

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6408798

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JIANFEI HU	09/30/2018
RECEIVING PARTY DATA		
Name:	CHANGXIN MEMORY TECHNOLOGY (SHANGHAI) CO. LTD.	
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City:	SHANGHAI	
State/Country:	CHINA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17095743
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<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>		
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DATE SIGNED:	11/18/2020	
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劳动合同

甲方：长鑫存储技术（上海）有限公司

乙方：胡剑飞

工号：E01786

REEL: 054476

REEL: 054476

劳动合同 Labor Contract

甲方：（用人单位）Party A (Employer):

单位名称：长鑫存储技术（上海）有限公司

单位住所：上海市长宁区紫云路 421 号 T1-2103 室

Address: Room 11-2103, no. 421 ziyun road, changning district, Shanghai, China.

法定代表人 Legal representative: 金发华

乙方：（劳动者）Party B (Employee):

姓名 Name: 胡金飞

户籍地址 Household Registered Address: 上海市杨浦区恒仁路 1 号

居住地 Residential Address: 上海市徐汇区桂林西路 201 弄 8-503

邮政编码 Postcode:

固定电话 Fixed telephone:

移动电话 Mobile telephone: 15921403325

有效身份证件类型: ☒ 身份证; ☐ 护照; ☐ 台胞证; ☐ 其他

Effective identity certificate: ☐ ID card; ☐ Passport; ☐ Taiwan compatriot entry permit; ☐ other

证件号码 Certificate No.: 330226198110251933

电子邮箱地址 Email: huigfei@hotmail.com

甲乙双方确认上述联系方式为有效联系方式，一方就与本合同有关的一切事项向另一方上述任何一种联系方式（包括电子邮件）发出通知或其他法律文件即视为一方已经送达。一方上述联系方式发生变化的，应立即以书面形式通知另一方，因地址不实或其他原因导致无法送达的，由过错方承担责任。

Party A and Party B confirm that aforesaid address is effective contact methods, if any party sends notice or other legal document to the other party on all issues related to the Contract according to any of aforesaid contact methods (including email), it shall be deemed as being served. If aforesaid contact methods of any party changes, the other party shall be notified in writing immediately, if the notice cannot be served due to false address or other reason, the default party shall bear the liability.

甲方因业务需要，拟聘用乙方为公司员工。

Due to business requirement, Party A proposes to employ Party B as its employee.

甲乙双方根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》以及其他有关法律、法规和规章，根据平等自愿，协商一致的原则，达成劳动合同如下：

In accordance with Labor Law of the People's Republic of China, Labor Contract Law of the People's Republic of China and other relevant laws, regulations and rules, in the principle of equality and free will, consensus in negotiation, both parties enter into the following Labor Contract:

第一条 工作岗位和职责

Article 1 Working position and duty

- 1 甲方聘用乙方在 Set Design 部门担任 staff engineer 工作岗位(职务), 在合同期间甲方可以根据生产经营需要和乙方的业务能力及工作表现, 调整乙方的工作岗位, 乙方应服从甲方的正常工作安排, 努力完成岗位所规定的指标和任务。

Party A employs Party B for _____ position in _____ department. During the contract term, Party A may adjust the working position of Party B according to the business needs of Party A and the ability and working performance of Party B, Party B shall follow the normal working arrangement of Party A and fulfil his or her duties associated with the position after such adjustment.

- 2 在需要时, 经乙方同意, 甲方可调派乙方到其他与甲方有关的公司履行相关的职务。对于此调派, 甲方应履行必要的调派手续, 并保证乙方基本工资无重大变化; 乙方应确认将严谨依照甲方的指示或调派履行职务。

When required, upon the consent of Party B, Party A can transfer Party B to other company related to Party A to perform relevant duty. For such transfer, Party A shall perform necessary transfer procedure, and guarantee that the basic salary of Party B will have no significant change; Party B shall confirm performing duty strictly according to the instruction or transfer of Party A.

- 3 工作地点: 以 ☐ 合肥; ☒ 上海; ☐ 台湾; ☐ 其他 _____ (根据实际工作地点勾选) 为主, 包括其他甲方指定的地点。

Working place: mainly ☐ Hefei; ☒ Shanghai; ☐ Taiwan; ☐ other _____ (check according to actual working place), including other places designated by Party A.

- 4 乙方确认, 签署本合同前, 甲方已如安全全面告知了乙方工作内容、工作条件、工作地点、职业危害、安全生产状况、劳动报酬以及乙方要求了解的其他情况, 并对甲方劳动管理制度进行了详细的讲解。乙方亦认为甲方已对乙方进行了政治思想、职业道德、业务技术、劳动安全卫生以及甲方全部规章制度的教育和培训。

Party B confirms that, before signing the Contract, Party A has truly informed Party B of working content, working condition, working place, occupational hazard, production safety condition, labor remuneration and other situations that Party B requires knowing, and provided detailed description of labor management system of Party A. Party B also confirms that Party A has provided Party B with education and training on political thought, professional ethics, business technology, labor safety and health and all bylaws of Party A.

- 5 双方有关岗位聘用、解聘等事项按国家法律法规及甲方的规章制度办理。

Relevant position employment, dismissal, etc. of both parties shall be transacted according to national laws, regulations and bylaws of Party A.

第二条 合同期限

Article 2 Contract term

- 1 合同期限为以下第【2】种：

The contract term is the following 【 】：

- 1) 无固定期限；

No fixed term;

- 2) 有固定期限。合同期限____年，自2018年10月1日起至2021年7月1日止。

Fixed term. The contract lasts for ____year(s), from ____MM/____DD/____YY to ____MM/____DD/____YY.

- 2 若乙方开始工作时间与合同签订时间不一致的，以乙方实际到岗之日为合同起始时间。乙方实际到岗之日以乙方根据甲方要求办理入职手续完毕之日为准。

If the work commencement time of Party B is inconsistent with the contract's signing date, the actual registration time of Party B shall be the contract commencement time. The actual registration date of Party B shall be subject to the date when Party B completes entry procedure according to the requirement of Party A.

- 3 本合同期满，且不具有法定续签情形的，则本合同即行终止。

After the expiry of the contract term without legal renewal circumstance, the Contract shall be terminated.

第三条 试用期条款

Article 3 Probation period

- 1 本合同项下的试用期为____个月，自2018年10月1日起至2019年1月1日止。

The probation period under the Contract is ____months, from ____MM/____DD/____YY to ____MM/____DD/____YY.

- 2 试用期内，乙方可提前3天书面通知甲方解除劳动合同；如甲方认为乙方不符合录用条件的，甲方可解除劳动合同。

Within the probation period, Party B can send written notice to Party A to terminate the Contract 3 days in advance; if Party A considers that Party B fails to comply with the employment condition, Party A can terminate the Contract.

第四条 工作条件及劳动保护和职业危害

Article 4 Working condition and labor protection and occupational hazard

- 1 甲方应根据中国的有关劳动保护、安全生产的法律规定，采取有效措施，为乙方提供适当的劳动环境和工作条件。

Party A shall take effective measure to provide Party B with appropriate labor environment and working condition according to relevant Chinese laws and regulations on labor protection and production safety.

- 2 甲方根据乙方岗位实际情况，按照中国及甲方有关规定向乙方提供必要的劳动防护用品。乙方应严格按照要求穿戴劳动防护用品。

According to the actual situation of position of Party B and regulations of china and Party A, Party A shall provide Party B with necessary labor protection article. Party B shall wear labor protection article strictly according to the requirement.

- 3 甲方对乙方进行职业技术、劳动安全卫生及有关规章制度、员工手册、岗位职责等方面的教育和培训，乙方应认真参加并遵守相关规定。

Party B shall carefully participate in the training provided by Party A on occupational technology, labor safety and health and relevant bylaws, employee manual, position duty, etc., and comply with relevant regulations.

第五条 工作时间

Article 5 Working time

- 1 甲方根据政府相关政策或批复，实行标准工时工作制或不定时工作制或综合计算工时工作制，具体工作时间由公司相关规章制度另行确定或变更。每天的工作时间不包括就餐休息时间。

According to government's regulations and approvals, Party A implements standard or flexible or integrated computation working hour system. Specific working time of each position shall formulate or change by Party A's rules and regulations. Daily working time excludes meal break time.

- 2 甲方实行加班审批制度，凡乙方认为需要延长工作时间的，应提前向甲方进行书面申请，经书面批准后方可加班。否则，乙方自行延长工作时间或者乙方自行上班的，均非加班并不应获得加班费。

Party A implements overtime approval system, if Party B considers that it is necessary to prolong the working time, Party B shall submit the written application to Party A in advance, and obtain the work overtime approval in writing. Otherwise, Party B's prolonging working time or working without the permission shall not be deemed as overtime and shall not be entitled to any overtime compensation.

- 3 甲方安排乙方在非工作时间或休息日、节假日从事非本岗位的工作内容的，按国家有关法律、法规及甲方的规章制度进行处理。

If Party A arranges Party B for non-position work in non-working time or rest day, holiday, it shall be treated according to relevant national laws, regulations and bylaws of the State and Party A.

