

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6488200

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	LABOR CONTRACT
RESUBMIT DOCUMENT ID:	506310625
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Execution Date
XIAOLEI PAN	09/15/2014

RECEIVING PARTY DATA

Name:	BAIDU ONLINE NETWORK TECHNOLOGY (BEIJING) CO., LTD.
Street Address:	3/F BAIDU CAMPUS, NO. 10, SHANGDI 10TH STREET
Internal Address:	HAIDIAN DISTRICT
City:	BEIJING
State/Country:	CHINA
Postal Code:	100085

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16306434

CORRESPONDENCE DATA

Fax Number: (720)931-3001

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.

Phone: 7209313000

Email: patent@lathropgpm.com, janice.price@lathropgpm.com,
jacqui.frey@lathropgpm.com

Correspondent Name: LATHROP GAGE LLP

Address Line 1: 2440 JUNCTION PLACE, SUITE 300

Address Line 4: BOULDER, COLORADO 80301

ATTORNEY DOCKET NUMBER:	607573
NAME OF SUBMITTER:	JANICE PRICE
SIGNATURE:	/Janice Price/
DATE SIGNED:	01/09/2021

Total Attachments: 35

source=labor_contract-Xiaolei PAN#page1.tif
 source=labor_contract-Xiaolei PAN#page2.tif

source=labor_contract-Xiaolei PAN#page3.tif
source=labor_contract-Xiaolei PAN#page4.tif
source=labor_contract-Xiaolei PAN#page5.tif
source=labor_contract-Xiaolei PAN#page6.tif
source=labor_contract-Xiaolei PAN#page7.tif
source=labor_contract-Xiaolei PAN#page8.tif
source=labor_contract-Xiaolei PAN#page9.tif
source=labor_contract-Xiaolei PAN#page10.tif
source=labor_contract-Xiaolei PAN#page11.tif
source=labor_contract-Xiaolei PAN#page12.tif
source=labor_contract-Xiaolei PAN#page13.tif
source=labor_contract-Xiaolei PAN#page14.tif
source=labor_contract-Xiaolei PAN#page15.tif
source=labor_contract-Xiaolei PAN#page16.tif
source=labor_contract-Xiaolei PAN#page17.tif
source=labor_contract-Xiaolei PAN#page18.tif
source=labor_contract-Xiaolei PAN#page19.tif
source=labor_contract-Xiaolei PAN#page20.tif
source=labor_contract-Xiaolei PAN#page21.tif
source=labor_contract-Xiaolei PAN#page22.tif
source=labor_contract-Xiaolei PAN#page23.tif
source=labor_contract-Xiaolei PAN#page24.tif
source=labor_contract-Xiaolei PAN#page25.tif
source=labor_contract-Xiaolei PAN#page26.tif
source=labor_contract-Xiaolei PAN#page27.tif
source=labor_contract-Xiaolei PAN#page28.tif
source=labor_contract-Xiaolei PAN#page29.tif
source=labor_contract-Xiaolei PAN#page30.tif
source=labor_contract-Xiaolei PAN#page31.tif
source=labor_contract-Xiaolei PAN#page32.tif
source=labor_contract-Xiaolei PAN#page33.tif
source=labor_contract-Xiaolei PAN#page34.tif
source=labor_contract-Xiaolei PAN#page35.tif

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6357374

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	4	
CONVEYING PARTY DATA		
	Name	Execution Date
	XIAOLEI PAN	09/15/2014
RECEIVING PARTY DATA		
Name:	BAIDU ONLINE NETWORK TECHNOLOGY (BEIJING) CO., LTD.	
Street Address:	3/F BAIDU CAMPUS, NO. 10, SHANGDI 10TH STREET	
Internal Address:	HAIDIAN DISTRICT	
City:	BEIJING	
State/Country:	CHINA	
Postal Code:	100085	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16306434	
CORRESPONDENCE DATA		
Fax Number:	(720)931-3001	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7209313000	
Email:	patent@lathropgpm.com, janice.price@lathropgpm.com, jacqui.frey@lathropgpm.com	
Correspondent Name:	LATHROP GAGE LLP	
Address Line 1:	2440 JUNCTION PLACE, SUITE 300	
Address Line 4:	BOULDER, COLORADO 80301	
ATTORNEY DOCKET NUMBER:	607573	
NAME OF SUBMITTER:	JANICE PRICE	
SIGNATURE:	/Janice Price/	
DATE SIGNED:	10/19/2020	
Total Attachments: 33		
source=labor_contract-Xiaolei PAN#page1.tif		
source=labor_contract-Xiaolei PAN#page2.tif		
source=labor_contract-Xiaolei PAN#page3.tif		

VERIFICATION

I, TIAN, Xiaoxiao of 2nd Floor, East Building, No. 45, Beiwa Road, Haidian District, Beijing 100142, China, do hereby certify that I am a technical translator duly authorized by the Applicant of the application and that the attached/enclosed document is a complete and faithful English translation of the labor contract.

Dated this 5th day of January 2020

Signature

Tian, Xiaoxiao

Name

TIAN, Xiaoxiao

Designation TRANSLATOR



PATENT

REEL: 054868 FRAME: 0529

Labor Contract

Name: Xiaolei PAN

Employee number: B17732

Party A

Name: Baidu Online Network Technology (Beijing) Co., Ltd.

Legal representative: Zhan WANG

Place of registration: Floor 3, baidu edifice, No.10 Shangdi 10th Street, Haidian District, Beijing

Party B:

Name: Xiaolei PAN Gender: Male ID/passport Number:

Actual correspondence address (specific to house number):

Home address (specific to house number):

E-mail (not Baidu box): Tel:

Emergency contact: Ying TAN Tel:

According to the Labor Law of the People's Republic of China and the Labor Contract Law of the People's Republic of China, Party A and Party B, through equal consultation, voluntarily sign this contract and jointly abide by the terms listed in this contract.

When signing this Labor Contract, Party B must have dissolved or terminated the labor relationship with the original unit according to relevant labor laws and regulations. Party B guarantees that after signing this contract, Party A will not be involved in any form of dispute between Party B and the original unit for any reason. Otherwise, Party B shall compensate Party A for the economic losses thus incurred. Economic losses include but are not limited to direct economic losses, indirect economic losses, investigation expenses paid by Party A to properly handle disputes, notarization expenses, legal fees, etc.

I. Type and duration of contract

Article 1 The type and term of this contract are as described in the following (2).

(1) Fixed term labor contract, valid from to , and the probation period to .

(2) No fixed term labor contract, valid from October 1, 2014 to , and the

probation period

(3) Contracts with a deadline of completing certain work, valid from to , until the work being finished.

Article 2 Any of the following circumstances Party B during the probation period shall be deemed as not meeting the employment conditions, and Party A may terminate the labor contract with Party B at any time without giving Party B financial compensation:

(1) Party B does not have the employment procedures prescribed by the government;

(2) Party B is unable to provide the documents required by Party A for employment, social insurance, housing accumulation fund, etc.;

(3) Party B is not competent for the work tasks arranged by Party A and the post responsibilities specified by Party A;

(4) Party B is suffering from mental illness or infectious diseases that should be prohibited from working according to national laws and regulations;

(5) Party B fails to dissolve or terminate the labor contract or labor relationship with the original employer according to law;

(6) There is a non-competition agreement with the original employer and Party A is within the scope of the restriction;

(7) Party B is wanted on file or released on bail pending trial or under residential surveillance;

(8) Party B Fails to arrive at the post at the time agreed in this contract without Party A's written permission;

(9) Party B disagrees to purchase social insurance or refuses to sign a labor contract with Party A according to law after taking up employment;

(10) Other employment conditions that do not conform to the specific positions specified by the employing unit.

