

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6073990

<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>
WEIDONG ZHANG	07/16/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SHANGHAI UNITED IMAGING HEALTHCARE CO., LTD.
<b>Street Address:</b>	NO. 2258 CHENGBEI ROAD, JIADING DISTRICT
<b>City:</b>	SHANGHAI
<b>State/Country:</b>	CHINA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15023696
<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>	XIAOBING ZHANG
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<b>ATTORNEY DOCKET NUMBER:</b>	20618-0003US00
<b>NAME OF SUBMITTER:</b>	XIAOBING ZHANG
<b>SIGNATURE:</b>	/Xiaobing Zhang/
<b>DATE SIGNED:</b>	04/22/2020
<b>Total Attachments: 14</b>	
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工号 personnel number:

# 劳 动 合 同

## LABOR CONTRACT

甲 方：上海联影医疗科技有限公司

Party A: SHANGHAI UNITED IMAGING HEALTHCARE CO., LTD.

法定代表人：俞 晔珺

Legal Representative:

法定地址：嘉定工业区兴贤路 1180 号 8 幢

Registered Address:

乙 方：张玮东

Party B: ZHANG, Weidong

身份证号码：3 71082198609309311

ID Number:

户口性质：城 镇

Domicile Nature:

家庭地址：上海 市长宁区延安西路 900 号

Home Address:

根据《中华人民共和国合同法》、《中华人民共和国劳动法》及有关法律和法规的规定，甲乙双方在平等自愿、协商一致的基础上签订本合同。

According to the Labor Contract Law of RPC, the Labor Law of PRC and relevant laws and regulations, Party A and Party B sign this contract on the basis of equality, free will and mutual consultation.

## 一、工作内容

### Article One Working Contents

1.1 甲方因生产需要，同意聘用乙方为本公司员工，职位为软件开发工程师。乙方同意接受该安排，遵守劳动纪律和职业道德，执行劳动安全规程，提高职业技能，完成生产（工作）任务。

To meet the production demand, Party A agrees to employ Party B as SW Development Engineer. Party B agrees to accept the arrangement, observe the labor discipline and professional ethics, carry out rules of safe operation, improve professional skills and accomplishes production tasks.

1.2 甲方可根据生产经营需要依法调整乙方的工作岗位或职位。

Party A may legitimately adjust Party B's post according to business requirements.

1.3 工作地点：

Work place:

员工的工作地点为：上海。通过向员工发出合规性通知，公司可以要求员工在公司指定的其它地点履行其工作职责。

The place of work of the Employee is defined as Shanghai. The Company may, on giving the Employee reasonable notice, require him/her to carry out his/her duties at such other place as the Company shall specify.

员工履行工作职责期间，公司还可以要求员工在中国境内和境外出差。

In the performance of the Employee's duties, he/she may also be required to travel throughout and outside of China.

如果员工工作职位调整，其工作地点也将相应调整。

Should there be any change of the Employee's job position, the place of work may be adjusted accordingly.

## 二、合同期限

### Article Two Term of Contract

本合同自2012年7月16日至2013年7月15日，其中试用期为5个月（自2012年7月16日至2013年1月15日）。劳动合同的期限届满或约定的终止条件出现，劳动合同即终止执行。经双方协商一致，可以解除或续订劳动合同。

This contract will be effect from July 16th, 2012 to July 15th, 2013, during which the probation period is 5 months (from July 16th, 2012 to January 15th, 2013). The contract will be terminated when the contract is at its expiry or agreed termination conditions occur. Both parties may rescind or renew the contract via mutual consultation.

## 三、工作时间

### Article Three Working Hours

3.1 甲方实行每周工作40小时和2天休息日（可能非星期六、日）的标准工时制度。

Party A carries out standard working hours system of 40 hours per week and two rest days (maybe they are not Saturday, Sunday).

3.2 甲方因工作需要，可能依法安排乙方在工作日或公休日加班。

Party A may legitimate arrange Party B to work overtime on working day or on general holidays due to business requirements.