- 4 乙方享有国家规定的法定节假日、法定假期以及甲方规章制度规定的假期。但如甲方规章制度规定的假期长于国家法定标准的，甲方有权视工作需要缩短假期至法定最低标准并无需额外支付乙方工资报酬。

Party B enjoys national holiday, statutory holiday and holiday regulated by bylaws of Party A. However, if the holiday regulated by bylaws of Party A is longer than national legal standard, Party A shall have the right to reduce the holiday to the legal minimum standard according to the working requirement without paying additional remuneration to Party B.

第六条 劳动报酬

Article 6 Labor remuneration

- 1 按甲方现行工资制度，乙方具体工资依照聘任信，工资实行按月发放。乙方在事假和旷工期间，甲方有权扣除相应的工资。乙方具体基本工资依据公司薪酬管理办法确定，工资标准不低于上海市最低薪资标准。

According to current salary system of Party A, the salary pays by month. During personal affair leave and absence from work, Party A have the right to deduct the salary to Party B accordingly. Refer to specific amount of basic salary of Party B in Remuneration Confirmation and no less than the

minimum salary standard announced by Hefei government.

- 2 上述金额包括乙方应缴之个人所得税。乙方之个人所得税须由乙方个人承担，甲方作为扣缴义务人每月负责代扣代缴乙方的个人所得税。

The sum includes the payable individual income tax of Party B. The individual income tax of Party B shall be borne by Party B. Party A have an obligation to withhold and remit individual income tax.

- 3 如果甲方实行新的工资制度，调整工资水平时，或乙方的工作、岗位发生变化时，甲方可酌情对乙方的工资待遇予以调整。

If Party A implements new salary system and adjusts salary level, or the work or position of Party B changes, Party A can adjust the salary of Party B according to the situation.

- 4 如果乙方工作期间形成职务发明创造，由甲方享有发明专利申请权，并为专利权人。甲方依据其现时有效之专利管理制度，向乙方进行奖励和报酬。该等奖励和报酬一次性发放，即为每项专利的发明人的全部所得之奖励和报酬。

If Party B forms post invention during the working period, Party A shall have the invention patent application right as the patentee. Party A shall provide Party B with reward and remuneration according to current effective patent management system. The reward and remuneration shall be distributed in lump sum, and shall be all rewards and remunerations obtained by the inventor of every patent.

第七条 劳动保险及福利待遇

Article 7 Labor insurance and welfare

- 1 在合同期内，甲乙双方按国家和地区的规定参加社会保险。甲方为乙方办理有关社会保险手续。乙方亦应及时提供所需材料。如因乙方个人原因使甲方不能在规定时间内办理完毕，一切责任由乙方承担。

Within the contract term, both parties shall participate social insurance according to national and regional regulations. Party A shall transact relevant social insurance procedures for Party B. Party B shall provide required document in time. If Party A cannot complete within the regulated time due to personal reason of Party B, Party B shall bear all responsibilities.

- 2 甲方按国家及地区有关规定，给予女职工孕期、产假期、哺乳期的劳保福利待遇。

Party A shall provide female employee with labor protection welfare during pregnancy, maternity leave, lactation period according to relevant national and regional regulations.

- 3 在合同期内，乙方患病或非因工负伤的医疗待遇按国家、地区有关规定执行，其病假工资，疾病救济费和医疗待遇和保险福利等按照国务院和地区政府及甲方的相关规定和制度执行。

Within the contract term, the medical treatment of Party B for being sick or work-unrelated injury shall be executed according to relevant national and regional regulations, the sick leave salary, disease relief fee and medical treatment and insurance welfare, etc. shall be executed according to relevant regulations and systems of State Council and regional government and Party A.

- 4 乙方享有中国规定的法定节假日，并享有婚假、丧假、年假等带薪假期。乙方其他保险福利待遇，按照国务院和地区政府及甲方的相关规定和制度执行。

Party B shall enjoy Chinese legal holiday, and paid leave as marriage leave, funeral leave, annual

leave, etc. Other insurance welfare of Party B shall be executed according to relevant regulations and systems of State Council and regional government and Party A.

第八条 劳动纪律、劳动安全和奖惩办法

Article 8 Labor discipline, labor safety and reward and punishment measures

- 1 甲方有权根据生产经营需要，依法制定规章制度和劳动纪律。甲方依法制定的各项管理制度为本合同的组成部分。

Party A shall have the right to formulate bylaws and labor discipline according to law and production operation requirement. The management systems formulated by Party A according to law shall be the component of the Contract.

在本合同中甲方的规章制度是指：甲方不时颁布的规范本企业及员工的公告、规定、准则、决定、通知、职责、制度手册、管理办法及类似名称对企业及员工有广泛约束力的文件。甲方可以采取书面、口头及电子通讯的方式等进行发布。

The bylaws of Party A in the Contract refer to: announcement, regulation, rule, decision, notice, duty, system manual and document in similar name with wide binding force on the enterprise and employee issued by Party A from time to time on regulating the enterprise and employee. Party A can issue in writing, orally and through electronic communication.

- 2 在履行本合同期间，甲方可以对其规章制度、劳动纪律进行修订或更新。如果原规章制度、劳动纪律与甲方新的规章制度、劳动纪律不一致的，乙方同意按照甲方新的规章制度、劳动纪律执行。

During the performance of the Contract, Party A can revise or update the bylaws, labor discipline. If original bylaws, labor discipline are inconsistent with new bylaws, labor discipline of Party A, Party B shall agree to execute according to new bylaws, labor discipline of Party A.

- 3 乙方应严格遵守，执行甲方制定的规章制度，遵守劳动安全卫生、生产工艺、操作规程和工作规范；遵守职业道德；爱护甲方财产；积极参加甲方组织的培训，努力提高自身素质，完成本职工作。

Party B shall strictly obey and execute bylaws formulated by Party A, abide by labor safety and health, production process, operation specification and working code; abide by professional ethics; take care of property of Party A, actively participate in the training organized by Party A, make efforts to improve personal quality and complete own work.

- 4 乙方未获得部门主管同意而擅自缺勤，视作无故旷工，属严重违反公司制度行为，依《劳动合同法》及公司的相关规章制度规定，甲方将解除与乙方劳动合同。乙方因上述原因自动离职的，甲方不向乙方支付经济补偿金。乙方承诺赔偿因自动离职而给甲方造成的经济损失。

For Party B, absent from work without approval from department manager of Party A, it shall be deemed as serious violation against the company system, according to Labor Contract Law and Reward and Punishment Management System of the company, Party A shall terminate labor contract with Party B. If Party B voluntarily quits due to aforesaid reason, Party A shall not pay economic compensation to Party B, and Party B shall promise to compensate the economic loss of Party A caused by voluntary separation.

- 5 乙方违反甲方劳动纪律和甲方的规章制度的，甲方有权根据规章制度，并视情节轻重给予乙方

纪律处分、经济制裁等处罚，直至解除本合同。

If Party B violates the labor discipline and bylaws of Party A, Party A shall impose disciplinary sanction, economic sanction, etc. on Party B according to the circumstance, even terminating the Contract.

- 6 在合同期间，如乙方在工作中做出重要贡献，甲方可酌情给予乙方奖励。

Within the contract term, if Party B makes important contribution in the work, Party A can reward Party B according to the circumstance.

第九条 甲方、乙方承诺与保证事项

Article 9 Promise and guarantee of Party A, Party B

1 甲方承诺与保证事项

Promise and guarantee of Party A

- 1.1 甲方保证自己是合法的中国企业法人，保证已经通过相关工商机关的正式注册，并遵守中国政府的相关法律法规；

Party A guarantees to be a legal Chinese corporate, and has been formally registered at relevant industry and commerce organization, and promise to obey relevant Chinese laws and stipulations.

2 乙方承诺与保证事项

Promise and guarantee of Party B

- 2.1 乙方保证自己是具有劳动行为能力，享有劳动权利的适任自然人。乙方保证对甲方提供的个人资料真实、准确、完整；乙方个人资料包括但不限于本人身份证明、学历证明、就业状况、工作经历、离职证明、所获奖励、职业技能等。如乙方对于前述内容提供不实，属于欺诈行为，甲方可据此解除合同，如因此给甲方造成损失，乙方应予以赔偿；

Party B guarantees to be eligible natural person with labor capacity and labor right. Party B guarantees that personal data provided to Party A is authentic, precise, complete; personal data of Party B shall include but not be limited to personal identity certificate, academic certificate, employment status, working experience, resignation certificate, reward obtained, occupational skill, etc. If The above content guaranteed by Party B is inauthentic, it shall be deemed as fraudulent conduct, Party A can cancel the Contract, and Party B shall compensate the loss of Party A caused hereby.

- 2.2 乙方保证认真阅读、随时留意甲方以适当方式公开颁布及向乙方发布的甲方的规章、制度，并对其完全遵守；

Party B guarantees to carefully read and pay attention to the rules and systems that Party A announced in proper form and issued to Party B, then completely abide by it;

- 2.3 乙方承诺在本合同签字后，不兼任其他单位的任何职务，除非经由甲方的专门许可或指派，否则应当赔偿由此给甲方造成的损失；

Party B promises not to take part-time duty in other unit after signing the Contract, unless being approved or designated by Party A, otherwise, Party B shall compensate the loss of Party A caused hereby.