II. Work content and work place

Article 3 Party A employs Party B to engage in the types of work described in the following 1.

- (1) research and development
- (2) market and sales
- (3) management support
- (4) service cost

Article 4 Party B's work shall meet the working standards and objectives required by Party A. Party A has the right to adjust or rearrange Party B's work position according to production and business needs or Party B's work ability, performance and health status. Party B must obey Party A's management and arrangement and complete the work tasks assigned by Party A with good quality and quantity within the specified working hours.

Article 5 Party B's work place or work area is in Beijing, China. The adjustment of work place and the long-term and short-term business trips within the area shall not be deemed as the change of work place.

III. Working time

Article 6 Party A arranges Party B to implement the working hour system described in (1) below.

(1) The standard working hour system shall be implemented. Party B's normal working hours per week shall be five days, and the working hours per week shall not exceed 40 hours (excluding meal time).

(2) To implement the comprehensive calculation of working hours, Party B shall work according to the time arranged by Party A. During the comprehensive calculation period, Party B shall work an average of not more than eight hours per day and an average of not more than 40 hours per week (excluding meal time).

(3) Implement the irregular working hours system. Under the condition of ensuring the completion of Party A's work tasks, Party B shall work according to the flexible working hours system specified by Party A.

Article 7 Under the implementation of the standard working hour system and the comprehensive calculation working hour system, if Party A arranges Party B to work

overtime due to work needs, Party B promises to obey Party A's working arrangement during the overtime period, and overtime compensation shall be handled in accordance with Party A's rules and regulations and relevant national and local laws and regulations.

If Party B really needs to work overtime, it must go through the overtime application and approval procedures in accordance with the relevant provisions of Party A's rules and regulations in advance. Party B can only work overtime upon approval. Otherwise, it will not be regarded as overtime. For detailed rules related to overtime, please refer to the company's overtime policy.

IV. Salary and treatment

Article 8 The basic salary of Party B is (before tax) as shown in the employment notice, and the basic salary of probation period is (before tax) as shown in the employment notice. The basic salary and probation period basic salary agreed in this article shall be taken as the base for calculating Party B's overtime salary. Party A and Party B confirm that Party B's monthly salary includes overtime pay. If the basic salary of renewed employees is changed, the information recorded in ERP system shall prevail.

Article 9 Party B's bonus (if any) and allowance (if any) shall be subject to Party A's relevant regulations. Party A has the right to adjust the amount of bonuses and allowances and management measures according to the operating conditions and Party B's work performance.

Article 10 If Party A adjusts Party B's post according to law or agreement, Party A has the right to re-determine Party B's salary according to the basic principle of "remuneration according to work and salary changes with post". Party B shall obey Party A's decision and shall not regard Party A's behavior as breach of contract.

Article 11 Party A shall pay Party B the basic salary of the current month on the last working day of each month, and advance to the nearest working day in case of rest days or holidays. The timing of bonus (if any) shall be determined by Party A according to the actual situation. All personal income tax payable by Party B in accordance with the tax laws of the Chinese government and the expenses payable by individuals in social insurance and housing accumulation fund will be withheld and remitted by Party A from Party B's salary in accordance with national regulations. Party A shall pay Party B's salary by bank card entry.

Article 12 Party B shall timely check its monthly salary. If it has any objection to the salary payment for the current month, it shall submit it to the Human Resources Department in writing before the 15th of next month. If there is any mistake or omission, it shall be corrected after verification by the company. If it fails to do so within the time limit, it shall be deemed that there is no objection to the salary payment of the current month, and Party B shall not make any claim on the salary calculation and payment in the future.

V. Social insurance benefits

Article 13 Both Party A and Party B shall pay social insurance fees according to relevant laws and regulations.

Article 14 The medical treatment for Party B's illness or non-work-related injury shall be implemented in accordance with relevant laws and regulations. Party B's sick leave salary shall be subject to Party A's regulations.

Article 15 Party B's treatment for occupational diseases or work-related injuries shall be implemented in accordance with relevant laws and regulations.

VI. Working conditions, labor protection, prevention and control of occupational hazards and labor discipline

Article 16 Party A has the right to formulate and modify rules and regulations and labor discipline according to the needs of production and operation.

Article 17 If Party B violates labor discipline and Party A's rules and regulations, Party A shall have the right to handle it according to the rules and regulations.

Article 18 Party A agrees to provide Party B with necessary working environment, working conditions, labor protection and occupational disease hazard prevention measures within the term of this contract in accordance with relevant Chinese laws and regulations to ensure Party B works in a safe and healthy environment.

Article 19 During the term of the contract, Party B shall abide by Party A's labor discipline and other rules and regulations, and shall abide by labor safety and hygiene,

production technology, operating rules and working standards. Take good care of Party A's property and observe professional ethics; Actively participate in the training organized by Party A, improve their own quality, obey Party A's arrangement, actively work and complete various tasks.

Article 20 Party B has the right to work under the safety and health standards stipulated by the state, and has the right to refuse to engage in dangerous tasks that Party A forces Party B to perform in violation of Chinese laws.

Article 21 Party B confirms that its post does not belong to a high-temperature operation post. Party A has taken effective cooling measures such as installing air-conditioning equipment in Party B's workplace. Party B agrees to confirm that Party A does not need to pay high-temperature allowance. If Party A fails to take cooling measures, Party B shall timely submit it to Party A in writing.

VII. Alteration and dissolution of labor contract

Article 22 Under any of the following circumstances, Party A and Party B shall change the labor contract and go through the written procedures for changing the contract in time:

(1) Party A and Party B reach an agreement through consultation;

(2) Major changes have taken place in the objective circumstances (including but not limited to force majeure or company relocation, asset transfer, concurrent employment, department or post cancellation, etc.) on which the Contract is based, which prevent the Contract from being fully or partially performed;

(3) The laws, regulations and rules on which this contract is based have changed.

Article 23 In view of Party A's use of the ERP system for personnel management, all changes will be made by Party A through the ERP system. If Party B has any objection after receiving the change notice of ERP, it may submit it in writing to Party A's Human Resources Department within three days after receiving the notice. If it fails to do so within the time limit, it shall be deemed that Party B approves the change.

Article 24 The Contract can be dissolved through negotiation between Party A and Party B.

Article 25 If Party B has any of the following circumstances, Party A may dissolve the Contract without paying economic compensation:

(1) It is proved that it does not meet the employment conditions during the probation period;

(2) Party B seriously violates Party A's rules and regulations;

(3) Serious dereliction of duty and malpractice have caused great damage to Party A's interests. The so-called "major damage" includes but is not limited to: a) economic losses of more than RMB 5,000 (inclusive) caused to Party A by Party B's fault behavior; B) Party A is punished by relevant administrative departments or higher-level competent departments c) Party A loses business opportunities or intangible property such as Party A's reputation, industry status and social evaluation, etc. due to Party B's behavior;

(4) Establishing labor relations with other employing units at the same time, which seriously affects the completion of the work tasks of the unit, or refusing to correct after being proposed by the employing unit;

(5) Causing Party A to enter into or change the labor contract or invalidate the labor contract in violation of the true meaning by means of fraud (including but not limited to providing false certificates to Party A, such as degree certificates, academic certificates, professional and technical title certificates, medical diagnosis certificates, etc.), coercion or taking advantage of the danger of others;

(6) Acts that violate national laws and regulations and are dealt with by relevant national institutions, including but not limited to being detained according to law or being detained according to law (including administrative detention and criminal detention) or being investigated for criminal responsibility according to law;

(7) Other circumstances stipulated by Party A's rules and regulations or laws and regulations.