3.3 甲方由于工作需要更改工时制度，经政府有关部门批准后，乙方应密切配合执行。

Party A may change working hours system for business requirement after approval by relevant government authorities and Party B shall execute it of his own will.

#### 四、薪酬

##### Article Four Remuneration

4.1 甲方支付乙方的每月基本工资为税前人民币\_\_\_\_\_元(含保密费 100 元, 公司有权对员工所获得上述薪水个人所得税予以代扣代缴, 上述薪酬不\_\_\_\_\_, \_\_\_\_\_可补贴规定按月向乙方支付的所有补贴或绩效给予的绩效奖金。

Party A pays RMB \_\_\_\_\_ to Party B as basic wage before tax per month, including confidential fee RMB100. The company will withhold individual income tax from the remuneration as required by PRC laws and regulations. The aforesaid remuneration excludes all subsidies paid to Party B pursuant to Party A's stipulation.

4.2 甲方严格执行国家有关最低工资的规定和标准。

Party A shall strictly implement relevant regulations and standard per the lowest wage.

4.3 甲方的发薪日期为每月 7 号之前发放上月工资。

Party A shall pay monthly salary before 7<sup>th</sup> of the next month.

#### 五、劳动保护与劳动条件

##### Article Five Labor Protection and Labor Conditions

5.1 甲方须对乙方进行劳动安全、业务技术及劳动纪律等方面的教育和培训, 并根据国家对劳动保护、安全生产的要求, 为乙方提供必要的生产(工作)条件, 保障乙方的安全健康。

Party A shall give Party B education and training programs relating to labor safety, professional skills and labor disciplines etc. According to the requirements of state labor protection and safe-production, Party A shall provide necessary working condition to ensure Party B's safety and health.

#### 六、社会保险和福利

##### Article Six Social Insurance and Welfare

6.1 甲方依法替乙方办理各项社会保险和住房公积金, 并缴纳的社会保险费用即住房公积金, 但依法规定之分摊比例, 属于乙方须自行负担之各项社会保险金和住房公积金, 由甲方于每月发薪时, 从乙方薪资中代扣代缴。

Party A shall transact social insurance, housing fund and pay them for Party B. Party A shall withhold the social security contribution legally undertook by Party B when paying the remuneration every month.

6.2 乙方享有国家规定的所有法定假期。

Party B will take all statutory holidays stipulated by the State.

6.3 甲方实行带薪年假制度, 乙方申请的具体天数和程序按甲方制定的带薪年假规定执行。

Party A carries out the paid annual leave system, Party B has the right to take paid annual leave, and the applying procedure for annual vacation shall be executed pursuant to Party A's stipulation.

## 七、乙方责任

### Article Seven Party B's Responsibility

7.1 乙方必须认真工作和劳动，保质保量地完成自己的生产任务。

Party B must work earnestly and accomplish its own tasks with quality and quantity.

7.2 乙方必须如实汇报工作，积极配合和协助上级的工作。

Party B must report its job according to the facts and shall cooperate with its uppers and assist their jobs.

7.3 乙方应严格履行甲方依法制定的规章制度和《员工手册》。

Party B shall strictly implement the rules and regulations and Handbook legally stipulated by Party A.

7.4 乙方应爱护甲方的财物，对由于本人责任造成的直接经济损失，必须予以赔偿并接受甲方的处罚。

Party B shall take good care of Party A's property and he/she must indemnify direct damage due to his/her liability and accepts Party A's punishment.

7.5 乙方在劳动合同有效期内未经甲方事先书面同意，不得为另一家雇主工作或自己经营企业。

Party B shall not work for another employer without Party A's written consent in the duration of the Contract.

7.6 乙方应严格保守甲方的商业秘密，不得向任何第三方泄露。

Party B shall strictly keep Party A's trade secret and can not divulge to any third party

7.7 如实陈述履历和学历。

Party B shall state his/her curriculum vitae and educational background according to the facts.

7.8 如甲方委派乙方培训（包括海外培训），乙方必须遵守甲方的培训条款和承诺。

Party B shall observe Party A's training rules and undertaking when Party A assigns Party B to be trained (including overseas training).

