

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT CONTRACT
<b>RESUBMIT DOCUMENT ID:</b>	505526201
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MIAO MARK CHEN	03/19/1983
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BASF CATALYSTS (SHANGHAI) CO., LTD
<b>Street Address:</b>	199 LUQIAO ROAD
<b>City:</b>	SHANGHAI
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	201206
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16320708
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)755-2150
<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>	919-755-8164
<b>Email:</b>	diann.gravius@wbd-us.com
<b>Correspondent Name:</b>	JESSICA L. GORCZYNSKI
<b>Address Line 1:</b>	555 FAYETTEVILLE STREET
<b>Address Line 2:</b>	WOMBLE BOND DICKINSON (US) LLP
<b>Address Line 4:</b>	RALEIGH, NORTH CAROLINA 27601
<b>ATTORNEY DOCKET NUMBER:</b>	B248 10240US.PCT (1216.7)
<b>NAME OF SUBMITTER:</b>	JESSICA L. GORCZYNSKI
<b>SIGNATURE:</b>	/jessica l. gorczyński/
<b>DATE SIGNED:</b>	12/16/2019
<b>Total Attachments: 12</b>	
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BASF Catalysts (Shanghai) Company Limited  
巴斯夫催化剂（上海）有限公司

**EMPLOYMENT CONTRACT**  
**劳动合同**

**between**

**BASF Catalysts (Shanghai) Company Limited**  
**巴斯夫催化剂（上海）有限公司**

**and**  
**和**

**CHEN Miao Mark**  
**陈淼**



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巴斯夫催化剂(上海)有限公司

- 1 Term  
合同期限
- 2 Contents of Work  
工作内容
- 3 Working Conditions, Labor Protection and Training against Occupational Hazard  
劳动条件、劳动保护和职业危害防护培训
- 4 Working Hours, Rest and Leave  
工作时间和休息休假
- 5 Labor Remuneration  
劳动报酬
- 6 Social Insurances and Benefits  
社会保险及福利
- 7 Company Regulations  
公司规章
- 8 Confidentiality, Non-compete, Intellectual Property and Supplementary Agreements  
保密、竞业限制、知识产权和附加协议
- 9 Modification of the Contract  
劳动合同的变更
- 10 Rescission and Termination of the Contract  
合同的解除和终止
- 11 Compensation for Contract Rescission or Termination  
合同解除或终止的补偿
- 12 Liability for Breach of Contract  
违反合同的责任
- 13 Settlement of Labor Dispute  
劳动合同争议的解决
- 14 Miscellaneous  
其他事项



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BASF Catalysts (Shanghai) Company Limited

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Employment Contract

劳动合同

BASF Catalysts (Shanghai) Company Limited with its legal address at 199 Luqiao Road, Pilot Free Trade Zone, Shanghai, China, Postal Code: 201206 Shanghai, (Hereinafter referred to as the "Company"), with its legal representative Mr. Michael Baier.

巴斯夫催化剂(上海)有限公司, 其法定注册地址为: 中国(上海)自由贸易试验区鲁桥路 199 号, 邮政编码: 201206, 法定代表人为: 贝格曼。(以下简称“公司”)

And 和

Mr. CHEN Miao Mark, having the current residential address at \_\_\_\_\_ Postal Code \_\_\_\_\_ with HuKou in \_\_\_\_\_ born on \_\_\_\_\_ in \_\_\_\_\_ ID No./Passport No. \_\_\_\_\_ (hereinafter referred to as the "Employee")

陈淼先生, 其现在住址 上海市虹口区王田新村11号 邮编: 200082 户籍地: 上海 1983 年 3 月 19 日出生于 \_\_\_\_\_ 身份证/护照号码 310321198303190219 (以下简称“员工”)

("Company" and "Employee" are hereinafter referred to as "Party" individually and "Parties" collectively, respectively) ("公司"和"员工"以下统称"一方", 合称"双方")

Following consultations conducted on the basis of equality, in accordance with the Employment Contract Law, the Labor Law of the People's Republic of China, all relevant laws and regulations and the Company's management policies, the Parties voluntarily enter into this Contract, by which they shall strictly abide

根据《中华人民共和国劳动合同法》,《中华人民共和国劳动合同法》和所有相关的法律法规及公司的管理制度, 公司与员工双方经平等协商, 自愿订立本合同并共同严格遵照执行。

1. Term 合同期限

1.1 This Contract is a fixed term contract which shall be effective for 3 years from June 3, 2016 to June 2, 2019. 本合同为固定期限劳动合同, 期限为叁年, 自 2016 年 6 月 3 日起至 2019 年 6 月 2 日止。

1.2 No later than one (1) month before this Contract expires, both Parties may discuss its renewal and inform the other Party in writing. If the Company initiates to renew the Contract, the Employee has to reply the Company in writing within five (5) days upon the renewal proposal is issued. Should the Employee delay, fail to reply the Company within the said period or not accept the conditions for the renewal, the Company will deem the Employee rejects the renewal proposal.

