

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5860682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYEE AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
XIANGSEN KONG	09/28/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HANGZHOU AGS MEDTECH CO.,LTD.
<b>Street Address:</b>	BUILDING 6, NO.597, KANGXIN ROAD, YUHANG DISTRICT
<b>City:</b>	HANGZHOU
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	311106
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16609794
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	19175283802
<b>Email:</b>	docketing@metis-ip.com
<b>Correspondent Name:</b>	YANGZHOU DU
<b>Address Line 1:</b>	PO BOX 423
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22101
<b>ATTORNEY DOCKET NUMBER:</b>	20753-0001US00
<b>NAME OF SUBMITTER:</b>	YANGZHOU DU
<b>SIGNATURE:</b>	/Yangzhou Du/
<b>DATE SIGNED:</b>	12/11/2019
<b>Total Attachments: 21</b>	
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CERTIFICATION

This is to certify that the attached English translation is, to my best knowledge, a true and accurate translation of Labor Contract and the Non-Disclosure Agreement.

Respectfully submitted.

Date: 2019/12/09

By: 沈雪强



# Employment Contract

Party A ("Employer"): Hangzhou AGS MedTech Co., Ltd. Party B ("Employee"): Kong Xiangsen Gender: Male  
Building 6, Innovation Technology Park, 597 Kangxin Road,  
Mailing address: Qianjiang Economic Development Zone, Hangzhou ID card No.: 411481198510143479  
Legal representative (or person in charge): Zhang Cheng ID card address: No. 022, Kongzhuang Group, Chenlou Village, Xuehu  
Town, Yongcheng City, Henan Province  
Contact Tel.: 13116715312

In accordance with the *Labor Law of the People's Republic of China*, the *Labor Contract Law of the People's Republic of China* and other applicable laws, regulations and rules, Party A and Party B, on the basis of equality, free will, and friendly negotiation, agree to enter into this employment contract (this "Contract") on matters concerning the establishment of employment relationship between the parties and their respective rights and obligations, for joint compliance, and confirm that this Contract serves as the basis for dispute resolution.

## Chapter I Type and Term of the Employment Contract

Article 1 The type of this Contract selected by Party A and Party B is A.

A. Contract with a fixed term: commencing on September 1, 2015 and ending on August 31, 2020.

B. Contract without a fixed term: commencing on      /      (MM/DD/YY) and ending on the date when the statutory conditions for rescission or termination of this Contract occur.

Article 2 The probationary period agreed herein commences on September 1, 2015 and ends on November 30, 2015.

Article 3 During the probationary period, Party A shall conduct a comprehensive assessment of Party B. Where Party A believes that Party B is not fully qualified for employment, Party A may extend the probationary period appropriately, up to a maximum of six months. Where Party A believes that Party B is unqualified for employment, it may terminate the probationary period, this Contract shall be terminated immediately, and Party B shall promptly go through the procedures for handover upon separation.

## Chapter II Job Content, Work Location and Requirements

Article 4 Party B's position: Product Engineer, work location: Hangzhou.

Article 5 Party B shall carefully perform his responsibilities assigned by Party A, and complete his work on time with required quality and quantity; Party B shall not work part time with other employers without the permission of Party A.

Article 6 Where Party A needs to adjust Party B's position and remuneration based on Party B's major, expertise, work ability and performance due to Party A's production and work needs, the parties shall reach an agreement through negotiation in principle, except for the following circumstances:

- A. Where Party A needs to transfer Party B to another position due to production and operation services, the adjustment of industrial or product structure, or changes in process regulations, organizational setup, etc., Party B shall accept such transfer.
- B. Party A may temporarily arrange for Party B to work at another position based on the needs of production and operation services, with the period of work being determined by the parties through negotiation.
- C. Party B cannot meet the indicators for production service, work quality, output, etc. due to factors such as skills and health, and is incompetent for his job.

## Chapter III Working Hours, Rest, and Vacations

Article 7 Party B's working hours shall be determined according to Item A below:

A. Standard working hours system; B. Flexible working hours system; C. Comprehensive working hours system.

Article 8 If Party A arranges for Party B to extend the working hours or to work overtime on holidays due to work needs, Party A shall pay overtime pay as required to guarantee Party B's legitimate rights and interests.

Article 9 Party B's overtime work must be confirmed and approved by Party A in writing. Otherwise, Party B shall not be deemed to have worked overtime.

## Chapter IV Remuneration and Payment Method and Time

Article 10 Party B is entitled to the corresponding remuneration after he is on duty punctually and contributes normal effort. The basic salary payable to Party B for the normal work provided within the legal working hours during the probationary period is RMB 2,200 per month; upon expiration of the probationary period, his basic salary is RMB 2,500 per month.

Article 11 Party A shall pay Party B's salary for the previous month in the form of currency on the 15th day of each month.

Article 12 Party A is entitled to adjust Party B's salaries and benefits according to Party A's production and operating condition, the changes in Party B's position, and the measures for the distribution of remuneration formulated according to law. If Party B is transferred to another position due to being incompetent for his job, his salary will be adjusted properly based on the adjusted position, and Party B shall accept such adjustment.

Article 13 Where Party A arranges for Party B to extend the working hours or to work on rest days or statutory holidays, it shall arrange compensatory time



off for Party B or pay Party B the corresponding remuneration according to law.

## **Chapter V Social Insurance and Benefits**

Article 14 Party A and Party B must participate in social insurance according to law, and pay social insurance premiums on a monthly basis. The portion of social insurance premiums payable by Party B shall be withheld and paid by Party A from Party B's salary.

Article 15 Where Party B suffers from an illness or a non-work-related injury, his sick pay, illness relief cost, and medical treatment shall be subject to relevant provisions of the State and the place where Party B works.

Article 16 Where Party B suffers from an occupational disease or a work-related injury, his salaries and medical treatment shall be subject to relevant provisions of the State and the place where Party B works.

Article 17 Party B is entitled to the corresponding benefits according to law.

## **Chapter VI Rules, Regulations, and Labor Disciplines**

Article 18 Party B shall consciously abide by Chinese laws, regulations, and rules, social morality, and professional ethics and safeguard the reputation and interests of Party A.

Article 19 Party A shall establish and improve various rules and regulations according to law, and shall promptly publicize or inform its employees of the rules and regulations formulated or modified by it, and Party B shall strictly abide by such rules and regulations.

Article 20 Party B shall not engage in a second job or activity that is in conflict with Party A's interests, and shall keep confidential Party A's trade secrets and intellectual property rights.

Article 21 Where Party B violates labor disciplines or rules and regulations of Party A, Party A is entitled to impose disciplinary actions and economic penalties on Party B in accordance with the regulations of the State and Party A's regulations, including and up to termination of this Contract through notice to Party B.

## **Chapter VII Labor Protection, Working Conditions and Protection Against and Prevention of Occupational Hazards**

Article 22 Party A shall establish and improve its production technology process, standard operating procedures, work specifications, and labor safety and health systems and standards. Party A shall perform the obligation of informing Party B of any position that may be exposed to occupational disease hazards, and take measures to prevent occupational hazards during work. Party B shall strictly abide by relevant operational procedures and safety systems.

Article 23 Party A shall provide Party B with working conditions and a safe and hygienic working environment in compliance with the regulations of the State, and provide Party B with personal protective equipment ("PPE") in accordance with the characteristics of Party A's production and operation and relevant regulations. Party B shall wear such PPE in strict accordance with requirements.

Article 24 Party A shall provide Party B with necessary education and training on such aspects as occupational technology, safety and health, rules and regulations and Party B shall seriously participate in various necessary education and training organized by Party A.

## **Chapter VIII Modification, Rescission and Termination of the Employment Contract**

Article 25 In case of changes in the applicable laws, administrative regulations, and rules on which this Contract is based at the time of conclusion, the relevant terms of this Contract shall be modified.

Article 26 Where the objective circumstance, on which this Contract is based, has changed significantly and renders it impossible to perform this Contract, the parties may modify the relevant terms of this Contract or rescind this Contract upon mutual agreement.

Article 27 If Party B is proven to be unable to meet Party A's standards or conditions for employment during the probationary period, Party A may rescind this Contract.

Article 28 Party B may rescind this Contract under any of the following circumstances:

- A. Party B submits his resignation to Party A no less than 3 days in advance during the probationary period.
- B. Party B submits his resignation to Party A 30 days in advance.
- C. Other circumstances as stipulated by laws and regulations.

Article 29 Where Party B falls under any of the following circumstances, Party A may immediately rescind this Contract without making economic compensation:

- A. Party B fails to start to work within 15 days upon conclusion of this Contract, unless otherwise agreed upon by the parties.



