

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4733480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR. GUANGDI HU	04/06/2010
RECEIVING PARTY DATA	
Name:	WEICHAJ POWER CO., LTD
Street Address:	NO.197 (A), FUSHOU EAST STREET
Internal Address:	HIGH-TECH INDUSTRIAL, SHANDONG PROVINCE
City:	WEIFANG
State/Country:	CHINA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14241428
CORRESPONDENCE DATA	
Fax Number:	(650)938-5200
<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:	6503357890
Email:	nwalsh@fenwick.com
Correspondent Name:	QI QI
Address Line 1:	FENWICK & WEST LLP
Address Line 2:	801 CALIFORNIA STREET
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94041
ATTORNEY DOCKET NUMBER:	27594-26275/US
NAME OF SUBMITTER:	QI QI REG NO. 68,515
SIGNATURE:	/Qi Qi/
DATE SIGNED:	12/13/2017
Total Attachments: 20	
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CONTRACT OF EMPLOYMENT

This contract was signed on April 6, 2010 by the following parties:

- (1) Weichai Power Co., Ltd., Address: No.197 (A), Fushou East Street, High-tech Industrial Development Zone, Weifang, Shandong Province (hereinafter referred to as "the Company");
 - (2) Mr. Guangdi Hu, Passport Number: WP415286, Address: 1410 Chicago Avenue, Unit 406, Evanston, IL 60201, U. S. A., (hereinafter referred to as "the employed party").
- (The above two parties are collectively called "both parties".)

Given:

(A) The Company employs the employed party to work on research and development in Weichai Power Co., Ltd. The employed party is willing to undertake the aforesaid work of the Company and other duties and responsibilities as described in Clauses 2 and 3 of this contract. The employed party should provide services as described in the contract according to conditions as recited in the contract.

(B) Both Parties confirm that this contract has superseded written or verbal agreements that were previously reached. In case that contents of this contract are duplicative or different from the written or verbal agreements previously reached by both parties, this contract should prevail.

After consultations, both Parties agree as follows:

1. Definition and Interpretation

(1) In this contract, unless the context otherwise requires, the following terms have the following meanings:

"Working Day" means any day during the company's production and operation;

"Employment" means employing, in accordance with Clause 2 of this Contract, the employed party to undertake the above expression of Clause (A) and other duties mentioned in Clauses 2 and 3;

"Business" means business and affairs carried out by the Group or any organization within the Group;

"Confidential Information" means all confidential or generally unknown information, expertise and records relating to the business (acquired or preserved by the employed party in any form). Without prejudice to the general principle mentioned above, the Confidential Information includes but are not limited to all equations, designs, specifications, drawings, data, documents, manuals, record identifications, lists of all customers and suppliers, sales data, contracts, agreements, business plans and forecasts, and all technical or other expertise as well as all computer software and all accounting and tax records, communications, orders, and advisory materials and so on, or

- Trading, organization, business, finance, and deal relating to the Group, or any customer of the Group, or any other business of customers;

- Confidential information for which the Company is responsible to keep it confidential to a third party;

- Confidential information that is used on any procedure or operation by a company in the Group, or that is found or made during the employment of the employed party

"Group" means the Company and its subsidiaries, and includes, unless the context requires otherwise, a wholly owned subsidiary, a joint stock company, a holding company, a cooperating company, and an associated company of the Company;

(2) In this Agreement, "Clause" refers to articles of this Agreement. Headings of this Agreement are for convenience only and do not affect the interpretation of this Agreement.

(3) "Pre-tax salary" is the salary before China's personal income tax is deducted. Unless otherwise stated, all salaries and related expenses in this contract refer to pre-tax.

2. Employment

(1) The company hires the employed party as a senior technical leader. The employed party promises to serve the company loyally. Both parties have determined that the first employment period are five years, from April 7, 2010 to April 6, 2015 (including a probationary period of one year from April 7, 2010 to April 6, 2011). After the expiration of this contract, both parties will negotiate to renew the contract. During the contract period, if either party needs to terminate the contract, this party should notice the other party thirty days in advance in written form. The party who has proposed to terminate the contract should bear the liability for breach of contract, and implement respective terms recited in the present agreement.

(2) The employed party's normal working place is Weifang, Shandong. According to special agreements with high-level of the Company, the working place can be flexibly adjusted. As for work and rest time, provisions of the company's corresponding work place should be followed. However, for the purpose of performing duties under this contract, the employed party should always travel to places designated by the Company from time to time. The company does not need to pay additional remuneration for overtime work that is reasonably performed due to duties under this contract.