Article 26 In case of any of the following circumstances, Party A may terminate the Contract, but it shall notify Party B in writing 30 days in advance or pay Party B an additional salary of one month. If the law provides otherwise, it shall prevail:

(1) Party B is sick or injured not due to work, and after the medical treatment period expires, Party B cannot engage in the original work or other work arranged by Party A;

(2) Party B is not qualified for the job, and is still not qualified for the job after training or adjustment of job position;

(3) The objective conditions (including but not limited to force majeure or company relocation, asset transfer, merger, department or post cancellation, etc.) on which the contract was concluded have changed significantly, thus rendering the contract unable to be performed, and both parties cannot reach a contract on the alteration of the labor contract through negotiation.

Article 27 Party B shall notify Party A 3 days in advance of the termination of the Contract during the probation period. If the Contract is dissolved after confirmation, Party A shall be notified in writing 30 days in advance. If Party B dissolves the labor contract, it shall complete the resignation and handover procedures before the final working day in accordance with Party A's regulations. If Party B fails to handle the work handover, Party A has the right not to handle the resignation procedures and requires Party B to compensate Party A for the actual losses caused by this. Actual losses include but are not limited to:

- (1) The training fees and recruitment fees paid by Party A for it;
- (2) Party A temporarily arranges overtime and extra management fees for on-the-job replacement personnel;
- (3) Labor remuneration and related management fees of the replacement personnel temporarily used by Party A.

Article 28 If Party A has any of the following circumstances, Party B may dissolve the Contract:

- (1) Party A fails to provide labor protection or working conditions as agreed in this contract;
- (2) Party A fails to pay labor remuneration in full and on time;
- (3) Party B fails to pay social insurance premiums for Party A's reasons;
- (4) The rules and regulations violate the provisions of laws and regulations and damage the rights and interests of Party B;
- (5) By means of fraud, coercion or taking advantage of the danger of others, Party B may conclude or change the Contract against its true intention; Or exempt itself from legal responsibilities and exclude Party B's rights; Or violates the mandatory provisions of laws and administrative regulations, resulting in the invalidity of this contract;
- (6) Other circumstances under which Party B may terminate the Contract as stipulated by laws and administrative regulations.

If Party A forces Party B to work by means of violence, threat or illegal restriction of personal freedom, or if Party A illegally directs or forces risky operations to endanger Party B's personal safety, Party B may immediately terminate this Contract without informing Party A in advance.

Article 29 Party B promises that there is no unfinished non-competition obligation. If Party A discovers that Party B has unfinished non-competition obligations of the employing unit and the employing unit before the signing of the labor contract, it shall be deemed that Party B provides false information and deceives Party A to sign the labor contract with it. Party A may terminate the labor contract with Party B from the date when it becomes aware of the situation without paying economic compensation to Party B. If the above-mentioned acts of Party B cause losses to Party A, Party B shall also compensate Party A for the losses.

VIII. Termination of labor contract

Article 30 The Contract shall be terminated under any of the following circumstances:

- (1) The contract period expires or the contract work task with the deadline of completing a certain work task is completed;
- (2) Party B reaches the national legal retirement age or begins to enjoy the basic old-age insurance benefits;
- (3) Party B dies or is declared dead or missing by the people's court;
- (4) Party A is declared bankrupt according to law, its business license is revoked, it is ordered to close down or cancel, or Party A decides to dissolve in advance;
- (5) Other circumstances stipulated by laws, regulations and rules.

IX. Economic compensation and compensation

Article 31 Under any of the following circumstances, Party A shall pay economic compensation to Party B:

- (1) Party B dissolves the Contract according to Article 28 of the Contract;

(2) Party A proposes to dissolve the Contract to the laborer and negotiates with Party B to dissolve the Contract;

(3) Party A dissolves the Contract according to Article 26 of the Contract;

(4) The Contract expires unless Party A maintains or improves the conditions agreed in the Contract to renew the Contract and Party B does not agree to renew the Contract;

(5) The Contract is terminated because Party A is declared bankrupt according to law, its business license is revoked, it is ordered to close down, it is revoked or it decides to dissolve in advance;

(6) Other circumstances stipulated by laws and administrative regulations.

Article 32 The economic compensation referred to in Article 31 of the Contract shall be paid to Party B according to the standard of one month's salary for each full year of Party B's working life in Party A. For more than six months but less than one year, it shall be calculated as one year. For less than six months, Party B shall be paid economic compensation for half a month's salary (the specific calculation method shall be implemented in accordance with Article 47 of the Labor Contract Law). If economic compensation is required due to termination of the labor contract, the working life shall be calculated from January 1, 2008. If the law of the place where the labor contract is performed provides otherwise, such provisions shall prevail.

Article 33 If Party B's illegal or breach of contract causes losses to Party A, Party B shall be liable for compensation and compensate according to the actual losses.

Article 34 If Party B has received special technical training provided at Party A's expense, it shall also return relevant training expenses to Party A in accordance with the stipulations of the training contract between both parties before leaving office. If the two parties have not signed a training contract or the agreement in the training contract is not clear, the training expenses that should be shared for the part of the service period that has not been performed shall be returned.

X. Trade secrets and restricting competition

Article 35 Definition

(1) baidu company: refers to baidu.com. Inc., Baidu Holdings Ltd, Baidu USA LLC, Baidu online network technology (Beijing) co., ltd., Baidu times network

technology (Beijing) co., ltd., Baidu (China) co., ltd., Baidu co., ltd. (Japan), Beijing Baidu netnews technology co., ltd., Baidu international technology (Shenzhen) co., ltd., Baidu cloud computing technology (Beijing) co., ltd., Baidu cloud computing technology (Shanxi) co., ltd., Beijing Baidu glutinous rice information technology co., ltd. and all branches, subsidiaries and affiliates of the above companies.

(2) Associated companies include: parent companies and subsidiaries of one party, and business organizations that meet one of the following conditions (including but not limited to limited companies, service companies, partnership organizations, sole proprietorship enterprises, joint-stock cooperative enterprises and individual businesses, the same below); Any of the following circumstances will also be regarded as an affiliated company of this party:

1) An operating organization directly/indirectly held by the same legal person/natural person/operating organization or otherwise controlled by one party;

2) An operating organization that directly/indirectly establishes or controls the same operating organization with one party through shareholding or other means;

3) A natural person is one of the management personnel (directors, legal representatives, principal and deputy general managers, supervisors, department managers and above, the same below), and/or a partner, and/or a number of business organizations that directly or indirectly own 10% or more equity or other owner's equity;

4) A number of business organizations with trust or other property in which a natural person holds significant rights and interests, or acts as trustee (or similar trustee position);

5) A natural person and/or his/her relatives are respectively one of the management personnel, and/or a partner, and/or a number of business organizations that directly or indirectly own 10% or more equity or other owner's equity;

6) A natural person and/or his/her relatives respectively occupy significant rights and interests therein, and a number of business organizations containing trust or other property as trustees (or similar fiduciary duties).

(3) "Competitive business" refers to (1) the business that Party A or its affiliated companies engage in or intend to engage in; And/or (2) other businesses that are the same as, similar to or competitive with the businesses operated by Party A or its affiliated companies.

