upon transfer and assignment of Party B's employment.
- 10.3. Party B agrees that the controversy due to the agreement may raise labor dispute arbitration according to the Labor Dispute Mediation and Arbitration Law, except for criminal liability involved. In the event of violating the confidentiality and non-competition conventions, the both parts agreed to process as civil case. Either part lift the civil case, the date of being known the rights and interests have been infringed, or inform the other part is the raising date.
- 10.4. Party B provides the following address as the mailing address, with Party B's name as the addressee. Unless Party B notifies Party A in written to change the address, Party A recognizes the following address as the served address.

Address: Hainan Province, Wanning City, Hongguang middle road, Power supply station, Neighborhood.

Post Code: 471500

- 10.5. The agreement is duplicated, one for Party A, the other for Party B

Party A (seal): _____ Party B (signature): Zhuang, Yi-Qiang
Legal Representative: _____ Receive a copy of the Agreement (signature):
Zhuang, Yi-Qiang
 Year Month Day 2014 Year 5 Month 23 Day

STATEMENT

This is to certify that the subject matters in the u.s. patent application, titled "PRINTED CIRCUIT BOARD USED AS VOICE COIL, METHOD FOR MANUFACTURING THE SAME AND LOUDSPEAKER WITH THE SAME" was made by CHUN-MING ZHOU, for and during his employment with Avary Holding (Shenzhen) Co., Limited from 2015/7/13 to 2017/3/3, according to and by the operation of his employment agreements with Avary Holding (Shenzhen) Co., Limited, the subject matters are owned by, or transferred to Avary Holding (Shenzhen) Co., Limited.

Lin-Yin Wong

Date: July 6, 2017

[Name] LIN-YIN WONG

[Title] chief legal officer

[Company] Avary Holding (Shenzhen) Co., Limited

知识产权暨保密协议书

Intellectual Property and Confidentiality Agreement

甲方(用人单位)
名称 富菱精密组件(深圳)有限公司
住所 宝安区松岗街道燕川燕罗路臻鼎科技园
法定代表人 陈登涌
联系人 张波
联系电话 0755-33810388-61002

乙方(员工) 厂区 松岗
姓名 周志明 工号 G1512338
性别 男 年龄 25
身份证号码 420922199002264939
住址 广东省深圳市宝安区西乡街道西乡社区西乡新村79号
联系电话 13485388571

(以上内容须与劳动合同一致)

乙方周志明服务于臻鼎科技所属富菱精密组件(深圳)有限公司(即甲方,以实际薪资单位为准),因执行业务接触臻鼎科技商业秘密(营业秘密)等知识产权或其它机密资料,为遵守知识产权保护、保密及诚信廉洁等行为规范,甲乙双方兹签署本协议。

第一条 定义

下列用于本协议的文字,除依文义需另做解释外,均按本条来理解:

- 1.1. “臻鼎科技”系指包括甲方在内的由“臻鼎科技”注册商标持有人直接或间接在全国、各地区所组设之公司、办事处、工厂、关联企业及(或)其它任何营业组织被授权专属使用之简称和商号。
- 1.2. “知识产权”系指全球专利权、商标权、著作权、工业设计、专门技术、商业秘密、集成电路布局及(或)其它知识产权,以及相应的标的、权能、申请权及实施权。
- 1.3. “商业秘密”是指臻鼎科技及臻鼎科技受客户、协力厂商委托管理的不为公众所知悉、能为权利人带来经济利益、具有实用性并经权利人采取保密措施的经营信息和技术信息,包括但不限于:图样、规格、原型、制程、工艺、程序、计算机程序、软件、设计、配方、概念、发现、提案、模具、原始码、目的码、著作原件、操作手册、系统文件、输出格式、输入格式、文档、档案结构、程序说明表、品质资料、专门技术、客户资料、报价资料、订单讯息、退货讯息、采购资料、成本资料、产品开发计划、生产排配(布局)、检测资料、建厂资料、产能计划、环保资料、通讯网络资料、投资资料(讯)、合作资料(讯)、兼并信息、薪资资料、内部培训教材、人事资料、人事布局、人事组织、计划中的诉讼、半导体芯片及其它销售资料、技术资料、财务及法务资料、经营资料、统计资料、电脑及软件使用与管理信息、公司工资总额、经营费用、财务状况、技术改造和设备更新计划、社会保险费用缴纳情况、职业培训基金使用情况等,以及依约或依法规之技术和经营信息。
- 1.4. “密码”系指通信网络设备使用密码、电话使用密码、专线使用密码、计算机使用密码、网际网络使用密码、FTP使用密码、NOTES使用密码及其它在执行职务过程中所接触、知悉、持有、使用之一切密码。
- 1.5. “计算机程序”系指为了得到某种结果而可由计算机等具有信息处理能力的装置执行的代码化指令序列,或可被自动转换成代码化序列的符号代指令序列或符号化语句序列,包括源程序、目标程序及接口程序。
- 1.6. “文档”系指用自然语言或者形式化语言所编写的文字资料和图表,用来描述程序的内容、组成、设计、功能规格、开发情况、测试结果及使用方法的,包括但不限于程序设计说明书、流程图、用户手册等。
- 1.7. “离职”系指甲乙双方之劳动合同依《中华人民共和国劳动合同法》第三十六条、第三十七条、第三十八条、第三十九条、第四十条、第四十一条之规定解除,及依第四十四条之规定终止等。
- 1.8. “关联企业”系指直接或间接拥有或控制其财务、技术、生产、采购、市场或人事之公司,或直接或间接同为第三方拥有或控制其财务、技术、生产、采购、市场或人事之公司。
- 1.9. “竞争企业”系指与甲方生产或经营同类产品、从事同类业务、在客户、产品、市场等方面有竞争关系的公司、企业、单位等实体。
- 1.10. “创作”系指产生或足以产生知识产权及(或)机密资料的行为,包括但不限于发明、创作、开发、设计、著作、发现、改良、更新、取得或执行。
- 1.11. “创作文件”系指在创作过程中所有可能产生或足以产生知识产权的文件及(或)各类机密资料文件,包括但不限于草稿、图面、个人笔记、工作日志、研发记录簿、会议记录、软件等。
- 1.12. “关系人”指本人之配偶、父母、子女、兄弟姐妹、祖父母、外祖父母及其它关系密切的亲属、朋友、同学、原臻鼎科技同事。