(3) The employed party's states and guarantees that certificates, experiences, achievements, writings, promises, etc. provided or expressed to the Company for signing this contract are true and valid. The employed party promises the following, since the contract is signed:

A. If, during the validity of this contract, the employed party loses his ability to perform his duties or fails to perform his duties continuously or for a total of 90 days due to unhealthy, non-work injuries, or accidents, the Company may, in writing, issue a written notice of not less than one month in advance to terminate this contract. However, if the employed party provides a medical certificate that satisfies the Company during the validity of notice described in this paragraph, stating that he or she has fully recovered his or her physical or mental health and can be reasonably expected that the situation will not repeat, the company should withdraw the notice.

B. If the employed party has any of the following circumstances at any time, the Company may notify the employed party to stop and to terminate the contract in written form immediately:

(a) Continuing to violate any provision of this contract seriously or willfully (or failing to remedy a breach of contract in case that the breach can be remedied);

(b) Dishonest or grossly misconduct or willful negligence in performing his duties under

this contract;

(c) Suffering from mental illness or being considered as having already been ill or would be ill according to any law relating to mental health;

(d) Any act that intentionally damages reputation of the company or any company within the Group;

(e) Being forbidden by law to perform the duties of the employed party in this contract due to other reasons;

(f) Conditions specified in Article 39 of the Labor Contract Law of the People's Republic of China;

(g) Refusing to perform lawful and reasonable orders made by the Company to the employed party during the term of employment, or failing to perform diligently duties of this contract.

(h) Unlawful possession or disclosure to any unauthorized person of any confidential information, any other trade secret or details of the organization, business, or client of the Group.

(2) Before the Company may terminate the contract under Clause 6 (1), the Company reserves the right to suspend the employed party and determine the time of suspension as well as the payment, partial payment or full payment of the remuneration, benefits, and other treatments. The right for the Company to terminate the contract in the future for the same or other reasons will not be affected.

(3) During validity of the contract, except as provided in Clause 6 (1), the party who proposes to terminate the contract should make up for/compensate the other party, wherein

A. After the Company proposes to terminate the contract, it should provide the employed party economic compensation in accordance with the relevant provisions.

The base of payment of economic compensation should be calculated on the basis of average monthly salary of employees in the twelve months before the termination of the employment contract.

B. the employed party proposing to rescind the contract should pay the compensation. The compensation should be accrued according to the term of the contract. For each month within the uncompleted term of the contract, the employed party should pay the Company compensation of a monthly average wage of 12 months before the expiration of the contract. If the amount of losses caused to the enterprise is greater than the amount of the above compensation, the company reserves the right of pursuing compensation to the employed party.

(4) For any reason, upon the termination or dissolution of this contract, the employed party should:

A. Immediately resign all the positions in the Company and the Group according to the company's request. At this point, the Company is irrevocably appointed as the legal representative of the employed party, in the name of the employed party, to sign any necessary documents relevant to the Group by signing or stamping on behalf of the employed party, and to take any necessary action to bring such documents into effect. However, proposing and accepting one or more of the above-mentioned resignations must not prejudice any claim by the

company against the employed party as a result of this contract or the termination of this contract.

B. Immediately return all confidential information being possessed, dominated, controlled or probably possessed, dominated, controlled by the employed party, and booklets, records, documents, credentials, materials, credit cards, communications, accounts, and other property relating to the Group or business.

C. No longer claim any relationship or affiliation with the Company at any time thereafter.

(5) No matter for whatever reason, after termination or cancel of this contract, the employed party should not work or provide consultancy, training, instruction, and other related business within the competing organizations or organizations that will compete with the Company within 24 months. The competing organization includes but is not limited to:

- An enterprise that has repeated product coverage as the Company
- An enterprise that has close business transactions with the Company
- An organization or enterprise that competes with or constraints the Company
- Foreign related institutions in the same industry

When the Company requires the employed party to fulfill the above mentioned non-competition obligation (subject to written request / notification to the employed party), as compensation, the Company should pay the employed party, after the termination or dissolution of this contract, the competitive compensation whose total amount equals to 50% annual salary of the year before his termination of labor contract (pre-tax). In addition, the employed party should no longer advocate other related compensation. If the employed party violates or attempts to violate the aforesaid regulations on employment avoidance within the above-mentioned time limit, the employed party should return the non-compete limit compensation fee doubly to the Company.

The payment of the competent restrictions compensation starts from the next month from both parties terminate or relieve the labor contract. The company should pay to the employed party 24 months, with a monthly payment of 1/24 of the compensation.

(6) If the employed party violates Clause 6 (4), (5), Clause 7, and Clause 8, and causes potential or actual damage to the Company, the Company has the right to ask the employed party to pay compensation. According to the degree of damage, the compensation is calculated as one to three times of the total remuneration income of the employed party in the last year during the working period of the Company. The Company reserves the right to require the employed party to compensate the Company for any damages through legal means.