本合同期满前一个月, 双方可以书面通知对方续签合同进行协商, 经协商一致可以续订合同。如公司提出续订意向, 员工应在公司提出续订意向 5 个工作日内予以书面回复, 逾期书面回复的或不接受公司续签条件的, 或拖延办理续签手续的, 视为员工拒绝续订合同。

2. Contents of Work 工作内容

2.1 The Company assigns the Employee to work as Assistant Manager, R&D in R&D. The Employee's principle work location is Shanghai. Employee may need to take domestic or overseas business trips to the locations which include but not limited to where the Company's branches or operating offices, affiliates, the customers and suppliers are located. Other locations include where the Company needs to develop its business and explore its business opportunities and engaged in other business activities.

公司安排员工在研发部门担任研发助理经理职位。员工的主要工作地点为上海市。如员工因业务需要出差, 出差地点包括但不限于: 公司在国内外各分支机构所在地; 公司关联单位所在地; 公司客户和供应商所在地; 公司需要发展业务, 开拓商机, 参与其他商业活动的有关地区。



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8. Confidentiality, Non-competes, Intellectual Property and Supplementary Agreements 保密、竞业限制、知识产权和附加协议
- 8.1 For Confidential Information, intellectual protection, etc, the Company has the right to request the Employee to enter into separate agreements like Confidentiality Agreement, Non-competes Agreement, Intellectual Property (IP) Agreement.  
公司有权要求员工就保密和知识产权等事项另行签订单独的保密协议、竞业限制协议、知识产权协议。
- 8.2 During the term of employment and thereafter, except as stipulated by law or agreed by the Company, the Employee shall keep secret and confidential, and shall not disclose to any third party or person including to other personnel of the Company who do not need to know such information in order to perform their work, any proprietary data and information or any other business information considered secret and confidential by the Company (hereinafter referred to as "Confidential Information") In particular all technology licensed to the Company under any technology license contract or any other contract, confidential and proprietary information belonging to third parties subject to the Company's obligation to preserve the confidentiality of such information and to use it only for certain limited purposes. Other confidential information includes but is not limited to BASF strategic plans; HR development plan; financial statements and data; marketing, sales and distribution plans; customer and suppliers lists; manufacturing, engineering research and development plans; technical reports, product information, new product developments and the remuneration of the Employee and etc.  
除非法律明确规定或经公司同意,员工在聘用期间及之后应为任何专有数据和资料或公司认为是秘密和保密的任何其他业务资料(以下简称“保密资料”)保密,并且不向任何第三方或者第三者(包括不需要知道该等资料以完成其工作的公司其他员工)透露保密资料,特别是,根据任何技术许可合同或者其他合同许可给公司的技术,公司负有保密义务的属于第三方的保密或专有信息。其它保密资料包括但不限于巴斯夫战略计划、人力资源发展规划、公司财务报表和数据,市场营销策略、销售和分销方案、客户以及供应商资料、生产研究和开发计划、技术报告、产品信息、新产品开发、员工报酬等。
- 8.3 The Employee further undertakes not to use the Confidential Information or any part thereof for any purpose other than requested by the Company nor shall the Employee obtain or try to obtain Confidential Information, technical documents and customers information or any other commercial documents of the Company for internal or external use irrelevant to his/her own job position during the term of employment and thereafter.  
在聘用期间及之后,员工进一步承诺不得将保密资料或其任何部分用于公司要求以外的任何目的,也不设法使其本人工作所需的公司保密资料、技术文件和客户档案材料以及非本人工作所需的公司内部及对外的商业文件。
- 8.4 Upon request of the Company or the Employee's departure, the Employee shall timely and without delay hand over to the Company all Confidential Information he/she possesses, whether in paper, electronic files or otherwise and any other material of the Company.  
如公司要求或员工离职时,员工不得拖延并应及时将其所有的所有保密资料(无论是纸质、电子文档或其他形式的)以及任何其它公司资料交还公司。
- 8.5 The Employee shall report to the Company all discoveries, inventions, secret formula and improvements to technical processes as they relate to the Company's operations or business matters during his/her employment with the Company. For any invention-creation made by the Employee by using the material and technical means of the Company (including any invention-creation made by the Employee during the term of employment - within and without working hours - when performing his/her working duties and/or carrying out any tasks assigned by