## 八、甲方无偿解除劳动合同

### Article Eight Cancellation of the Contract without Compensation by Party A

若符合下列情况之一的，甲方可以随时解除劳动合同，而不必给予乙方任何经济补偿：

Party A may cancel the Contract at any time without compensation to Party B under the following circumstances:

8.1 当乙方在试用期内不符合甲方的录用条件。

When Party B is proven to be unqualified for Party A's employment conditions during probation period.

8.2 乙方严重违反甲方依法制定的规章制度和劳动纪律。

Party B seriously violates rules and regulations, labor discipline legally stipulated by Party A.

8.3 乙方严重失职，营私舞弊，给甲方利益造成重大损失。

Party B seriously neglects his/her duty and grafts resulting in Party A's great loss.

8.4 乙方违反中国法律，受到司法处罚或追究刑事责任。

Party B violates the laws of PRC and gains judicial punishment or is found guilty.

8.5 其它法律、法规规定甲方可以单方解除劳动合同的情形。

Other circumstances permitted by law and regulation that Party can terminate the Contract.

## 九、甲方有偿解除劳动合同

### Article Ninth Cancellation of the Contract with Compensation by Party A

有下列情形之一的，甲方可以解除本劳动合同，但是应当提前 30 天以书面形式通知乙方或支付一个月基本工资代替，并依法支付乙方经济补偿金。

Under the following circumstances, Party A may cancel the Contract with 30 days prior written notice to Party B or paying one month basic wage instead and legally pay economic compensation or subsidy to Party B.

- 9.1 乙方患病或非因工受伤，医疗期满后仍不能从事原工作或由甲方另行安排的工作的。  
Party B is ill or non-work-related injured, and unable to do the former job or other job assigned by Party A after medical treatment.
- 9.2 乙方不能胜任工作，经过培训或调整工作岗位，仍不能胜任的。  
Party B is not competent for the job and still remains so after training or adjustment of the post.
- 9.3 本合同订立时所依据的客观情况发生重大变化，致使本合同无法履行，甲乙双方不能就变更本合同达成协议。  
The basis for the conclusion of the contract has materially changed so that the contract can no longer be carried out, while both parties can not reach an agreement on modifying the Contract by mutual negotiation.
- 9.4 甲方濒临破产，进入法定整顿期间或者生产经营状况发生严重困难，达到当地人民政府规定的严重困难企业标准，需要裁减人员，并按法定程序解除劳动合同的。  
Party A is close to bankruptcy and enters into legal rectification period or it is in a severe difficulty to meet the standard of severe difficult enterprise stipulated by the local government and the retrenchment is needed, and then Party A cancels the contract according to legal procedure.
- 9.5 其它法律、法规规定甲方可以支付相应补偿金单方解除劳动合同的情形。  
Other circumstance permitted by law and regulation that Party A can terminate the Contract with due compensation to the employee.

## 十、乙方要求解除劳动合同

### Article Ten Cancellation of the Contract at Party B's request

- 10.1 乙方要求解除本合同的，应当提前三十天以书面形式通知甲方。  
Party B shall give 30days prior written notice to Party A when requesting to cancel the Contract.
- 10.2 乙方在下列情况下，可随时通知甲方解除劳动合同。  
Under the following circumstances, Party B may inform Party A to terminate the Contract at any time.
- a. 在试用期内。  
Be in probation period.
- b. 甲方不按照劳动合同支付劳动报酬或者提供劳动条件的。  
Party A didn't pay the remuneration or provide working conditions according to the Contract.
- c. 甲方以暴力威胁或者非法限制人身自由的方法强迫乙方工作的。  
Party A requests Party B to work by force, threat or illegal restriction of personal freedom.

## 十一、违约责任

### Article Eleven Liability for Breach of Contract

- 11.1 甲方按第 9 条提前解除本合同，应按法律规定向乙方支付经济补偿金。  
Party A shall legally pay economic compensation to Party B when canceling the Contract pursuant to Article Ninth.
- 11.2 乙方在承诺服务期期满之前解除本合同，应按法律法规的约定及《培训合同》的约定退还培训费并赔偿甲方的经济损失。  
Party B shall return the training expenses and indemnify Party A for its economic loss according to the law and regulations and Training Agreement when he/she terminates the Contract before the expiration

of committed term.