- 2.4 乙方保证妥善保管甲方财物，乙方因任何原因离职时，均须归还甲方财物，包括但不限于电脑、软件、光盘、技术文档等。如乙方疏忽丢失或者蓄意损害，应予以赔偿。

Party B guarantees to keep the property of Party A with due care, when Party B resigns for any

reason, Party B shall return property of Party A, including but not be limited to computer, software, optical disk, technical document, etc. If Party B carelessly loses or intentionally damages, Party B shall compensate for it.

第十条 合同的终止、变更、续订和解除

Article 10 Termination, change, renewal and cancelation of the Contract

1 发生下列情况之一者, 允许变更劳动合同:

In any one of the following circumstance, the labor contract shall be changed:

1.1 经甲乙双方协商同意, 并不因此而损害国家、集体、社会和他人的利益;

Both parties agree through negotiation without damaging national, collective, social interests and interest of others;

1.2 订立劳动合同所依据的法律法规已经修改或客观情况发生重大变化;

Laws and regulations on which the labor contract is based have been modified or the objective situation has significant change;

1.3 由于甲方单位严重亏损或关闭、停产、转产确实无法履行劳动合同的规定, 或由于主管机关决定改变了工作任务、性质;

The regulation of the labor contract cannot be performed due to serious deficit or shutdown, production stop, transfer of the unit of Party A, or the authority in charge decides to change the working assignment, nature;

1.4 由于不可抗力或由于一方当事人虽无过失但无法防止的外因, 致使原合同无法履行;

Original contract cannot be performed due to force majeure or external cause in which any party has no fault but cannot prevent;

1.5 法律规定的其他情况。

Other situation regulated by laws.

2 乙方有下列情形之一的, 甲方可以随时解除劳动合同:

If Party B has any one of the following circumstances, Party A can cancel the labor contract at any time:

2.1 在试用期间被证明不符合录用条件的; 在试用期内如发生下列情形之一, 即为不符合录用条件:

If Party B is proved ineligible during the probation period; if Party B has any one of the following circumstances during the probation period, it shall be deemed as ineligible:

2.1.1 提供虚假学历证书、工作经历、离职证明或个人简历等;

Provide false academic certificate, working experience, resignation certificate or personal CV, etc.;

2.1.2 员工登记表填写内容不真实;

The content filled in employee registration form is inauthentic;

2.1.3 试用期考核不合格;

Unqualified in examination during probation period;

2.1.4 不能按岗位要求完成工作任务;

Cannot complete working assignment according to position requirement;

2.1.5 工作态度消极、缺乏团队合作精神、沟通能力不足;

Passive in work, lack of teamwork spirit, lack of communication ability;

2.1.6 有任何违反公司规章制度的行为或不符合录用岗位岗位描述要求的情况;

Have any behavior against company bylaws or situation that fails to comply with the requirement of applied position;

2.1.7 员工与其他用人单位建立全职或兼职劳动关系或劳务关系;

The employee establishes full-time or part-time labor relationship with other employer;

2.1.8 其他不符合录用条件的情形;

Other circumstance that fails to comply with employment condition;

2.2 严重违反劳动纪律、员工手册或规章制度的;

Seriously violate labor discipline, employee manual or bylaws;

2.3 严重失职, 营私舞弊, 对甲方利益造成重大损害的;

Gross neglect of duty, jobbery, cause serious damage of interest of Party A;

2.4 严重违反国家法律及法规或地方政府的法规, 或被依法追究刑事责任的;

Seriously violate national laws and regulations, regulations of local government, or be investigated for criminal liability;

2.5 乙方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, 或者经甲方提出, 拒不改正的;

Party B establishes labor relationship with other employer at the same time, which seriously affects completion of working assignment of Party A, or refuse to correct after being reminded by Party A;

2.6 乙方违反本合同及附件有关竞业禁止、保密规定及乙方的其他承诺与保证事项的;

Party B violates relevant regulation of the Contract and appendix on non-competition, confidentiality and other promise and guarantee of Party B;

2.7 因乙方向甲方提供虚假的个人资料, 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、职业技能等是虚假或伪造的; 应聘前曾受到其他单位警告、记过、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情况或者乙方以欺诈、胁迫的手段或者乘人之危, 使甲方在违背真实意思的情况下订立或者变更合同的。

Party B provided false or counterfeited Personal data to Party A, which include but not be limited to resignation certificate, identity certificate, resident certificate, academic certificate, check-up certificate, occupational skill, and etc. Party B didn't declare at application about he/she had been warned, or demerit record, dismissal or removal and etc. from other authorizations before, or had taking-drug record, Party B received labor education, be detained or investigated for criminal liability before application, but he or she didn't declare at application or Party B made Party A sign or change the Contract against the real will of Party A through cheating, threatening or taking advantage of Party A's precarious situation.

3 有下列情形之一的, 甲方可以解除劳动合同, 但是应当提前三十日以书面形式通知或额外支付乙方一个月工资后, 解除本合同:

In any of the following circumstances, Party A can remove labor contract on the condition of notifying in writing thirty days in advance or paying additional one-month salary to Party B:

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

Party B is sick or gets work-unrelated injury, cannot be engaged in original work or other work arranged by Party A after expiry of medical treatment period;

3.2 乙方不能胜任工作, 经过培训或者调整工作岗位, 仍不能胜任工作的;

- Party B is incompetent position;
3.3 劳动合同订立时所依
方协商不能就变更劳
The objective situation
original labor contract
the labor contract throu
- 4 甲方有下列情形之一，确需
工会或者职工的意见，经向
合同：
If Party A has any of the follo
the trade union or all employe
report to labor and social secu
terminating labor contract with
4.1 依照企业破产法规定
Reform according to the
4.2 生产经营发生严重困
Production operation ha
甲方依据前款规定裁减人员。
If Party A reduces personnel ac
months, Party A shall give prio
- 5 乙方有下列情形之一的，甲
If Party B has any of the follo
5.1 患病或者非因工负伤，
Party B is sick or gets
period;
5.2 女职工在孕期、产期，
Female employee is du
5.3 乙方患职业病或因工
的，
Party B suffers from oc
treatment, and is confir
5.4 法律、行政法规规定
Other circumstances re
6 乙方解除劳动合同，应当提
能超过一个月。在此之前，
前 150 天以书面形式通知甲
Party B shall send written not
Party A shall give formal reply
approval of Party A, Party B s
Party A, Party B shall send wi
- compensation or indemnity.
work handover is completed and
transact include but not be
信函、员工信息卡，名片等；
company employee, such as work
rd and etc.;
等；
nery, communication
oyee;
signed by the company.
according to the company
Party A, resignation audit shall
损失的，乙方应当予以赔偿。
责任。
damaged or lost, etc., which
if result of Party B proves that
nsibility.
劳动合同的证明，并在本合同
工关系和社会保险关系转移手
e, Party A shall issue certificate
hip and social insurance
s after the Contract is canceled
方赔偿。
y A, Party A shall have the right
赔偿。
other party, the party shall

can take decryption measure.

7 有下列情形之一的，乙方可以随时通知甲方解除劳动合同：

In any one of the following circumstances, Party B can notify Party A to terminate the labor contract at any time:

7.1 甲方未按照劳动合同约定提供劳动保护或劳动条件的；

Party A fails to provide labor protection or labor condition according to the stipulation of labor contract;

7.2 甲方未及时足额支付劳动报酬的；

Party A fails to pay labor remuneration in full amount in time;

7.3 甲方未依法为劳动者缴纳社会保险费的；

Party A fails to pay social insurance fee for the employee;

7.4 甲方的规章制度违反法律、法规的规定，损害劳动者权益的；

The bylaws of the employer violates laws, regulations, and damages interest of the employee;

7.5 甲方以欺诈、胁迫的手段或者乘人之危，使对方在违背真实意思的情况下订立或者变更劳动合同的；

The employer makes the other party sign or change the Contract against the real will of Party A through cheating, threatening or taking advantage of Party A's precarious situation;

7.6 甲方以暴力、威胁或者非法限制人身自由的手段强迫劳动的；

Party A forces labor through violence, threat or illegal restriction of personal freedom;

7.7 法律、行政法规规定劳动者可以解除劳动合同的其他情形。

Other circumstance in which the employee can cancel labor contract according to laws, administrative regulations.

8 有下列情形之一的，劳动合同自行终止：

In any one of the following circumstances, labor contract shall be automatically terminated;

8.1 劳动合同期满且无法定应当续签情形的；

Labor contract is expired and has no legal renewal circumstance;

8.2 劳动者开始依法享受基本养老保险待遇的；

The employee starts enjoying basic endowment insurance according to law;

8.3 劳动者死亡或者被人民法院宣告死亡或者宣告失踪的；

The employee is dead or announced dead or missing by people's court;

8.4 用人单位被依法宣告破产的；

The employer is announced bankrupt according to law;

8.5 用人单位被吊销营业执照、责令关闭、撤销或者用人单位决定提前解散；

The employer is revoked of business license, ordered to shut down, canceled or the employer decides dissolution in advance;

8.6 法律、行政法规规定的其他情形。

Other circumstance regulated by laws, administrative regulations.