第二条 本协议宗旨

- 2.1. 乙方了解臻鼎科技就其产品、研发、制造、行销、管理、客户、计算机(程序)、营运模式(Business Model)等业务及相关技术、服务投入庞大资金及人力、物力,享有经济效益及商誉;乙方知悉参与并接触臻鼎科技各项业务机密资料系基于甲方对乙方履行本协议之信赖。乙方若未履行或违反本协议规定,将对臻鼎科技前述投资、经营、商誉或经济权益产生不利影响,甚至产生直接或间接损害,构成不公平竞争,影响产业公平秩序。
- 2.2. 乙方了解并确认须如期履行与甲方各合约、协议(含本协议)、承诺之义务。
- 2.3. 乙方愿意遵守臻鼎科技与知识产权及保密相关的规章制度,配合其实施,同时尽全力保护相关知识产权、机密资料及创作文件等。

第三条 权利归属

- 3.1. 为厘清甲方与乙方间知识产权归属,乙方将详陈乙方任职于甲方前属于前雇主或乙方之知识产权,并记载于<<附表>>。
- 3.2. 乙方于职务上创作之知识产权及(或)机密资料专属甲方或甲方指定人享有,乙方应依本条转让并协助转让该知识产权及(或)机密资料予甲方或甲方指定人。如创作属著作者,乙方同意以甲方或甲方指定人为著作权人。
- 3.3. 甲方同意乙方于非职务及非相关职务事务上所创作的知识产权及(或)机密资料属乙方享有,若该知识产权及(或)机密资料系利用臻鼎科技的设备、仪器、材料、信息、工作时间、知识产权或其它有形及无形资源所创作的,则该知识产权及(或)机密资料仍属甲方或甲方指定人享有,乙方应依4.3条规定配合转让该知识产权及(或)机密资料予甲方或甲方指定人。

第四条 协力条款

- 4.1. 乙方了解臻鼎科技尊重保护知识产权之决心,为此臻鼎科技将随时对乙方进行知识产权保护政策宣导,乙方同意配合臻鼎科技遵守。乙方保证不会直接或间接抄袭、窃用或侵害前雇主或第三人的知识产权及(或)机密资料,以从事或执行臻鼎科技任何工作或任务。
- 4.2. 乙方将在合理时间内以书面形式将其依第3.2条、第3.3条所创作之知识产权及(或)机密资料提交甲方;如经甲方要求,乙方应向甲方补充说明其创作之知识产权及(或)机密资料。
- 4.3. 乙方将协助甲方或甲方指定人在各国及地区产生、申请、注册、登记或取得该知识产权,包括但不限于签署(或盖章)申请书、宣誓书、让与书、切结书和其它法律文件,提供与各该知识产权申请、保护及诉讼有关之资料以及与甲方知识产权工作人员就知识产权申请进行讨论等。若乙方未签署(或盖章)本条款所述之任何法律文件者,乙方同意依本协议授权甲方或甲方指定人代表乙方签署各类相关法律文件。
- 4.4. 乙方将协助创作文件的保存,包括但不限于本人及本人所在部门拥有之创作文件。
- 4.5. 乙方于任职期间将协助臻鼎科技进行教育培训,对内传承创作经验。
- 4.6. 若发生违反保密义务之事件,乙方若为相关人员或知情人,则有协助臻鼎科技进行调查和举证之义务。