- B. Party A is unable to go through the procedures for employment and payment of social insurance premiums due to Party B's failure to provide relevant information of his employment within 30 days.
- C. Party B is found to have provided false personal information to Party A at the time of applying for employment, including but not limited to, false or forged certificate of separation, identity certificate, certificate of household registration, certificate of academic qualification, and certificate of medical examination; when applying for employment, Party B fails to state the fact that he had a mental disorder, infectious disease or any other disease that seriously affects work before applying for employment; when applying for employment, Party B fails to state the fact that he received any serious punishment by any of his former employers such as recording of demerit, placement on probation, dismissal, or removal, or had notorious records such as drug use before applying for employment; or when applying for employment, Party B fails to state the fact that he underwent education through labor, was detained, or was investigated for criminal liabilities according to law before applying for employment.
- D. Party B seriously violates Party A's labor disciplines, employee handbook, rules, or regulations.
- E. Party B commits serious dereliction of duty or malpractice, thereby causing significant loss of not less than RMB 3,000 to Party A.
- F. Party B who is a driver has his certificate or license for operation revoked or invalidated for not less than 15 days, or encounters a driving (passenger injury) death accident in which Party B assumes at least the equal responsibility or a major driving (passenger injury) accident in which Party B assumes at least secondary responsibility, or causes property damage of more than RMB 30,000 for his own reasons, in which case Party A may rescind this Contract at any time.
- G. Party B who is a special operator works against rules or regulations or causes any property loss accident (the loss is more than RMB 3,000) for his own reasons, in which case, Party A may rescind this Contract at any time in addition to imposing economic penalty or punishment on Party B.
- H. Party B simultaneously enters an employment relationship with another employer and thus seriously affects his completion of the tasks of Party A (the loss is more than RMB 3,000), or Party B refuses to make correction after Party A points out the problem.
- I. Party B employs the means of deception or coercion or takes advantage of Party A's difficulties to force Party A to conclude or modify the Contract, which is contrary to its will, making this Contract invalid.
- J. Party B is held criminally liable, reeducated through labor, or detained by public security organs for education.
- K. Party B who is a manager at any level commits mismanagement, abuses his power, fails to choose the right person for the job, lacks insight, or makes slack supervision, thereby resulting in inefficient work or unfulfilled work objectives, and causing loss to Party A or abusing his power to seek personal gain.
- L. Party B resists the work order or work arrangement of the management personnel at the upper level without good cause, does not obey the assignment, transfer, or command by Party A without good cause; Party B intimidates or insults the person in charge of the company, the department head or other employees of Party A and their family members.
- M. Party B commits any act that is in conflict with Party A's interests, for example, Party B or his family members or relatives operate an economic entity engaging in the business in competition with that of Party A, Party B colludes with his family members or relatives and provides operating information and customer information to his family members or relatives; Party B works part time with other enterprises, institutions, or social groups producing or operating similar products or providing similar services as those of Party A or manufactures or operates the similar products or business in competition with those of Party A.
- N. Party B violates the relevant national, provincial, or municipal regulations on family planning.
- O. Other circumstances stipulated by laws and regulations.

Article 30 Under any of the following circumstances, Party A may rescind this Contract and dismiss Party B by serving a 30 days' written notice on Party B:

- A. Party B suffers from an illness or a non-work-related injury, which prevents him from resuming the original job and assuming any other job arranged by Party A after the expiry of specified medical treatment period.
- B. Party B is incompetent for his job, and remains incompetent after being trained or transferred to another position.
- C. The objective circumstance, on which this Contract is based, has changed significantly and renders it impossible to perform this Contract, and no agreement on changing the contents of this Contract is reached after negotiation by the parties.
- D. This Contract cannot be performed due to major changes in the objective circumstances of Party A such as merger, division, joint venture, transformation (restructuring), change of products, technological innovation, adjustment of business modes, relocation for prevention and control of pollution, or the cancellation of production project and position of Party B.
- E. Party A encounters serious difficulties in production and operation.



F. The parties cannot reach an agreement on the changes in accordance with the provisions of Article 26 hereof.

Article 31 Under any of the following circumstances, this Contract shall be terminated:

- A. The term of this Contract has expired.
- B. Party B has begun to enjoy the basic pension insurance treatment according to law.
- C. Party B is deceased or is declared dead or missing by a people's court.
- D. Party A is declared bankrupt, has its business license revoked, is ordered to close down or canceled, or makes a decision to liquidate its business ahead of the schedule.
- E. Other circumstances stipulated by laws and administrative regulations.

Article 32 If Party B falls under any of the following circumstances, Party A shall not rescind this Contract under Article 29 hereof:

- A. Party B engages in operations exposing him to occupational disease hazards and has not undergone an occupational health checkup before leaving his position, or is suspected of having an occupational disease and is under diagnosis or medical observation.
- B. Party B suffers from an occupational disease or a work-related injury and is identified to have lost or partially lost his capacity to work.
- C. Party B suffers from an illness or a non-work-related injury and the prescribed medical treatment period has not expired.
- D. Party B is a female who is in her pregnancy, confinement, or nursing period.
- E. Party B has been working for Party A continuously for not less than 15 years and is less than 5 years away from his legal retirement age.
- F. Other circumstances stipulated by laws and regulations.

Article 33 Under any of the following circumstances, this Contract shall be automatically terminated:

- A. The term of this Contract has expired and the parties fail to reach an agreement on the renewal of this Contract under the same working conditions.
- B. The conditions for the termination of this Contract as agreed upon by the parties occur, for example, Party B has been confirmed to have completed a specific task.
- C. Party A is bankrupt, dissolved, has its business license revoked, is ordered to close down or canceled.
- D. Party B has begun to enjoy the basic pension insurance treatment, or has reached the legal retirement age, or is declared dead or missing.
- E. Party B is unable to perform his obligations hereunder for the time being, but is able and willing to perform these obligations thereafter, including but not limited to the circumstances where Party B is unable to perform obligations hereunder for more than 15 days because Party B's personal freedom is restricted by the public security, state security, or judicial organs for being suspected of violating the law or committing a crime, Party B is released from the regular work for study and further education, or Party B is executing missions assigned by the competent authorities in the public interest.
- F. Other circumstances stipulated by laws and regulations.

Article 34 Upon expiration of this Contract or occurrence of the agreed conditions for the termination of this Contract, where Party B falls under any of the circumstances as specified in Article 32 but does not fall under the circumstances as specified in Article 29, this Contract shall be postponed until the corresponding circumstance disappears.

## **Chapter IX Obligations upon Rescission or Termination of the Contract**

Article 35 Upon rescission or termination of this Contract, Party B shall perform the following obligations:

- A. Handing over his work to the person designated by Party A.
- B. Returning the tangible or intangible assets of Party A occupied by him such as office supplies, documents, and equipment.
- C. Completely transferring to Party A any carrier containing Party A's important information.
- D. Assisting Party A in settling the creditor's rights and debts between the parties.
- E. Completing the procedure for transfer upon separation prescribed by Party A and going through the relevant separation procedures.
- F. Other obligations: dealing with other affairs that should be completed but have not been completed.

Article 36 Upon rescission or termination of this Contract, Party A shall perform the following obligations:

- A. Going through the procedures for the termination of employment relationship for Party B.
- B. Going through the procedures for transferring or blocking the social insurance and housing provident fund accounts for Party B within 15 days of termination of the employment relationship.
- C. Truthfully issuing a work resume or performance certificate of Party B in a timely manner at Party B's request.

Article 37 Where Party B leaves without permission, or his whereabouts are unknown, or Party B fails to fulfill the obligations stipulated in Article 35 and



Article 41, resulting in Party A's failure to handle or delay in handling the procedures related to Party B's separation, Party B hereby irrevocably acknowledges his fault and will assume the corresponding responsibility.

**Chapter X Economic Compensation and Damages**

Article 38 Where Party B fails to submit his resignation to Party A 30 days in advance or otherwise leaves the company without permission, Party A shall pay Party B the salary for the month after Party B completes the handover procedures.

Article 39 Except for the rescission of this Contract under Article 29 hereof, where Party A is required to pay economic compensation in accordance with the Labor Contract Law, it shall pay Party B the economic compensation under the standards prescribed by the law.

Article 40 Where Party B owes any amount to Party A, or Party B rescinds this Contract in breach of the agreed conditions and thus causes any economic loss to Party A, as for Party B's liability for damages prescribed by applicable laws and regulations and this Contract, Party A is entitled to deduct the relevant amount from (including not limited to) Party B's salaries, bonuses, allowances, and subsidies, provided that such deduction shall not violate the provisions of the applicable laws, and Party A is entitled to further claim compensation for the insufficient portion, if any, from Party B.