9 不论劳动合同因何种原因解除或终止，乙方均应当按照甲方的要求办理工作交接手续，甲方应当支付经济补偿金或赔偿金的，在工作交接完成，随离职当月工资支付。乙方应当办理的工作交接手续，包括但不限于：

No matter why the labor contract terminated, Party B shall transact work handover procedure

according to the requirement of Party A. If Party A shall pay economic compensation to Party B, Party A shall pay together with the salary of the last month when the employee resigns. The work handover procedure that Party B is limited to:

- 9.1 归还所有代表公司员工身份的证明文件，如工作证、介绍信、通行证、入职登记表、员工信息卡、名片等。
Return all certificate documents that represent the identity of the employee, such as permit, introduction letter, employee information card, name card, etc.
- 9.2 归还所有公司文件、资料、记录、设备、文具、通讯设备等。
Return all company documents, data, records, equipment, stationery, communication equipment, etc.;
- 9.3 归还更衣箱、工具箱及员工保管的所有公司的钥匙。
Return locker, tool box and all company keys kept by the employee.
- 9.4 向继任者或公司指派的其他同事交代清楚所有工作。
Clearly explain all works to the successor or other colleagues.
- 9.5 与财务部门结算所有应付款项、应收款项。
Settle all payables, receivables with financial department;
- 9.6 其他根据公司规定必须移交的物品、工具、技术资料等。
Other article, tool, technical data, etc. that must be handed over according to regulation.
- 9.7 乙方岗位对甲方利益有较大影响的，还须进行离任审计。
If the position of Party B has great influence on the interest of Party A, a resignation audit shall be conducted.

因乙方负责保管的相关文件、物品损毁或遗失等原因给甲方造成损失的，乙方离任审计结果证明其有过失给甲方造成损失的，应当承担赔偿责任。
If relevant document, article that Party B is responsible for keeping causes loss of Party A, Party B shall compensate. If the resignation audit result proves that Party B is responsible for the loss, Party B shall bear compensation responsibility.

- 10 乙方办理完毕交接手续后三个工作日内，由甲方出具解除或终止劳动合同通知。乙方应在通知送达之日起十五个工作日内为乙方办理离职手续。
Within three working days after Party B completes handover procedure, Party A shall issue notice of canceling or terminating labor contract, and employment relationship transfer procedure for Party B within fifteen working days after the notice is issued. If Party B is canceled or terminated and the handover of Party B is completed, Party B shall complete the resignation procedure within fifteen working days.

乙方不按规范办理交接手续，造成甲方损失的，甲方有权要求乙方赔偿。
If Party B fails to transact handover procedure and causes loss of Party A, Party A has the right to require Party B to compensate.

乙方不按规范办理交接手续，造成甲方损失的，甲方有权要求乙方赔偿。
If Party B fails to transact handover procedure and causes loss of Party A, Party A has the right to require Party B to compensate.

第十一条 经济补偿与赔偿

Article 11 Economic compensation and indemnity

- 1 甲乙双方任何一方违反本合同约定，给对方造成损失的，应当承担赔偿责任。
If any party violates the stipulation of the Contract and causes loss of the other party, the party shall compensate.
- 2 甲方应当按照国家、地区的有关规定向乙方支付经济补偿金。
Party A shall pay economic compensation to Party B according to the relevant provisions of the state and the region.

Party A shall pay economic compensation according to relevant national, regional regulation.

经济补偿金的标准为：甲方根据乙方在甲方工作年限和乙方解除本合同前 12 个月的平均工资，工作每满 1 年支付 1 个月的经济补偿金，6 个月以上不满 1 年的，按 1 年计算；不满 6 个月的，支付半个月工资的经济补偿金。如乙方月工资高于甲方所在直辖市、设区的市级人民政府公布的本地区上年度职工月平均工资三倍的，经济补偿金的标准按所在地区上年度职工月平均工资三倍支付，且支付年限最高不超过十二年。

Standard of economic compensation is, Party A shall pay 1 month of economic compensation for every year of service length which Party B worked at Party A. The compensation shall according to the average salary of Party B 12 months before the Contract cancelled. For the service length is more than six months but less than 1 year, it shall calculate as 1 year; for the service length is less than 6 months, the economic compensation shall be equal to the salary of half a month.

If the salary of Party B is higher than three times of civic average salary in last year which announced by the municipal government where Party A located, the economic compensation shall be paid according to three times of aforesaid civic average salary, as well as the payment period shall not be more than twelve years.

- 3 甲乙双方约定，如乙方未满足本合同约定的条件提出解除劳动合同的，应提前 30 天以书面形式通知甲方并取得甲方同意方可解除劳动合同。

Both parties stipulate that if Party B fails to propose to cancel the labor contract according to the condition stipulated by the Contract, Party B shall notify Party A in writing 30 days in advance and obtain the approval of Party B before terminate the labor contract.

- 4 在劳动合同有效期内如甲方出资对乙方进行培训，乙方在约定的服务期限届满前提出辞职，甲方有权要求员工履行相应的培训赔偿责任，具体按照相关培训制度执行。

Within the validation of the labor contract, if Party A contributes to train Party B, and Party B proposes to resign before the expiry of stipulated service period, Party A shall have the right to require the employee to perform relevant training compensation responsibility, and specific content shall be executed according to relevant training system.

- 5 乙方违反保守商业秘密事项或相关竞业禁止的约定，给甲方造成损失的，应依法承担赔偿责任。甲乙双方另行签订《保密协议》和《不竞争协议》以规范双方关于保密、竞业禁止的相关事宜。

If Party B violates business secret confidentiality and relevant non-competition stipulation and causes loss of Party A, Party B shall bear compensation responsibility according to law. Both parties shall further sign confidentiality and non-competition agreement to regulate relevant issue of confidentiality, non-competition of both parties.

- 6 乙方虽未明确表示解除本合同，但拒绝执行甲方的工作任务，或利用较多的工作时间处理个人私事，或从事第二职业，或在合同期内与其他用人单位签订劳动合同或劳务合同的，自甲方书面通知乙方之日起，乙方自愿放弃依劳动合同取得劳动报酬和经济补偿的权利，并在 15 日内办理自动离职手续并赔偿甲方的相应损失。

Not affirmative disclosure of terminating the contract, Party B still refuses to complete working assignment from Party A, or utilizes most of working time for dealing with personal affairs, or takes on second jobs, or keeps labor relationship with other employer within the contract term, Party B shall waive the right of obtaining labor remuneration and economic compensation voluntarily according to the labor contract from the date when Party A sends written notice to Party B, and transact voluntary resignation procedure within 15 days, and compensate relevant loss of Party A.

- 7 乙方在签订劳动合同时隐瞒真实情况、制造假象，或与其他用人单位仍存在劳动关系，导致劳

动合同无效或者因此甲方与第三方发生劳动争议,乙方应承担全部经济的、行政的法律责任,并赔偿甲方的一切损失。

If Party B hides actual situation, creates false impression when signing the labor contract, or still has labor relationship with other employer, which makes the labor contract invalid or causes labor dispute between Party A and the third party, Party B shall bear all economic, administrative legal liabilities, and compensate all losses of Party A.

- 8 如乙方因个人原因不能及时为甲方提供办理各类用工手续所需的材料,使甲方违反了国家或地区相关规定而引发经济损失,甲方有权向乙方进行追偿。

If Party B cannot provide materials required by Party A for transacting various employment procedures due to personal reason, and makes Party A violate national or regional regulation and cause economic loss, Party A shall have the right to ask Party B for compensation.

- 9 乙方侵占甲方财产给甲方造成损失的,乙方应返还相应财物,并赔偿甲方损失,乙方无法律规定或者合同约定而获得甲方利益的,乙方应将所获不当得利返还甲方。

If Party B embezzles the property of Party A and causes loss of Party A, Party B shall return relevant property, and compensate the loss of Party A. If Party B obtains the interest of Party A against legal regulation or contract stipulation, Party B shall return the unjust enrichment to Party A.

第十二条 劳动争议处理

Article 12 Settlement of labor dispute

双方对于因履行本合同所产生的劳动争议,应当友好协商解决,如三十日内双方未能达成同意处理方案,任何一方可向有管辖权的劳动争议仲裁委员会申请仲裁。不服仲裁裁决的,可依法向甲方所在地人民法院提起诉讼。

Labor dispute arising from the performance of the Contract shall be solved by both parties through friendly negotiation, if no agreement is reached within thirty days, any party can apply to the competent labor dispute arbitration commission for arbitration. If any party refuses to accept the arbitral award, the party can submit to local people's court where Party A is.

第十三条 其他

Article 13 Miscellaneous

- 1 本合同自甲乙双方签字盖章之日起生效。双方协商一致可签订书面补充合同,与本合同具有同等法律效力。

The Contract comes into effect after being signed and sealed by both parties. Through reaching consensus in negotiation, both parties can sign written supplemental contract, which has equal legal force with the Contract.

- 2 甲方的员工手册、甲乙双方签订的保密协议/不竞争协议/入职承诺书/聘任信/职务发明权属协议为本合同之附件,与本合同具有同等法律效力。

The employee manual of Party A, Confidentiality Agreement/Non-competition Agreement/Entry Commitment Letter/Offer Letter/Employee Invention Ownership Agreement signed by Party B and Party A shall be the appendix of the Contract, and have equal legal force with the Contract.