第五条 保密条款

- 5.1. 乙方于任职期间所知悉、接触、持有、使用之机密资料及密码,系臻鼎科技或其客户赖以经营之重要资产,乙方应以善良管理人的注意义务采取有效的措施保护该机密资料及密码,且乙方于任职期间或离职后均不得以任何方式泄露或将该机密资料及密码交付给任何第三人。除为履行职务且经甲方事先同意外,乙方于任职期间或离职后均不得为自己或他人之利益直接或间接使用臻鼎科技机密资料及知识产权。
- 5.2. 乙方应严格遵守甲方颁布之通信网络使用相关规约,于服务期间及离职后均不得为甲方职务以外之其它目的使用密码,不得盗用或篡改密码。乙方确认,未获处级以上主管同意利用E-mail形式向臻鼎科技外部任何电子邮箱(含乙方个人邮箱)传送臻鼎科技机密资料俱属泄密行为,并视为已超出了甲方的控管范围并已向第三方泄露。
- 5.3. 乙方应严格遵守甲方颁布之信息安全管理相关规定,包括但不限于不得携带如笔记本电脑、相机、摄像设备、录音设备、移动存储设备(例如:U盘、MP3、MP4、PDA、光盘、软盘等)、有拍照、摄像、录音、上网功能之手机及其它具备拍照摄像功能之设备等进入管制区域;不得窃取、携带及夹带臻鼎科技任何资料出入厂区,并应积极配合及协助各部门的信息安全检查。
- 5.4. 乙方了解臻鼎科技所有电脑及其软件使用管理等信息(包括电脑数量、品牌,软件套数、名称、使用状况等)均系臻鼎科技之营业秘密,属乙方应保密之范围,乙方应以善良管理人的注意义务并采取一切适当措施保管之,未经甲方事先同意不得以任何方式提供或泄露予任何第三方(包括臻鼎科技内部其它无关员工以及臻鼎科技外部人员等)。未经甲方事前书面同意不得私自复制、备份或以任何方式私自取为他人留存电脑所安装之任何软件(包括系统软件及应用软件等)。
- 5.5. 乙方了解甲方设有专门的对外发言及信息披露制度,乙方承诺严格遵守该发言及信息披露制度。乙方了解在甲方依法公布或披露臻鼎科技任何营运信息前,乙方不得擅自向第三人告知、传播或提供有关臻鼎科技的任何机密资料。

- 5.6. 乙方同意甲方对商业秘密之定义和界定, 无论故意或过失, 无论以任何形式泄露臻鼎科技商业秘密均属违约或违法行为(含犯罪行为), 甲方有权视情节和危害程度, 采取对商业秘密保护之措施, 并要求赔偿相关损失。乙方亦同意配合甲方调查, 包括但不限于问话、陈述事件过程, 交付或保存事件相关资料及设备, 同意甲方将存储资料、电脑邮件等封存、保全, 根据甲方立场和需要配合甲方进行控告和调查。
- 5.7. 乙方确认知晓臻鼎科技薪资保密的相关规定并承诺严格遵守执行, 不告知别人自己的薪资、奖金收入及发放情况, 不探听、议论、盗取、阅览别人薪资、奖金之相关情况和资料。

第六条 竞业限制条款

- 6.1. 乙方承诺于任职甲方期间不从事任何与臻鼎科技业务或与其业务有关的事务相竞争的行为(不论直接或间接、有偿或无偿), 包括但不限于: 以各种方式提升、或改善竞争企业竞争力, 如帮助竞争企业挖角人力或引诱臻鼎科技员工离职、提升生产效能; 担任或兼任与臻鼎科技生产或经营同类产品、同类业务的其它相竞争企业的顾问、总裁、董事、执行长、监察人、经理人、特别助理或其它技术职务; 或者自行开办生产或者经营与臻鼎科技同类产品、从事同类业务的企业。
- 6.2. 除另有约定外, 乙方同意自离职日起贰年内不直接或间接在臻鼎科技所在国家及地区从事任何与甲方业务或其业务有关之事务相竞争之行为, 包括但不限于: 以各种方式提升、或改善竞争企业竞争力, 如帮助竞争企业挖角人力或引诱臻鼎科技员工离职、提升生产效能; 担任或兼任与臻鼎科技生产或经营同类产品、同类业务的其它相竞争企业的顾问、总裁、董事、执行长、监察人、经理人、特别助理或其它技术职务; 或者自行开办生产或者经营与臻鼎科技同类产品、从事同类业务的企业; 为竞争企业服务或提供劳务; 接触、拜访臻鼎科技客户(含交易洽商中的客户)、或向臻鼎科技客户销售与臻鼎科技产品相同或相类似的产品; 向臻鼎科技竞争企业提供、销售或授权与臻鼎科技产品、技术相同或相类似的产品、技术或知识产权、协助竞争企业申请知识产权。
- 6.3. 本条所述竞业限制之区域, 包括中国大陆及港、澳、台地区、日本、新加坡、马来西亚、美国、加拿大、英国、爱尔兰、捷克、匈牙利、韩国、越南、印度、墨西哥、巴西、俄罗斯及其它臻鼎科技或其关联企业营业所在地区或国家, 竞业限制的企业名称由甲方根据业务状况确定, 包括但不限于: _____ 及关联企业。
- 6.4. 若乙方离职, 乙方了解其负有第五条保密条款及第六条竞业限制条款规定之义务, 并由甲方给予乙方经济补偿, 该经济补偿标准按乙方离职前一年度薪资总额的50%按12个月计算并折算成每月平均标准或双方劳动合同约定的薪资关系所在地法律规定的最低标准(两者取较高者), 自乙方离职之日起在竞业限制期限内按月计付至乙方原薪资账户。如账户有变更, 乙方以书面形式通知甲方, 未经书面变更通知, 则原薪资账户仍为有效账户。乙方离职时甲方视情形判断乙方是否需要履行竞业限制义务及竞业限制期限, 如甲方根据当时情形认为乙方离职后必须履行竞业限制之义务, 离职后书面通知并签订<<竞业限制通知书>>, 如甲方根据当时情形认为乙方离职后不必履行竞业限制之义务, 离职后不用书面通知竞业限制, 则甲方不必支付经济补偿, 竞业限制条款终止。
- 6.5. 竞业限制期限内, 乙方仍严格遵守本协议第四条协力条款(4.5条除外)之相关规定; 若乙方没有出现任何违反本协议的行为, 将在此期间仍然领取与在职期间相同的知识产权提案奖及领证奖金。
- 6.6. 乙方在竞业限制期限内, 应将离职去向或任职变动情况及时以书面形式告知甲方(本协议甲方联系人或事业群主管及人资主管)。