7. Other clauses that need to be specially agreed by both parties

(1) During the contract period, the employed party should not participate in business operation or fund the operation of a company whose business is similar to business of the Company and do a part-time job in other enterprises without the consent of the company.

(2) During the contract period, the employed party should not receive a gift or rebate due to his / her position (if it is necessary to accept, it should be paid in full to the Company).

(3) During the tenure of office, research results, books, technologies, and patent inventions obtained by the employed party using the company resources (time, data, tools and postal conveniences etc.) are owned by the Company and should be technical secrets of the Company.

(4) The employed party will assume the responsibility of causing significant economic loss to the Company due to the mistakes in work.

(5) If the employed party violates provisions of this contract and causes losses to the Company during or after the contract, the employed party should immediately pay compensation.

8. Confidential information

(1) During the employment, or after dissolution or termination of this contract, at any time, the employed party should not:

A. use, take away, conceal, or destroy any confidential information for any purpose other than the purpose of the Company or the Group.

B. reveal or discloses any confidential information to any person, except for the senior management or other employees of the Group who are required to have access to such information in accordance with their respective areas of responsibility.

C. fail to exercise the due diligence and hard work of the employed party, so as to result in the reveal of any confidential information without authorization.

Provided that, if any information or knowledge becomes generally in the public's knowledge or must be disclosed due to law or otherwise applicable the state regulations, then the above restrictions no longer apply.

(2) If the employed party may be informed about trade secrets or other confidential information for the services and positions held by other companies in the Group during the term of employment, the employed party hereby agrees that he or she will be obliged to follow requirements of the Company or such other company, and directly enter into agreements or undertakings with such companies to accept the same restrictions as those set forth in this contract for such trade secrets or confidential information for such period as the Company may reasonably require to protect its lawful rights and interests (Or other restrictions depending on the circumstances).

(3) Any memorandum, memo, record, or document made in respect of the business, trading, other affairs of the Company or any dealings or business of any client or client of the Group should be and remain property of the Group. The employed Party should be transfer such information to the Group from time to time upon such request by the Group (or transfer to other companies within the Group as the Group directs) and, in any event, should be surrendered prior to its departure from the Company. And the employed party should not save a copy of this information.

9. Exemption

(1) The time limit set forth in the contract should be strictly complied with, but the failure or delay of either party to exercise any of the power, rights, or remedies herein should not constitute an exemption from the other party's obligations under this contract. The exercise of any power, right, or remedy by either party, either alone or in part, is without prejudice to any other or further exercise of such power, right or remedy and without prejudice to the exercise of any other power, right, or remedy.

(2) Compensations stipulated in this contract can be accumulated with each other, and does not exclude any other compensation provided for by law except as expressly provided in the

contract.

10. Divisibility

Clauses of this contract can be divided. Any clause found invalid or unenforceable by any competent court or labor dispute arbitration body should not affect the legal effect on any of the remaining provisions of this contract.

11. Notice

(1) Any notice given to the employed party in pursuance of this contract may be sent by hand or by registered mail to the address of the employed party contained in this contract. Any notice given to the Company may be sent to the principal place of business of the Company by registered mail or leaving the notice there.

(2) Any notice sent by mail should be deemed to have been served on the third day (excluding Sundays and statutory holidays) of the day it is sent out. The notice letter should state the correct and proper address and being sent by prepaid postage registered mail, and it then constitutes sufficient proof of service.

(3) All notices and correspondence issued under this contract must be in writing.

12. Place of signing and jurisdiction

If there is any dispute between the two parties, no agreements being reached after negotiation and mediation, they should apply for arbitration to the labor arbitration office where the work place is located within stipulated time limit.

13. Sign and text

The contract is signed in Chinese, in duplicate and will be effective immediately upon formal signature by both parties. Each party holds one copy. Either copy has the same legal effect.

14. Modification

Unless otherwise agreed in writing by both parties, any term of this contract may not be modified or changed without permission.

The date written on the home page of this contract is the contract signing date, hereby to be proved.

Weichai Power Co., Ltd,
(Sign, seal)

(Sign, seal)

聘任合同

本合同于二〇一〇年四月六日由下列双方签订:

- (1) 潍柴动力股份有限公司 (Weichai Power Co., Ltd) 其地址为: 山东省潍坊市高新技术产业开发区福寿东街 197 号甲 (下称“公司”); 及
 - (2) 胡广地先生, 护照号码为 WP415286 住址为 1410 Chicago Avenue, Unit 406, Evanston, IL 60201, U. S. A. (下称“受聘方”).
- (合称“双方”)

签订

鉴于:

- (A) 公司聘用受聘方在潍柴动力股份有限公司从事研发工作, 而受聘方愿意担任公司的上述工作及本合同第 2、3 条所述的其他职务及职责, 受聘方依照本合同所载的条件向公司提供本合同项下所述服务。
- (B) 双方确认本合同已代替以前双方已达成的书面或口头协议, 本协议内容与以前双方已达成的书面或口头协议有重复或不同的, 以本合同为准。

经协商, 兹达成协议如下:

1、定义及释义

(1) 在本合同中, 除非文义另有所指, 否则以下词语有下列意义:

“工作日”指公司生产经营中的任何一日;

“聘任”指依照本合同第 2 条的规定聘任受聘方为上述 (A) 款表述及第 2、3 条所述的其它职务;

“业务”指集团或集团内任何组织进行的业务和事务;

“机密资料”指与业务有关的所有机密或一般不为人知的任何资料, 专门知识及记录 (不论受聘方以任何形式获取或保存), 并在不影响上文的一般性原则下, 包括但不限于所有方程式、设计、规格、图纸、数据、文

档、手册及记录标识,所有客户及供应商名单、销售资料、合同、协议,业务计划及预测及所有技术或其他专业知识以及所有电脑软件和所有会计及税务记录、通信、定单及咨询材料等或

一有关集团的买卖、组织、业务、财务、交易或集团任何客户或客户的其他任何事务;

一该等公司对第三方负有保密义务的机密资料;

一有关集团内任何公司使用的或在受聘方聘任期间发现或做出的任何程序或运作的机密资料;

“集团”指公司及其附属公司,并包括(除非文义另有所指)公司的全资子公司、参股公司、控股公司、合作公司及联营公司;

(2)本协议中,“条”指本协议的各条。本协议各项标题只为方便参考,并不影响本协议的解释。

(3)“税前薪酬”为未扣除中国个人所得税前的薪金。除另作说明外,本合同中所有涉及薪金及相关费用均指税前。

2、聘任

(1)公司聘任受聘方为高级技术带头人。受聘方承诺忠诚地为公司服务。双方确定首次的聘任期限为五年,自二零一零年四月七日起至二零一五年四月六日止(其中试用期一年,自二零一零年四月七日起至二零一一年四月六日止),本合同到期后双方协商续期。期间双方任何一方如需解除本合同,须提前三十天给予对方书面通知,但提出方须按照本合同的规定承担违约责任,并执行本协议相关条款明确的内容。

(2)受聘方正常工作地点为山东潍坊。可根据与公司上层的特别协议,对工作地点作弹性的调整。作息时间服从公司相应工作地的规定。但如为履行基于本合同项下职责的需要,则应经常出差到公司不时指定的地点。因履行其于本项合同下的职责而合理的超时工作,公司则无须支付额外的酬金。

(3)受聘方声明及保证为签订本聘任合同向公司提供或表述的学历证书、经历、业绩、著作、承诺等是真实有效的。受聘方承诺,自本合同

Handwritten signature

A、如果在本合同有效期内，受聘方丧失履行职务的能力，或因健康不佳、非因工受伤、意外而连续或共计九十天无法履行职责，公司可以用书面给予不少于一个月的提前通知终止本合同；但如果在本段所述的通知有效期间，受聘方提供公司认为满意的医生证明文件，说明已完全恢复生理/或精神健康，并且可以合理预见该等情形不会重复，则公司须撤回该通知。

B、如果受聘方在任何时间有下列情形之一，公司可以用书面即时通知受聘方立刻终止并解除合同：

(a) 严重或故意地持续违反本合同的任何规定（或者在该违约行为可以补救的情况下，对违约行为未做出补救）；

(b) 履行本合同规定的职责时有不诚实或严重失当或故意疏忽行为；

(c) 患上精神不健全症或者根据与精神健康有关的任何法例可被认为已患病或将患病；

(d) 故意损害公司或集团内任何公司的名誉的任何行为；

(e) 因其它原因被法律禁止履行受聘方在本合同中的职责；

(f) 《中华人民共和国劳动合同法》第三十九条规定的情形；

(g) 在聘任期间拒绝执行公司向受聘方做出的合法及合理命令，或未能勤勉的履行本合同中的职责。

(h) 不正当的占有或向任何未经授权人士泄露任何机密资料，任何其它商业秘密或有关集团的组织、业务或客户的详情。

(2) 在公司可以根据第 6 条 (1) 款终止本合同前，公司有权令受聘方停职并可决定停职的时间，以及是否支付、部分支付或全部支付受聘方的薪金、福利及其他待遇，公司日后以相同或其它理由终止本合同的权利不会因此受到影响。