- 3 本合同及补充合同有未尽事宜的,遵照甲方规章制度执行,甲方规章制度无相关规定或与国家、当地有关规定相悖的,按国家、当地有关规定执行。

The unsettled affair of the Contract and supplemental contract shall be executed according to the bylaws of Party A; if the bylaws of Party A have no relevant regulation or go conflict with relevant national, regional regulation, it shall be executed according to relevant national, regional regulation.

- 4 本合同任何具体条款，无论是当事人协商修改，还是法院或其他有权机关判决部分无效或进行修改，均不影响其他部分的效力。

Any specific clause of the Contract, despite of being modified by relevant party through negotiation, or judged by the court or other competent authority invalid or modified, shall not affect the force of other party.

- 5 本合同正本一式两份，甲、乙双方各执一份，具有同等法律效力。

The original of the contract is provided in duplicate, with each part bearing one, with equal legal force.

本劳动合同中中英文理解不一致之处，以中文为准。

Any conflict between Chinese and English versions in the labor contract shall be subject to the Chinese version.

甲方（盖章）：
Party A (Stamp):



签订日期：____年____月____日
Signing date: ____MM/____DD/____YY

乙方（签名）：
Party B (Signature):

胡剑飞

签订日期：2018年9月30日
Signing date: ____MM/____DD/____YY

附件清单 Attachment List:

- 附件 Attachment 1: 聘任信 Offer Letter
- 附件 Attachment 2: 不竞争协议 Non-competition Agreement
- 附件 Attachment 3: 入职承诺书 Entry Commitment Letter
- 附件 Attachment 4: 保密协议 Confidentiality Agreement
- 附件 Attachment 5: 职务发明权属协议 Employee Invention Ownership Agreement

合同续订记录

Contract renewal record

本期合同自_____年_____月_____日始，至_____年_____月_____日止。

本次合同期限内甲乙双方对上期合同内容新的约定（☐ 有 ☐ 无）；

The contract is from _____MM/____DD/____YY to _____MM/____DD/____YY.

Within the contract term, both parties have new stipulation on the content of contract in the last period (☐Yes ☐ No);

本次合同期限内甲乙双方对上期合同内容新的变更（之前的相关条款随之变更）；

（☐ 有 ☐ 无）；

Within the contract term, both parties have new change of content of contract in the last period (relevant clauses are changed accordingly);

(☐ Yes ☐ No);

甲方（盖章）：

Party A (Stamp):

乙方（签名）：

Party B (signature):

签订日期：_____年_____月_____日

Signing date:_____MM/____DD/____YY

签订日期：_____年_____月_____日

Signing date:_____MM/____DD/____YY

合同续订记录

Contract renewal record

本期合同自_____年_____月_____日始，至_____年_____月_____日止。

本次合同期限内甲乙双方对上期合同内容新的约定（☐ 有 ☐ 无）：

The contract is from _____MM/_____DD/_____YY to _____MM/_____DD/_____YY.

Within the contract term, both parties have new stipulation on the content of contract in the last period (☐ Yes ☐ No):

本次合同期限内甲乙双方对上期合同内容新的变更（之前的相关条款随之变更）：

（☐ 有 ☐ 无）：

Within the contract term, both parties have new change of content of contract in the last period (relevant clauses are changed accordingly):

(☐ Yes ☐ No):

甲方（盖章）：

Party A (Stamp):

乙方（签名）：

Party B (signature):

签订日期：_____年_____月_____日

Signing date: _____MM/_____DD/_____YY

签订日期：_____年_____月_____日

Signing date: _____MM/_____DD/_____YY
























不竞争协议 Non-competition Agreement

本不竞争协议（“本协议”）于 2018 年 10 月 1 日由长鑫存储技术（上海）有限公司，一家依据中国法律组建及存在的公司，与担任公司 Staff Engineer 岗位（职务）员工 胡金飞 签订。

The non-competition Agreement (“the Agreement”) is signed by 长鑫存储技术（上海）有限公司, a company established and existing according to Chinese laws, and employee _____ (name) that assumes the position of _____ on _____ MM/ _____ DD/ _____ YY.

鉴于员工承认以下事项：

whereas the following matters are acknowledged by employee:

1、公司巨大投资和努力所形成的商业秘密（包括但不限于技术秘密、经营秘密、客户联系和其他有关合法权益）关系到公司在竞争中的生死存亡；

Trade secrets (including but not limited to technical know-how, operation secrets, customer contacts and other lawful rights and interests) formed from huge investment and efforts of the company are essential for the survival of the company in the competition;

2、向公司现有或潜在的竞争对手披露任何上述信息，将会导致公司处于非常不利的竞争地位，并将会损害公司的业务；

Disclosing any of aforesaid information to existing or potential competitor of the company will put the company in very unfavorable position in competition and damage the business of the company;

3、如果员工离开公司，并在具有竞争性的企业或公司内工作，将会损害公司的业务。

If the employee leaves the company and works for the company's competitors, it will damage the business of the company.

为便于规范双方关于不竞争的关系，达成如下的协议条款：

To regulate the non-competition relationship of both parties, the parties reach agreements on the following clauses:

1. 对第三方义务

Obligation to the third party

员工承诺：

☐ 本人与任何第三方没有签署任何形式的竞业禁止协议或；

☒ 本人受聘于贵公司不会违反本人对任何曾与本人发生劳动关系和/或劳务关系的雇主约定的任

何有效和可执行的竞业禁止义务；员工在公司内使用的任何知识不侵犯任何第三人的合法权益。

The employee promises that:

- ☐ I have not signed any forms of non-compete agreement with any third party or
- ☐ My employment with the company will not violate any valid and enforceable non-compete obligation stipulated with any employers that previously had employment relationship with me; and the use of any knowledge by the employee in the company will not violate any legitimate interests of any third party.

2. 不竞争范畴

Non-competition scope

在员工任职于公司期间及其后 2 年内，员工同意：未经公司书面许可，员工将不会在对公司业务构成竞争或处于相同或近似行业的任何企业或其他组织、机构内，直接或间接地接受或取得任何占有权益或职位（包括但不限于负责人、所有者、代理人、股东、员工或其他身份），或向该等企业或其他组织、机构提供任何咨询服务或其他协助（例如：从事与公司进行的业务或公司董事会不时决定拟发展的业务相同或近似的业务范围），或与该等业务、企业或其他组织、机构有关联。员工进一步同意：亦不通过其关联人士、资产或机构间接进行上述不竞争行为。

During the employment by the company and 2 years after such employment, the employee agrees that without the written permission of the company, the employee shall not directly or indirectly accept or obtain any occupation right or position (including but not limited to principal, owner, agent, shareholder, employee or other identity) in any enterprise or other organization, institution in the same or similar industry that constitutes competition with the company business, or provide any consulting service or other assistance (for example: engaged in the business same as or similar to the business of the company or business proposed by the board of directors of the company from time to time) to such enterprise or other organization, institution, or be related to such business, enterprise or other organization, institution. The employee further agrees that the employee will not realize aforesaid non-competition purpose indirectly through affiliated person, asset or institution.

就本协议而言，上述关联人士、资产或机构包括：

To the Agreement, aforesaid related personnel, asset or institution include:

- (i) 该人或机构担任管理人员或作为合伙人或者直接或间接地拥有 10%或以上股份的任何种类机构；
The personnel or institution assume the position of manager or partner or directly or indirectly own 10% or more shares;
- (ii) 该人或机构拥有重大占有权益或该人或公司机构作为受托人（或类似的受托职务）的任何信托或其他财产；

Any trust or other property for which the personnel or institution owns significant occupation right or as the trustee (or similar trust post);

(ii) 与该人住在一起或者担任上述公司机构或其母公司或子公司的股东、董事或管理人员的该人的任何亲属或配偶、或该配偶的亲属。

Any relative or mate that lives with the personnel or shareholder, director or manager of aforesaid institution or parent company or subsidiary, or the relative of the mate.

3. 禁止猎头行为

No headhunting

在员工任职于公司期间及其后 2 年，员工同意：其将不会指使、引诱、鼓励或以其他方式促成公司或其关联企业的任何其他管理人员或员工终止与公司或其关联企业的雇佣关系。但在任职公司期间为履行其职责而采取的行动除外。

During the employment by the company and 2 years after such employment, the employee agrees that: the employee will not instigate, induce, encourage or in other form promote any other manager or employee of the company or related enterprise to terminate the employment relationship with the company or its related enterprise. However, except for the action taken for performing the duty during the tenure at the company.

4. 禁止掠夺客户

No contending for customers

在员工任职于公司期间及其后 2 年，员工同意：其将不会直接、间接影响或者试图影响公司的客户关系，使其撤销或取消与公司及其关联企业现有或正在洽谈的业务，或向第三人或者该离职员工处转移。

During the employment by the company and 2 years after such employment, the employee agrees that: the employee will not directly, indirectly affect or try to affect the customer relationship of the company, make the customer cancel the business negotiated with the company and its related enterprise, or transfer to the third party or the resigning employee.

5. 禁止损害公司形象

No damaging company image

在员工任职于公司期间及解除劳动关系之后，将不会散布任何有损于公司及其关联企业或其董事、管理人员、员工声誉和利益的言论或信息。

During the employment by the company and after the termination of such employment, the employee will not spread any speech or information that disparages and impairs the reputation and interest of the company and its related enterprise or its directors, managers, employees.