第七条 诚信廉洁条款

- 7.1. 乙方了解甲方设有诚信廉洁相关规约, 乙方应严格遵守, 即不向臻鼎科技交易对象(包括协力厂商、客户、供货商或服务者等, 且无论交易是否成交)约定或索取任何不正当利益, 包括回扣、佣金、不当馈赠或招待等。若收到交易对象主动赠送的其他礼物价值人民币壹千元以上的, 应向公司处级以上主管申报并按公司规定处理, 如未申报, 视为违反本条规定。
- 7.2. 乙方承诺于任职期间或离职后不为自己或他人之利益, 唆使或利诱臻鼎科技或其关联企业员工离职或违背职务, 或对臻鼎科技或其关联企业员工进行贿赂或约定不正当利益。
- 7.3. 乙方承诺不进行贪污、挪用、侵占、盗窃甲方资金或财产等侵犯公司权益之行为。
- 7.4. 乙方承诺, 应事先向公司披露和报备与公司交易有关的关系人和自己任职、参股或控制的企业、公司信息及自己以匿名股东形式实际参与的公司、企业信息, 未经事先披露并经事业处处一级主管同意, 不得与上述企业、公司发生交易, 否则甲方有权无条件立即取消交易, 并要求乙方承担违约责任。
- 7.5. 乙方承诺对外接洽业务过程中, 严格履行甲方内部作业等相关流程和制度, 将尽最大努力及专业为甲方争取最有利之交易条件。若遇交易对象依法或依约定合法给予优惠的, 应依照甲方有关规定办理。

第八条 离职条款

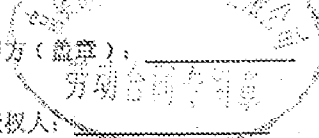
- 8.1. 乙方所占有、使用或管理的知识产权有关的资料、机密资料及任何臻鼎科技文件、资料为甲方财产，乙方应于离职时悉数交还甲方并保证不留有任何复制版本。
- 8.2. 乙方在办理离职手续时，接受甲方安排的离职面谈，签署竞业限制书面通知，并应依甲方要求以书面形式再次确认本协议所述义务，签署相关的承诺书等文件。
- 8.3. 乙方接受新雇主聘用或与他人合伙、合作或合资之前，应签署本协议的相关义务通知新雇主、合伙人、合作者或合资者。
- 8.4. 乙方自离职日起竞业限制期限内所创作的、与在甲方执行工作或任务相关的知识产权属于臻鼎科技所有，并应及时以书面形式提交甲方（本协议甲方联系人或智权管理部门）。若知识产权权利归属有疑义时，将优先与甲方进行友好协商以确认权利归属。在此权利归属未确认之前，乙方不会以自己或他人名义或由他人就该知识产权提出有关的申请、登记或注册，乙方亦不得做出有损该知识产权的取得、申请、注册或登记的行为。
- 8.5. 乙方入职时应向甲方如实告知是否对其它公司负有保密或竞业限制义务，如未能履行如实告知义务，导致甲方因承担连带赔偿责任而造成的损失，甲方有权向乙方追偿，离职后将向新入职公司如实告知对甲方的竞业限制义务，须让新入职公司了解录用乙方后可能承担连带赔偿责任之后果。

第九条 责任条款

- 9.1. 乙方在职期间若违反本协议第5.1、5.2、5.3、5.4或5.5条规定，一经发生，甲方可依规章制度给予乙方警告、记过、记大过、降级、开除等处分或处罚，如涉其它民事刑事责任，另行追究。乙方同意赔偿甲方相关损失，包括但不限于调查费、鉴定费、评估费、律师费、诉讼费和其它臻鼎科技损失。
- 9.2. 有竞业限制义务的乙方，于离职后若违反本协议第5.1、5.2、5.4或5.5条规定，一经发生，乙方同意先行向甲方支付人民币60万元或等同于依据6.4条所规定的1年度经济补偿2倍的违约金(两者取较高者)，并另行赔偿甲方其它损失，包括但不限于已支付之经济补偿、调查费、鉴定费、评估费、律师费、诉讼费和其它臻鼎科技损失。
- 9.3. 乙方同意其若违反第六条规定之任何一项，应当自违约事实发生之日起立即停止违约行为，并于30日内消除违约原因；若在30日内仍未消除违约原因的，乙方除依法承担民事赔偿及(或)刑事责任外，甲方有权要求乙方支付人民币30万元或等同于依据6.4条所规定的1年度经济补偿的违约金(两者取较高者)，并赔偿甲方其它损失，包括但不限于已支付之经济补偿、调查费、鉴定费、评估费、律师费、诉讼费和其它臻鼎科技损失。
- 9.4. 乙方同意其若违反本协议第7条之任一款规定，有获取不正当利益的，应将获取之不正当利益赔偿予甲方，甲方并可按乙方月薪的30%计取罚款，造成甲方损失的，乙方仍应承担赔偿责任，甲方可从乙方薪资中径行扣取罚款及赔偿金。前款，甲方并可依公司规章制度给予乙方警告、记过、记大过、降级、开除等处分或处罚，如涉其它民事刑事责任，另行追究。
- 9.5. 乙方同意其若违反本协议第八条规定之任何一项，应当自违约事实发生之日起立即停止违约行为，并于30日内消除违约原因；若在30日内仍未消除违约原因的，应依甲方以合理损失计算方法确定的损失及所收受或获取之不正当利益赔偿予甲方。