**Chapter XI Training Service Period and Non-competition**

Article 41 Where Party B receives patented technology training funded by Party A during the term of this Contract and the parties reach an agreement on the service period, if Party B terminates this Contract in advance in breach of this Article, he shall reimburse Party A for the training expenses. If part of the service period has been fulfilled, Party B shall reimburse the training expenses attributable to the unfulfilled part of the service period.

Article 42 The parties may sign a Training Agreement separately, stipulating the specific service period and compensation standards, and perform it.

Article 43 Party B is obligated to keep confidential the trade secrets that Party B has access to or is aware of during his employment with Party A and that are owned by Party A or that are owned by a third party but Party A is obliged to keep confidential during Party B's employment with Party A and after his separation, and the parties may separately sign a Non-Disclosure Agreement.

**Chapter XII Resolution of Labor Disputes**

Article 44 In case of any dispute arising out of or in connection with this Contract, either party may submit such dispute to the labor arbitration commission of the place where Party A is located for arbitration or file a lawsuit with the people's court of the place where Party A is located for settlement.

**Chapter XIII Miscellaneous**

Article 45 Party A's rules and regulations (including but not limited to employee handbook, job responsibilities, training agreement, non-disclosure agreement, and safety standards) constitute the main annexes to this Contract, and are equally authentic as the terms hereof.

Article 46 In case of any conflict or discrepancy between this Contract and applicable laws or regulations, the existing laws and regulations in force shall prevail.

Article 47 Where the parties otherwise agree upon the matters not covered herein, such agreement shall prevail; if there is no such agreement, the applicable laws, regulations, and rules shall apply.

Article 48 Any Employment Contract signed by the parties prior to the execution of this Contract shall automatically become null and void from the date of signing this Contract. In case of any discrepancy between any other relevant agreement signed previously (including but not limited to the Non-Disclosure Agreement, Training Agreement, and Non-competition Agreement) and this Contract, the latter shall prevail.

Article 49 Party B agrees that, in case of communication difficulties (including but not limited to Party B's being hospitalized due to illness and loss of personal freedom), Party B appoints the "emergency contact person" first set forth above as his entrusted person who has the authority to accept settlement and mediation, receive and sign the relevant instruments on behalf of Party B.

Article 50 Party A and Party B agree otherwise as follows:

- A. If Party B's personal household registration is affiliated to Party A's collective household registration with the help of Party A, regarding the file and household registration affiliation fees paid by Party A in advance, Party B must pay Party A relevant fees for the months in which Party B does not provide services pro rata prior to his separation.
- B. Party B guarantees that he has no employment relationship with other employers before signing this Contract with Party A. If Party A is held jointly and severally liable for damages as a result thereof, Party A is entitled to claim full compensation from Party B.
- C. \_\_\_\_\_ / \_\_\_\_\_



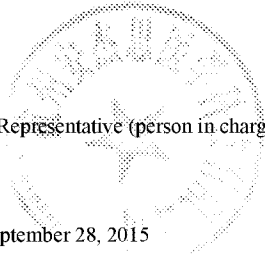


Article 51 This Contract may be executed in two counterparts, with each party holding one counterpart.

**Party A (Seal):**

Signature of Legal Representative (person in charge):

Date of Signing: September 28, 2015



**Party B (Signature):**

Date of Signing: September 28, 2015



编号: 1343

# 劳动合同书

甲方(用人单位)名称: 杭州爱杰思医学科技有限公司 乙方(劳动者)姓名: 孔祥森 性别: 男  
 通讯地址: 杭州市钱江经济开发区康桥路597号创新科技园6楼 居民身份证号码: 411481198510143479  
 法定代表人(或主要负责人): 张承 身份证住址: 河南省永城市薛湖镇陈楼村南孔庄022号  
 联系电话: 131/6715312

甲乙双方就劳动关系的建立及权利义务等事宜,根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》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,并确认合同为解决争议时的依据。

## 第一章 劳动合同类型及期限

第一条,甲乙双方选择合同类型为 A。

A、固定期限:自 2015 年 9 月 1 日起至 2020 年 8 月 31 日止。

B、无固定期限:自      年      月      日起至法定的解除或终止合同的条件出现时止。

第二条,本合同约定试用期,试用期自 2015 年 9 月 1 日起至 2015 年 11 月 30 日止。

第三条,在试用期内,甲方对乙方进行全面考核,如甲方认为乙方不完全符合录用条件,可以适当延长试用期,但延长期不得超过六个月,如甲方认为乙方不符合录用条件,可终止试用,本合同即告终止,乙方应及时办理离职交接。

## 第二章 工作内容、工作地点及要求

第四条,乙方的工作岗位: 高级工程师, 工作地点: 杭州。

第五条,乙方应认真履行甲方指定的岗位职责,按时、按质按量完成其本职工作;未经甲方允许,乙方不得在其他单位兼职。

第六条,甲方因生产和工作需要,根据乙方的专业、特长、工作能力和表现,需调整乙方工作岗位及其工作报酬的,原则上应协商一致,但以下情况除外:

A、甲方因生产经营服务需要,产业、产品结构调整及工艺规程、组织机构设置等情况发生变化需调动乙方工作岗位时,乙方应予以接受;

B、甲方确因生产经营服务需要,可以临时安排乙方从事其他岗位工作,工作限期由双方协商确定;

C、乙方因技能、身体等因素达不到生产服务、工作质量、产量等指标,不能胜任工作的。

## 第三章 工作时间和休息休假

第七条,按下列第 A 项确定乙方的工作时间:

A、标准工时制; B、不定时工时制; C、综合工时制。

第八条,甲方因工作需要安排乙方延长工作时间或节假日加班加点的,甲方按规定支付加班加点的报酬,以保证乙方合法权益。

第九条,乙方加班须征得甲方书面确认及同意,否则,不视为加班。

## 第四章 劳动报酬及支付方式与时间

第十条,乙方在正常出勤并付出正常劳动后,有权获得相应的劳动报酬,乙方试用期间法定工作时间内提供正常劳动的基本工资为 2200 元/月;试用期满后基本工资为 2500 元/月。

第十一条,甲方的工资在每月 15 日以货币形式支付乙方上月工资。

第十二条,甲方有权根据其生产经营状况、乙方工作岗位的变更和依法制定的劳动报酬分配办法调整乙方的工资待遇;因劳动者不能胜任工作被调整工作岗位的,工资会按照调整的岗位适当地调整,乙方应予以接受。

第十三条,甲方安排乙方延长工作时间或休息日、法定休假日工作的,应当依法安排乙方补休或支付相应劳动报酬。

## 第五章 社会保险和福利待遇

第十四条,甲、乙双方必须依法参加社会保险,按月缴纳社会保险费。乙方缴纳部分,由甲方在乙方工资中代为扣缴。

第十五条,乙方患病或非因工负伤,其病假工资、疾病救济费和医疗待遇按照国家和工作所在地有关规定执行。

第十六条,乙方患职业病或因工负伤的工资和医疗保险待遇按国家和工作所在地有关规定执行。

第十七条,乙方依法享受的相应福利待遇。



## 第六章 规章制度与劳动纪律

第十八条,乙方自觉遵守国家的法律法规、规章和社会公德、职业道德,维护甲方的声誉和利益。

第十九条,甲方依法建立和完善各项规章制度,甲方应将制定、变更的规章制度及时进行公示或者告知员工,乙方应严格遵守。

第二十条,乙方不得从事其他任何与甲方利益冲突的第二职业或活动,并保守甲方的商业秘密和知识产权。

第二十一条,乙方违反劳动纪律和规章制度的,甲方有权按国家和本单位的决定,对乙方给予纪律处分和经济处罚,直至通知解除劳动合同。

## 第七章 劳动保护、劳动条件和职业危害防护

第二十二条,甲方建立健全生产工艺流程、操作规程、工作规范和劳动安全卫生制度及其标准,甲方对可能产生职业病危害的岗位,对乙方履行告知义务,并做好劳动过程中职业危害的预防工作,乙方应当严格遵守相关操作流程与安全制度。

第二十三条,甲方为乙方提供符合国家规定的劳动条件及安全卫生的工作环境,并依照企业生产经营特点及有关规定为乙方提供劳动防护用品,乙方应严格按要求穿戴劳动防护用品。

第二十四条,甲方对乙方进行职业技术、安全卫生、规章制度等必要的教育与培训,乙方应认真参加甲方组织的各项必要的教育培训。

## 第八章 劳动合同变更、解除、终止

第二十五条,订立合同所依据的法律、行政法规、规章发生变化,合同应当变更相关内容。

第二十六条,订立合同所依据的客观情况发生重大变化,致使合同无法履行的,经协商同意,可以变更合同相关内容或解除。

第二十七条,乙方在试用期内被证明不符合甲方用人标准或录用条件的,甲方可以解除劳动合同。

第二十八条,凡有下列情形之一的,乙方可以解除劳动合同:

- A、乙方在试用期内提前三天以上向甲方提出辞职。
- B、乙方提前三十天向甲方提出辞职。
- C、法律法规规定的其他情形。

第二十九条,乙方具有下列情形之一的,甲方可立即解除本合同且不用支付经济补偿金。

- A、如无特别约定的,合同签约后15天内员工未能上岗的。
- B、因乙方未能在30天内提供其被录用的相关资料,致使甲方无法办理录用及社会保险缴付手续的。
- C、乙方被查实应聘时向甲方提供的其个人资料是虚假的,包括但不限于:离职证明、身份证明、户籍证明、学历证明、体检证明等是虚假或伪造的;应聘前患有精神病、传染性疾病及其他严重影响工作的疾病而在应聘时未声明的;应聘前曾受到其他单位记过、留厂察看、开除或除名等严重处分、或者有吸毒等劣迹而在应聘时未声明的;应聘前曾被劳动教养、拘役或者依法追究刑事责任而在应聘时未声明的等。

D、严重违反甲方的劳动纪律、员工手册或规章制度。

E、严重失职、营私舞弊,给甲方造成3000元(含)以上重大损失的。

F、乙方是驾驶员的,因其自身原因,其运营服务的证、照被吊扣或失效15天(含)以上的或因乙方发生同等以上(含同等)行车(客伤)死亡事故或次责以上(含次责)特大行车(客伤)事故或物损三万元以上的,甲方可以随时解除劳动合同。

G、乙方系特种作业人员的,因其自身原因违章作业或造成物损3千元以上事故的,除给予经济处罚或处分外,甲方还可以随时解除劳动合同。

H、同时与其他用人单位建立劳动关系,对完成甲方的工作任务造成严重影响达损失3000元以上的,或者经甲方提出,拒不改正的。

I、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致使劳动合同无效的。

J、乙方被依法追究刑事责任、劳动教养、公安机关收容教育的。

L、各级管理人员管理混乱、滥用职权、用人不当、洞察不力、监督不严,致使工作效率低下、工作目标不能达成,使公司蒙受损失的或者利用职权谋取个人私利的。

M、无正当理由,反抗上一级管理人员的工作指令或工作安排的,无正当理由不服从工作分配和调动、指挥的;对公司负责人、部门主管或其他员工及家属有恐吓或侮辱行为的。

N、从事于公司利益冲突的行为的,如本人或亲属经营与公司有竞争性业务的经济实体,双方之间勾结、提供经营信息、客户信息给亲属等;在与公司生产、经营同类产品或提供同类服务的其他企业、事业单位、社会团体内兼职的或自己生产、经营与公司有竞争关系的同类产品或业务。



G、违反国家省市计划生育相关规定的。

F、法律法规规定的其他情形。

第三十条、有下列情形之一甲方可解除合同，辞退乙方，但应提前三十日以书面形式通知乙方。

A、乙方患病或者非因工负伤，在规定的医疗期满后不能从事原工作，也不能从事由甲方另行安排的工作的。

B、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。

C、劳动合同订立时所依据的客观情况发生重大变化，致使原劳动合同无法履行，经甲乙双方协商，不能就变更劳动合同内容达成协议。

D、甲方因兼并、分立、合资、转(改)制、企业转产、技术革新、经营方式调整、防治污染搬迁等客观情况发生重大变化或乙方的生产、工作岗位消失，致使合同无法履行的。

E、甲方生产经营发生严重困难的。

F、依据合同第二十六条规定不能就变更达成协议的。

第三十一条、有下列情形之一时，劳动合同终止：

A、劳动合同期满的；

B、乙方开始依法享受基本养老保险待遇的；

C、乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；

D、甲方被依法宣告破产，被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的；

E、法律、行政法规规定的其他情形。

第三十二条、乙方具有下列情形之一的，甲方不得依照合同第二十九条的规定解除合同：

A、从事接触职业病危害作业的劳动者未进行离岗前职业健康检查，或者疑似职业病病人在诊断或者医学观察期间的；

B、在本单位患职业病或者因工负伤被确认丧失或者部分丧失劳动能力的；

C、患病或者非因工负伤，在规定的医疗期内的；

D、女职工在孕期、产期、哺乳期的；

E、在本单位连续工作满十五年，且距法定退休年龄不足五年的；

F、法律、法规规定的其他情形。

第三十三条、有下列情形之一的，合同自行终止：

A、合同期满且双方不能就相同劳动条件的续签达成一致的；

B、当事人约定的终止条件出现，如已确认乙方完成了某一项工作任务的；

C、甲方破产、解散，被吊销营业执照，责令关闭或者被撤销的；

D、乙方享受基本养老保险待遇、退休、宣告死亡、宣告失踪的；

E、乙方暂时无法履行合同的义务，但仍有继续履行条件和可能的，包括但不限于乙方涉嫌违法犯罪，被公安、国家安全或者司法机关限制人身自由的、乙方因脱产学习与进修、执行有关部门的公益性任务等原因而不能正常履行本合同超过15天的。

F、法律法规规定的其他情形。

第三十四条、合同期满或者当事人约定的合同终止条件出现，乙方有合同第三十二条所规定情形之一的，同时不属于第二十九条约定的，合同顺延至相应情形消失。

#### 第九章 合同解除或终止后义务

第三十五条、本合同解除或终止时，乙方应履行下列义务：

A、向甲方指定的人交接工作。

B、完好归还其占有的甲方的办公用品、文件、设备等有形或无形资产。

C、向甲方完整移交载有甲方重要信息的任何载体。

D、协助甲方清理双方之间的债权、债务。

E、完成甲方规定的离职流转程序，办理有关离职手续。

F、其他：处理其他应了而未了的事务。

第三十六条、本合同解除或终止时，甲方应履行下列义务：

A、为乙方办理终止劳动关系手续。

B、自劳动关系终止之日起15日内为乙方办理社会保险和住房公积金账户转移或者封存手续。

C、应乙方要求，及时、如实出具乙方的工作履历或绩效证明。



编号: 1343

第三十七条. 乙方不辞而别, 或者下落不明, 或者未履行第三十五条、第四十一条规定的义务, 致使甲方无法办理或延迟办理与乙方离职相关的手续的, 乙方在此不可撤销的承认其负有过错, 并承担相应的责任。

**第十章 经济补偿与赔偿**

第三十八条. 乙方未提前三十天向甲方提出辞职或者其他擅自离职情形的, 将在乙方办结工作交接后支付乙方的当月工资。

第三十九条. 除按合同第二十九条规定解除合同之外, 凡属劳动合同法规定应给予经济补偿金的, 甲方应按法律规定的标准支付经济补偿金给乙方。

第四十条. 乙方欠付甲方任何款项, 或者乙方违反合同约定的条件解除劳动合同, 给甲方造成任何经济损失, 依照法律法规的规定和合同约定应承担的赔偿责任, 甲方有权从乙方的工资、奖金及津贴、补贴等(包括并不限于此)中做相应的扣除, 但该扣除不得违反法律规定, 不够扣除的, 甲方仍然有权就剩余部分向乙方追偿。

**第十一章 培训服务期与竞业限制**

第四十一条. 乙方在合同期间接受甲方提供的出资专利技术培训, 约定一定服务期的。乙方若违反本条约定, 提前解除合同的, 应偿付甲方培训费用, 对已履行部分服务期的, 按照服务期尚未履行部分所应分摊的培训费用偿付。

第四十二条. 双方可另行签订《培训协议》, 约定具体服务期、赔偿标准并执行。

第四十三条. 乙方在任职期间以及离职之后对其在甲方任职期间接触、知悉的属于甲方、或者虽属于第三方但甲方承诺有保密义务的商业秘密信息, 承担保密义务, 甲乙双方另外签订《保密协议》。

**第十二章 劳动争议处理**

第四十四条. 甲乙双方因合同而发生争议可以向甲方所在地的劳动仲裁委员会申请仲裁或向甲方所在地的人民法院提起诉讼。

**第十三章 其他规定**

第四十五条. 甲方的规章制度(包括但不限于员工手册、岗位职责、培训协议、保密协议、安全准则等)均属合同的主要附件, 其效力与合同条款等同。

第四十六条. 合同如与法律、法规相抵触的, 或因法律、法规的变更而不一致的, 以现行有效的法律、法规为准。

第四十七条. 合同未尽事宜, 双方另有约定的, 从约定; 双方没有约定的从法律、法规和规章制度。

第四十八条. 合同生效前双方签订的任何《劳动合同》自合同签订之日起自动失效, 其他之前签订的相关协议文本(包括但不限于《保密协议》《培训协议》、《竞业限制协议》)的规定与合同不一致的, 以合同为准。

第四十九条. 乙方同意, 在其处于联系障碍状态(包括但不限于乙方因病住院、丧失人身自由等情形)时, 委托合同首部的“紧急联系人”作为乙方的受委托人, 该受委托人享有接受和解与调解, 代领、签收相关文书的权限。

第五十条. 甲乙双方另行约定条款:

A、若员工户口在公司帮助下挂靠在公司集体户的, 公司提前预文的档案户口挂靠费, 员工离职之前必须按比例将未服务月份的费用支付给公司。

B、乙方保证在跟甲方签订劳动合同之前与其他单位没有任何劳动关系, 如果因此而致甲方被追究连带赔偿责任的, 甲方有权向乙方全部追偿。

C、.....