6. 补偿金

Compensation

公司与员工同意：虽然以上客户联系和其他权益是公司的合法权益，但是公司仍然应当对员工离职以后因承担本协议项下的不竞争义务可能受到的损失，给予一定程度的补偿。竞业禁止经济补偿金之计算标准应以员工从公司离职前十二月的平均基本月工资为基数（其中不包括奖金、津贴等福利，且员工需自行负责缴付个人所得税），计算公式为：补偿金总额=基数×承担不竞争义务的月数×30%。此笔补偿金在员工离职后的竞业限制期内分 24 次予以支付，具体支付方式为：按月支付。竞业限制期即员工承担不竞争义务的月数，自员工离职之日起起算，并开始由公司向员工支付竞业限制补偿金。

The company and the employee agree that: although aforesaid customer contact and other right are legal rights and interests of the company, the company shall still provide the employee with certain compensation for the possible loss caused by the non-competition obligation under the Agreement after resignation. The calculation standard for non-competition economic compensation shall be based on the average basic monthly salary of the employee twelve months before resignation (excluding bonus, allowance, etc., and the employee shall pay individual income tax), the calculation formula is: total compensation amount = base * months for bearing non-competition obligation * 30%. The compensation shall be paid for 24 times within the non-competition period after resignation, specific payment method is: by month. The non-competition period shall be the months for bearing non-competition obligation, calculated from the resignation date, when the company shall start paying non-competition compensation to the employee.

如员工在此期间违反其保密和不竞争义务，公司有权立即停付上述补偿金并向该员工追偿损失。员工离职时，如果公司认为对离职员工没有进行竞业限制的必要，公司可以通过向员工发送书面通知的方式取消本条款效力。自通知发出之日起，员工无需承担本协议项下的不竞争义务，公司也无需向员工支付本条款规定的补偿金。员工无故不接受补偿金不影响其在本协议项下的不竞争义务。

If the employee violates the confidentiality and non-competition obligation during the period, the company shall have the right to immediately stop paying aforesaid compensation and ask the employee for compensation. When the employee resigns, if the company considers that it is unnecessary to have non-competition restriction on the resigning employee, the company can cancel the force of the clause by sending written notice to the employee. From the date when the notice is sent, the employee shall not bear the non-competition obligation under the Agreement, and the company shall not pay the compensation regulated in the clause to the employee. If the employee does not accept the compensation without reason, the non-competition obligation under the Agreement shall not be affected.

7. 违约赔偿

Liquidated damages

员工确认：如果本协议遭到违反，公司将会或可能会受到无可补救的损失和损害，如果其违反本协议或者存在违反本协议的威胁，公司有权向具有管辖权的法院起诉，寻求指令性或禁令性的法律补救方法，而不论公司是否正寻求其他可能的法律补救方法，例如经济赔偿。

The employee confirms that: if the Agreement is violated, the company will or may suffer from irreparable loss and damage. If the employee violates the Agreement or has the threat to violate the Agreement, the company shall have the right to submit to the competent court, seek for instructive or prohibitive legal remedy, despite whether the company is seeking for other possible legal remedy, such as economic compensation.

员工承诺：其违反本协议项下的不竞争义务导致公司损失的，需一次性向公司支付违约金人民币 20 万元，或员工违约的，至少应向公司支付其离职当月基本工资拾倍的违约金（以上两种方式择一适用，以较高者为准），并由公司追缴违法收入，公司已向员工支付补偿金应予返还。公司遭受的实际损失超出此违约金额度的，以公司遭受的实际损失计算赔偿额。

The employee promises that: if the employee violates the non-competition obligation under the Agreement and causes the loss of the company, the employee shall pay liquidated damages RMB 200000 in lump sum to the company, or pay liquidated damages according to ten times of the basic salary of the resignation month to the company at least (subject to the higher one), and the company shall withdraw the illegal income, the compensation fee that the company has paid to the employee shall be returned. If the actual loss of the company is more than the liquidated damages, the compensation amount shall be calculated according to the actual loss of the company.

8. 其他

Miscellaneous

本协议任何具体条款，无论是当事人协商修改，还是法院判决部分无效或进行修改，均不影响其他部分的效力。各方同意以合法和有效的条款来取代被视为已删除的条款。

Any specific clause of the Agreement, despite of being modified by relevant party through negotiation, or judged by the court partially invalid or modified, shall not affect the force of other part. All parties shall agree to use legal and effective clause to replace the clause deemed as being deleted.

本协议完全出于公司、员工的真实意图，员工没有受到公司任何暗示、强制，员工基于本协议承担的相应义务完全出于自愿。

The Agreement is completely the true intention of the company and the employee, the employee is not implied, forced by the company, and the employee is volunteer to bear relevant obligation under the Agreement.

本协议一式两份，公司、员工各执一份，自双方签字盖章之日起生效，具有同等法律效力。

The Agreement is provided in duplicate, with the company, the employee respectively bearing one, coming into effect after being signed and sealed by both parties, with equal legal force.

本协议是劳动合同组成部分，与劳动合同具有同等法律效力。本协议未尽事宜，以劳动合同约定为

准。劳动合同解除或终止的，不影响本协议继续有效，直至本协议约定的不竞争义务履行期限届满为止。

The Agreement is a part of the labor contract, and has equal legal force with the labor contract. The unsettled affair in the Agreement shall be subject to the stipulation of the labor contract. The cancelation or termination of the labor contract shall not affect long-term force of the Agreement.

文件中中英文理解不一致之处，以中文为准

Any conflict between Chinese and English versions, the Chinese version shall prevail.



签订日期：____年____月____日

Signing date: ____MM/____DD/____YY

员工(签名):

Employee (Signature):

签订日期：2018年9月30日

Signing date: ____MM/____DD/____YY

入职承诺书

Entry Commitment Letter

本人 胡云飞 于 2018 年 10 月 1 日加入长鑫存储技术（上海）有限公司工作，现做出如下承诺：

I joined 长鑫存储技术（上海）有限公司， On the date of _____MM/____DD/____YY, and hereby make the following promises:

- 一、 本人向贵公司提供了如下个人资料，包括但不限于：身份证、学位证书、学历证书、个人简历、离职证明、体检报告、婚育情况等，具体文件以实际提供的为准。本人向贵公司保证上述情况和资料真实、无误、绝无欺诈成份，且本人承诺在前任公司未有任何违规行为或受任何不良处分。

I provided the following personal data to your company, including but not be limited to: identity card, diploma, academic certificate, personal CV, resignation certificate, check-up report, marriage and childbirth situation, etc., which are subject to the actual provision. I guarantee to your company that aforesaid information and data are authentic, correct, and true, and I promise that I had no violation or did not receive any punishment in my former company.

- 二、 办理入职手续前，贵公司已经向本人出示了公司的《员工手册》和各项规章制度，本人已认真阅读并承诺将切实遵守、履行各项规章制度。同时，本人清楚贵公司有可能根据情况不时更新这些规章制度，更新后的规章制度将通过电子邮件或文件共享平台公布，本人将及时查阅该等制度并将严格遵守。如因本人原因违反规章制度并给贵公司造成经济损失或法律上的责任，本人愿承担贵公司经济损失及法律责任。

Before transacting entry procedures, your company has shown Employee Manual and various bylaws of the company to me, and I have carefully read them and hereby promise that I will abide by all such bylaws. At the same time, I clearly know that your company may update these bylaws from time to time according to the specific situations, and the updated bylaws will be announced through email or document share platform. I will review such bylaws from time to time and strictly abide by such bylaws. If I violate any bylaws and cause any economic losses of or legal liability to the company, I will shall compensate the company for such economic losses and bear legal liability.

- 三、 本人现向公司承诺，与本人建立劳动关系的上一家企业为 深圳市中兴微电子技术有限公司（以下简称“上一用人单位”），本人已于/将于 2018 年 6 月 29 日与上一用人单位解除劳动关系。同时，

☒ 本人不对该上一用人单位承担任何竞业禁止义务或：

☐ 本人受聘于公司不会违反本人对上一用人单位任何有效和可执行的竞业禁止义务。本人对上一用人单位可能继续负有的保护其商业秘密的义务, 本人将严格履行这些义务。本人承诺不将任何涉及上一用人单位商业秘密带入贵公司, 并不在贵公司使用。贵公司因雇佣本人而引发的争议将由本人个人负责处理, 相关法律责任均由本人承担。

I promise to the Company that my previous employer is _____
(the "Previous Employer"). I have terminated or will terminate the employment relationship with the Previous Employer on _____ [date].

☐ I do not have any non-compete obligation with the Previous Employer or

☐ My employment with the Company will not violate any valid and enforceable non-compete obligation I may have with the Previous Employer. I might continue to have confidentiality obligations to safeguard the trade secrets of the Previous Employer, and I will strictly fulfill any such obligations. I promise not to bring any trade secrets of the Previous Employer to the Company, or use them during my employment by the Company. I am personally responsible for dealing with any dispute caused by my employment with your company, and I will bear relevant legal liability.

本人现承诺上述情况完整属实, 如因本人未能如实告知公司相关事实导致公司承担任何法律责任, 本人愿意在公司指定日期补偿公司的一切损失。

I promise all the information above is completed and true. If the Company suffers any losses or damages that are attributable to any false or misleading statement above, I'm willing to compensate the Company for all such losses or damages on the date designated by the Company.

