

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5097728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WEN WEIJIANG	07/13/2011
RECEIVING PARTY DATA	
Name:	ZHEJIANG HISUN PHARMACEUTICAL CO., LTD.
Street Address:	NO. 46 WAISHA ROAD
Internal Address:	JIAOJIANG DISTRICT TAIZHOU
City:	ZHEJIANG
State/Country:	CHINA
Postal Code:	318000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16070658
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<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:	617-646-8000
Email:	patents_JamesM@wolfgreenfield.com, velika.cenaj@wolfgreenfield.com
Correspondent Name:	JAMES H. MORRIS
Address Line 1:	WOLF, GREENFIELD & SACKS, P.C.
Address Line 2:	600 ATLANTIC AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	Z0133.70007US00
NAME OF SUBMITTER:	VELIKA CENAJ
SIGNATURE:	/Velika Cenaj/
DATE SIGNED:	08/15/2018
Total Attachments: 17	
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Labor Contract

Party A(Employer): _____ Address: _____

Legal representative: Bai Hua

Party B(Employee): Wen Weijiang Gender: male ID NO.: 360124198111251254

Habitual residence: NO.103,Building NO.50,Baixingjiayuan Residential quarters, Jiaojiang

Telephone NO.: 13706577301 Postal Code: 318000

Registered domicile: _____Province(city)_____District(County)_____Street(Town)

In accordance with the Labor Law of the People's Republic of China , the Law of People's Republic of China on Employment Contract and the related laws, regulations and regulations, both parties agree to conclude this Employment Agreement on the basis of equal voluntariness and negotiation, and jointly abide by the provisions listed in this contract.

1、 Article Type and Validity Term of Agreement

Article 1 The two parties choose the first type as validity term of agreement:

(1)Fixed-term: from July 14, 2011 to July 14, 2014.

(2)Uncertain term: from _____ to the termination condition is stipulated in the law or in this contract

(3)To complete a certain task for the validity term of agreement. From _____ to when the task is completed

The probation is _____ months(days), from _____ to _____;

2、 Responsibilities and Work Site

Article 2 Party B agrees with engaging in Synthetic R & D post as per Party A's business requirements. Party B could change work after negotiating with Party A.

Article 3 Party B shall fulfill the prescribed quantity of work on time and meet the required quality standards in accordance with the requirements of Party A.

Article 4 Party B agrees to work in Zhejiang arranged by Party A. The working place can be changed by consultation with both parties in accordance with the requirements of Party A.

3、 Working Hours, Rest and Vacations

Article 5 The working hours system of Party B shall be carried out according to the third articles.

(1)Standard working hours system : Party A shall require Party B to work for no more than eight hours a day and no more than 40 hours a week on the average. The Party A may extend working hours due to the requirements of its business after consultation with the trade union and Party B, but the extended working hour for a day shall generally not exceed one hour; if such extension is called for due to special reasons, the extended hours shall not exceed three hours a day under the condition that the health of Party B is guaranteed. However, the total extension in a month shall not

exceed thirty six hours.

(2)Comprehensive working hours system: Party A shall practice a working hour system under which Party B shall work for no more than eight hours a day and no more than 40 hours a week on the average.

(3)Variable interval working hours system: Under the premise of ensuring the completion of the work and the rest and vacation rights of the workers, due to the requirements of work and other reasons, working hours system can't be carried out according to standard working hours system.

Article 6 If Party A extends working hours of Party B, Party A shall pay wages if the extended hours are arranged on days of rest and no deferred rest can be taken.

Article 7 Party B has the right to have holidays and leaves during the contract period.

4、 Labor Protection, Working Condition and Occupational Hazard Protection

Article 8 Party A shall strictly implement national and local laws, regulations and administrative rules, and provide necessary labor conditions and tools for Party B. Party A shall establish and improve the standards of production process, operation rules, work procedures, labor safety and health system.

Article 9 Party A shall organize occupational health examination before and after leaving duty according to the state regulations, and providing regular health examination for Party B during the contract period.

Article 10 Party A is obliged to be responsible for the education and training of Party B in terms of political ideology, professional ethics, business technology, labor safety and health and related rules and regulations. Party B has the obligation to comply with the relevant rules and regulations of Party A, and protect itself from labor and occupational hazards.

Article 11 Party B shall have the right to refuse to operate if the management personnel of the Party A command the operation in violation of rules and regulations or force Party B to run risks in operation; Party B shall have the right to criticize, report or file charges against the acts endangering the safety of their life and health to the government department concerned.