## 十二、 合同附件

### Article Twelve Annexes of the Contract

12.1 本合同的附件为本合同不可分割的组成部分，与本合同具有同等的法律效力。

The Annexes are indivisible parts of the Contract and they have the equal effect with the Contract.

12.2 甲方依法制定的《员工手册》及各项规章制度是本合同的附件。

Handbook and other rules and regulations legally stipulated by Party A are annexes of this Contract.

## 十三、 劳动争议

### Article Thirteen Labor Disputes

甲乙双方若发生劳动争议，应通过友好协商解决，若不能解决，可以向当地有管辖权的劳动争议仲裁委员会申请仲裁。对仲裁不服的，可向人民法院起诉。提出仲裁的一方应当在劳动争议发生之日起法定期限内向劳动争议仲裁委员会提出书面申请，当事人对仲裁裁决不服的，可以在收到仲裁裁决书之日起 15 天内向人民法院起诉。

If labor dispute occurs, both parties shall resolve it through consultation. In case of failing to reach an agreement, each party may submit the dispute to Labor Dispute Arbitration Committee having jurisdiction. If rejecting the award, each party can take a proceeding. The party applying for arbitration shall submit the arbitration application to Labor Dispute Arbitration Committee within days as specified in relevant laws and regulations when the labor dispute arises. If rejecting the award, the party can sue to the court within 15 days after receipt of the award.

## 十四、 合同生效

### Article Fourteen Effectiveness of the Contract

本合同自甲、乙双方盖章、签字后生效。

The Contract comes into effect by signatures of both parties and shall be submitted to the surveyor.

## 十五、 其它

### Article Fifteen Miscellaneous

15.1 本合同未尽事宜，可由甲、乙双方另行订立补充条款，补充条款与本合同具有相同的法律效力。

If there is something unclear, both parties may conclude a supplement clause and the clause shall have the same effect as this contract.

15.2 在合同履行中，发生其他事项而本合同未明确的，按国家和地方有关法规执行。有关条款如国家和地方有新的法规规定，按新的规定执行。

If there is something undefined in this contract when implementing this contract, IT SHALL BE EXECUTED ACCORDING TO RELEVANT LAWS AND REGULATIONS OF THE STATE AND REGION. If there is a new stipulation per relevant clauses, they shall be carried out pursuant to aforesaid stipulation.

15.3 本合同的变更须经甲、乙双方协商同意，并办理合同变更手续，合同变更的内容，可由双方商定。

The modification of this contract shall be mutually agreed by both parties and shall be facilitated with the relevant procedure. The modified content can be agreed by both parties.

15.4 本合同中英文版本一式二份，甲、乙双方各执一份。如两种版本有冲突以中文版本为准。



This contract is made in duplicate in both Chinese and English, and each party holds one counterpart. In case the English version is conflicting with Chinese version, then Chinese version will prevail.

甲方(盖章)  
Party A(stamp)  
法定代表人(盖章)  
Legal Representative (stamp)  
2012年7月16日  
Dated this(date) of (month) (year)



乙方(签名) 张玮东  
Party B(signature):

2012年7月16日  
Dated this(date) of (month) (year)

附：员工手册及相关制度已阅已收记录表；

附：劳动合同变更记录；

Annex: Modification record of Labor Contract

变更原因 Alteration reason	变更内容 Alteration content	乙方(签名) Party B (signature)	甲方(盖章) Party A(stamp)	鉴证单位(盖章) Surveyor(stamp)
		年月日 (date ,month ,year)	年月日 (date ,month ,year)	年月日 (date ,month ,year)
		年月日 (date ,month ,year)	年月日 (date ,month ,year)	年月日 (date ,month ,year)
		年月日 (date ,month ,year)	年月日 (date ,month ,year)	年月日 (date ,month ,year)

工号 personnel number : 100641

# 劳动 合 同

## LABOR CONTRACT

甲 方 : 上海联影医疗科技有限公司

Party A: Shanghai United Imaging Healthcare Co., Ltd.