第十条 其它条款

- 10.1. 除另有约定外，本协议在乙方服务于甲方期间及离职贰年内持续有效。
- 10.2. 乙方同意如需转移劳资关系予臻鼎科技关联企业，乙方同意劳动合同及本协议主体均相应变更为新法人，权利义务由新法人承接。
- 10.3. 乙方同意除涉及承担刑事责任外，因本协议产生的争议，可依据《劳动争议调解仲裁法》提起劳动争议仲裁，因违反保密和竞业限制约定义务产生损害赔偿纠纷，双方同意作为民事案件，任何一方可提起民事诉讼，从知道权益被侵害或知道另一方违约之日为争议发生之日。
- 10.4. 乙方向甲方提供下列以乙方姓名为收件人的地址作为约定的受通知送达地址，除非乙方另行书面通知甲方变更，则甲方按下列地址投寄送达视为有效送达：
地址：山西晋中榆社县北大街179号
邮编：030024
- 10.5. 本协议一式两份，一份由甲方留存，一份由乙方留存。

甲方(盖章): 
授权人: _____

乙方(签名): 周春明
已收到本协议正本一份(签名): 周春明

2015年07月13日

2015年07月13日

Intellectual Property and Confidentiality Agreement

Party A (Employer)

Name : FUKUI PRECISION COMPONENT (SHENZHEN) CO., LTD

Address : Zhending Tech. Park, Yanluo Road, Songgang Town, Bao An District.

Representative : Chen, Cun-Yong

Contact : Zhang, Bo

Tel : 0755-33810388-61002

Party B (Employee)

Business Group : Song Gang

Name : Zhou, Chun-Ming Work ID: G1512338

Sex : Male Age : 25

ID Card : 420922199002264939

Address : Shangxi Province, Taiyuan City, Wanbo Forest Zone, Yingze West Road, 79#.

Tel: 13485388871

(Contents shall be in accordance with labor contract)

Party B, Zhou Chun-Ming services Zhen Ding Tech. subcompany FUKUI PRECISION COMPONENT (SHENZHEN) CO., LTD (hereby Party A, the actual salary unit shall prevail), due to the work need, contacts intellectual property including trade secrets (business secrets), or other confidential information of Zhen Ding. To comply with the Intellectual Property Rights protection, the confidentiality and the fiduciary duty, both parties sign this agreement.

I. Definitions

Unless otherwise provided, capitalized terms used herein shall have the meaning as set forth below:

- 1.1. "Zhen Ding" shall mean abbreviation and trade name exclusively authorized to be used by companies (including Party A), offices, factories, affiliated enterprise or any other business organization which are directly or indirectly set up by the "Zhen Ding" registered trademark holder in countries and regions.
- 1.2. "Intellectual Property Rights" shall mean patents, trademarks, copyrights, industrial designs, know-how, trade secrets, integrated circuit layouts and other Intellectual Property Rights worldwide, and the rights related thereto, including without limitation, rights to use, prosecute, register and enforce.
- 1.3. "Trade secret" shall mean, any and all proprietary information, in any form, with existing or potential economic value; including without limitation, drawing, specification, prototype, process, technology, formulas, design, recipe, concept, discovery, proposal, molding, sources code, object code, manual, system documentation, input/output format, file structure, procedure, quality, know-how, customers, quotation, purchase order, product return documentation, procurement, product cost, plan of research and development, production arrangement, testing materials, plant establishment, production plan, environmental protection, network, investment, personnel information and payroll, suit in contemplation, IC wafer layout, distribution materials, technology, financial information, human resources, management and operation information, and other proprietary information according to mutual agreements or laws.
- 1.4. "Password" shall mean the password access to network, telephone, designated telephone line, computer, internet, intranet, FTP, Lotus notes and/or any other passwords I own, have access to, know, learn, hold, or use in the course of my employment.
- 1.5. "Computer program" shall mean code instruction sequence executed by devices (including computer) having information processing capacity, or symbol instruction sequence or symbol language sequence which can be automatically converted into code instruction sequence, including source code, target program, and interface program.
- 1.6. "Document" shall mean literature materials and diagrams written by natural language or formal language, used to describe program's content, composition, design, function, specification,

development, testing result, and use method, including but not limited to program design specification, flow diagram, user manual, etc.

- 1.7. "Dismission" shall mean both Party A and Party B terminate labor contract in accordance with the Labor Contract Law of People's Republic of China, Article 36, Article 37, Article 38, Article 39, Article 40, Article 41, and Article 44.
- 1.8. "Affiliates" shall mean any business entity that directly or indirectly controls or manages of the other companies, or is directly or indirectly controlled or managed by the other companies, the finance, technology, production, procurement, marketing or personnel, or the entity that is directly or indirectly owned by the third parties holding interest or control in the Company, including without limitation, affiliates and subsidiaries.
- 1.9. "Competitive enterprise" shall mean the companies, enterprises, units, and other entities which produce or deal with the same kind of products, engage in the same kind of business, have competition in customers, products, and markets, with Party A.
- 1.10. "Make" shall mean any acts to create and cause creation of the Intellectual Property Rights, including without limitation, acts to invent, create, develop, design, compose, discover, improve, update, acquire or enforce.
- 1.11. "Creative file" shall mean the creative process may produce or enough to produce the Intellectual Property Rights of files or all kinds of confidential information document, including, but not limited to, the invention draft, drawing, personal notes, work logs, research and development record book, meeting recording ,software, etc.
- 1.12. "Related person" shall mean spouse, parents, children, siblings, grandparents, maternal grandparents, and germane kinsfolk, friends, schoolmate, colleague worked in Zhen Ding.