5、 Labor Remuneration

Article 12 The wages of Party B during probation period shall not be lower than the minimum wage standard of the place where party A is located. The specific wage payment standards shall be implemented according to <Salary and Welfare Management System> of Party A.

Article 13 Party A shall pay Party B's wages in a legal form in a timely manner. Party A shall not deduct or delay the payment of Party B's salary. Party B's wages shall not be lower than the standard of the work unit's collective contract, and does not violate

the relevant minimum wage regulations of the state.

Article 14 Party A shall pay the wages of Party B in accordance with the wage standard stipulated in this contract if Party B stops producing for no more than one month not due to the cause of Party B. If more than one month, Party A shall pay the cost of subsistence for Party B according to the local minimum living standard.

Article 15 Party B's subsidies, overtime pay, salary payments and disbursement of payrolls which under special circumstances are implemented in accordance with relevant laws, regulations, regulations and rules and regulations stipulated by Party A according to law.

If there is any other agreement between the two parties, the two parties shall refer to the Article 41 of the contract.

6、 Social Insurance and Welfare

Article 16 Party A should provide the pension, medical insurance, unemployment insurance, insurance for on-the-job injuries and maternity insurance for Party B within the contract period according to the relevant government laws. Party A can deduct the payment of social insurance premiums from Party B's wages. Expatriates' salary includes the related expenses because of the policy in China.

When Party A and Party B relieve or terminate the labor contract, Party A shall handle the relevant social insurance procedures for Party B in accordance with the relevant provisions.

Article 17 The medical treatment for Party B's illness or injury not suffered at work is carried out in accordance with the relevant national and local policies.

Article 18 Party B's medical treatment of work-related injury is governed by national and local policies and regulations.

Article 19 During pregnancy, childbirth and lactation, Party B's treatments shall be implemented according to the relevant national and local reproductive insurance policies or the company's rules and regulations.

7、 Labor discipline, rule and regulation

Article 20 The rules and regulations formulated by Party A shall be publicized to Party B according to law.

Article 21 Party B shall strictly abide by the rules and regulations formulated by Party A, Party B shall complete the work task, improve the professional skills, implement the labor safety and health regulations, complying with the labor discipline and professional ethics.

Article 22 Party B shall be given administrative sanction and economic punishment until the termination of this contract if Party B violates discipline and regulations of Party A.

8、 Change, Rescission, Termination and Renewal of the labor contract

Article 23 If a significant changes in the objective situation, and causes the contract unable to be performed, the relevant contents of this contract shall be changed by

consulting between the two parties.

Article 24 The contract can be discharged by consulting between Party A and Party B.

Article 25 Party A can discharge this contract under one of the following circumstances

1. Party B is to be proved not up to the requirements for recruitment during the probation period; the requirements for recruitment are: ①excellent health, meet the requirements of <Regulations on the Management of Occupational Health Care>; ② Can be competent for the job applied for
2. Party B is seriously violate labor disciplines or the rules and regulations of Party A
3. Party B causes great losses to the Party A due to serious dereliction of duty or engagement in malpractice for selfish ends.
4. Duration of the contract, labor relationship is to be established with other employers will seriously affect the completion of the work of Party A, or Party B refuses to correct it when Party A has pointed out.
5. Concluding or altering a labor contract by way of deception or coercion, or taking advantage of the other Party A 's difficulties, to force Party A to conclude an employment contract, or to make an amendment thereto, that is contrary to that Party A's true will. Including but not limited to the following two cases: (1) false information and resume are provided to Party A; (2) Although Party B formally terminates the labor contract with the previous work unit, Party B violates the obligations of business confidentiality agreement and prohibition of business strife agreement of the previous work unit.
6. Party B is to be investigated for criminal responsibilities in accordance with the law.

Article 26 In any of the following circumstances, Party A may discharge the labor contract but a written notification shall be given to Party B 30 days in advance:

1. where Party B is unable to take up his original work or any new work arranged by Party A after the completion of his medical treatment for illness or injury not suffered at work;
2. where Party B is unqualified for his work and remains unqualified even after receiving a training or an adjustment to other work post;
3. And no agreement on modification of the contract can be reached through consultation by the parties in accordance with the Article 23 of the contract.

Article 27 Party A is under revitalization in accordance with the Enterprise Bankruptcy Law, has serious problems in production and business operation occurs, has changed products, made significant technological renovation or adjusted the form of business operation, and still needs to have reduction after the labor contract is altered; or the objective economic circumstance, on which the labor contract is based,

has altered significantly and it is unable to perform the labor contract. Party A may discharge the contract after it has explained the situation to the trade union or all of its staff and workers 30 days in advance, solicited opinions from them and reported to the labor administrative department.