(3) 合同有效期间，除第 6 条之 (1) 所列情况外，提出解除合同的一方要给予另一方补偿/赔偿金。其中：

A 公司提出解除合同后，按照国家有关规定给予受聘方经济补偿金。支付经济补偿金的基数按其本人解除聘任合同前十二个月平均月度岗位工资计算。

B 受聘方提出解除合同的，须支付赔偿金；赔偿金按照未履行本合同期限累计计算，未履行合同期每满一个月，向公司支付相当于其本人解除

胡广此

聘任合同前十二个月平均月度岗位工资的赔偿金，给企业造成的损失额大于上述赔偿金数额的，公司保留向受聘方追偿的权利。

(4) 不论由于任何原因，本合同一经终止或解除，受聘方必须：

A 按公司要求，立刻辞去公司及集团内所有职位。就此不可撤回地委任公司为受聘方合法代表，以其名义并代表受聘方以签字或盖章方式签署任何有关集团的必要文件，并采取任何所需行动以使该等文件生效。但是，提出及接受上文所述的一项或多项辞呈，不可妨碍该等公司对受聘方因本合同或本合同的终止而产生的任何索偿权。

B 立即把受聘方当时占有、支配、控制或可能占有、支配、控制的所有机密资料及其它所有簿册、记录、文件、文据、材料、信用卡、通信、账目及其它有关集团或业务的财产交还公司。

C 于此后任何时间均不再宣称与公司存在任何性质的关系或联系。

(5) 不论因何原因终止或解除本合同后，受聘方 24 个月内不得在与公司有竞争关系或从事将产生竞争关系的组织任职工作或提供咨询、培训、指导等相关业务。该竞争关系组织包括但不限于：

- 一 与公司产品覆盖范围重复的企业
- 一 与公司有紧密关联业务交易的企业
- 一 与公司经营有相互竞争、约束关系的组织或企业
- 一 国外同行业相关机构

公司要求受聘方履行上述竞业限制义务时(以向受聘方发出书面要求/通知为准)，作为补偿，公司在双方终止或解除本合同后需向受聘方支付总额相当于其本人解除劳动合同前一年度年薪 50% 的竞业限制补偿金(税前)，除此之外，受聘方不再主张与此相关的其他补偿。如果受聘方在上述规定期限内违反或试图违反上述从业回避规定，受聘方需向公司双倍返还该等竞业限制补偿金。

竞业限制补偿金的支付，自双方终止或解除劳动合同之次月起，公司分 24 个月支付给受聘方，每月支付该等补偿金的 1/24。

(6) 受聘方违反第 6 条第 (4)、(5) 款及第 7 条、第 8 条规定，给公司造成潜在或现实损害的，公司有权利要求受聘方支付赔偿金，赔偿金根据损害程度按受聘方在公司工作期间最后一年度薪酬收入总额的一至三倍

胡子地

计算，公司并保留通过法律手段要求受聘方对公司造成的更大损害承担赔偿责任的权力。

7. 双方需特殊约定的其他条款

(1) 受聘方于合同期内，未经公司同意不得兼任其他单位之职务，不得参与经营或出资经营与公司业务类似之公司。

(2) 受聘方于合同期内，不得以职务之便收受馈赠或回扣（如必须接收，则应如数上缴公司）。

(3) 受聘方在任职期间，利用公司资源（时间、资料、工具及岗位便利等）所获之研究成果、著作、技术、及专利发明等，所有权归公司所有，并为公司技术秘密。

(4) 受聘方将承担因工作失误给公司造成重大经济损失之责任。

(5) 受聘方于合同期间或离职后，若有违背本合同相关规定之行为并造成公司损失的，受聘方应立即赔偿。

8. 机密资料

(1) 在聘任期间或本合同解除、终止后，不论任何时间均不可：

A 为公司或集团目的以外的其它目的，使用、取走、隐瞒或毁坏任何机密资料。

B 向任何人泄露或透露任何机密资料，但集团的高管人员或其他雇员根据其各自的职责范围必须知道该等资料者除外。

C 由于未能行使受聘方应尽的谨慎及努力，导致任何机密资料未经授权而被泄露。

但如果任何资料或知识由于受聘方失职以外的原因而成为公众一般可以获知或因法例或其它适用的国家规定而必须披露，则上述限制性规定不再适用。

(2) 若受聘方在聘任期间因所在集团内其它公司所提供的服务及担任的职位而可能获知该等公司的商业秘密或其它机密资料，受聘方特此同意将会按公司或该等其它公司的要求，与该等公司直接签署协议或承诺，就该等商业秘密或机密资料，在该等公司为保护其合法权益而合理要求的期

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限内，接受与本合同中所载的限制相同的限制（或依情况而选用的其它限制）。

(3) 就集团的业务、买卖、公司其它事务或集团任何客户或客户的任何买卖或事务而做出的任何摘记、备忘录、记录或文件均为并应留为集团的财产。受聘方须不时按集团要求向集团移交（或按集团指示向集团内其它公司移交）该等资料，以及无论如何均须在其从公司离职前移交。并且不可保存该等资料的副本。