2. Objective

- 2.1. Party B understands and acknowledges that Zhen Ding has invested, is investing and will invest extensive amount of money, materials, human resource and time on and to its products, research and development, manufacture, marketing, sales, management, customer, computer software, business models and the related technologies and services, and has obtained or will obtain economic interests and goodwill. Party B also understand and acknowledge that Party B's involvement in and knowledge of Party A's business, operation, and Confidential Information is conditioned on and subject to Party A's reliance on Party B's full and satisfactory performance hereof. Any of Party B's failure or breach hereof will damage, impair and affect Party A's investment, management, goodwill, and economic interest, and cause direct or indirect damage and unfair competition to Party A.
- 2.2. Party B understands and acknowledges to fulfill the Party A contract, agreement (including this Agreement), the commitment to the obligations.

- 2.3. Party B is willing to comply by the Zhen Ding and Intellectual Property Rights and confidentiality rules and regulations, cooperate with them, and make every effort to protect intellectual property, confidential information and the creation files, etc.

3. Intellectual Property Ownership

- 3.1. Party B herein declares and certifies with Party A the ownership of the Intellectual Property Rights, Party B declares all Intellectual Property Rights vested with former employers or prior, and recite in the attachment hereafter.
- 3.2. Party B agrees that any and all Intellectual Property Rights and Confidential Information Made based on Party B's employment and work for Party A belong to Party A or the persons or entities designated by Party A (the Designated), and Party B shall transfer and help transfer title, ownership, interest thereto to Party A or the Designated. In the event of copyrightable work, Party B agrees that Party A or the Designated shall be the authors.
- 3.3. Party B shall own title, ownership and interest to the Intellectual Property Rights Made by Party B using or based on information and technology other than those arising from or related to Party B's employment or work herein. Notwithstanding the foregoing, the Intellectual Property Rights and Confidential Information Made by Party B using the equipment, facilities, materials, information, work hours, Intellectual Property Rights, and other resources, tangible or intangible, of Party A shall belong to Party A or the Designated, and Party B agree to transfer and help transfer such Intellectual Property Rights to Party A or the Designated according to Section 4.3 herein.

4. Intellectual Property Protection and Transfer

- 4.1. Party B shall understand and acknowledge the determination of Zhen Ding in Intellectual Property protection. Therefore, Zhen Ding will promote the Intellectual Property protection to Party B, Party B shall strictly comply with all instructions and policy promulgation of Zhen Ding in its Intellectual Property protection. Party B shall not, directly or indirectly, by any means, copy, steal, or infringe upon the Intellectual Property Rights and Confidential Information of Party B's former employers or any third parties, nor make use of any hereof in the work for Zhen Ding.
- 4.2. Party B shall promptly notify and provide to Party A in writing the Intellectual Property Rights and Confidential Information Made by Party B according to Section 3.2 and 3.3. Upon Party A's request, Party B shall provide additional and supplemental documents and information related hereto.
- 4.3. Party B shall promptly assist and fully cooperate with Party A or the Designated in prosecution, registration or acquisition of the Intellectual Property Rights in the areas designated by Party A;

including without limitation, executing prosecution documents, affidavits, assignment, and other legal documents, and provision of documents related to and necessary for prosecution, protection, and claims and suits thereto. Party B hereby authorizes Party A as Party B's legal representative in executing the foregoing documents upon Party B's failure to respond to and execute these documents.

- 4.4. Party B shall assist to save the creative files, including without limitation, the creative files of Party B and the department of Party B.
- 4.5. Party B shall assist the business of Zhen Ding to do training, to share experience to others.
- 4.6. In the event of abiding the confidential obligation, Party B shall assist Zhen Ding during investigation in response to Party B being the relevant or insider.

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10. Miscellaneous

- 10.1. Unless otherwise provided, the agreement is sustained and effective as Party B services Party A or within two (2) years after Party B's demission.
- 10.2. Party B agrees that the Company has the right to transfer and assign Party B's employment among the Company, and agrees to the assignment of this Agreement upon transfer and assignment of Party B's employment.
- 10.3. Party B agrees that the controversy due to the agreement may raise labor dispute arbitration according to the Labor Dispute Mediation and Arbitration Law, except for criminal liability involved. In the event of violating the confidentiality and non-competition conventions, the both parts agreed to process as civil case. Either part lift the civil case, the date of being known the rights and interests have been infringed, or inform the other part is the raising date.
- 10.4. Party B provides the following address as the mailing address, with Party B's name as the addressee. Unless Party B notifies Party A in written to change the address, Party A recognizes the following address as the served address.

Address: Shangxi Province, Taiyuan City, Wanbo Forest Zone, Yingze West Road, 79#.

Post Code: 030024

- 10.5. The agreement is duplicated, one for Party A, the other for Party B

Party A (seal): _____ Party B (signature): Zhou, Chun-Ming

Legal Representative: _____ Receive a copy of the Agreement (signature):

Zhou, Chun-Ming

2015 Year 7 Month 13 Day

2015 Year 7 Month 13 Day

TRANSLATOR'S STATEMENT

I, Xiao-Wei Zhang, hereby declare that I am well conversant in both the English and Chinese languages, and the attached document is a true translation of the Intellectual Property and Confidentiality Agreement, to the best of my capability.