(4) "Competitors" refer to business organizations engaged in competitive

business with Party A and/or its affiliated companies. Including, but not limited to, Google, Yahoo, Tencent, Alibaba, UC (Youshi), Qihu 360, Gaode Map, Sina, Jingdong, Meituan, Dianping, sogou, Youku Tudou, Sohu, Fast Broadcast, Leshi, Xiaomi, Thunderbolt, Storm Video, PPTV, HNA Yisheng, Linkage Advantage, China UnionPay, Rong360, lufax, Renren Loan, Direct Mail, Didi Taxi, Fast Taxi, etc. As well as direct or indirect investment/holding or non-holding enterprises of the above-mentioned enterprises and/or other operating organizations engaged in internet fields (including but not limited to: search, portal websites, C2C services, instant messaging, mobile phone browsers, maps, mobile internet services, video and audio services, cloud computing services and internet finance companies, etc.), it, communication services and third-party payment companies, as well as their subsidiaries, subsidiaries and affiliated companies (the above-mentioned website name is abbreviated). Companies engaged in Internet (including but not limited to: search, portal, C2C business, instant messaging, mobile phone browser, map, mobile Internet service, video and audio services, cloud computing services and Internet finance companies, etc.), IT, communication services and third-party payment services that are directly or indirectly established or controlled by employees of Party A and its affiliated companies after leaving office are also regarded as "competitors" of Party A.

(5) affiliated company of party a: refers to Ba i du. com, Inc., Baidu Holdings Ltd, Baidu USA LLC, Baidu online network technology (Beijing) co., ltd., Baidu times network technology (Beijing) co., ltd., Baidu (China) co., ltd., Baidu co., ltd. (Japan), Beijing Baidu netnews technology co., ltd., Baidu international technology (Shenzhen) co., ltd., Baidu cloud computing technology (Beijing) co., ltd., Baidu Cloud Computing Technology (Shanxi) Co., Ltd., Baidu Beijing Baifubao Technology Co., Ltd., Beijing Baidu Glutinous Rice Information Technology Co., Ltd. and all branches, subsidiaries and other affiliated companies of the aforementioned companies. Specifically, the affiliated companies of the competitor shall also include any shareholder, director, legal representative, principal and deputy general manager, supervisor of the competitor serving as shareholder or director or supervisor or legal representative or other operating organizations employed on a part-time or full-time basis.

(6) Relatives of Party B: refers to Party B's spouse, blood relatives within three generations and their spouses, adopted relatives are regarded as blood relatives, and stepparents' children/stepbrothers and sisters are regarded as blood relatives.

Article 36 Scope of Trade Secrets

(1) All the business, technology, operation and other information of Baidu Company that Party B has come into contact with and/or mastered due to its position or work are commercial secrets referred to in this contract. Including but not limited to information, development, trade secrets, know-how, inventions (whether patent or not), programs, rule systems, charts, experimental notes, test programs, software designs and structures, computer data, internal documents, design and functional specifications, difficult problems or other reports, analysis and performance information, software documents and other technical, business, product, marketing or financial information, plans, or other information related to the company or any of its clients, consultants or licensees, are party a's trade secrets. For the information not explicitly listed in the preceding paragraph, if Party A considers it to be a trade secret, the information will be included in the scope of the trade secret agreed in this contract after Party A informs Party B in writing.

(2) If Party B claims to have rights to inventions, designs, technical secrets and other related information generated during Party A's work, it shall make a written statement to Party A within one month from the date of such information. If Party A confirms in writing that it is a non-job achievement after verification, Party B shall have the right. If Party B does not make a statement or Party A determines that the information belongs to the job achievement, Party A shall have the corresponding rights and be free to make full use of inventions, technological secrets or other business secrets within its business scope to carry out production, operation or transfer to a third party. Party B shall perform the confidentiality obligation agreed in this contract.

(3) If Party B believes that the first two items of information should not be classified as commercial secrets, it may submit the information to Party A within three days after learning the information, and the information shall remain classified as commercial confidential information until Party A gives a clear reply to Party B.

(4) The confidentiality measures taken by Party A for business secrets include but are not limited to:

- 1) Seal stamped with Party A's confidential words;
- 2) Access is restricted by Party A's internal network;
- 3) When using information, registration procedures (such as borrowing, approval, obtaining login password, etc.) shall be performed according to regulations.
- 4) Mark the words "confidential" and/or "secret" in an obvious position on the carrier of certain information;

5) Other confidentiality measures stipulated by rules and regulations.

If Party A adopts any of the above confidentiality measures for a certain information, Party A will have completed the confirmation of the confidentiality of the information.

(5) Party B shall have the obligation to keep confidential Party A's business secrets specified in the preceding paragraph, which are not obtained from its own work and/or other work arranged by Party A.

Article 37 Obligation of Confidentiality

(1) Without the authorization of Party A, Party B shall not disclose any trade secret to any third party in any form or manner;

(2) Without the authorization of Party A, it is not allowed to disclose any trade secrets to any other employees of Baidu Company who have no right to know the above trade secrets in any form or manner;

(3) Party B shall not use any trade secrets of Party A in any way, except in accordance with its employment relationship with Party A and for the benefit of Baidu Company.

1) Except when necessary to perform the job or the job arranged by Party A, it is not allowed to find out or learn the business secrets of other departments or posts in any form or manner;

2) No business secrets shall be sent to any non-Baidu company's fax, address or email including Party B's own income, except for the interests of Baidu company for the performance of its own duties or the work well arranged by Party A;

3) Party B shall not allow and/or assist any third party who does not undertake confidentiality obligations to use Party A's business secrets by means including but not limited to lending, donating, leasing, transferring, etc.

4) If it is found that the company's trade secret has been disclosed or leaked at its own fault, effective measures shall be taken to prevent the disclosure from further expanding, and Wells shall immediately report to Baidu Company;

5) Do not discuss company affairs in any public places (including elevators, corridors inside the company, toilets or catering places, etc.);

6) Without Party A's permission, we will not discuss and evaluate the company, its business, operation or management in any way at any time, in any online chat room, online meeting or any other network, in any way that enables a third person to

obtain information (including but not limited to forums, personal blogs, etc.);

7) Party B shall set a password on the computer he uses to restrict others from accessing the information in the computer;

8) Party B shall restrict the entry and exit of personnel for the storage and discussion of specific major unpublished information;

9) Party B shall properly keep all materials and documents it has mastered and kept to prevent leakage.

10) All documents, materials, charts, notes, reports, letters, faxes, tapes, disks, instruments and other carriers in any form that are held or kept by Party B due to its position or the needs of Party A's work arrangement and that record Party A's secret information shall be owned by Party A. When the labor contract between Party B and Party A is terminated or dissolved, Party B must hand over the above carriers held or kept by Party B to Party A. After submitting a written resignation application or receiving a notice of dismissal from the Human Resources Department, Party B shall not take any information obtained from its position out of Baidu's office area by any means including but not limited to copying, fax, copying, downloading, transmitting, uploading, etc., unless the department director agrees in writing.

11) After submitting a written resignation application or receiving a notice of dismissal from the Human Resources Department, no mail shall be sent in the name of Baidu employees from Baidu's email box to outside Baidu, including its personal email box, except with the written consent of the department head or the department head above the department head.

12) After submitting a written resignation application or receiving a notice of dismissal from the Human Resources Department, Party B shall not send any information about Baidu Company in any form to Baidu Company's customers, users, partners, etc. as employees of Baidu Company, nor shall Party B require Baidu Company's customers, users, partners, etc. to send any information to Baidu Company in any form. For all information voluntarily sent by Baidu Company's customers, users, partners, etc., Party B shall do a good job of handover and transfer all information to the employees responsible for handover.

13) After Party B terminates or terminates the labor contract with Party A, it must obtain the written consent of Party A in advance, otherwise it will be deemed that Party B violates the contract.

Article 38 Obligation of Non-competition

(1) Without the written consent of Party A, Party B shall not accept or obtain any rights and/or positions at any competitor or affiliated company of any competitor engaged in the business of competing with Party A and its affiliated companies, or provide any consulting services or other assistance to any competitor or affiliated company of Party A and its affiliated companies during the period of his employment with Party A and within one year after his resignation.

(2) If Party B's relatives have been or will be employed by Party A's competitors or their affiliated companies and/or enjoy any rights and interests during or about to be employed by Party A, Party B shall immediately and truthfully inform the personnel department of Party A of the above facts.