法定代表人 俞晔珣

Legal Representative: Yu Yexun

法 定 地 址 : 嘉定工业区城北路 2258 号

Registered Address: 2258 Chengbei Rd. , Jiading Industrial District

乙 方 : 张玮东

Party B: ZHANG WEIDONG

身份证号码 : 371082198609309311

ID Number: 371082198609309311

户 口 性 质 : 城镇

Domicile Nature:

送 达 地 址 : 山东省荣成市崖头镇台上刘家村

Address for Service:



根据《中华人民共和国合同法》、《中华人民共和国劳动法》及有关法律和法规的规定，甲乙双方在平等自愿、协商一致的基础上签订本合同。

According to the Labor Contract Law of PRC, the Labor Law of PRC and relevant laws and regulations, Party A and Party B sign this contract on the basis of equality, free will and mutual consultation.

## 一、工作内容

### Article One Working Contents

1.1 甲方因生产需要，同意聘用乙方为本公司员工，职位为软件开发工程师。乙方同意接受该安排，遵守劳动纪律和职业道德，执行劳动安全规程，提高职业技能，完成生产（工作）任务。

To meet the production demand, Party A agrees to employ Party B as SW Development Engineer. Party B agrees to accept the arrangement, observe the labor discipline and professional ethics, carry out rules of safe operation, improve professional skills and accomplishes production tasks.

1.2 甲方可根据生产经营需要依法调整乙方的工作岗位或职位。

Party A may legitimately adjust Party B's post according to business requirements.

1.3 工作地点

Work place:

员工的工作地点为：上海。通过向员工发出合理性通知，公司可以调整员工的工作地点，或者要求员工在公司指定的其它地点履行其工作职责。

The place of work of the Employee is defined as Shanghai. The Company may, on giving the Employee reasonable notice, adjust the Employee's work place, or require him/her to carry out his/her duties at such other place as the Company shall specify.

员工履行工作职责期间，公司还可以要求员工在中国境内和境外出差。

In the performance of the Employee's duties, he/she may also be required to travel throughout and outside of China.

如果员工工作职位调整，其工作地点也将相应调整。

Should there be any change of the Employee's job position, the place of work may be adjusted accordingly.

## 二、合同期限

### Article Two Term of Contract

本合同自 2015年7月18日 至 2020年7月15日，其中试用期为 0 个月。劳动合同的期限届满或约定的终止条件出现，劳动合同即终止执行。经双方协商一致的，可以解除或续订劳动合同。

This contract will be effect from July 18, 2015 to July 15, 2020, during which the probation period is 0 months. The contract will be terminated when the contract is at its expiry or agreed termination conditions occur. Both parties may rescind or renew the contract via mutual consultation.

## 三、工作时间

### Article Three Working Hours

3.1 甲方实行每周工作 40 小时和 2 天休息日（可能非星期六、日）的标准工时制度。

Party A carries out standard working hour system of 40 hours per week and two rest days (maybe they are not Saturday, Sunday).

3.2 甲方因工作需要，可依法安排乙方在工作日或公休日加班。

Party A may legitimate arrange Party B to work overtime on working day or on general holidays due to business requirements.

3.3 甲方由于工作需要更改工时制度，经政府有关部门批准后，乙方应密切配合执行。

Party A may change working hours system for business requirement after approval by relevant government authorities and Party B shall execute it of his own will.

#### 四、薪酬

##### Article Four Remuneration

4.1 甲方支付乙方的每月基本工资为税前人民币\_\_\_\_\_元，含保密费 100 元。公司有权对员工所获得上述薪水的个人所得税予以代扣代缴。上述薪酬不包括甲方根据公司补贴规定按月向乙方支付的所有补贴或按绩效给予的绩效奖金。

Party A pays RMB\_\_\_\_\_ Party B as basic wage before tax per month, including confidential fee RMB100. The company will withhold individual income tax from the remuneration as required by PRC laws and regulations. The aforesaid remuneration excludes all subsidies paid to Party B pursuant to Party A's stipulation.