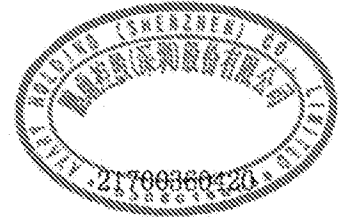
By Xiao-Wei Zhang

Xiao-Wei Zhang

2017-6-1

Date

变更（备案）通知书



鹏鼎控股（深圳）股份有限公司：

我局已于二〇一七年五月二十四日对你企业申请的（股东信息、认缴注册资本总额（万元）、营业期限、企业类型、法定代表人信息、名称）变更予以核准；对你企业的（法律文书送达接收人信息、总经理、监事信息、其他董事信息、章程、投资总额（万元）、副本数）予以备案，具体核准变更（备案）事项如下：

备案前法律文书送达接收人信息： 姓名： 电话： 地址：

备案后法律文书送达接收人信息： 姓名：杨冬静 电话：18575285154 地址：深圳市宝安区榭岗街道东风新村94号

备案前总经理： 陈章尧（总经理）

备案后总经理： 沈庆芳（总经理）

备案前监事信息： 臧秀清（监事）

备案后监事信息： 臧秀清（监事），柯承恩（监事会主席），苗春娜（职工监事）

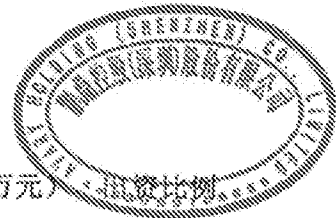
备案前其他董事信息： 陈章尧（董事），萧得望（董事）

备案后其他董事信息： 许仁寿（董事），游哲宏（董事），郭明鉴（董事），方健（董事），黄匡杰（董事），黄崇兴（董事）

章程备案

变更前的股东信息：
悦洋有限公司：出资额575.2174（万元），出资比例2.1704%
美港实业有限公司：出资额21764.25（万元），出资比例82.1207%
集辉国际有限公司：出资额2113.02（万元），出资比例7.9728%
德乐投资有限公司：出资额1072.7174（万元），出资比例4.0476%
深圳市亨祥投资合伙企业（有限合伙）：出资额119.8146（万元），出资比例0.4521%
深圳市得邦投资合伙企业（有限合伙）：出资额116.7907（万元），出资比例0.4407%
深圳市信群投资合伙企业（有限合伙）：出资额219.8774（万元），出资比例0.8296%
深圳市泰基投资合伙企业（有限合伙）：出资额114.061（万元），出资比例0.4304%
深圳市长益投资合伙企业（有限合伙）：出资额164.6505（万元），出资比例0.6213%
深圳市益富投资合伙企业（有限合伙）：出资额242.3598（万元），出资比例0.9144%

变更后股东信息： 德乐投资有限公司：出资额7561.9803（万元），出资比例4.0476%



集辉国际有限公司：出资额14895.4568（万元），出资比例7.9728%
悦泮有限公司：出资额4054.9195（万元），出资比例2.1704%
美港实业有限公司：出资额153424.2198（万元），出资比例82.1207%
深圳市益富投资合伙企业（有限合伙）：出资额1708.4836（万元），出资比例0.9144%
深圳市信群投资合伙企业（有限合伙）：出资额1549.9968（万元），出资比例0.8296%
深圳市长益投资合伙企业（有限合伙）：出资额1160.6821（万元），出资比例0.6213%
深圳市得邦投资合伙企业（有限合伙）：出资额823.3007（万元），出资比例0.4407%
深圳市振基投资合伙企业（有限合伙）：出资额804.058（万元），出资比例0.4304%
深圳市亨祥投资合伙企业（有限合伙）：出资额844.6173（万元），出资比例0.4521%

备案前投资总额(万元)： 72583

备案后投资总额(万元)： 499068.191

变更前认缴注册资本总额(万元)： 26502.7588 币种：美元

变更后认缴注册资本总额(万元)： 186827.7149 币种：人民币

备案前副本数： 1

备案后副本数： 3

变更前营业期限： 二〇四九年四月二十九日

变更后营业期限： 永续经营

变更前企业类型： 中外合资企业

变更后企业类型： 股份有限公司（台港澳与境内合资，未上市）

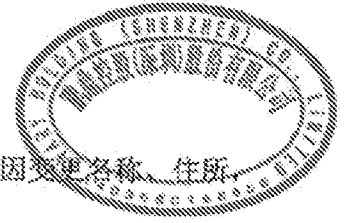
变更前法定代表人信息： 沈庆芳

变更后法定代表人信息： 沈庆芳

变更前名称： 富菱精密组件（深圳）有限公司

变更后名称： 鹏鼎控股（深圳）股份有限公司

税务部门重要提示：如您在国税使用防伪税控系统开具增值税发票，因变更名称、住所，需到原国税主管税务机关办税服务厅办理防伪税控设备变更发行。



Notice of Change (Record)

21700360420

Avary Holding (Shenzhen) Co., Limited:

On May 24, 2017, your application for changes (in shareholders information, subscribed capital, business term, character of business, legal representative, and company name) has been approved by our bureau; your filing (in lawful attorney and agent, general manager, supervisors information, the other directors' information, articles of association, total capital, and number of copies) has been recorded by our bureau, the detailed changes (records) are shown as below:

Lawful Attorney and Agent before Filing:

Name: Phone Call: Address:

Lawful Attorney and Agent after Filing:

Name: YANG, DONG-JING Phone Call: 18575285154 Address: No. 94, DongFeng Village, SongGang Town, Bao An District, Shenzhen City.