四、 本人同意贵公司在试用期内向本人的前任雇主做背景调查, 如背景调查的结果与面试中所述情况不符, 视同提供虚假信息。

I agree that your company may conduct background investigation with my former employers. If the result of background investigation is inconsistent with the statements I made in the interview, it shall be deemed as I've provided false information.

五、 本人对前雇主或其他任何单位可能继续负有的保护其商业秘密的义务, 本人将严格履行这些义务。本人承诺不将任何涉及第三方的商业秘密带入贵公司, 并不在贵公司使用。任何因本人违反对第三方的保守商业秘密的义务而导致的任何法律责任, 由本人承担。本人将严格遵守贵公司的保密协议, 不将贵公司的技术、经营、管理机密, 及本人了解到的任何机密向外泄露。

I might continue to have confidentiality obligations to safeguard the trade secrets of former employer or any other entities, and I will strictly fulfill any such obligations. I promise not to bring any trade secrets of any third party to your company, or use them in your company. I will bear any legal liability caused by my

violation of any confidentiality obligations to the third party. I will strictly abide by the confidentiality agreement of your company without disclosing any confidential information regarding the technology, operation, and management of your company, or any other confidential information that I have learned.

六、 本人承诺不在第三方兼任或任职、不参与或设立任何公司、不直接或间接或变相经营与贵公司相同或相类似的业务。

I promise not to take part-time job or work at the third party, not to participate in or establish any company, or directly or indirectly operate or operate in disguised form any business same as or similar to the business of your company.

七、 本人承诺在工作场合，不保存和使用其他公司文件，由于违反此承诺造成的违法或违约行为，将由本人承担责任。

I promise not to store and use any documents of other company for any work for your company, and I will bear any responsibility for any illegal acts caused by breaking this promise.

八、 本人承诺不损害贵公司利益，不利用职务之便徇私舞弊，不虚报报销费用。

I promise not to damage the interest of your company, not to take advantage of my post for jobbery, and not to seek false reimbursement.

九、 在职期间，若发生与本人有关的经济问题，本人愿接受公司的调查。

During the service, if any economic problem related to me occurs, I am willing to cooperate with the company's investigation.

十、 试用期期间，若本人因某种原因从贵公司离职，本人将与部门经理沟通后以书面形式通知人事部门；在此情形下交接时间不应超过三天；如本人在转正后从贵公司离职，须提前三十日以书面形式通知人事部门。本人知悉在离职前需将本职工作完整地交接清楚，退交领用物品、结清借支款等。若本人未经批准而擅自离职，公司将保留要求按基本工资三倍标准赔偿的权利。

During the probation, if I resign from your company due to some reason, I will notify the personnel department in writing after communicating with the department manager, and the handover time in this circumstance shall not be more than three days; if I resign from your company after becoming a formal employee, I shall notify the personnel department in writing thirty days in advance. I know that I shall completely hand over my job before resignation, return articles, settle borrowing and expenditure, etc. If I resign without permission, the company shall reserve the right to ask for compensation according to three times of basic salary.

十一、 如本人违背贵公司的各项管理规章制度及上述承诺，本人愿意接受贵公司做出的辞退、罚款及

追偿等处理。

If I violate the bylaws of your company and aforesaid promises, I will accept the decision made by the company on dismissal, penalty, compensation, etc.

十二、 本入职承诺书与《劳动合同》具有同等法律效力。

This declaration has equal legal force with the labor contract.

十三、 文件中中英文理解不一致之处，以中文为准

Any conflict between the Chinese and English versions, the Chinese version shall prevail.

承诺人: 胡金飞

Promiser:

有效身份证件号码: 330220198110251933

Effective identity certificate No.:

2018年 9月 30日

MM/ DD/ YY

保密协议

Confidentiality Agreement

本保密协议（“本协议”）于2018年10月11日由长鑫存储技术（上海）有限公司，一家依据中国法律组建及存在的公司，与担任 Staff Engineer 岗位（职务）的员工 胡云飞 签订。

The Confidentiality Agreement (“the Agreement”) is signed by 长鑫存储技术（上海）有限公司, a company established and existing according to Chinese laws, and employee _____ (name) that assumes the position of _____ on ____MM/____DD/____YY.

鉴于员工意识到：其担任的职务涉及公司的业务和技术信息，而这些业务和技术信息为保密性质，属于公司的财产，且将会在其履行职务的过程中不断接触更多保密信息；未经公司许可而披露任何这些保密信息，都将会导致公司处于非常不利的竞争地位，并将会损害公司的业务。

Whereas, the employee realizes that: his post involves operational and technical information of the company, which are confidential and property of the company, and that more and more confidential information will be constantly involved in the performance of duty; disclosure of any of these confidential information without the permission of the company will make the company in very unfavorable position in the competition, and will damage the business of the company.

为便于规范双方的保密关系，达成如下的协议条款：

To regulate the confidentiality relationship of both parties, the following agreement clauses are agreed:

1. 对第三方义务 Obligation to the third party

员工对前雇主或其他任何单位可能继续负有的保护其商业秘密的义务，员工将严格履行这些义务。员工承诺不将任何涉及第三方的商业秘密带入公司，并不在公司使用。员工在公司内使用的任何知识不侵犯任何第三人的合法权益。

The Employee might continue to have confidentiality obligations to safeguard the trade secrets of former employer or any other entities, and will strictly fulfill any such obligations. The Employee promises not to bring any trade secrets of any third party to the Company, or use them in the Company. Any knowledge used by the Employee in the Company will not violate any legitimate interests of any third party.

2. 不披露承诺 Non-Disclosure promise

员工承诺：从本协议生效之日起，员工必须遵守公司的任何保密规章、制度，履行与其工作岗位相应的保密职责。员工应当正确使用并妥善保管属于公司或者虽属于他人但公司承诺有保密义务的秘密信息，在员工与公司有雇佣关系期内以及该关系终止后的所有时间内，未经公司书面同意，不会以任何方式直接或间接地以任何途径使用或向任何第三方（包括不得知悉该项秘密的公司其他员工）泄

露任何与公司有关的保密、专有信息及其他保密事项（不论是技术、财务、营销方面的，还是其他方面的）（以下简称“保密信息”），直至公司宣布解密或保密信息实际上已经公开之日为止。

The employee promises that: from the effective date of the Agreement, the employee shall comply with confidentiality rules and regulations of the Company and perform the confidentiality duty related to the position. The employee shall properly use and well keep the confidential information of the company or of others but to which the company owns confidentiality obligation, during and after the employment relationship between the Employee and the company. Without the written approval of the company, the employee shall not use or disclose any confidential and proprietary information and other confidential issue (despite of technical, financial, marketing, or other aspect) related to the company (hereinafter referred to as "confidential information") to any third party (including other employees of the company that shall not know the secret), in any form, directly or indirectly, through any approach, until the company announces to remove the confidentiality or the day when the confidential information falls into public domain.

但是(A)因合理履行其公司职责而使用或披露保密信息的则不在此限，(B)因适用法律或具有法律效力的指令的要求而使用或披露的亦不在此限。遇此情形，所使用或披露的范围应仅限于该适用法律或具有法律效力的指令所明确规定的內容，且员工应在此种使用或披露之前通知公司该有关的规定，以便公司可以采取适当的保护性措施。

However, (A) using or disclosing confidential information to rationally perform the company duty shall not be limited, (B) using or disclosing confidential information according to applicable law or order with legal force shall not be limited. In this circumstance, the scope of use or disclosure shall be just limited to the content explicitly regulated by the applicable law or order with legal force, and the employee shall notify relevant regulation to the company before such use or disclosure, so that the company can take proper protective measure.

“保密信息”指属于公司专有或公司保密的，员工通过其与公司的雇佣关系或者因其与公司的雇佣关系而知悉的任何有形或无形信息或材料。上述信息将被视作保密信息，而不论其是否由公司拥有或开发。员工因职务上的需要所持有或保管的一切记录着公司保密信息的任何形式的载体，均归公司所有。

"Confidential information" refers to the proprietary or confidential information or material of the company, tangible or intangible, known by the employee through or due to the employment relationship with the company. Aforesaid information shall be deemed as confidential information, despite of being owned or developed by the company. The carrier in any form that records the confidential information of the company held or kept by the employee due to duty requirement shall belong to the company.

保密信息包括但不限于存储器芯片、静态存储器、伪静态存储器、动态存储器，及其相关市场信息、销售信息。

Confidential information shall include but not be limited to memory chip, static memory, rewrite memory, dynamic memory, and relevant market information, sales information.

保密信息不包括：

Confidential information excludes:

(i) 在其传递给员工时已被公众掌握的信息或材料；

Information or material that has been known by the public when being passed to the employee;

(ii) 在其传递给员工后并非因为员工的过失而为公众掌握的信息或材料;

Information or material known by the public not due to the fault of the employee after being passed to the employee;

(iii) 在其传递给员工时已属于员工占有的信息或材料,且当时员工对公司并不负有任何保密义务;

Information or material that has been possessed by the employee when being passed to the employee, and the employee bears no confidentiality obligation to the company at that time;

(iv) 在不违反对公司的任何保密义务的情况下由第三方传递给员工的信息或材料。

Information or material passed by the third party to the employee while not violating any confidentiality obligation to the company.