4.2 甲方严格执行国家有关最低工资的规定和标准。

Party A shall strictly implement relevant regulations and standard per the lowest wage.

4.3 甲方的发薪日期为每月 7 号之前发放上月工资。

Party A shall pay monthly salary before 7<sup>th</sup> of the next month.

#### 五、劳动保护与劳动条件

##### Article Five Labor Protection and Labor Conditions

5.1 甲方须对乙方进行劳动安全、业务技术及劳动纪律等方面的教育和培训，并根据国家对劳动保护、安全生产的要求，为乙方提供必要的生产（工作）条件，保障乙方的安全健康。

Party A shall give Party B education and training programs relating to labor safety, professional skills and labor disciplines etc. According to the requirements of state labor protection and safe-production, Party A shall provide necessary working condition to ensure Party B's safety and health.

#### 六、社会保险和福利

##### Article Six Social Insurance and Welfare

6.1 甲方依法替乙方办理各项社会保险和住房公积金，并缴纳社会保险费用和住房公积金。但依法规定之分摊比例，属于乙方须自行承担之各项社会保险金和住房公积金，由甲方于每月发薪时，从乙方薪资中代扣代缴。

Party A shall transact social insurance, housing fund and pay them for Party B. Party A shall withhold the social security contribution legally undertook by Party B when paying the remuneration every month.

6.2 乙方享有国家规定的所有法定假期。

Party B will take all statutory holidays stipulated by the State.

6.3 甲方实行带薪年假制度，乙方申请的具体天数和程序按甲方制定的带薪年假规定执行。

Party A carries out the paid annual leave system. Party B has the right to take paid annual leave, and the applying procedure for annual vocation shall be executed pursuant to Party A's stipulation.

## 七、乙方责任

### Article Seven Party B's Responsibility

7.1 乙方必须认真工作和劳动，保质保量地完成自己的生产任务。

Party B must work earnestly and accomplish its own tasks with quality and quantity.

7.2 乙方必须如实汇报工作，积极配合和协助上级的工作。

Party B must report its job according to the facts and shall cooperate with its uppers and assist their jobs.

7.3 乙方应严格履行甲方依法制定的规章制度和《员工手册》。

Party B shall strictly implement the rules and regulations and Handbook legally stipulated by Party A.

7.4 乙方应爱护甲方的财物，对由于本人责任造成的直接经济损失，必须予以赔偿并接受甲方的处罚。

Party B shall take good care of Party A's property and he/she must indemnify direct damage due to his/her liability and accepts Party A's punishment.

7.5 乙方在劳动合同有效期内未经甲方事先书面同意，不得为另一家雇主工作或自己经营企业。

Party B shall not work for another employer without Party A's written consent in the duration of the Contract.

7.6 乙方应严格保守甲方的商业秘密，不得向任何第三方泄露。

Party B shall strictly keep Party A's trade secret and can not divulge to any third party

7.7 如实陈述履历和学历。

Party B shall state his/her curriculum vitae and educational background according to the facts.

7.8 如甲方委派乙方培训（包括海外培训），乙方必须遵守甲方的培训规范和承诺。

Party B shall observe Party A's training rules and undertaking when Party A assigns Party B to be trained (including overseas training).

## 八、甲方无偿解除合同

### Article Eight Cancellation of the Contract without Compensation by Party A

若符合下列情况之一的，甲方可以随时解除合同，而不必给予乙方任何经济补偿；

Party A may cancel the Contract at any time without compensation to Party B under the following circumstances:

8.1 当乙方在试用期内不符合甲方的职工录用条件。

When Party B is proven to be unqualified for Party A's employment conditions during probation period,

8.2 乙方严重违反甲方依法制定的规章制度和劳动纪律。

Party B seriously violates rules and regulations, labor discipline legally stipulated by Party A.

8.3 乙方严重失职，营私舞弊，给甲方利益造成重大损失。

Party B seriously neglects his/her duty and grafts resulting in Party A's great loss.