第五十一条. 本合同本合同一式两份, 甲乙双方各执一份。

甲方(盖章):  
法定代表人(主要负责人)签名:  
签约日期: 2015.9.28

乙方(签字):  
孙祥嘉  
签约日期: 2015.9.28

# Supplementary Agreement to the Employment Contract

Place of Signing: Hangzhou

Party A: Hangzhou AGS MedTech Co., Ltd.  
Party B: Kong Xiangsen Gender: Male  
Address: Suite 402, Building 24, Tangnan Mingyuan

ID card No.: 411481198510143479  
Tel.: 13116715312

Whereas,

1. Party A is a standardized legal person incorporated in accordance with the *Company Law of the People's Republic of China*, the *Labor Contract Law of the People's Republic of China* and other applicable laws. Party A has its own trade secrets and confidential information formed during its operation and development.
2. Party B becomes an employee of Party A based on the Employment Contract entered into between the parties, and shall complete his duties according to Party A's arrangements. In completing his work, Party B is or may be aware of and/or obtains or may obtain Party A's trade secrets and confidential information.
3. During the employment period, Party B has the opportunity to obtain trade secrets from Party A and gain further knowledge, skills and experience. Therefore, Party B is obligated to keep confidential Party A's trade secrets and guarantee to perform the non-competition obligation.
4. Party B undertakes and warrants that, before Party B joins Party A, Party B does not perform any confidentiality or non-use obligation as to the trade secrets of any of Party B's former employers or any third parties, nor does Party B assume any non-competition obligation. Therefore, the use by Party B of any knowledge and information during his employment with Party A is irrelevant to any of Party B's former employers or any third party; and the undertaking by Party B of any task assigned by Party A will not constitute an infringement of the trade secrets of any of Party B's former employers or any third party.
5. Party B represents that he has recognized that keeping confidential Party A's trade secrets, including confidential information not available to the public, is critical to the survival and development of Party A. Therefore, Party B is willing to take the obligations to keep confidential and protect Party A's trade secrets and all confidential information.

NOW, THEREFORE, in consideration of the foregoing, Party A and Party B enter into this Agreement for joint compliance based on the Employment Contract entered into by the parties and in accordance with the provisions of the *Anti-Unfair Competition Law of the People's Republic of China* and other applicable laws, regulations and rules in order to protect Party A's rights in trade secrets and protect the rights and interests to which Party B is entitled under laws:

## I. Definitions

Unless the context otherwise requires, the terms used herein shall have the meanings ascribed to them below:

1. "Trade secrets" means technical and business information that is not known to the public, can bring benefits to Party A (right holder), and is practical, and for which Party A has taken confidentiality measures. Trade secrets mainly include technical know-how and business secrets.
2. "Technical know-how", as a kind of trade secrets, means the technical information that is researched, developed, or otherwise legally mastered by Party A, is not disclosed to the public, can bring business benefits or competitive advantages to Party A, and is practical, and for which Party A has taken confidentiality measures, including but not limited to design drawings (including sketches), test results and test records, processes, formulations, samples, data, and computer programs. Technical information can be either specific complete technical content which constitutes a technical solution for a product, process, or material and the improvement thereof, or part of the technical elements of a product, process, material or any other technical product.
3. "Business secrets", as a kind of trade secrets, means the business information formed during Party A's operation and management that has a unique and strong competitive advantage, can bring economic benefits, and is not disclosed to the public and for which Party A has taken confidentiality measures, including but not limited to purchase channels, sales channels, sales volumes, prices, customer lists, management measures, business plans, and investment plans.

4. "Has taken confidentiality measures" means the circumstance in which Party A has signed a non-disclosure agreement, established a confidentiality system, and taken other reasonable confidentiality measures, including but not limited to entering into a verbal or written non-disclosure agreement, putting forward confidentiality requirements to Party A's employees or others having a business relationship with Party A, and other reasonable measures.

## II. List of Party A's Trade Secrets

1. Intellectual property rights and technical know-how owned by Party A, which specifically mean the technical information that is researched, developed, or otherwise legally mastered by Party A, is not disclosed to the public, can bring economic benefits or competitive advantages to Party A, and is practical, and for which Party A has taken confidentiality measures, including design drawings, test results, test records, processes, formulations, samples, data, and computer programs. Technical information can be either specific complete technical content which constitutes a technical solution for a product, process, material and its improvement, or part of the technical elements of a product, process, material or any other technical product.
2. Scientific research and invention achievements (including patented technology and non-patented technology) obtained by Party B during the work for Party A, which belong to job-related achievements and are owned by Party A. If Party B believes that such achievements are not job-related achievements, he shall declare it to Party A. If Party B fails to do so, such achievements shall be presumed to be job-related achievements.
3. Various inventions, creations, patented technologies, key design and process technologies, product research and development plans, drawings and materials approved or to be applied for.
4. Party A's technical know-how (including manufacturer's technology and unique skills) for processing and manufacturing, assembly of finished products, adjustment and calibration, etc.; and scientific and technical materials that Party A is developing, applying, or has archived.
5. Relevant technical materials and research results obtained by the personnel sent by Party A to investigate and study abroad, including physical samples, technical materials, etc. gifted by the other party.
6. Full sets of technical materials of the products introduced by Party A, including physical products, physical parts and components, product drawings, process documents, tooling drawings, and related specifications.
7. Special equipment introduced by Party A, including special tooling, jigs, fixtures, and molds made by Party B upon digestion and absorption of relevant technologies.
8. Party A's trade secrets, including Party A's customer files, contracts, product quotations, information about business activities, undisclosed economic and technical indicators, financial and accounting statements, etc.
9. The following contents that can affect Party A's production, marketing, technological progress, competitive status, economic interests, stability and security constitute Party A's trade secrets directly or through analysis and synthesis:
  - A. Information about organization and finance, including but not limited to:
    - (1) Changes, mergers and divisions of the organizations of Party A; changes of shareholders with significant influence; (2) changes of management personnel; (3) investments from home and abroad; (4) bank loans; and (5) accounting reports and financial information.
  - B. Information about production and manufacturing, including but not limited to:
    - (1) Types of raw materials; (2) current production capacity and expected production capacity; (3) production costs, and use and addition of new processes and equipment; (4) the charm of upgraded or updated products and the expected impact thereof on the market; and (5) new production plans, the implementation progress thereof, etc.
  - C. Relevant market research and marketing strategies, including but not limited to:
    - (1) Forecasts of the quantity and possible prices of products demanded in a certain area and a certain period according to market surveys;
    - (2) Information on the sales organizations, sales prices, after-sales services, promotion means, advertising campaigns, etc. of the competitors;
    - (3) Storage location of products, information on whether the supply and demand is balanced, etc.;
    - (4) Sales network, sales channels, and customer lists;
    - (5) Party A's management know-how, customer lists, information about source of goods, production and marketing strategies, base bid prices in bidding and tendering activities, bidding documents, business data in transit, telephone signals, etc.;

- (6) Secret matters in Party A's major decisions;
- (7) Business strategies, business direction, business plans, and business projects that have not been implemented or are under implementation by Party A and information about the projects; and
- (8) Important documents such as resolutions of the shareholders' meeting, board of directors, and board of supervisors, annual reports and summaries.

D. Information about development of new technologies, including but not limited to:

- (1) Designs, production processes, data, product formulas, production methods, procedures, know-how, etc. presented by Party A through physical, chemical, biological, or other forms of carriers;
- (2) Inventions and creations for which Party A plans to apply or has applied for a patent;
- (3) Achievements for which Party A plans to apply or has applied for an invention award, a natural science award, or a scientific and technological progress award;
- (4) Phased technical achievements obtained by Party A in research and development process;
- (5) Technologies that Party A plans to transfer or has transferred;
- (6) Job-related achievements completed by Party B in performing the tasks assigned by Party A or by mainly using the material and technical conditions of Party A;
- (7) Movements and plans for recruitment of specialized talents; and
- (8) Development plans, organizations, test process, related data, etc. of new products.