Article 28 Party A shall not discharge contract with Party B in accordance with the stipulations in Article 26 and Article 27 of the contract in any of the following circumstances:

1. any worker that conducts operations exposing him to occupational disease hazards has not gone through an occupational health check before leaving his post, or is suspected of having an occupational disease and is under diagnoses or medical observation;

2. if occupational disease or occupational injury reaches the standards of state regulations, the labor contract must be terminated;

3. any worker is suffering from illness or is being injured irrelevant to his job, and the period of medical treatment as prescribed therefore has not expired;

4. any female worker is in her pregnancy, confinement or nursing period;

5. any worker has been working for Party A for exceeding 15 years continuously and is less than five years away from his legal retirement age;

6. Party B is acting as a representative of collective negotiators and executing of the duty as representative;

7. other circumstances as prescribed by laws or administrative regulations.

Article 29 Party B may notify at any time Party A of his decision to discharge the contract in any of the following circumstances, and shall be paid remunerations and social security premiums.

1. It fails to provide labor protection or work conditions as stipulated in the labor contract;

2. It fails to pay the full amount of remunerations in a timely manner;

3. It fails to pay social security premiums for the workers according to law;

4. The rules and regulations on labor formulated by the employing unit run counter to the provisions of laws, rules and regulations, and impair the rights and interests of the workers;

5. The labor contract is invalid due to the circumstance referred to Article 26 of the Labor Law of the People's Republic of China;

6. Any other circumstance as prescribed by any law or administrative regulation under which the labor contract may be discharged.

Article 30 Party B shall inform Party A in written form 30 days in advance before discharging the labor contract.

Article 31 The labor contracts shall be terminated when the term of contract has expired. Party A and Party B can renew the contracts through consultation.

Article 32 After the expiration of this contract, there is still labor relationship between the two parties. Party A shall fill in the contract or renew the labor contract with Party B in time. When the two parties do not agree on the agreement between the parties involved through consultation of the period of the contract, the term of the supplement

or renewal of the contract shall not be less than one month from the date of signing. If Party B meets the conditions for renewal of the labor contract of flexible term, Party A shall sign flexible term labor contract with him.

Article 33 The contract is terminated when a flexible term of labor contract is concluded and there is a statutory termination condition and.

9. Economic Compensations and Responsibility for Compensation

Article 34 Except for the situation of Article 25 provisions of this contract, if Party A discharges the labor contract of Party B, Party A shall pay Party B's economic compensation in accordance with the provisions of the article 47 of the Law of People's Republic of China on Employment and the relevant regulations of the local.

Article 35 Where Party B is unable to take up his original work or any new work arranged by the Party A after confirming by the labor capacity appraisal committee for illness or injury not suffered at work. Party A shall also grant a medical subsidy not less than six months' salary to Party B in addition to its implementation in accordance with the article 34 of this contract. Serious illness and disease should also be increasing fee of Medicaid, the proportion of increase fee of severe illness is not less than 50% of Medicaid, and the proportion of increase of the disease is not less than 100% of Medicaid.

Article the 36 The employing unit that discharges or terminates labor contract in violation of the conditions specified in this contract, and shall pay compensation to the worker at two times the standard of economic compensation stipulated in the Article 47 of the Law of People's Republic of China on Employment.

Article 37 Party B shall compensate Party A for the following losses arising from the termination of the labor contract by Party B:

1. direct economic losses caused by production, operation and work;
2. Other compensation charges as stipulated in this contract.

The two parties have objection to the compensation calculation for workers. Party B shall pay one month wage for unfulfilled one year, and pay one month wage for less than one year and more than six months, and pay compensation of the dissatisfaction with non performance of six months for half of one month salary according to the period of failure to fulfill the labor contract.

Article 38 Training fee and recruitment fee paid by Party A for Party B. During the period of service (including transfer to a new post), Party B shall be funded by Party A for training. When Party B is failing to up to service years in Party A, if there is a training agreement between Party A and Party B, Party B shall pay for compensation to Party A in accordance with the provisions on compensation in the training agreement, if there is no training agreement between Party A and Party B, Party B shall pay compensation for Party A in accordance with the actual training fees paid by Party A, the criterion of the compensation is declining 20% of the total amount of training fees actually paid by Party A per service year, and no compensation shall be paid if the period of service of Party B is full of five years; When the contract service life of Party A has not been completed in the first contract signed by two parties, the compensation of the recruitment fee will be paid according to the corresponding

proportion of the contract year which is failure to act.