(3) Non-competition: Party B shall not directly or indirectly engage in any of the following acts in its own name or in the capacity of owner, licensor, licensee, agent, employee, independent contractor, owner, partner, lessor, shareholder or director or manager of an operating organization or in any other name during its tenure at Party A and within one year after leaving office:

1) Invest in or engage in competitive business of Party A and its affiliated companies;

2) Establish a business organization that engages in competitive business with Party A and its affiliated companies;

3) directly or through other operating organizations or individuals, provide any previous, existing and potential customers of Party A and its affiliated companies with products and/or services that compete with those of Party A and its affiliated companies in any way;

4) directly or through other operating organizations or individuals, employ any on-the-job employee of Party A and its true affiliated companies, or any former employee who terminates or dissolves the labor relationship with Party A and its affiliated companies without formal dismissal or resignation procedures, or any former employee of Party A who has the obligation of non-competition to Party A and its affiliated companies (the obligation stipulated in this item is permanent, and its time limit is not limited by the one-year period);

5) directly damage the commercial reputation and reputation of party a and its affiliated companies by attack or any other means (the obligations stipulated in this item are permanent obligations, and the time limit is not limited by the one-year time limit).

(4) Party B shall not directly or indirectly persuade, entice, encourage or

otherwise urge any management personnel or employees of Party A or its affiliated companies to terminate or terminate the employment relationship between such management personnel or employees and Party A or its affiliated companies.

(5) Party B shall not directly or indirectly persuade, entice, encourage or otherwise urge any customer, supplier, licensee, licensor or other person or operating organization with actual or potential business relationship with Party A or its affiliated companies to terminate or change the business relationship with Party A and/or its affiliated companies in other ways that are not conducive to Party A and/or its affiliated companies.

Article 39 Economic Compensation

(1) Both parties confirm that Party B's compliance with confidentiality obligations complies with national laws and regulations and Party A's rules and regulations. Party B clearly understands:

Confidentiality obligation is the legal obligation of the laborer and the accompanying obligation of the labor contract. When Party A pays Party B's salary, it has fully considered the confidentiality obligation that Party B needs to undertake. Therefore, it has the obligation to keep the above-mentioned commercial secrets without paying any additional confidentiality fee no matter when Party B takes office or after leaving office.

(2) Both parties confirm that during the validity of the labor contract between both parties, Party B's performance of non-competition obligations is in line with the national laws and the interests of both parties, and Party A does not need to pay Party B any other economic compensation other than labor remuneration.

(3) Calculation standard of post-employment non-competition compensation: within one year after the termination or dissolution of the labor contract between Party B and Party A, Party A shall pay a total of one half of the basic salary (excluding bonus, allowance, overtime salary, commission and option) of the year before Party B leaves the job (calculated from the date of leaving the job) as full economic compensation for Party B's performance of the non-competition obligations under the contract. If Party B works for less than one year in Party A, the annual basic salary income shall be calculated based on the actual basic salary during the working period, and one half of the annual basic salary income (excluding options) shall be taken as the full economic compensation for Party B's performance of the non-competition obligation under this Contract after leaving office. Party B agrees that the economic compensation constitutes fair, reasonable and sufficient compensation for Party B's performance of the non-competition obligation.

(4) Payment method of economic compensation for non-competition after leaving office: After Party B terminates or dissolves the labor contract with Party A, Party A shall pay to Party B on a monthly basis, with the payment time being the last day of each month. The payment standard is one twelfth of the economic compensation specified in paragraph 3 of this article, which shall be paid to Party B by Party A through bank transfer, and Party A shall withhold and remit personal income tax.

Article 40 Duration of Confidentiality and Non-competition

(1) Party B's obligation to keep trade secrets under this contract shall remain valid after the termination of the labor contract with Party A until the trade secrets become public information or Party A voluntarily discloses the trade secrets.

(2) The term of non-competition stipulated in this contract is within the validity period of the labor contract between Party A and Party B and one year after the termination or dissolution of the labor contract.

Article 41 Liability for Breach of Contract

(1) If Party B violates the confidentiality obligation stipulated in this contract, it shall pay compensation of RMB 50,000 to Party A.

(2) If Party B violates the obligation of restriction of business as agreed in this contract, it shall bear the liability for breach of contract, return all economic compensation already paid by Party A, and pay Party A a penalty equal to 3 times of all economic compensation stipulated in Article 39, paragraph 3, of this contract within 10 days after Party A notifies Party B.

(3) If the above-mentioned breach of contract results in losses to Baidu including but not limited to direct and/or indirect, tangible and/or intangible, property and/or non-property exceeding the amount of liquidated damages, Party B shall compensate Party A in full according to the actual losses incurred, including but not limited to Party A's actual losses, available benefits, legal fees, legal fees, appraisal fees, etc.

(4) If Party B's breach of the confidentiality obligation stipulated in this contract causes excessive losses to Party A, Party A has the right to report to the high-level judicial authority to investigate Party B's criminal responsibilities.

(5) After learning of Party B's violation of this contract, Party A has the right to send a notice to Party B requesting it to stop all violations of this contract according to the address of Party B stated in this contract. Party B must stop all violations of its contractual obligations after receiving or should receive the notice. If the above notice

cannot be delivered normally, Party A reserves the right to send it to Party B through newspaper announcement.

(6) If Party B violates the above confidentiality obligations and non-competition obligations within the validity period of the labor contract between Party A and Party B, it is a serious violation of discipline, and Party A has the right to immediately terminate the labor contract with Party B without any liability for breach of contract or compensation, and the obligation to keep business secrets shall remain valid after the termination of the labor contract.

(7) Party A may send a written notice to Party B to adjust the time limit, compensation amount and payment time for performing the non-competition obligation.

(8) Where Party B unilaterally refuses to accept the economic compensation for non-competition given by Party A, it shall be deemed as Party B's waiver of the economic compensation, but Party B shall still abide by the obligations of non-competition stipulated in the Contract.

Article 42 Fair Promise

Both parties unanimously confirm that the scope of business secrets, scope of non-competition restrictions, time limit and compensation agreed in this contract are fair and reasonable, and there are no frauds, threats, risks of taking advantage of people and other situations in obviously unfair.

XI. Handling of labor disputes

Article 43 Any labor dispute between Party A and Party B shall be settled through friendly negotiation. If the dispute cannot be settled through negotiation, either party may apply to the labor dispute arbitration committee in the place where Party A is located for arbitration within the time limit stipulated by law. If one party refuses to accept the arbitration award, it may bring a lawsuit to the district people's court in the place where Party A is located.

XII. Others

Article 44 In the event of any matter not declared in this contract or conflict with national laws and regulations, the national laws and regulations and relevant regulations shall prevail.

Article 45 All rules and regulations of Party A and its attached forms are annexes to this contract. Party A has the right to formulate or modify the rules and regulations according to the company's needs at any time and in accordance with legal procedures. Party B must strictly abide by them.

Article 46 Party B confirms that the "actual communication address" at the beginning of this contract is its real and effective communication address, and Party A will mail the matters (notices, documents, documents, data, etc.) that need to be notified to Party B to this address. In case of any change of address, Party B shall inform Party A in writing in a timely manner. Otherwise, it will be deemed to have been delivered to Party B from the date of delivery of the mail. Any dispute arising therefrom has nothing to do with Party A, and all legal consequences will be borne by Party B.

Party B agrees to entrust the "emergency contact person" at the beginning of the contract as the entrusted party of Party B when it is in a state of contact obstacle. The entrusted party has full authority to handle all issues involved under the contract on behalf of Party B, including but not limited to the authority to negotiate with Party A, settle and mediate, collect and receive relevant funds on behalf of Party A, collect and sign for relevant documents.