E. Legal relationship, including but not limited to:

- (1) Information on whether Party A is involved in or is about to be involved in litigation or arbitration proceedings;
- (2) Performance of various contracts; and
- (3) Movements and progress of patent applications, trademark registrations, etc.

F. Other secrets, including but not limited to:

- (1) Personnel files, wages and service income and information of Party A's employees;
- (2) New technical and business information generated in the course of Party A's continuous operation and development and other information that Party A requires Party B to keep confidential;
- (3) Other technical and business information that is not known to the public, can bring economic benefits to Party A, and is practicable, and for which Party A has taken confidentiality measures; and
- (4) Technical know-how or other trade secrets that is owned by a third party but Party A is obliged to keep confidential.

III. Ownership of the Trade Secrets

1. Party A is the holder of rights in trade secrets and confidential information under this Agreement.

2. Party A's rights in trade secrets specifically include:

- (1) Right of possession. It means Party A's actual management and control over the trade secrets. Without Party A's permission, any person including Party B shall not obtain, disclose, use or license others to use Party A's trade secrets through any illegal means.
- (2) Right to use. Party A has the right to use its own trade secrets according to law. Any person including Party B has no right to interfere with such use by Party A, provided that such use does not violate laws or damage the legitimate interests of others and the public interests.
- (3) Right to income. Party A has the right to obtain economic benefits from the possession, use, and disposal of trade secrets.
- (4) Right of disposition. Party A has the right to dispose of its trade secrets. Party A may grant a third party a paid license to use its trade secrets while retaining the ownership thereof; Party A may transfer its trade secrets to a third party in their entirety, and no longer possess or use such trade secrets; Party A may also decide to make public the trade secrets, to make uncompensated contribution to the society.

IV. Party B shall assume the following obligations as to Party A's trade secrets during his employment with Party A and after his separation:

(I) Party B's confidentiality and non-use obligations as to Party A's trade secrets:

1. Party B undertakes and warrants that he shall strictly keep confidential Party A's trade secrets hereunder, except where Party B communicates, based on work needs and to the extent necessary to carry out the business, some trade secret with other employees of Party A or Party A's customers who need to know after performing his obligations to Party A in good faith and obtaining Party A's instructions:



- (1) Party B shall not directly or indirectly make any third party obtain, use, or plan to use such information.
  - (2) Party B shall not directly or indirectly divulge or disclose such information to irrelevant personnel of Party A.
  - (3) Party B shall not use or plan to use such information for his own interests.
  - (4) Party B shall not copy or disclose documents containing Party A's trade secrets or copies thereof to irrelevant personnel of Party A or any other third party.
  - (5) Party B shall properly treat the documents and information submitted by Party A that Party B keeps or has access to at work, and shall report and submit such documents and information to Party A's department in charge of confidential or important work, and shall not use the same beyond work scope without permission.
2. Where the public disclosure of part or individual elements of Party A's trade secrets does not cause other parts thereof to be known to the public and thus will not destroy its value, Party B agrees that the public disclosure of such part or individual elements does not affect Party B's obligation to maintain confidentiality of the information that is still secret. Party B undertakes not to use such information or induce a third party to figure out Party A's trade secrets by collecting public information, so as to prove that the trade secrets no longer exist.
- (II) In order to ensure Party B's effective performance of the confidentiality/non-use obligations as to Party A's trade secrets, Party A and Party B agree to abide by the following provisions:
1. Party A's trade secrets and confidential information do not include information of which Party B has been aware from other channels or the public domain. If Party B has been aware of such information, Party B shall, within 30 days from the date of signing hereof or within 7 days from the date on which Party B is aware of such information from other channels or public domain, make a written report to Party A on the name and source of such information, so as to prove that such information is not confidential. If Party B fails to do so, he shall be deemed to have obtained trade secrets and confidential information from Party A, and shall perform the confidentiality obligation in accordance with this Agreement.
  2. Technical know-how and business secrets created and conceived by Party B at work shall be owned by Party A. When Party B makes job-related achievements for Party A's interests (including but not limited to inventions, designs, and improvements in connection with Party A's business made by Party B, or any information, procedures, and processes discovered by Party B), Party B shall immediately make a written report to Party A at the time when such achievements are about to be successfully applied, and Party B is obligated to keep confidential such achievements. Party A shall give Party B certain rewards based on the potential value of the achievements created or conceived by Party B (the specific measures shall be prescribed by Party A in its rules and regulations).
  3. Party B shall, at the request of Party A, assist Party A in applying for a patent or other intellectual property protection in respect of any job-related achievements of Party B such as inventions, designs, improvements, information, or procedures, and sign any necessary documents and take necessary actions in respect of such application to enable Party A to effectively have and register the ownership of such inventions, designs, improvements, information, or procedures.
  4. Without the written consent of Party A, Party B shall not use Party A's technical know-how for new research and development; if Party B does so, the ownership of his achievements shall remain with Party A.
  5. All non-job-related inventions completed by Party B during the employment with Party A or within two years after Party B's separation shall be owned by Party B, provided that Party B shall report them to Party A in writing for confirmation. If Party B should report them to Party A but fails to do so, the non-job-related inventions shall be presumed to be job-related achievements.
  6. Party B shall not bring out of Party A's workplace without authorization the relevant written materials, data information, etc. of Party A to which Party B has access during work. If Party B needs to do so based on work need, he must obtain the consent of Party A.
  7. Party B shall not inquire about the trade secrets and confidential information hereunder that are irrelevant to Party B's job from other employees of Party A.
  8. If Party B leaves Party A for whatever reason, he shall hand over all materials belonging to Party A, including but not limited to designs, data, models, experimental records, workbooks and work-related correspondence, faxes, customer lists, notes, memos, plans, drawings, work logs, files, floppy disks, or any other kind of electronic data storage devices. The checking and return work shall be done based on a list made by the parties, which shall be signed by the relevant person in charge of Party A and Party B for confirmation, and Party B shall not retain any copies or electronic data storage devices related to the information handed over.

V. Non-Competition Clause

- (I) Party B is willing to sign the non-competition clause under this Agreement with Party A, and strictly perform the non-competition obligation.
- (II) After Party B leaves Party A, Party A will specify the time limit for non-competition with Party B. Party A will pay the non-competition fee as per Party B's monthly salary on a monthly basis. When the time limit for non-competition expires, the payment of non-competition fee stops at the same time.
- (III) Party B undertakes and warrants that during the employment with Party A, or within two years after he leaves Party A for whatever reason, he shall not directly or indirectly commit any of the following acts in any territory without the written permission of Party A:
  1. Hiring or inciting or inducing any manager or employee of Party A to leave Party A alone or in conjunction with any other individuals, enterprises, companies or organizations;
  2. Committing any act that competes or may compete with any business of Party A alone or in conjunction with any other individuals, enterprises, companies or organizations, or inciting or inducing any customer or supplier with whom Party A contacted or traded during Party B's employment with Party A to become the customer or supplier of any third party or to terminate or significantly reduce the business dealings with Party A;
  3. Establishing alone or participating in the establishment of or being hired by any other companies or enterprises or organizations that produce or operate similar products or businesses as those of Party A and have the competitive or other interested relationship with Party A, or producing or operating similar products or businesses in competition with those of Party A.
- (IV) Within two years after Party B leaves Party A for whatever reason, inventions and creations completed by Party B related to his work in Party A are job-related achievements and shall be owned by Party A, and the relevant provisions of this Agreement on handling the job-related inventions and creations shall apply.
- (V) Within two years after Party B leaves Party A for whatever reason, if Party B sustains certain economic losses due to assumption of the non-competition obligation hereunder, Party A and Party B agree that the monthly salary paid by Party A to Party B has included confidentiality fees, and Party B agrees to the rationality of such practice and accepts it.

VI. Effectiveness and Modification of this Agreement

1. This Agreement is binding upon Party A and Party B upon being signed by the parties.
2. Party B's signature under this Agreement represents the expression of his true intention because Party B has fully negotiated with Party A, has a full understanding of the aforesaid terms hereof, and voluntarily signs this Agreement.
3. If any part of a provision of this Agreement becomes invalid or unenforceable for any reason, it will not affect the validity of the remaining parts of such provision or any other provision of this Agreement. If the terms of this Agreement cannot remain in force unless they are modified to narrow down the scope of application or shorten the time of application, then Party A and Party B shall separately negotiate to modify such terms and reach a written binding agreement as a modification or supplement to this Agreement.

VII. Liability for Breach of Contract

1. Party B notices that when signing this Agreement, he has a clear understanding of his legal responsibilities and obligations, and if Party B breaches this Agreement, he shall be liable for the consequences arising therefrom, including payment of liquidated damages.
2. Where Party B breaches the confidentiality or non-competition obligation, he shall, in addition to curing such breach immediately, be liable for the economic losses sustained by Party A.
3. The expiration of Party B's employment period with Party A or the termination of the Employment Contract with cause shall not affect any provision hereof that survives such expiration or termination.