9、 豁免

(1) 合同所规定的时限须严格予以遵守，但任何一方未能或延迟行使本合同中的任何权力、权利或救济方法，并不构成对本合同另一方义务的豁免。任何一方单独或部分行使合同中的任何权力、权利或救济方法，并不妨碍对该等权力、权利或救济方法的其它或进一步的行使，亦不妨碍该方行使所享有的任何其它权力、权利或救济方法。

(2) 本合同中规定的各项补偿可互相累加，除合同中明确约定外并不排除法律规定的任何其它补偿。

10、 可分割性

本合同之各条款均可分割。如有任何条款被任何具管辖权的法院或劳动争议仲裁机关裁定为无效或不可强制执行，概不影响对本合同其余任何条款的法律效力。

11、 通知

(1) 凡按本合同规定向受聘方发出的任何通知，可以经专人送交，或以挂号邮件寄往本合同所载的受聘方的地址。凡向公司发出的任何通知，可通过挂号邮件或留置方式送达公司的主要营业地点。

(2) 任何以邮件送出的通知，在寄出之日后第三日（不计星期日及法定假期）视为已经送达。通知函件上注明正确妥当的地址，并以预付邮资挂号邮件方式寄出，即构成送达的足够证据。

(3) 按本合同规定发出的所有通知及通信，必须以书面作出。

通知
张子明
张子明

12、 签约地及管辖权

双方如有争议，经协商、调解达不成一致的，应在规定时效期内向工作所在地劳动争议仲裁机关申请仲裁。

13、 签署与文字

本合同以中文签署，一式两份，经双方正式签署后立即生效。双方各持一份，具同等法律效力。

14、 修改

除非双方书面同意，否则本合同的任何条款不得擅自修改、变更。本合同于首页所书之日期为合同签署日期，以资为证。

Weichai Power Co., Ltd.
潍柴动力股份有限公司
(签署、盖章)



式签

(签署、盖章)

谭心亮

胡子皓

聘任合同

本合同于二〇一〇年四月六日由下列双方签订：

- (1) 潍柴动力股份有限公司 (Weichai Power Co., Ltd) 其地址为：山东省潍坊市高新技术产业开发区福寿东街197号甲（下称“公司”）；及
- (2) 胡广地先生，护照号码为 WP415286，住址为 1410 Chicago Avenue, Unit 406, Evanston, IL 60201, U. S. A.（下称“受聘方”）。
- （合称“双方”）

签订

鉴于：

- (A) 公司聘用受聘方在潍柴动力股份有限公司从事研发工作，而受聘方愿意担任公司的上述工作及本合同第2、3条所述的其他职务及职责，受聘方依照本合同所载的条件向公司提供本合同项下所述服务。
- (B) 双方确认本合同已代替以前双方已达成的书面或口头协议。本协议内容与以前双方已达成的书面或口头协议有重复或不同的，以本合同为准。

经协商，兹达成协议如下：

1、定义及释义

(1) 在本合同中，除非文义另有所指，否则以下词语有下列意义：

“工作日”指公司生产经营中的任何一日；

“聘任”指依照本合同第2条的规定聘任受聘方为上述(A)款表述及第2、3条所述的其它职务；

“业务”指集团或集团内任何组织进行的业务和事务；

“机密资料”指与业务有关的所有机密或一般不为人知的任何资料、专门知识及记录（不论受聘方以任何形式获取或保存），并在不影响上文的一般性原则下，包括但不限于所有方程式、设计、规格、图纸、数据、文

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档、手册及记录标识，所有客户及供应商名单、销售资料、合同、协议，业务计划及预测及所有技术或其他专业知识以及所有电脑软件和所有会计及税务记录、通信、定单及咨询材料等或

一有关集团的买卖、组织、业务、财务、交易或集团任何客户或客户的其他任何事务；

一该等公司对第三方负有保密义务的机密资料；

一有关集团内任何公司使用的或在受聘方聘任期间发现或做出的任何程序或运作的机密资料。

“集团”指公司及其附属公司，并包括（除非文义另有所指）公司的全资子公司、参股公司、控股公司、合作公司及联营公司；

(2) 本协议中，“条”指本协议的各条。本协议各项标题只为方便参考，并不影响本协议的解释。

(3) “税前薪酬”为未扣除中国个人所得税前的薪金。除另作说明外，本合同中所有涉及薪金及相关费用均指税前。

2、聘任

(1) 公司聘任受聘方为 高级技术带头人。受聘方承诺忠诚地为公司服务。双方确定首次的聘任期限为 五 年，自 二零一零年四月七 日起至 二零一五年四月六 日止（其中试用期 一年，自 二零一零年四月七 日起至 二零一一年四月六 日止），本合同到期后双方协商续期。期间双方任何一方如需解除本合同，须提前三十天给予对方书面通知，但提出方须按照本合同的规定承担违约责任，并执行本协议相关条款明确的内容。