Article 47 The relevant annexes to this contract are an integral part of this agreement and have the same legal effect as the text of the agreement.

Article 48 When this contract is translated into foreign languages, it is for reference only. In case of any difference, the Chinese version shall prevail.

Article 49 This Contract is made in duplicate, one for each party. Effective from the date of seal or signature of both parties

(No text below)

Party A

Legal representative:

(Stamp)

Date: October 1, 2014

Party B

Signature: Xiaolei PAN

Date: September 15, 2014

583

劳动合同



姓 名: 潘晓霞

员工编号: B17732

甲方

名称：百度在线网络技术（北京）有限公司

法定代表人：王湛

注册地：北京市海淀区上地十街10号百度大厦三层

乙方

姓名：潘晓涛 性别：男 身份证/护照号码：

实际通讯地址（具体到门牌号）：

家庭通讯住址（具体到门牌号）：

电子邮件（非百度邮箱）：

联系电话：

紧急联系人：谭颖

联系电话：

根据《中华人民共和国劳动法》、《中华人民共和国合同法》，甲乙双方经平等协商同意，自愿签订本合同，共同遵守本合同所列条款。

乙方在签署本《劳动合同》时必须已根据有关劳动法规与原单位解除或终止劳动关系。乙方保证在其签署本合同书后，甲方不会因任何原因被卷入乙方与原单位的任何形式的争议纠纷中。否则，乙方应当赔偿甲方因此而遭受的经济损失。经济损失包括但不限于直接经济损失、间接经济损失、甲方为妥善处理争议纠纷而支付的调查费用、公证费用、律师费等。

1. 合同类型及期限

第1条 本合同的类型及期限如以下(2)所描述的情形。

- (1) 固定期限劳动合同。有效期自 年 月 日起至 年 月 日止，其中试用期至 年 月 日。
- (2) 无固定期限劳动合同。有效期自 2014 年 10 月 01 日起，其中试用期至 年 月 日。
- (3) 以完成一定的工作任务为期限的合同。有效期自 年 月 日起至 工作任务完成之日止，其中试用期至 年 月 日。

第2条 乙方在试用期内有下列情形之一的，均被视为不符合录用条件，甲方可随时与其解除劳动合同，而无需给予乙方经济补偿：

- (1) 不具备政府规定的就业手续的；
- (2) 无法提供甲方办理录用、社会保险、住房公积金等所需要的文件证明的；
- (3) 不能胜任甲方安排的工作任务和甲方规定的岗位职责的；
- (4) 患有精神病或按国家法律法规规定应禁止工作的传染病的；
- (5) 与原用人单位依法解除、终止劳动合同或劳动关系的；
- (6) 与原用人单位存在竞业限制约定且甲方在限制范围之内的；
- (7) 涉嫌在案或者被取保候审、监视居住的；
- (8) 未经甲方书面许可不按本合同约定时间到岗的；

(9) 入职后不同意购买社会保险或不按甲方制定的劳动合同版本签订劳动合同的;

(10) 有其他不符合用人单位规定的具体岗位的录用条件的

2. 工作内容和工作地点

第3条 甲方聘用乙方从事以下 所描述类型的工作。

- (1) 研发类
- (2) 市场及销售类
- (3) 管理支持类
- (4) 服务成本类

第4条 乙方工作应达到甲方要求的工作标准及工作目标。甲方有权根据生产和业务需要或乙方的工作能力和业绩表现以及健康状况等原因,依法对乙方的工作岗位进行调整或重新安排,乙方须服从甲方的管理和安排,在规定的时间内,保质保量完成甲方指派的工作任务。

第5条 乙方的工作地点或工作区域在中国北京。公出及长、短期出差不视为工作地点的变更。

3. 工作时间

第6条 甲方安排乙方实行以下(1)所描述的工时制度。

- (1) 执行标准工时制,乙方每周正常工作时间为五天,每周工作时间不超过四十小时(不含用餐时间)。
- (2) 执行综合计算工时制,乙方应按照甲方安排的时间工作。在综合计算周期内,乙方平均每天工作不超过八小时,平均每周工作不超过四十小时(不含用餐时间)。
- (3) 执行不定时工作制,在保证完成甲方工作任务的情况下,乙方按甲方规定的弹性工时制度工作。

第7条 执行标准工时制及综合计算工时制的情况下,如因工作需要甲方安排乙方加班的,乙方承诺服从甲方在加班期间内的工作安排,加班补偿按甲方规章制度及国家、地方有关法律、法规规定处理。乙方确因工作需要加班的,须事先按照甲方规章制度的相关规定履行加班申请和审批手续,经批准同意方可加班,否则不视为加班。与加班相关的细则参见公司加班政策。

4. 工资待遇

第8条 乙方的基本工资为(税前)详见录用通知书中的基本工资,试用期的基本工资为(税前)详见录用通知书中的试用期基本工资;本条约定的基本工资及试用期基本工资作为计算乙方加班工资的基数。甲乙双方确认,乙方每月领取的工资已包含加班工资。

第9条 乙方的奖金(如有)、津贴(如有),按照甲方相关规定执行。甲方有权根据经营状况、乙方的工作表现等情况对奖金及津贴发放数额和管理办法进行调整。

第10条 如果甲方依法或者依约定调整了乙方的工作岗位,根据“按劳取酬、薪随岗变”的基本原则,甲方有权重新确定乙方的工资待遇。乙方应当服从甲方决定,且不应将甲方的此种行为视为违约。

第11条 甲方在每月最后一个工作日向乙方支付当月基本工资,遇休息日或者节假日则提前至最近的工作日。奖金(如有)的发放时间由甲方根据实际情况确定。所有乙方按中国政府税法规定应缴纳的个人所得税和社会保险个人缴纳费用,将按国家规定由甲方从乙方工资中代扣代缴。甲方以银行卡入

账方式支付乙方工资。

第12条 乙方应对本人的每月工资金额及时地进行核对，如对当月工资发放有异议的，需在下月 15 日前书面向人力资源部提出，如有错漏经公司查证核实后更正。逾期未提出的，视为对当月工资发放无异议，乙方不得在日后再对工资的计付及发放提出任何主张。

5. 社会保险福利待遇

第13条 甲乙双方应按相关法律规定缴纳社会保险费用。

第14条 乙方患病或非因工负伤的医疗待遇按相关法律规定执行。乙方的病假工资按照甲方规定执行。

第15条 乙方患职业病或因工负伤的待遇按相关法律规定执行。

6. 工作条件、劳动保护、职业病危害防治和劳动纪律

第16条 甲方有权根据生产经营需要，依法制定、修改规章制度和劳动纪律。

第17条 乙方违反劳动纪律和甲方的规章制度，甲方有权根据规章制度进行处理。

第18条 甲方同意在本合同期限内，依照中国有关法律规定，为乙方提供必要的工作环境、工作条件、劳动保护和职业病危害防治措施，保证乙方在安全、健康的环境中工作。

第19条 乙方在合同期内应遵守甲方的劳动纪律及其他规章制度，遵守劳动安全卫生、生产工艺、操作规程和工作规范；爱护甲方的财产，遵守职业道德；积极参加甲方组织的培训，提高自身素质，服从甲方安排，积极工作，完成各项任务。

第20条 乙方有权在国家规定的安全和卫生标准条件下从事劳动，有权拒绝从事甲方违反中国法律强迫其执行之危险任务。

第21条 乙方确认其岗位不属于高温作业岗位，甲方已在乙方的工作场所采取了如安装空调设备等有效降温措施，乙方同意并确认甲方无需支付高温津贴。如甲方未采取降温措施，乙方应当及时向甲方书面提出。