General Manager before Filing:

CHEN, CHANG-YAO (General Manager)

General Manager after Filing:

SHEN, CHANG-FANG (General Manager)

Supervisors Information before Filing:

ZANG, XIU-QING (Supervisor)

Supervisors Information after Filing:

ZANG, XIU-QING (Supervisor), KO, CHEN-EN (Chairman of Board of Supervisors), MIAO, CHUN-NA (Staff Supervisor)

The Other Directors before Filing:

CHEN, CHANG-YAO (Director), HSIAO, TE-WANG (Director)

The Other Directors after Filing:

HSU, JEN-SHOU (Director), YU, CHE-HUNG (Director), KUO, MING-JIAN (Director), FANG, JIAN (Director), WONG, HONG KIT KENNETH (Director), HUANG, CHUNG-HSING (Director)

Record of Articles of Association

Jovial Limited: Amount of Contribution: CNY 5.752174 M, Ratio of Contribution: 2.1704%

Mayco Industrial Limited: Amount of Contribution: CNY 217.6425M, Ratio of Contribution: 82.1207%

Shareholders Information before Filing:

Pacific Fair International Limited: Amount of Contribution: CNY 21.1302M, Ratio of Contribution: 7.9728%

Technique Investments Limited: Amount of Contribution: CNY 10.727174M, Ratio of Contribution: 4.0476%

Shenzhen hengxiang investment partnership (limited partnership):

| | |
|-----------------------------|--|
| | Amount of Contribution: CNY 1.198146M, Ratio of Contribution: 0.4521% |
| | Shenzhen debang investment partnership (limited partnership): Amount of Contribution: CNY 1.167907M, Ratio of Contribution: 0.4407% |
| | Shenzhen xinqun investment partnership (limited partnership): Amount of Contribution: CNY 2.198774M, Ratio of Contribution: 0.8296% |
| | Shenzhen zhenqi investment partnership (limited partnership): Amount of Contribution: CNY 1.14061M, Ratio of Contribution: 0.4304% |
| | Shenzhen changyi investment partnership (limited partnership): Amount of Contribution: CNY 1.646505M, Ratio of Contribution: 0.6213% |
| | Shenzhen yifu investment partnership (limited partnership): Amount of Contribution: CNY 2.423598M, Ratio of Contribution: 0.9144% |
| | Technique Investments Limited: Amount of Contribution: CNY 75.619803M, Ratio of Contribution: 4.0476% |
| | Pacific Fair International Limited: Amount of Contribution: CNY 148.954568M, Ratio of Contribution: 7.9728% |
| | Jovial Limited: Amount of Contribution: CNY 40.549195M, Ratio of Contribution: 2.1704% |
| | Mayco Industrial Limited: Amount of Contribution: CNY 1534.242198M, Ratio of Contribution: 82.1207% |
| | Shenzhen yifa investment partnership (limited partnership): Amount of Contribution: CNY 17.084836M, Ratio of Contribution: 0.9144% |
| Shareholders | Shenzhen xinqun investment partnership (limited partnership): Amount of Contribution: CNY 15.499968M, Ratio of Contribution: 0.8296% |
| Information after | Shenzhen changyi investment partnership (limited partnership): Amount of Contribution: CNY 11.606821M, Ratio of Contribution: 0.6213% |
| Filing: | Shenzhen debang investment partnership (limited partnership): Amount of Contribution: CNY 8.233007M, Ratio of Contribution: 0.4407% |
| | Shenzhen zhenqi investment partnership (limited partnership): Amount of Contribution: CNY 8.04058M, Ratio of Contribution: 0.4304% |
| | Shenzhen hengxiang investment partnership (limited partnership): Amount of Contribution: CNY 8.446173M, Ratio of Contribution: 0.4521% |
| Total Capital before | |
| Filing: | CNY 725.83 M |

| | |
|---|--|
| Total Capital after Filing: | CNY 4990.66191 M |
| Subscribed Capital before Filing: | US\$ 265.027588 M |
| Subscribed Capital after Filing: | CNY 1868.277149 M |
| Number of Copies before Filing: | 1 |
| Number of Copies after Filing: | 3 |
| Business Term before Change: | To April 29, 2049 |
| Business Term after Change: | Sustainable management |
| Character of Business before Change: | Chinese-foreign joint venture |
| Character of Business after Change: | Company limited by shares (joint venture of domestic and Taiwan, Hong Kong or Macau, not listed) |
| Legal Representative before Change: | SHEN, CHANG-FANG |
| Legal Representative after Change: | SHEN, CHANG-FANG |
| Company Name before Change: | Fukui Precision Component (Shenzhen) Co., Ltd. |
| Company Name after Change: | Avary Holding (Shenzhen) Co., Limited |

Importance notice from the tax department: If your issue value-added tax invoices by using the anti-Counterfeiting tax control system, please modify your anti-Counterfeiting tax control device at the tax service hall of your tax authority in charge of state Taxation when your name or address is changed.

Shenzhen Municipal Bureau of market supervision and Administration

May 24, 2017

TRANSLATOR'S STATEMENT

I, Xiao-Wei Zhang, hereby declare that I am well conversant in both the English and Chinese languages, and the attached document is a true translation of the Notice of Change (Record), to the best of my capability.

By Xiao-Wei Zhang

Xiao-Wei Zhang

2017-7-4

Date