3. 知识产权所有权 **Ownership of Intellectual Property**

员工承认其在公司任职期间,因履行公司交付的工作任务或主要利用公司的物质和技术条件,业务信息等完成的发明创造、计算机软件、技术秘密、著作权等,其相关的知识产权归属于公司(应属于员工的身份性权利除外)。公司依据法律规定和公司规章制度对员工的职务成果给予奖励和报酬。员工进一步同意,对于员工在公司工作期间开发的或发明创造的依据法律规定应当由员工所有的知识产权,员工同意无偿转让给公司。

Relevant intellectual property right of invention, innovation, computer software, technical know-how and copyright shall belong to the company (except for the identity right that shall belong to the employee) when the employee admits that they are completed during the tenure in the company and accomplished by performing the assignment of the company, or utilizing the material and technical condition or business information of the company. The company shall provide the employee with reward and remuneration for the post achievement according to legal regulation and company bylaws. The employee shall further agree to transfer all intellectual property rights developed or invented by the employee during service in the company that shall belong to the employee according to legal regulation to the company for free of charge.

4. 交还保密材料 **Return of confidential material**

员工无论何种原因离开公司,均须在离职前将所有机密信息和资料及其复印件退还给公司,并向公司书面保证其不再有任何使用该资料或者信息的权利,并申明已将该资料和信息的所有原件及复印件退还给公司;同时员工应该清退所有属于公司的资料,如教学使用的课件、教学使用的讲义和案例、学员档案、工作手册等。个人工作日志中如果有公司商业秘密和保密信息的,亦应清退或撤销。清退应列出清单,最后由公司有关负责人与离职员工签字确认。如公司发现员工未及时返还或清退前述资料,给公司造成损失的,员工应当承担相应的赔偿责任。

No matter why the employee leaves the company, the employee shall return all confidential information and material as well as their copies to the company, and provide written guarantee to the company on no longer having any right to use such material or information, and declare that all originals and copies of such material and information have been returned to the company; at the same time, the employee shall clear and return all data that belongs to the company, such as courseware for teaching purpose, teaching material and case, student

file, workbook, etc. Personal log book shall be cleared, returned or canceled if containing business secret or confidential information of the company. Clearing and return shall be listed, signed and confirmed by relevant principal of the company and resigning employee. If the company finds that the employee fails to return or clear preceding material in time and causes loss of the company, the employee shall bear relevant compensation responsibility.

5. 协议期限 Agreement term

上述义务对员工长期有效, 无论是其在职期间还是离职以后, 除非上述保密信息为公众所知, 员工不得解除对该保密信息的保护义务。

Aforesaid obligation shall be long-term valid for the employee, despite of during the tenure or after resignation. Unless aforesaid confidential information is open to the public, the employee shall not be exempted from the obligation of protecting the confidential information.

如果有关保密信息进入公共领域是因为员工的过错, 员工在该保密信息进入公共领域之日起 2 年之内依然不能使用该信息。

If relevant confidential information enters the public area due to the fault of the employee, the employee cannot use the information within 2 years from the date when the confidential information enters the public area.

6. 违约赔偿与争议解决 Liquidated damages and settlement of dispute

员工确认: 如果本协议遭到违反, 公司将会或可能会受到无可补救的损失和损害, 如果其违反本协议或者存在违反本协议的威胁, 公司有权向具有管辖权的法院起诉, 寻求指令性或禁令性的法律补救方法, 而不论公司是否正寻求其他可能的法律补救方法, 例如经济赔偿。

The employee confirms that: if the Agreement is violated, the company will or may suffer from irreparable loss and damage. If the employee violates the Agreement or such threat exists, the company has the right to prosecute to the competent court, seeking for instructive or prohibitive legal remedial method, despite whether the company is seeking for other possible legal remedial method, such as economic compensation.

员工承诺: 其违反本协议项下的保密义务导致公司损失的, 需一次性向公司支付违约金计人民币 20 万元, 并由公司追缴违法收入。公司遭受的实际损失超出此违约金额度的, 以公司遭受的实际损失计算赔偿额。

The employee promises that: if the employee violates the confidentiality obligation under the Agreement and causes loss of the company, the employee shall pay liquidated damages RMB 200000 in lump sum to the company, and the company shall recover the illegal income. If the actual loss of the company exceeds the liquidated damages, the compensation shall be calculated according to the actual loss of the company.

7. 其他 Miscellaneous

本协议任何具体条款, 无论是当事人协商修改, 还是法院判决部分无效或进行修改, 均不影响其他部分的效力。各方同意以合法和有效的条款来取代被视为已删除的条款。

Any specific clause of the Agreement, whether being modified by relevant party through negotiation, or

being judged partially invalid or modified by the court, shall not affect the force of other parts. All parties agree to use legal and effective clause to replace the clause deemed as deleted.

本协议完全出于公司、员工的真实意图，员工没有受到公司任何暗示、强制，员工基于本协议承担的相应义务完全出于自愿。

The Agreement is completely out of real intentions of the company and the employee, and the employee is neither implied nor forced by the company, voluntarily bearing relevant obligation under the Agreement.

本协议一式两份，公司、员工各执一份，自双方签字盖章之日起生效，具有同等法律效力。

The Agreement is provided in duplicate, with the company and the employee respectively holding one, coming into effect after being signed and sealed by both parties, with equal legal force.

本协议是劳动合同的组成部分，与劳动合同具有同等法律效力。本协议未尽事宜，以劳动合同约定为准。劳动合同解除或终止的，不影响本协议继续长期有效。

The Agreement is a part of a labor contract, and has equal legal force to it. The unsettled affair in the Agreement shall be subject to the stipulation of the labor contract. The cancelation or termination of the labor contract shall not affect long-term force of the Agreement.

文件中中英文理解不一致之处，以中文为准。

Any conflict between Chinese and English versions, the Chinese version shall prevail.

公司（盖章）：
Company (Stamp):

签订日期：____年____月____日
Signing date: ____MM/____DD/____YY

员工（签名）：
Employee (Signature):

签订日期：2018年9月30日
Signing date: ____MM/____DD/____YY

5.000 1/2

职务发明权属协议 Employee Invention Ownership Agreement

甲方：单位名称：长鑫存储技术（上海）有限公司

地址：上海市长宁区紫云路 421 号 T1-2103 室

Address: Room t1-2103, no. 421 ziyun road, changning district, Shanghai, China.

乙方：胡金飞

Party B: _____

甲方（包括甲方之全资子公司）聘用乙方为其员工（范围包括与甲方具有劳动关系、劳务关系或其他人事关系的人员），鉴于乙方于甲方工作之性质，乙方将依据甲方之工作任务，或是利用甲方之物质技术条件等，单独或与他人一起形成相关发明创造（范围包括但不限于发明专利、实用新型专利、外观设计专利、PCT 国际专利等），现甲乙双方经平等协商，就前述专利申请权、专利权归属达成协议如下：

Party A (including wholly owned subsidiary of Party A) employs Party B as its employee (including personnel with labor relationship or other personnel relationship with Party A). Given that Party B works at Party A, Party B may use the work assignment of Party A, or utilize the material and technical conditions, etc. of Party A to independently form or cooperate with others to form relevant invention-creations (the scope includes but is not limited to invention patent, utility model, design patent, PCT international patent, etc.), Party A and Party B enter into the following agreement on aforesaid patent application right and patent ownership through fair negotiation:

1、乙方了解甲方之《专利制度》，并了解《专利制度》为甲方员工制度之组成部分，乙方同意完全遵守该制度。

Party B understands Patent Procedure of Party A, and understands that Patent Procedure is the component of employee system of Party A, and Party B agrees to completely comply with the procedure.

2、乙方了解并确认，其单独或与他人形成之发明创造，依据甲方之《专利制度》确认为职务发明创造的，由甲方享有所有相关的知识产权，包括：

- 1) 由甲方享有专利申请权；
- 2) 甲方依据专利申请获得专利授权后，有权自行处分该等专利权，包括但不限于使用、授权他方使用，向他方转让等。

Party B understands and confirms that the invention-creations formed independently and/or with others determined as employee invention-creations according to Patent Procedure of Party A. Party A owns all the relevant intellectual property rights, including:

- 1) Party A has the right to file patent application;

2) After obtaining a patent based on the patent application, Party A has the right to solely dispose the patent, including but not limited to using, licensing others to use, or assigning to other party, etc.

3、甲方依据其《专利制度》，向乙方进行奖励。乙方了解并确认，《专利制度》所规定之专利奖励，即为职务发明创造下乙方全部应得之奖励。

Party A provides Party B with reward according to Patent Procedure. Party B understands and confirms that the patent reward provided by the Patent Procedure are all the rewards that Party B is entirety for the employee invention-creations.

4、本协议自甲乙双方签字盖章之日起生效。

The Agreement comes into effect after being signed and sealed by both parties.

文件中中英文理解不一致之处，以中文为准。

Any conflict between Chinese and English versions, the Chinese version shall prevail.

甲方（盖章）
Party A (Stamp):

签订日期：____年____月____日
Signing date: ____MM/____DD/____YY

乙方（签名）：
Party B (Signature):

签订日期：2018年9月30日
Signing date: ____MM/____DD/____YY