7. 劳动合同的变更、解除

第22条 有下列情形之一的，甲乙双方应变更劳动合同并及时办理书面变更合同手续：

- (1) 甲乙双方协商一致的；
- (2) 订立本合同所依据的客观情况（包括但不限于不可抗力或者公司迁移、资产转移、被兼并、部门或者岗位撤销等）发生重大变化，致使本合同无法全部或者部分履行的；
- (3) 订立本合同所依据的法律、法规、规章发生变化的。

第23条 鉴于甲方使用 ERP 系统进行人事管理，所有的变更甲方会通过 ERP 系统进行，如果乙方在收到 ERP 的变更通知后有异议，可在接到通知后三日内以书面方式向甲方人力资源部提出。逾期未提出的，视为乙方认可该变更。

第24条 经甲乙双方协商一致，本合同可以解除。

第25条 乙方有下列情形之一的，甲方可以解除本合同且无须支付经济补偿金：

- (1) 在试用期内被证明不符合录用条件的；
- (2) 严重违反甲方规章制度的；

(3) 严重失职, 营私舞弊, 对甲方利益造成重大损害。所谓“重大损害”包括但不限于: a) 乙方过错行为给甲方造成人民币五千元(含)以上的经济损失; b) 使甲方受到相关行政部门或上级主管部门的处罚; c) 因乙方行为使甲方失去商业机会或使甲方声誉、行业地位、社会评价等无形资产受到损失等;

(4) 同时与其他用人单位建立劳动关系, 对完成本单位的工作任务造成严重影响, 或者经用人单位提出, 拒不改正的;

(5) 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劳动合同而致使劳动合同无效的;

(6) 违反国家法律法规而被国家相关机构处理的行为, 包括但不限于被依法羁押或者被依法拘留(包括行政拘留、刑事拘留)或者被依法追究刑事责任的;

(7) 甲方规章制度或者法律法规规定的其他情形。

第26条 有下列情形之一的, 甲方可以解除本合同, 但应当提前 30 日以书面形式通知乙方或额外支付乙方一个月工资, 法律另有规定的从其规定:

(1) 乙方患病或者非因工负伤, 医疗期满后, 不能从事原工作也不能从事由甲方另行安排的工作的;

(2) 乙方不能胜任工作, 经过培训或者调整工作岗位, 仍不能胜任工作的;

(3) 本合同订立时所依据的客观情况(包括但不限于不可抗力或者公司迁移、资产转移、被兼并、部门或者岗位撤销等)发生重大变化, 致使本合同无法履行, 经甲乙双方协商不能就变更劳动合同达成合同的。

第27条 乙方在试用期内解除本合同, 应当提前 3 日通知甲方; 转正后解除本合同, 应当提前 30 日以书面形式通知甲方。乙方解除劳动合同, 应按照甲方规定在最后工作日前办妥离职交接手续, 如乙方未办理工作交接, 甲方有权不予办理离职手续并要求乙方就此给甲方造成的实际损失予以赔偿。实际损失包括但不限于:

(1) 甲方为其支付的培训费和招收录用费;

(2) 甲方临时安排在职替代人员的加班费和额外管理费;

(3) 甲方临时使用的替代人员的劳动报酬及相关管理费。

第28条 甲方有下列情形之一的, 乙方可以解除本合同:

(1) 未按照本合同约定提供劳动保护或劳动条件的;

(2) 未及时足额支付劳动报酬的;

(3) 因甲方原因, 未依法为乙方缴纳社会保险费的;

(4) 规章制度违反法律、法规的规定, 损害乙方权益的;

(5) 以欺诈、胁迫的手段或者乘人之危, 使乙方在违背真实意思的情况下订立或者变更本合同; 或者免除自己的法定责任、排除乙方权利; 或者违反法律、行政法规强制性规定, 致使本合同无效的;

(6) 法律、行政法规规定乙方可以解除本合同的其他情形。

甲方以暴力、威胁或者非法限制人身自由的手段强迫乙方劳动的, 或者甲方违章指挥、强令冒险作业危及乙方人身安全的, 乙方可以立即解除本合同, 无需事先告知甲方。

第29条 乙方承诺, 没有未履行完毕的竞业禁止义务, 如甲方发现乙方在劳动合同签署后跟前用人单位、用工单位有未履行完毕的竞业限制义务, 视为乙方提供虚假信息, 欺骗甲方与之签订劳动合同, 甲方自知悉该情况之日起, 可以与乙方解除劳动合同, 并且无需向乙方支付经济补偿金。乙方的上述行为给甲方造成损失的, 乙方还应当赔偿甲方的损失。

8. 劳动合同的终止

第30条 有下列情形之一的，本合同终止：

- (1) 合同期限届满或以完成一定工作任务为期限的合同工作任务完成的；
- (2) 乙方达到国家法定退休年龄或者开始享受基本养老保险待遇的；
- (3) 乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；
- (4) 甲方被依法宣告破产、被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的；
- (5) 法律、法规、规章规定的其他情形。

9. 经济补偿与赔偿

第31条 有下列情形之一的，甲方应当向乙方支付经济补偿金：

- (1) 乙方依据本合同第 28 条规定解除本合同的；
- (2) 甲方向劳动者提出解除本合同并与乙方协商一致解除本合同的；
- (3) 甲方按照本合同第 26 条规定解除本合同的；
- (4) 除甲方维持或者提高本合同约定条件续订本合同，乙方不同意续订的情形外，本合同期满终止的；
- (5) 因甲方被依法宣告破产、被吊销营业执照、责令关闭、撤销或者决定提前解散导致本合同终止的；
- (6) 法律、行政法规规定的其他情形。

第32条 本合同第 31 条所称经济补偿金，按照乙方在甲方工作年限，每满一年支付一个月工资的标准向乙方支付，六个月以上不满一年的，按一年计算；不满六个月的，向乙方支付半个月工资的经济补偿（具体计算方式按照《劳动合同法》第四十七条执行）。因终止劳动合同需要支付经济补偿金的，从 2008 年 1 月 1 日起计算工作年限。劳动合同履行地法律另有规定的，从其规定。

第33条 乙方的违法或违约行为给甲方造成损失的，应当承担赔偿责任，按照实际损失予以赔偿。

第34条 若乙方接受过甲方出资提供的专项技术培训，在离职前还应当按照双方培训合同的约定向甲方返还相关培训费用；双方未签订培训合同或培训合同约定不明确的，应当返还服务期未履行部分所应分摊的培训费用。

10. 保守商业秘密及竞业限制

第35条 定义

- (1) 百度公司：指 Baidu.com, Inc.、Baidu Holdings Ltd.、Baidu USA LLC.、百度在线网络技术（北京）有限公司、百度时代网络技术（北京）有限公司、百度（中国）有限公司、百度株式会社（日本公司）、北京百度网讯科技有限公司、百度国际科技（深圳）有限公司、百度云计算技术（北京）有限公司、百度云计算技术（山西）有限公司及前述公司的所有分公司及子公司及关联公司等。
- (2) 关联公司包括：一方的母公司、子公司，符合以下条件之一的经营组织（包括但不限于有限公司、股份公司、合伙组织、个人独资企业、股份合作制企业、个体工商户、工厂）；以下任何一种情况也将视为该方的关联公司：