8.4 乙方违反中国法律，受到司法处罚或追究刑事责任。

Party B violates the laws of PRC and gains judicial punishment or is found guilty.

8.5 其它法律、法规规定甲方可以单方解除劳动合同的情形。

Other circumstances permitted by law and regulation that Party can terminate the Contract.

## 九、甲方有偿解除合同

### Article Nine Cancellation of the Contract with Compensation by Party A

有下列情形之一的，甲方可以解除本劳动合同，但是应当提前 30 天以书面形式通知乙方或支付一个月基本工资代替，并依法支付乙方经济补偿金。

Under the following circumstances, Party A may cancel the Contract with 30 days prior written notice to

Party B or paying one month basic wage instead and legally pay economic compensation or subsidy to Party B.

- 9.1 乙方患病或非因工受伤，医疗期满后仍不能从事原工作或由甲方另行安排的工作的。

Party B is ill or non-work-related injured, and unable to do the former job or other job assigned by Party A after medical treatment.

- 9.2 乙方不能胜任工作，经过培训或调整工作岗位，仍不能胜任的。

Party B is not competent for the job and still remains so after training or adjustment of the post.

- 9.3 本合同订立时所依据的客观情况发生重大变化，致使本合同无法履行，甲乙双方不能就变更本合同达成协议。

The basis for the conclusion of the contract has materially changed so that the contract can no longer be carried out, while both parties can not reach an agreement on modifying the Contract by mutual negotiation.

- 9.4 甲方濒临破产，进入法定整顿期间或者生产经营状况发生严重困难，达到当地人民政府规定的严重困难企业标准，确需裁减人员，并按法定程序解除劳动合同的。

Party A is close to bankruptcy and enters into legal rectification period or it is in a severe difficulty to meet the standard of severe difficult enterprise stipulated by the local government and the retrenchment is needed, and then Party A cancels the contract according to legal procedure.

- 9.5 其它法律、法规规定甲方可以支付相应补偿金单方解除劳动合同的情形。

Other circumstance permitted by law and regulation that Party A can terminate the Contract with due compensation to the employee.

## 十. 乙方要求解除劳动合同

### Article Ten Cancellation of the Contract at Party B's request

- 10.1 乙方要求解除本合同的，应当提前三十天以书面形式通知甲方。

Party B shall give 30days prior written notice to Party A when requesting to cancel the Contract.

- 10.2 乙方在下列情况下，可随时通知甲方解除劳动合同。

Under the following circumstances, Party B may inform Party A to terminate the Contract at any time.

- a. 在试用期内。

Be in probation period.

- b. 甲方不按照劳动合同支付劳动报酬或者提供劳动条件的。

Party A didn't pay the remuneration or provide working conditions according to the Contract.

- c. 甲方以暴力威胁或者非法限制人身自由的方法强迫乙方工作的。

Party A requests Party B to work by force, threat or illegal restriction of personal freedom.

## 十一. 违约责任

### Article Eleven Liability for Breach of Contract

- 11.1 甲方依第9条提前解除本合同，应按法律规定向乙方支付经济补偿金。

Party A shall legally pay economic compensation to Party B when canceling the Contract pursuant to Article Ninth.

- 11.2 乙方在承诺服务期期满之前解除本合同，应按法律法规的约定及《培训合同》的约定退还培训费并赔偿甲方的经济损失。

Party B shall return the training expenses and indemnify Party A for its economic loss according to the law and regulations and Training Agreement when he/she terminates the Contract before the expiration of committed term.

## 十二、 合同附件

### Article Twelve Annexes of the Contract

12.1 本合同的附件为本合同不可分割的组成部分，与本合同具有同等的法律效力。

The Annexes are indivisible parts of the Contract and they have the equal effect with the Contract.

12.2 甲方依法制定的《员工手册》及各项规章制度是本合同的附件。

Handbook and other rules and regulations legally stipulated by Party A are annexes of this Contract.