10、 Limitation of Competition

Article 39 Once concluding secrecy agreement and the prohibition of business strife agreement with Party A, Party B has the obligation to keep confidential the business secrets and intellectual property in the service years. Within two years after the discharge or termination of the labor contract, Party B does not work for any other employer that have a competitive relationship with Party A's production or operation of similar products or engage in similar businesses, or produce or manage similar products or engage in similar businesses. **And all the inventions made by Party B during the work of Party A are service inventions, Party B promises to agree to sign all the documents related to the patent application which should be signed by Party B at the time of leaving the company or after leaving the company.**

Article 40 Party B has the duty of confidentiality during incumbency period and his demission period; Party A requires Party B to fulfill the duty of prohibition of business strife when Party A and Party B discharge or terminate the labor contract, Party A shall pay the ratio of 50% of the original salary of Party B for financial compensation monthly in the two years. When violating the agreement of limitation of competition, Party B shall pay compensation for direct economic losses of Party A. In addition, Party B shall pay a penalty for breach of contract to Party A, which the amount is two times that Party A has paid to Party B for the limitation of competition.

11、 Other matters as agreed upon by both parties

Article 41:

12、 Settlement of labor disputes

Article 42 The parties may apply for mediation to the labor dispute mediation committee of Party A for the performance of the labor disputes arising from this contract. If the parties are unwilling to mediate or failing to mediate, one of the parties shall apply for arbitration to the Jiaojiang District Labor Dispute Arbitration Commission within sixty days from the date of the labor dispute. One party may also apply for arbitration to the labor dispute arbitration committee directly, and if one party refuses to accept the arbitration result, it may file a suit in a people's court.

13、 Others

Article 43 The following (including but not limited to) special agreements and regulations, as well as the relevant rules and regulations of Party A passed through the worker's congress as annexes of this contract, have the same legal effect as this contract.

< Attendance and Vacation Management System >

< Compensation and Welfare Management System >

< Await Job Assignments and Laid-off Management System >

< Staff Performance Management System >

<Staff Training Management System>
<Employee Behavior Standardization>
< Employee Rewards and Punishment Regulations >
< Employee Probation Management System >
< Staff Particular Changes Management System>
< Employee Turnover Management System>
< Regulations on the Management of Labor Contract>
< Commitment about business secrecy, Prohibition of business strife and related transactions>
< Birth Control Contract >
< Housing Allotment Agreement, Housing Purchase Agreement and related agreements >
< Training Agreement>

Article 44 Matters not covered by this contract can be settled through consultation by the two parties, which is inconsistent with the laws and administrative regulations of the future is implemented accordance with the concerned stipulations.

Article 45 This contract has two copies, party A and Party B shall hold one copy respectively.

Article 46 Party B confirms that the listed address (family address) is the delivery address of relevant documents of labor related management. Party B shall inform Party A in writing if the above address changes, otherwise, the relevant documents of Party A can't be delivered to Party B, then Party B is responsible for all.

Party A: Zhejiang Hisun Pharmaceutical Co., Ltd. (seal)

Legal representative (agent): (signature) Bai Hua

July 13, 2011

Party B: (signature) Wen Weijiang

July 13, 2011

Note: I have well known and confirmed no objection to the articles of this contract. I promise to conscientiously perform this labor contract, abide by the laws and regulations of the state and the rules and regulations of the company, and be a qualified employee of Zhejiang Hisun Pharmaceutical Co., Ltd. I am now in the Ministry of Human Resources to get a copy of this contract.

Contract signing: Wen Weijiang

July 13, 2011

Alteration of Contract

Party A: Zhejiang Hisun Pharmaceutical Co., Ltd.

Party B: Wen Weijiang ID NO.:360124198111251254

The Party A and Party B signed the labor contract in July 13, 2011, and now, with the agreement of the two parties, the expiration date of the labor contract is changed from July 14, 2011 of the original contract to July 14, 2014.

Party A: Zhejiang Hisun Pharmaceutical Co., Ltd.