VIII. Miscellaneous

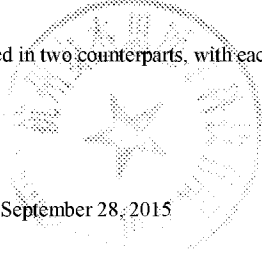
1. Despite the close connection with the Employment Contract signed by Party A and Party B, this Agreement is relatively independent. Therefore, when Party B breaches the confidentiality and non-competition obligations hereunder during the term of the Employment Contract, Party A may, in addition to exercising the right to hold Party B liable for breach of contract, choose to exercise the right to terminate the employment relationship with Party B alone or at the same time. When Party A chooses to terminate the employment relationship with Party B, if Party B has any objection, such dispute may be directly resolved through labor arbitration. If Party A chooses to

exercise the rights pursuant to the terms of this Agreement, the relevant dispute may be resolved through legal proceedings.

2. Any dispute arising out of the performance of this Agreement shall be subject to the jurisdiction of the people's court of the place where Party A is located.
3. This Agreement may be executed in two counterparts, with each party holding one counterpart, both of which shall be equally authentic.

**Party A (Seal):**

Date of Signing: September 28, 2015



**Party B (Signature):**

Date of Signing: September 28, 2015

A handwritten signature in Chinese characters, appearing to be '刘泽华' (Liu Zehua).



## 劳动合同补充协议

签约地址：杭州

甲方：杭州安杰思医学科技有限公司

乙方：孔祥森 性别：男 身份证号码：411481198510143479

住址：德清县武康镇402室 联系方式：13116715312

鉴于：

1. 甲方是按照《中华人民共和国公司法》、《劳动合同法》及其他相关法律法规依法成立的规范化的法人企业。在公司经营发展中，拥有自己的商业秘密及保密信息。

2. 乙方是基于甲、乙双方签订的《劳动合同》而成为甲方的员工，按甲方工作岗位的安排，完成份内工作。在完成工作中知悉或可能知悉/或可能获得/或获得甲方商业秘密及保密信息。

3. 乙方在职期间有从甲方获得商业秘密并获得增进知识、技能、经验的机会，因此，乙方有义务为甲方保守商业秘密并做出竞业限制的保证。

4. 乙方承诺并保证：乙方进入甲方之前，对所有以前的工作单位或第三人，均未承担任何有关该单位或第三人商业秘密的保密、不使用义务；也未承担任何竞业限制义务。因此，乙方在甲方中任何知识、信息的使用，均与以前单位和任何第三人无关；乙方承担甲方交付的任何任务，均不会构成对以前单位和任何第三人商业秘密的侵犯。

5. 乙方声明：乙方已经认识到保守甲方商业秘密包括对外的保密信息，是关系到甲方公司生存和发展的重大问题。因此，愿意对甲方的商业秘密及所有保密信息承担保密、保护义务。

基于以上前提，本着保护企业商业秘密权和保障职工依法享有的权益，根据《中华人民共和国反不正当竞争法》等相关法律、法规、规章的规定，在甲、乙双方已签订《劳动合同》基础上，订立以下协议，甲、乙双方共同恪守：

### 一、释义

下列词语，除非另有所指，具有下列含义：

1. 商业秘密：是指不为公众所知悉，能为甲方（权利人）带来利益，具有实用性并经甲方采取保密措施的技术信息和经营信息。商业秘密主要包括技术秘密和经营秘密。

2. 技术秘密：属商业秘密的一种，是指甲方研制、开发或者以其他合法方式掌握的、未公开的，能给甲方带来经营利益或竞争优势、具有实用性且甲方已采取了保密措施的技术信息，包括但不限于：设计图纸（含草图）、试验结果和试验记录、工艺、配方、样品、数据、计算机程序等等。技术信息可以是特定的完整的技术内容，构成一项产品、工艺、材料及其改进的技术方案；也可以是某一产品、工艺、材料等技术或产品中的部分技术要素。

3. 经营秘密：属商业秘密的一种，是甲方公司经营管理过程中，形成的具有独特、有较强竞争力并能带来经济效益，经甲方采取了保密措施，尚未公开的包括但不限于进货渠道、销售渠道、销售数量、价格、客户名单、管理办法、经营方案、投资方案等经营信息。

4. 采取了保密措施：是指甲方采取订立保密协议、建立保密制度及采取其他合理的保密措施，即包括但不限于口头或书面的保密协议，对甲方职工或与甲方有业务关系的他人提出保密要求等合理措施。

### 二、甲方商业秘密列示

1. 甲方所拥有的知识产权和技术秘密，特指由甲方研部开发或以其它合法方式掌握的、未公开的、能给单位带来经济利益或竞争优势的、具有实用性，并采取了保密措施的技术信息，包括设计图纸、试验结果、试验记录、工艺、配方、样品、数据、计算机程序等。技术信息既可以是具有特定的完整的技术内容，也可以是构成一项产品、工艺、材料及其改进的技术方案，还可以是某一产品、工艺、材料等技术产品中的部分技术要素。

2. 乙方在甲方工作期间研究发明的科研成果（包括专利技术和非专利技术），此科研成果属职务成果，所有权属于甲方。如果乙方认为该科研成果不属于职务成果的，应当向甲方申明，没有申明的，推定其属于职务成果。

3. 拟申报或已被批准的各类发明创造、专利技术、设计和工艺关键技术、产品研制方案及图纸资料等。



4. 甲方的加工制造、成品装配、调整校验等的技术诀窍（包括制造者的技术和绝技）、甲方正在制定、应用及已存档的科学技术资料。

5. 甲方派遣出国考察、学习人员取得的有关技术资料和研究成果，包括对方馈赠的样品实物及技术资料等。

6. 甲方引进产品的全套技术资料，包括产品实物、零部件实物、产品图纸、工艺文件、工装模具图纸及相关说明书等。

7. 甲方引进的专用设备，包括经过消化吸收自制的专用工楚夹具、卡具、模具等。

8. 甲方的商业机密，包括甲方客户档案、合同、产品报价、经营活动信息、未公开的各类经济技术指标及财务会计报表等。

9. 下列能影响甲方生产、营销、技术进步、竞争地位、经济利益、稳定和安全的內容直接或通过分析、合成构成甲方商业秘密：

A. 有关组织与财务的信息，包括但不限于：

(1) 公司机构及组织的变动、合并、分立；有重大影响的股东变动；(2) 经营管理层人事变动；(3) 来自国内外的投资；(4) 银行贷款情况；(5) 会计报告及财务资料。

B. 有关生产与制造的信息，包括但不限于：

(1) 原材料种类；(2) 目前的生产能力和预期生产能力；(3) 生产成本、新的工艺、装置的使用和添置；(4) 更新换代产品的魅力和对市场的预期冲击；(5) 新生产计划，其实施进度等。