(2) 受聘方正常工作地点为 山东潍坊。可根据与公司上层的特别协议，对工作地点作弹性的调整。作息时间服从公司相应工作地的规定。但如为履行基于本合同项下职责的需要，则应经常出差到公司不时指定的地点。因履行其于本项合同下的职责而合理的超时工作，公司则无须支付额外的酬金。

(3) 受聘方声明及保证为签订本聘任合同向公司提供或表述的学历证书、经历、业绩、著作、承诺等是真实有效的。受聘方承诺，自本合同

Handwritten signature or initials.

A、如果在本合同有效期内，受聘方丧失履行职务的能力，或因健康不佳、非因工受伤、意外而连续或共计九十天无法履行职责，公司可以用书面给予不少于一个月的提前通知终止本合同；但如果在本段所述的通知有效期间，受聘方提供公司认为满意的医生证明文件，说明已完全恢复生理/或精神健康，并且可以合理预见该等情形不会重复，则公司须撤回该通知。

B、如果受聘方在任何时间有下列情形之一，公司可以用书面即时通知受聘方立刻终止并解除合同：

(a) 严重或故意地持续违反本合同的任何规定（或者在该违约行为可以补救的情况下，对违约行为未做出补救）；

(b) 履行本合同规定的职责时有不诚实或严重失当或故意疏忽行为；

(c) 患上精神不健全症或者根据与精神健康有关的任何法例可被认为已患病或将患病；

(d) 故意损害公司或集团内任何公司的名誉的任何行为；

(e) 因其它原因被法律禁止履行受聘方在本合同中的职责；

(f) 《中华人民共和国劳动合同法》第三十九条规定的情形；

(g) 在聘任期间拒绝执行公司向受聘方做出的合法及合理命令，或未能勤勉的履行本合同中的职责。

(h) 不正当的占有或向任何未经授权人士泄露任何机密资料，任何其它商业秘密或有关集团的组织、业务或客户的详情。

(2) 在公司可以根据第 6 条 (1) 款终止本合同前，公司有权令受聘方停职并可决定停职的时间，以及是否支付、部分支付或全部支付受聘方的薪金、福利及其他待遇，公司日后以相同或其它理由终止本合同的权利不会因此受到影响。

(3) 合同有效期间，除第 6 条之 (1) 所列情况外，提出解除合同的一方要给予另一方补偿/赔偿金。其中：

A 公司提出解除合同后，按照国家有关规定给予受聘方经济补偿金。支付经济补偿金的基数按其本人解除聘任合同前十二个月平均月度岗位工资计算。

B 受聘方提出解除合同的，须支付赔偿金；赔偿金按照未履行本合同期限累计计算，未履行合同期每满一个月，向公司支付相当于其本人解除

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聘任合同前十二个月平均月度岗位工资的赔偿金，给企业造成的损失额大于上述赔偿金数额的，公司保留向受聘方追偿的权利。

(4) 不论由于任何原因，本合同一经终止或解除，受聘方必须：

A 按公司要求，立刻辞去公司及集团内所有职位。就此不可撤回地委任公司为受聘方合法代表，以其名义并代表受聘方以签字或盖章方式签署任何有关集团的必要文件，并采取任何所需行动以使该等文件生效。但是，提出及接受上文所述的一项或多项辞呈，不可妨碍该等公司对受聘方因本合同或本合同的终止而产生的任何索偿权。

B 立即把受聘方当时占有、支配、控制或可能占有、支配、控制的所有机密资料及其它所有簿册、记录、文件、文据、材料、信用卡、通信、账目及其它有关集团或业务的财产交还公司。

C 于此后任何时间均不再宣称与公司存在任何性质的关系或联系。

(5) 不论因何原因终止或解除本合同后，受聘方 24 个月内不得在与公司有竞争关系或从事将产生竞争关系的组织任职工作或提供咨询、培训、指导等相关业务。该竞争关系组织包括但不限于：

- 一 与公司产品覆盖范围重复的企业
- 一 与公司有紧密关联业务交易的企业
- 一 与公司经营有相互竞争、约束关系的组织或企业
- 一 国外同行业相关机构

公司要求受聘方履行上述竞业限制义务时(以向受聘方发出书面要求/通知为准)，作为补偿，公司在双方终止或解除本合同后需向受聘方支付总额相当于其本人解除劳动合同前一年度年薪 50% 的竞业限制补偿金(税前)，除此之外，受聘方不再主张与此相关的其他补偿。如果受聘方在上述规定期限内违反或试图违反上述从业回避规定，受聘方需向公司双倍返还该等竞业限制补偿金。