Party B: Wen Weijiang

Legal representative: Bai hua

August 31, 2011

August 31, 2011

Wujwovs

劳动合同

甲方(用人单位)名称: _____ 总部地址: _____

法定代表人(委托代理人): 白群

乙方(劳动者)姓名: 温伟江 性别: 男 居民身份证号码(或其他有效身份证件号码): 36012419811125125X

家庭住址: 椒江白姓乡园东桥103 联系电话: 13706577301 邮政编码: 318000

在椒居住地址: _____ 联系电话 _____ 邮政编码 _____

户口所在地: _____ 省(市) _____ 区(县) _____ 街道(乡镇) _____

甲乙双方根据《中华人民共和国劳动法》、《中华人民共和国合同法》等法律、法规、规章的规定, 在平等自愿、协商一致的基础上, 同意订立本劳动合同, 共同遵守本合同所列条款。

一、合同类型和期限

第一条 甲、乙双方选择以下第 1 种形式确定本合同期限:

(一) 固定期限: 自 2011 年 7 月 14 日起至 2014 年 7 月 14 日止。

(二) 无固定期限: 自 _____ 年 _____ 月 _____ 日起至法定的或本合同所约定的终止条件出现时止。

(三) 以完成一定的工作任务为期限。自 _____ 年 _____ 月 _____ 日至工作任务完成时即行终止。

其中试用期自 _____ 年 _____ 月 _____ 日至 _____ 年 _____ 月 _____ 日止, 期限为 _____ 月(天)。

二、工作内容和工作地点

第二条 根据甲方工作需要, 乙方同意从事 合成研发 岗位(工种)工作。经甲、乙双方协商同意, 可以变更工作岗位(工种)。

第三条 乙方应按照甲方的要求, 按时完成规定的工作数量, 达到规定的质量标准。

第四条 乙方同意在甲方安排的 浙江 工作地点从事工作。根据甲方的工作需要, 经甲乙双方协商同意, 可以变更工作地点。

三、工作时间和休息休假

第五条 乙方工作时间按以下第 三 条执行。

(一) 实行标准工时工作制的, 甲方安排乙方每日工作时间不超过 8 小时, 每周不超过 40 小时。甲方由于工作需要, 经与工会和乙方协商后可以延长工作时间, 一般每日不得超过一小时, 因特殊原因需要延长工作时间的, 在保障乙方身体健康的条件下, 延长工作时间每日不得超过 3 小时, 每月不得超过 36 小时。

(二) 实行综合计算工时工作制的, 平均每日工作时间不得超过 8 小时, 平均每周工作时间不得超过 40 小时。

(三) 实行不定时工作制的, 在确保生产、工作任务的完成和职工的休息休假权利的前提下, 因生产特点、工作需要等原因工作时间无法按标准工作制执行的或需机动工作的员工, 实行不定时工作制。

第六条 甲方延长乙方工作时间的, 加点和法定节假日应依法支付加班加点工资, 休息日加班应依法



PATENT

Wujing

劳动合同

甲方(用人单位)名称: _____ 总部地址: _____

法定代表人(委托代理人): 白群

乙方(劳动者)姓名: 温伟江 性别: 男 居民身份证号码(或其他有效身份证件号码): 36012419811125125X

家庭住址: 椒江白姓乡凤鸣村103 联系电话: 13706577301 邮政编码: 318000

在椒居住地址: _____ 联系电话 _____ 邮政编码 _____

户口所在地: _____ 省(市) _____ 区(县) _____ 街道(乡镇) _____

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(三) 以完成一定的工作任务为期限。自 _____ 年 _____ 月 _____ 日至工作任务完成时即行终止。

其中试用期自 _____ 年 _____ 月 _____ 日至 _____ 年 _____ 月 _____ 日止, 期限为 _____ 月(天)。

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第二条 根据甲方工作需要, 乙方同意从事 合成研发 岗位(工种)工作。经甲、乙双方协商同意, 可以变更工作岗位(工种)。

第三条 乙方应按照甲方的要求, 按时完成规定的工作数量, 达到规定的质量标准。

第四条 乙方同意在甲方安排的 浙江 工作地点从事工作。根据甲方的工作需要, 经甲乙双方协商同意, 可以变更工作地点。

三、工作时间和休息休假

第五条 乙方工作时间按以下第 三 条执行。

(一) 实行标准工时工作制的, 甲方安排乙方每日工作时间不超过 8 小时, 每周不超过 40 小时。甲方由于工作需要, 经与工会和乙方协商后可以延长工作时间, 一般每日不得超过一小时, 因特殊原因需要延长工作时间的, 在保障乙方身体健康的条件下, 延长工作时间每日不得超过 3 小时, 每月不得超过 36 小时。