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the Company, and any invention-creation made by the Employee within one (1) year after the Employee's departure from the Company for any reason which yet relates to the Employee's working duties or tasks assigned by the Company during the term of employment with the Company), the patent application right and patent right shall go to the Company. The Employee acknowledges and agrees that during the term of employment with the Company (including working hours and non-working hours), any works for that copyrights are obtainable and that relate to the Company's business shall be deemed as works created in order to carry out tasks assigned by the Company, and the right of attribution shall vest in the Employee, while the other copyright shall vest in the Company.

员工应向公司汇报其在聘用期间的与公司的营业或商务事宜有关的所有发现、发明、秘方和对工艺流程的改进。员工利用公司的物质技术条件所完成的发明创造(此等发明创造包括员工在其受雇于公司期间——包括工作时间和非工作时间——在履行其工作职责和/或执行公司委托的任何任务时做出的发明创造,包括员工因任何原因从公司离职一年之内作出的与其在公司服务期间的工作职责或公司委托完成的任务相关的发明创造),专利申请权和专利权归公司所有。员工认可并同意,在其受雇于公司期间(包括工作时间和非工作时间)创造的一切可获得著作权并与其本职工作或分配给员工其他工作有关的作品,均应视为为完成公司向其分配的任务而创造的作品,员工享有署名权,著作权的其他权利由公司享有。



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14.3 The Employee shall comply with the Employee Handbook, the BASF Code of Conduct, and other employment related policies that are subject to changes by the Company from time to time. The Employee shall read and familiarize him-/her-self with these company regulations and comply with the requirements.  
员工应遵守公司现在的和以后可能对依法修订的《员工手册》、巴斯夫《行为准则》, 以及其他劳动政策。公司将随时通过公布有关政策, 员工应阅读并熟悉这些政策, 并切实遵守。



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- 14.4 This Contract shall become effective when both Parties have signed for confirmation. This Contract is prepared in two (2) copies which are equally authentic. The Company will hold one (1) original signed copy and the Employee will have one (1). In case of any discrepancy between the Chinese version and the English version, the Chinese version shall prevail.  
本合同经双方签字后生效。本合同一式二份，均具有同等的法律效力。公司执一份，员工执一份。本合同的中文文本若有不一致，以中文文本为准。
- 14.5 The obligations of the Contract (including the rules and regulations references herein such as the Employee Handbook, the BASF Code of Conduct, and other documents issued from time to time by the Company) shall apply to the time of employment with the Company, and thereafter if related to Employee's employment with the Company and resulting from the character of the obligation.  
本合同（包括在此所附的规章制度，如员工手册、巴斯夫《行为准则》、以及其他公司适时颁布的文件）的义务适用于员工与公司的劳动关系存续期间，以及之后，如果责任的性质和责任与员工和公司的劳动关系是相关的。
- 14.6 The Employee hereby confirms that the current residential address indicated in this Contract is the valid correspondence address. Any documents, letters sent to this address by registered mail or express courier with valid mailing evidence should be regarded as receipt of the letter/document. The Employee is responsible to inform the Company in writing according to company procedure/ requirement about the change of the correspondence address within five (5) days after the change. Before the Company receives the notice of address change, the Company will send the letter/document to the Employee according to the original address.  
员工确认本合同登记的现居住地址为通讯地址。任何依该地址寄送（挂号邮寄或邮政快递）的信件/文件，如有为邮递凭证证明为送达。如员工通讯地址变更，员工有义务在变更之日起五个工作日内按公司要求书面通知公司。公司在收到员工变更书面通知前仍可被原地址寄送信件/文件。



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For and on behalf of

代表

BASF Catalysts (Shanghai) Company Limited

巴斯夫催化剂(上海)有限公司



Michael Baier  
Vice President

Business Management, Mobile Emission Catalysts Asia Pacific

全球副总裁

移动排放催化剂业务亚太区

Date

日期

*[Handwritten signature]*

Vera Xu

Head of Human Resources,  
Business & Function Units

总监

各与功能部门人力资源管理

Date

日期

Employee

员工

*[Handwritten signature]*

CHEN Miao Mark

陈淼

Date

日期