竞业限制补偿金的支付，自双方终止或解除劳动合同之次月起，公司分 24 个月支付给受聘方，每月支付该等补偿金的 1/24。

(6) 受聘方违反第 6 条第 (4)、(5) 款及第 7 条、第 8 条规定，给公司造成潜在或现实损害的，公司有权利要求受聘方支付赔偿金，赔偿金根据损害程度按受聘方在公司工作期间最后一年度薪酬收入总额的一至三倍

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计算，公司并保留通过法律手段要求受聘方对公司造成的更大损害承担赔偿责任的权力。

7. 双方需特殊约定的其他条款

(1) 受聘方于合同期内，未经公司同意不得兼任其他单位之职务，不得参与经营或出资经营与公司业务类似之公司。

(2) 受聘方于合同期内，不得以职务之便收受馈赠或回扣（如必须接收，则应如数上缴公司）。

(3) 受聘方在任职期间，利用公司资源（时间、资料、工具及岗位便利等）所获之研究成果、著作、技术、及专利发明等，所有权归公司所有，并为公司技术秘密。

(4) 受聘方将承担因工作失误给公司造成重大经济损失之责任。

(5) 受聘方于合同期间或离职后，若有违背本合同相关规定之行为并造成公司损失的，受聘方应立即赔偿。

8. 机密资料

(1) 在聘任期间或本合同解除、终止后，不论任何时间均不可：

A 为公司或集团目的以外的其它目的，使用、取走、隐瞒或毁坏任何机密资料。

B 向任何人泄露或透露任何机密资料，但集团的高管人员或其他雇员根据其各自的职责范围必须知道该等资料者除外。

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但如果任何资料或知识由于受聘方失职以外的原因而成为公众一般可以获知或因法例或其它适用的国家规定而必须披露，则上述限制性规定不再适用。

(2) 若受聘方在聘任期间因所在集团内其它公司所提供的服务及担任的职位而可能获知该等公司的商业秘密或其它机密资料，受聘方特此同意将会按公司或该等其它公司的要求，与该等公司直接签署协议或承诺，就该等商业秘密或机密资料，在该等公司为保护其合法权益而合理要求的期

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限内，接受与本合同中所载的限制相同的限制（或依情况而选用的其它限制）。

(3) 就集团的业务、买卖、公司其它事务或集团任何客户或客户的任何买卖或事务而做出的任何摘记、备忘录、记录或文件均为并应留为集团的财产。受聘方须不时按集团要求向集团移交（或按集团指示向集团内其它公司移交）该等资料，以及无论如何均须在其从公司离职前移交。并且不可保存该等资料的副本。

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(1) 合同所规定的时限须严格予以遵守，但任何一方未能或延迟行使本合同中的任何权力、权利或救济方法，并不构成对本合同另一方义务的豁免。任何一方单独或部分行使合同中的任何权力、权利或救济方法，并不妨碍对该等权力、权利或救济方法的其它或进一步的行使，亦不妨碍该方行使所享有的任何其它权力、权利或救济方法。

(2) 本合同中规定的各项补偿可互相累加，除合同中明确约定外并不排除法律规定的任何其它补偿。

10、 可分割性

本合同之各条款均可分割。如有任何条款被任何具管辖权的法院或劳动争议仲裁机关裁定为无效或不可强制执行，概不影响对本合同其余任何条款的法律效力。

11、 通知

(1) 凡按本合同规定向受聘方发出的任何通知，可以经专人送交，或以挂号邮件寄往本合同所载的受聘方的地址。凡向公司发出的任何通知，可通过挂号邮件或留置方式送达公司的主要营业地点。

(2) 任何以邮件送出的通知，在寄出之日后第三日（不计星期日及法定假期）视为已经送达。通知函件上注明正确妥当的地址，并以预付邮资挂号邮件方式寄出，即构成送达的足够证据。

(3) 按本合同规定发出的所有通知及通信，必须以书面作出。

通知
张子明
张子明

12、 签约地及管辖权

双方如有争议，经协商、调解达不成一致的，应在规定时效期内向工作所在地劳动争议仲裁机关申请仲裁。

13、 签署与文字

本合同以中文签署，一式两份，经双方正式签署后立即生效。双方各持一份，具同等法律效力。

14、 修改

除非双方书面同意，否则本合同的任何条款不得擅自修改、变更。本合同于首页所书之日期为合同签署日期，以资为证。

Weichai Power Co., Ltd.
潍柴动力股份有限公司
(签署、盖章)



式签

(签署、盖章)

谭心亮

胡子皓