(二) 实行综合计算工时工作制的, 平均每日工作时间不得超过 8 小时, 平均每周工作时间不得超过 40 小时。

(三) 实行不定时工作制的, 在确保生产、工作任务的完成和职工的休息休假权利的前提下, 因生产特点、工作需要等原因工作时间无法按标准工作制执行的或需机动工作的员工, 实行不定时工作制。

第六条 甲方延长乙方工作时间的, 加点和法定节假日应依法支付加班加点工资, 休息日加班应依法



PATENT

安排乙方同等时间补休或支付加班加点工资。

第七条 乙方在合同期内享受国家规定的各项休息、休假的权利。

四、劳动保护、劳动条件和职业危害防护

第八条 甲方应严格执行国家和地方有关劳动保护的法律、法规和规章，为乙方提供必要的劳动条件和劳动工具，建立健全生产工作流程，制定操作规程、工作规范和劳动安全卫生制度及其标准。

第九条 对乙方从事接触职业病危害的作业的，甲方应按国家有关规定组织上岗前和离岗时的职业健康检查，在合同期内应定期对乙方进行职业健康检查。

第十条 甲方有义务负责对乙方进行政治思想、职业道德、业务技术、劳动安全卫生及有关规章制度的教育和培训。乙方有义务遵守甲方有关规章制度，做好自我劳动保护和职业危害的防护。

第十一条 乙方有权拒绝甲方的违章指挥，对甲方及其管理人员漠视乙方安全健康的行为，有权提出批评并向有关部门检举控告。

五、劳动报酬

第十二条 乙方试用期的工资不低于甲方所在地的最低工资标准。具体工资发放标准按甲方的《薪酬及福利管理制度》执行。

第十三条 甲方应以法定货币形式按月及时支付乙方工资。甲方不得克扣或无故拖欠乙方薪资。甲方支付乙方的工资，应不低于本单位集体合同标准并不违反国家有关最低工资的规定。

第十四条 非因乙方原因造成甲方停工、停产、歇业，未超过一个月的，甲方应按本合同约定的工资标准支付乙方工资；超过一个月，未安排乙方工作的，甲方应按不低于当地最低生活费标准支付乙方停工生活费。

第十五条 乙方的津贴、补贴、加班加点工资，以及特殊情况下的工资支付等，均按相关法律、法规、规章、政策以及甲方依法制定的规章制度执行。

甲乙双方对薪酬若有其他约定，则详见本合同的第四十一条。

六、社会保险和福利待遇

第十六条 甲方应按国家和地方有关社会保险的法律、法规和政策规定为乙方缴纳养老、医疗、失业、工伤、生育保险费用；社会保险费个人缴纳部分，甲方可从乙方工资中代扣代缴。外籍人员受政策限制无法在国内参保，费用已在薪酬中体现。

甲乙双方解除、终止劳动合同时，甲方应按有关规定为乙方办理社会保险相关手续。

第十七条 乙方患病或非因工负伤的医疗待遇按照国家 and 地方有关政策规定执行。

第十八条 乙方工伤待遇按国家和地方有关政策法规执行。

第十九条 乙方在孕期、产期、哺乳期等各项待遇，按国家和地方有关生育保险政策规定及公司的规章制度执行。

七、劳动纪律和规章制度

第二十条 甲方依法制定的各项规章制度应向乙方公示。

第二十一条 乙方应严格遵守甲方制定的规章制度、完成劳动任务，提高职业技能，执行劳动安全卫生规程，遵守劳动纪律和职业道德。

第二十二条 乙方违反劳动纪律和甲方的规章制度，甲方可依据本单位规章制度，给予相应的行政处理、行政处分、经济处罚等，直至解除本合同。

八、劳动合同的变更、解除、终止、续订

第二十三条 订立本合同所依据的客观情况发生重大变化，致使本合同无法履行的，经甲乙双方协商同意，可以变更本合同相关内容。

第二十四条 经甲乙双方协商一致，本合同可以解除。

第二十五条 乙方有下列情形之一的，甲方可以解除本合同。

1. 在试用期间，被证明不符合录用条件的；录用条件为：① 身体健康，符合《职业健康监护管理规定》； ② 能胜任应聘岗位的工作；

2. 严重违反劳动纪律或甲方规章制度的；

3. 严重失职、营私舞弊，对甲方利益造成重大损害的；

4. 同时与其他用人单位建立劳动关系，对完成甲方工作任务造成严重影响，或者经甲方提出，拒不改正的；

5. 以欺诈、胁迫的手段或乘人之危，使甲方在违背真实意思的情况下订立或者变更劳动合同的。包括但不限于下列两种情况：(1) 提供给甲方的资料及履历等存在虚假情况；(2) 乙方虽已与原单位正式解除劳动合同，但到甲方工作违反原单位商业保密、竞业禁止的义务的；