C. 有关市场研究，推销战略，包括但不限于

(1) 根据市场调查，预测出一定地区、一定时期对产品的需求数量和可能的价格；

(2) 竞争对手的销售组织、销售价格、售后服务、促销手段、广告宣传等方面的信息；

(3) 制品的仓储场所、供货是否平衡等等；

(4) 销售网络、销售渠道、客户名单；

(5) 甲方的管理诀窍、客户名单、货源情报、产销策略、招投标中的标底及投标书内容，传输中的商业数据，电话信号等信息。

(6) 甲方重大决策中的秘密事项；

(7) 甲方尚未付诸实施的或正在实施的经营战略、经营方向、经营规定计划、经营项目及各项目资料；

(8) 股东会、董事会、监事会决议、年度报告及总结等重要文件资料。

D. 有关新技术开发的信息，包括但不限于：

(1) 甲方以物理学的、化学的、生物的或其他形式的载体所表现的设计、制作工艺、数据、产品配方、制作方法、程序、诀窍等；

(2) 甲方准备或已经申请专利的发明创造；

(3) 甲方准备或已经申报发明奖、自然科学奖、科学技术进步奖的成果；

(4) 甲方在研究开发工作中取得的阶段性技术成果；

(5) 甲方准备转让或已经转让技术；

(6) 乙方在执行甲方单位工作任务或者主要是利用甲方所在单位的物质技术条件所完成的职务成果；

(7) 专门人才的招募动向和计划；

(8) 新产品的开发计划、组织、试验过程及有关数据等等。

E. 法律关系，包括但不限于：

(1) 甲方是否卷入或即将卷入法律诉讼/仲裁；

(2) 各类合同的履行情况；

(3) 专利申请和商标注册的动向和进度等等。

F. 其他秘密，包括但不限于：

(1) 甲方职员的人事档案、工资性、劳务性收入及资料。

(2) 甲方在不断经营和发展中所产生的甲方要求保密的新的技术信息和经营信息及其他甲方要求保密的信息。

(3) 其他不为公众所获悉，能为甲方带来经济利益，具有实用性并经甲方采取保密措施的技术信息和经营信息。

(4) 虽然属于他人但甲方承诺有保密义务的技术秘密或其他商业秘密信息。



### 三、 本合同项下商业秘密的权利归属

1. 甲方是本合同项下商业秘密和保密信息的权利人。

2. 甲方的商业秘密权具体行使表现在：

(1) 占有权。即甲方对商业秘密实际上的管理、控制权，未经许可，包括乙方在内的任何人不得以任何违法手段获取、披露、使用或许可他人使用甲方公司的商业秘密。

(2) 使用权。即甲方有权依法使用自己的商业秘密，在不违反法律、妨碍他人合法权益和社会公共利益的情况下，包括乙方在内的任何人无权干涉。

(3) 收益权。即甲方有权从商业秘密的占有、使用、处分中获取经济利益。

(4) 处分权。即甲方有权处置其商业秘密，其可在保留所有权的前提下，允许他人有偿使用商业秘密，形成商业秘密的使用许可；其可将商业秘密整体转让给他人，自己不再占有和使用；还可决定将商业秘密公布于世，使之进入公有领域，对社会作出无偿贡献。

四、 乙对甲方之商业秘密，乙方无论在职期间还是离职以后，均承担以下义务：

(一) 乙方对甲方之商业秘密的保密和不使用义务：

1. 乙方承诺并保证严格遵守本合同项下甲方之商业秘密，除因工作需要并善意履行对甲方义务和取得甲方指示并在业务需要的程度内，向应该知道本合同项下商业秘密某一内容的甲方其他职工或甲方客户进行保密交流外：

(1) 不得直接或间接使任何第三者获得、使用或计划使用这些信息；

(2) 不得直接或间接向甲方内部无关人员泄露/披露；

(3) 不得为自己利益使用或计划使用；

(4) 不得复制或披露包含甲方商业秘密的文件或文件副本给甲方内部无关人员或其他任何第三者；

(5) 对因工作保管、接触到的甲方之客户提交的文件和资料应妥善保管并报告，提交给甲方机关，未经许可不得超出工作范围使用。

2. 甲方之商业秘密信息的部分或个别要素可能产生这种情况，即其虽被公知，但未产生使该信息其他部分整体成为公知知识或信息从而破坏其价值的，乙方同意对这些部分或个别要素的公知不影响其对仍属秘密的信息所负的保密义务。乙方承诺不会使用这些信息或诱导第三人通过收集公开信息以整理出甲方的商业秘密，并以此证明该商业秘密已不存在。

(二) 乙方为了切实履行对甲方商业秘密的保密/不使用义务，甲、乙双方同意按以下规定执行：

1. 甲方之商业秘密和保密信息不包括乙方从其他渠道或公共领域已经知悉的信息，如果乙方已经知悉这样的信息，乙方应在本合同签订之日起三十日内或自其他渠道或公共领域知道信息之日起七日内向甲方书面报告信息名称和来源，以此证明有关信息无秘密性。如乙方未按此办理，则视为乙方从甲方获知的商业秘密和保密信息，乙方应按本合同项下的约定，承担保密义务。

2. 乙方因职务创造和构思的有关技术秘密和经营秘密，归甲方所有。为甲方利益，乙方作出职务成果（包括但不限于乙方作出的与甲方业务有关的发明、设计、改进或所发现的任何资料或程序、工艺等）时，乙方应在该等成果接近可成功的应用阶段立刻向甲方作出书面报告，并对该等成果负有保密义务。甲方应视乙方创造或构思的成果所具有的潜在价值，给予乙方一定的奖励（具体办法由甲方在规章制度中规定）。

3. 乙方须在甲方要求下，协助甲方就乙方的任何职务发明、设计、改进、资料或程序等成果申请专利权或其他知识产权的保护，并且就该等申请签署任何必须的文件及采取必要的行为，使甲方能有数地拥有和注册该等发明、设计、改进、资料或程序的所有权。

4. 未经甲方书面同意，乙方不得利用甲方的技术秘密进行新的研究与开发；如果乙方利用甲方的技术秘密进行新的研究与开发，其成果所有权归甲方所有。

5. 乙方在甲方工作期间或离职后的二年内，所作的非职务发明，乙方享有其权利。但乙方应以书面形式向甲方报告并经甲方确认，应当向甲方申明而没有申明的，推定其属于职务成果。

6. 乙方在职期间所接触到的甲方有关书面材料、数据资料等不得擅自带出甲方工作场所，如遇工作需要，须经甲方同意。

7. 乙方不得向甲方其他员工打听与自己本职工作无关的涉及本合同项下商业秘密和保密信息的有关情况。

8. 乙方无论何种原因，离开甲方企业，应该交接所有属于甲方的资料，包括但不限于设计、数据、模型、实验记录、工作手



册与工作有关的往来信函、传真、客户名单、笔记、备忘录、计划、图纸、工作日志、文件、软盘或其他任何种类的电子数据存储器等。清退应当由甲乙双方列出清单，由甲方有关负责人与乙方签字确认，乙方不得留下任何与交接资料有关的复制件或电子数据存储器等。

#### 五、 限制竞业条款

(一) 乙方愿意与甲方签订本合同项下的限制竞业条款，并恪守限制竞业义务。

(二) 乙方离职后，甲方将与乙方约定竞业限制期限，甲方将按乙方月薪标准每月支付竞业限制费用，竞业限制期限截止，竞业限制费用同时停付。

(三) 乙方承诺并保证，在其任职期内，或无论何种原因离开甲方企业任职内，无论在何地域，除非获得甲方书面许可，将不会直接或间接实施下列行为：

- 1、单独或联同任何其他个人、企业、公司或组织，聘用或唆使或诱导任何甲方的经理或雇员离开甲方；
- 2、单独或联同其他个人、企业、公司或组织进行与或可能与甲方的任何业务发生竞争的行为，或唆使或诱导任何在乙方受聘期内曾与任何甲方接触或交易过的客户或供应商成为他方的客户或供应商或终止或重大减少与甲方的业务往来；
- 3、单独组建、参与组建或受雇于与甲方生产同类产品或经营同类业务且有竞争关系或者其他利害关系的其他公司或企业或组织，生产、经营与甲方有竞争关系的同类产品或业务。

(四) 乙方无论何种原因离开甲方企业任职内，乙方所作的与其在甲方任职工作有关的发明创造应属职务创造，归甲方所有，适用于本合同项下职务发明、创造的有关处理条款规定。

(五) 乙方无论何种原因离开甲方任职内，因乙方承担本合同项下限制竞业义务而造成乙方一定的经济损失，甲、乙双方商定，甲方支付乙方的月度工资中已包含保密费用，乙方认同该方案的合理性并接受。

#### 六、 合同的生效与变更

- 1、本合同经甲乙双方签字即具有约束力。
- 2、因乙方已经与甲方充分协商，对上述条款内容充分理解并自愿签订本合同，乙方在本合同项下签名是出于自己真实意思的表示。
- 3、假如本合同条款的任何部分因任何原因失效或不能执行，将不影响该条款其余部分或本合同任何其他条款的效力。假如本合同条款必须作出修改以收窄应用范围或缩短应用时间方可保持效力，则甲、乙双方另行协商对该等条款作出修订，并形成书面协议作为对本合同的变更或补充，具有约束力。

#### 七、 违约责任

- 1、乙方注意到，当签署本协议时，已经明确了相应的法律责任与义务，如果违背该协议，必须承担由此而产生的后果，包括：支付违约金。
- 2、乙方每违反一项保密或竞业限制义务，除需立即改正外，并需向甲方赔偿经济损失。
- 3、乙方在甲方的受聘期满或因故终止劳动合同并不影响本协议任何规定在期满或终止后继续执行或保持生效的条文。

#### 八、 其他

1、本协议虽与甲、乙双方签订的《劳动合同》有紧密关联，但又相对具有独立性，为此，当乙方在劳动合同期内出现违反本协议中保密及竞业限制义务，甲方除可行使追究乙方违约责任的权利外，也可选择使用或同时使用解除与乙方的劳动合同关系的权利。因甲方选择解除劳动关系权利时，乙方有异议，可直接通过劳动仲裁途径解决争议。若甲方选择本协议条款行使权利，可遇过诉讼程序解决。

- 2、因履行本协议发生纠纷，由甲方所在地人民法院管辖。
- 3、本协议一式两份，双方各执一份，具有同等效力。

甲方（盖章）：  
签订日期：2015年 9月 28日



乙方（签字）：孔祥新  
签订日期：2015年 9月 28日