## 十三、 劳动争议

### Article Thirteen Labor Dispute

甲乙双方若发生劳动争议，应通过友好协商解决；若不能解决，可以向当地有管辖权的劳动争议仲裁委员会申请仲裁；对仲裁不服的，可向人民法院起诉。提出仲裁的一方应当在劳动争议发生之日起法定期限内向劳动争议仲裁委员会提出书面申请；当事人对仲裁裁决不服的，可以在收到仲裁裁决书之日起 15 天内向人民法院起诉。

If labor dispute occurs, both parties shall resolve it through consultation. In case of failing to reach an agreement, each party may submit the dispute to Labor Dispute Arbitration Committee having jurisdiction. If rejecting the award, each party can take a proceeding. The party applying for arbitration shall submit the arbitration application to Labor Dispute Arbitration Committee within days as specified in relevant laws and regulations when the labor dispute arises. If rejecting the award, the party can sue to the court within 15 days after receipt of the award.

## 十四、 合同生效

### Article Fourteen Effectiveness of the Contract

本合同自甲、乙双方盖章、签字后生效。

The Contract comes into effect by signatures of both parties and shall be submitted to the surveyor.

## 十五、 其它

### Article Fifteen Miscellaneous

15.1 本合同未尽事宜，可由甲、乙双方另行订立补充条款，补充条款与本合同具有相同的法律效力。

If there is something unclear, both parties may conclude a supplement clause and the clause shall have the same effect as this contract.

15.2 在合同履行中，发生其他事项而本合同未明确的，按国家和地方有关法规执行。有关条款如国家和地方有新的法规规定，按新的规定执行。

If there is something undefined in this contract when implementing this contract, IT SHALL BE EXECUTED ACCORDING TO RELEVANT LAWS AND REGULATIONS OF THE STATE AND REGION. If there is a new stipulation per relevant clauses, they shall be carried out pursuant to aforesaid stipulation.

15.3 本劳动合同的变更须经甲、乙双方协商同意，并办理合同变更手续，合同变更的内容，可由双方商定。

The modification of this contract shall be mutually agreed by both parties and shall be facilitated with the relevant procedure. The modified content can be agreed by both parties.

15.4 甲方需要通知的信息发送至乙方的送达地址或者乙方指定的电子邮箱之日起经过 3 日，即视为乙方已经收到并知悉邮件内容，送达完成。乙方指定的电子邮箱地址：wzhangzhong@163.com

It would be regarded as Party B has received and known the content of the mail after three days when Party A notify Party B the information to the address for service of Party B or e-mail address specified by Party B. E-mail address specified by Party B: \_\_\_\_\_

15.5 本合同中英文版本一式二份，甲、乙双方各执一份。如两种版本有冲突以中文版本为准。

This contract is made in duplicate in both Chinese and English, and each party holds one counterpart. In case the English version is conflicting with Chinese version, then Chinese version will prevail.

甲方(盖章):

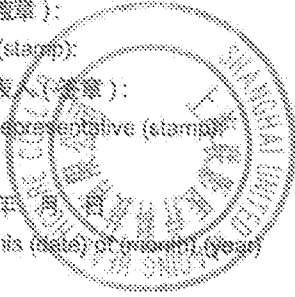
Party A(stamp):

法定代表人(盖章):

Legal Representative (stamp):

201 年 月 日

Dated this (date) of (month) (year)



乙方(签名):

Party B(signature):

张瑞东

2015年7月16日

Dated this(date) of (month) (year)

附: 员工手册及相关制度已阅已收记录表;

附: 劳动合同变更记录;

Annex: Modification record of Labor Contract

变更原因 Alteration reason	变更内容 Alteration content	乙方(签名) Party B (signature)	甲方(盖章) Party A(stamp)	验证单位(盖章) Surveyor(stamp)
		年 月 日 (date, month, year)	年 月 日 (date, month, year)	年 月 日 (date, month, year)
		年 月 日 (date, month, year)	年 月 日 (date, month, year)	年 月 日 (date, month, year)
		年 月 日 (date, month, year)	年 月 日 (date, month, year)	年 月 日 (date, month, year)