6. 被依法追究刑事责任的。

第二十六条 下列情形之一，甲方可以解除本合同，但应提前三十日以书面形式通知乙方本人：

1. 乙方患病或非因工负伤，医疗期满后，不能从事原工作也不能从事甲方另行安排的工作的；

2. 乙方不能胜任工作。经过培训或者调整工作岗位，仍不能胜任工作的；

3. 双方不能依据本合同第二十三条规定就变更合同达成协议的。

第二十七条 甲方依照企业破产法规定进行重整的；或者生产经营发生严重困难的；或者企业转产、重大技术革新或者经营方式调整，经变更劳动合同后，仍需裁减人员的；或者其他因劳动合同订立时所依据的客观经济情况发生重大变化，致使劳动合同无法履行的，经提前三十日向工会或者全体职工说明情况，听取工会或者职工的意见，并向劳动保障行政部门报告后，可以解除本合同。

第二十八条 乙方有下列情形之一的，甲方不得依据本合同第二十六条、第二十七条终止或解除本合同：

1. 从事接触职业病危害作业未进行离岗前职业健康检查或者疑似职业病人在诊断或者医学观察期间的；

2. 患职业病或因工负伤达到国家规定不得终止解除劳动合同等级的；



3. 患病或非因工负伤，在规定的医疗期内的；
4. 女职工在孕期、产期、哺乳期内的；
5. 在甲方连续工作满十五年，且距法定退休年龄不足五年的；
6. 担任集体协商代表在履行代表职责的；
7. 符合法律法规、规定其他情况的。

第二十九条 有下列情形之一的，乙方可以随时通知甲方解除本合同，甲方应当支付乙方相应的劳动报酬并依法缴纳社会保险。

1. 用人单位未按照劳动合同约定提供劳动保护或者劳动条件的；
2. 用人单位未及时足额支付劳动报酬的；
3. 用人单位未依法为劳动者缴纳社会保险费的；
4. 用人单位的规章制度违反法律、法规的规定，损害劳动者权益的；
5. 用人单位因《劳动合同法》第二十六条规定的情形致使劳动合同无效的；
6. 法律、行政法规规定劳动者可以解除劳动合同的其他情形。

第三十条 乙方解除劳动合同，应当提前三十日以书面形式通知甲方。

第三十一条 本合同到期，劳动合同即行终止。甲乙双方经协商同意，可以续订劳动合同。

第三十二条 本合同期满后，双方仍存在劳动关系的，甲方应与乙方及时补签或续订劳动合同，双方就合同期限协商不一致时，补签或续订的合同期限应从签字之日起不得少于1月。乙方符合续订无固定期限劳动合同条件的，甲方应与其签订无固定期限劳动合同。

第三十三条 订立无固定期限劳动合同的，出现法定终止条件，本合同终止。

九、经济补偿和赔偿

第三十四条 甲方解除乙方劳动合同，除本合同第二十五条规定情形外，甲方应按《劳动合同法》第四十七条的规定和地方有关规定支付乙方经济补偿金。

第三十五条 乙方患病或者非因工负伤，经劳动能力鉴定委员会确认不能从事原工作，也不能从事甲方另行安排的工作而解除本合同的，甲方除按本合同第三十四条执行外，还应发给乙方不低于六个月工资的医疗补助费。患重病和绝症的还应增加医疗补助费，患重病的增加部分不低于医疗补助费的百分之五十，患绝症的增加部分不低于医疗补助费的百分之一百。

第三十六条 用人单位违反规定解除或者终止劳动合同的，应当依照《劳动合同法》第四十七条规定的经济补偿标准的二倍向劳动者支付赔偿金。

第三十七条 因乙方的原因解除劳动合同的，对甲方造成损失的，乙方应赔偿甲方下列损失：

1. 对生产、经营和工作造成的直接经济损失；
2. 本合同约定的其他赔偿费用。

双方对职工赔偿计算有异议，可按职工劳动合同未履行的期限，每满未履行1年赔偿1个月工资；

不满1年不满6个月赔偿1个月工资；不满未履行6个月赔偿半个月工资。

第三十八条 甲方为其支付的培训费和招收录用费；乙方在职期间（含转岗）由甲方出资进行培训后，在甲方未服务年限的，如果甲乙双方订有培训协议，乙方应按培训协议中关于赔偿的规定向甲方支付赔偿金；未订立培训协议的，由甲方按照实际支付的培训费，计收赔偿金，其标准按每服务一年递减实际支付的培训费总额的20%计算，满五年的，不收赔偿金；招收录用费，在甲方工作未服务第一次签订的合同服务年限的，赔偿金按未履行合同年限相应比例的招收录用费。

十、竞业限制

第三十九条 与甲方订立保密协议与竞业禁止的乙方，负有对在甲方工作期间知悉的商业秘密和知识产权相关的保密事项进行保密的义务。在解除和终止劳动合同后两年内，乙方不得到与甲方生产或者经营同类产品、从事同类业务的有竞争关系的其他用人单位，或者自己开业生产或者经营同类产品、从事同类业务。乙方在甲方工作期间所做的发明均属职务发明，乙方承诺在离职时或离职后同意签署需乙方签名的所有与专利申请相关的文件。

第四十条 乙方在甲方工作期间及离职后均有保密义务；甲乙双方在解除或终止劳动合同时，甲方要求乙方履行竞业禁止义务的，则在解除或终止劳动合同后的两年内，甲方按照乙方原工资的50%的比例按月支付经济补偿，乙方违反竞争竞业限制约定的，除赔偿因此给甲方带来的直接经济损失以外，还应当向甲方支付违约金，数额为甲方已经支付给乙方竞业限制补偿数额的两倍。

十一、双方约定的其他事项

第四十一条：

十二、劳动争议处理

第四十二条 因履行本合同发生的劳动争议，当事人可以向本单位劳动争议调解委员会申请调解；不愿调解或调解不成，当事人一方要求仲裁的，应当自劳动争议发生之日起六十日内向搬江区劳动争议仲裁委员会申请仲裁。当事人一方也可以直接向劳动争议仲裁委员会申请仲裁，对仲裁裁决不服的，可以向人民法院提起诉讼。

十三、其他

第四十三条 以下（包括但不限于）专项协议和规章制度以及甲方以后通过职工代表大会通过的出台的相关规章制度作为本合同的附件，与本合同具有同等法律效力。

- 《考勤及休假管理制度》
- 《薪酬及福利管理制度》
- 《员工待岗下岗管理制度》
- 《员工绩效管理制度》
- 《员工培训管理制度》
- 《员工行为规范》
- 《员工奖惩制度》
- 《员工试用期管理制度》
- 《员工异动管理制度》
- 《员工离职管理制度》
- 《劳动合同管理规定》
- 《关于商业保密、竞业禁止及关联交易的承诺》
- 《计划生育合同》
- 《分房协议》、《购房补助协议》及相关协议
- 《培训协议》

第四十四条 本合同未尽事宜，双方可另协商解决；与今后国家法律，行政法规等不一致的，按有关规定执行。

第四十五条 本合同一式两份，甲乙双方各执一份。

第四十六条 乙方确定上列地址（家庭地址）为劳动关系管理相关文件、文书的送达地址，如以上地址发生变化，乙方应书面告知甲方，否则，由此造成甲方相关文件、文书无法送达的，责任由乙方自负。

甲方：浙江海正药业股份有限公司(盖章)

法定代表人(委托代理人)(签名)



乙方：(签名)

白伟

2011年 7 月 13 日

2011年 7 月 13 日

备注：本人对本合同条款已熟知并确认无异议，承诺将认真履行本劳动合同，遵守国家的法律法规和公司的各项规章制度，做一名合格的海正员工。现本人到人力资源部领到本合同一份。

劳动合同签收人：

白伟

2011年 7 月 13 日

合同变更协议

Wop Wop

甲方：浙江海正药业股份有限公司

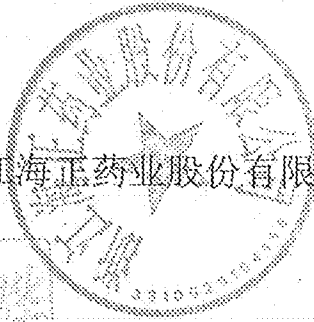
乙方：温伟江 身份证号码：360124198111251254

甲乙双方于 2011年 07 月 13 日签订了劳动合同，现经双方协商一致，
将劳动合同到期日由原合同 2014年 07 月 14 日变更为 2016年 07 月 14 日。

甲方：浙江海正药业股份有限公司

乙方：温伟江

代表人：



2011年 08 月 31 日

2011年 8 月 31 日