- 1) 与一方直接/间接被同一法人/自然人/经营组织持股或以其他方式控制的经营组织;
 - 2) 与一方以持股或以其他方式直接/间接共同设立或控制同一经营组织的经营组织;
 - 3) 某自然人担任管理人员之一(董事、法定代表人、正副总经理、监事、部门经理及以上职务,下同)、和/或合伙人、和/或直接或间接拥有 10%或以上股权或其他所有者权益的多家经营组织;
 - 4) 某自然人在其中占有重大占有权益、和或作为受托人(或类似受托职务)的含有信托或其他财产的多家公司经营组织;
 - 5) 某自然人和/或其亲属分别担任管理人员之一、和/或合伙人、和/或直接或间接拥有 10%或以上股权或其他所有者权益的多家经营组织;
 - 6) 某自然人和/或其亲属分别在其中占有重大占有权益、和或作为受托人(或类似受托职务)的含有信托或其他财产的多家公司经营组织。
- (3) “竞争业务”:指(1)甲方或其关联公司从事或拟从事的业务;和/或(2)与甲方或其关联公司所经营的业务相同、近似或相竞争的其他业务。
- (4) “竞争对手”:指与甲方和/或其关联公司从事竞争业务的经营组织。包括但不限于 Google、雅虎、腾讯、阿里巴巴、UC(优视)、奇虎 360、高德地图、新浪、京东、美团、点评、搜狗、优酷土豆、搜狐、快播、乐视、小米、迅雷、暴风影音、PPTV、海航易生、联动优势、中国银联、融 360、陆金所、人人贷、宜信等企业,以及上述企业直接或者间接投资/控股或非控股的企业和/或其他从事互联网领域(包括但不限于:搜索、门户网站、C2C 业务、即时通讯、手机浏览器、地图、移动互联网服务、视频影音业务、云计算服务以及互联网金融公司等)、IT、通讯类业务和第三方支付类公司的经营组织及其分公司、子公司、关联公司(前述网站名称为简称)。甲方及其关联公司中的员工离职后直接或间接以持股或以其他方式设立或控制的从事互联网领域(包括但不限于:搜索、门户网站、C2C 业务、即时通讯、手机浏览器、地图、移动互联网服务、视频影音业务、云计算服务以及互联网金融公司等)、IT、通讯类业务和第三方支付类公司也视为甲方的“竞争对手”。
- (5) 甲方的关联公司:指 Baidu.com, Inc.、Baidu Holdings Ltd.、Baidu USA LLC.、百度在线网络技术(北京)有限公司、百度时代网络技术(北京)有限公司、百度(中国)有限公司、百度株式会社(日本公司)、北京百度网讯科技有限公司、百度国际科技(深圳)有限公司、百度云计算技术(北京)有限公司、百度云计算技术(山西)有限公司、百度北京百付宝科技有限公司及前述公司的所有分公司及子公司及其他关联公司等。具体到竞争对手的关联公司,还应包括该竞争对手的任何一位股东、董事、法定代表人、正副总经理、监事以股东或董事或监事或法定代表人身份任职或被以专兼职方式聘用过的其他经营组织。
- (6) 乙方亲属:指乙方的配偶、三代以内血亲及其配偶,收养亲属视同血亲,继父母子女/继兄弟姐妹视同血亲。

第36条 商业秘密的范围

- (1) 乙方因所担任的职务或从事的工作接触和/或掌握的百度公司的业务、技术、经营等所有信息,均属于本合同所指的商业秘密,包括但不限于有关百度公司产品及其特性以及操作模式的信息、开发、商业秘密、诀窍、发明(不论是否有专利)、程式、规则系统、图表、实验笔记、测试程序、软件设计和结构、电脑数据、内部文件、设计和功能规格、难题或其他报告、分析和性能信息、软件文件和其他技术、业务、产品、营销或商务信息、计划、或其他有关公司或担任

何客户、顾问或受许可者的事宜，均为甲方的商业秘密。

对于前款未明确列明的信息，如果甲方认为属于商业秘密的，以书面形式告知乙方后，该信息即纳入本合同所约定的商业秘密的范围。

- (2) 如乙方主张对在甲方工作期间产生的发明创造、设计、技术秘密等有关信息享有权利，应在该信息产生之日起一个月内向甲方书面声明。经甲方核实书面确认属非职务成果的，由乙方享有权利。乙方没有提出声明或甲方认定属于职务成果的，该信息属于职务成果，由甲方享有相应权利。并可在其业务范围内充分自由地利用发明创造、技术秘密或其他的商业秘密，进行生产、经营或者向第三方转让，乙方应当履行本合同约定的保密义务。
- (3) 如乙方认为前两项的信息不应属于商业秘密的，可以在获知该信息三天内向甲方提出，在甲方明确答复乙方之前，该信息仍属于商业保密信息。
- (4) 甲方对商业秘密采取的保密措施包括但不限于：
 - 1) 盖有甲方保密字样的印章；
 - 2) 对其的访问受到甲方内部网络的限制；
 - 3) 使用信息时按照规定应履行登记手续（如借用、审批、获得登陆密码等）；
 - 4) 在某信息的载体中的明显位置注明“保密”和/或“秘密”字样；
 - 5) 规章制度规定的其他保密措施。

甲方对某一信息采取了上述保密措施中的任一措施，甲方即完成了该信息保密性的确认。

- (5) 乙方对非因本职工作和/或甲方安排的其他工作而获知的属于前款规定的甲方的商业秘密，均负有按本合同保守秘密的义务。

第37条 保密义务

- (1) 未经甲方授权，不得以任何形式、方式，向任何第三人披露任何商业秘密；
- (2) 未经甲方授权，不得以任何形式、方式，向任何其他百度公司内无权知晓上述商业秘密的员工披露任何商业秘密；
- (3) 不得以任何方式使用甲方的任何商业秘密，但依据与甲方的雇佣关系并为百度公司利益的使用除外；
 - 1) 除为履行本职工作或甲方安排的工作必须外，不得以任何形式、方式，查探、获悉其他部门或岗位的商业秘密；
 - 2) 不得向包括接收人为乙方本人的任何非百度公司的传真、地址、邮箱发送商业秘密，但为履行本职工作或甲方安排的工作并为百度公司利益除外；
 - 3) 不得以包括但不限于出借、赠与、出租、转让等方式允许和/或协助不承担保密义务的任何第三人使用甲方的商业秘密；
 - 4) 如发现公司商业秘密被泄露或者自己过失泄露商业秘密，应当采取有效措施防止泄密进一步扩大，并立即向百度公司报告；
 - 5) 不在任何公共场所（包括电梯、公司内部的走廊、洗手间或餐饮场所等）讨论公司事务；
 - 6) 未经甲方允许，不在任何时间以任何方式在任何网络聊天室、网络会议或其他任何网络上以任何使第三人能够获得信息的方式（包括但不限于论坛、个人博客等）讨论、评价公司、公司业务、经营或管理；
 - 7) 乙方应当在本人使用的电脑上设置密码，限制他人访问电脑中的信息；
 - 8) 乙方对于特定的重大未公开信息的保存和讨论地点，应对人员进出加以限制；

9) 乙方对于掌握和保管的所有资料 and 文件, 必须妥善保管, 以防泄密;

10) 乙方因职务或甲方工作需要所持有或保管的一切记录着甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体, 均归甲方所有。乙方在与甲方的劳动合同终止或解除时, 必须将所持有或保管的上述载体移交给甲方。在递交书面辞职申请或收到人力资源部解聘通知后, 除非部门总监书面同意, 乙方不得以包括但不限于复印、传真、复制、下载、传输、上传等任何方式, 将其因职务而获取的任何信息带出百度公司办公区域外;

11) 在递交书面辞职申请或收到人力资源部解聘通知后, 除非经部门总监或总监以上部门主管领导的书面同意, 不得以百度员工名义从百度公司邮箱向包括其个人邮箱百度公司外发送任何邮件;

12) 在递交书面辞职申请或收到人力资源部解聘通知后, 除非部门总监或总监以上部门主管领导的书面同意, 乙方不得以百度公司员工身份向百度公司的客户、用户、合作伙伴等以任何形式发送任何有关百度公司的信息, 也不得要求百度公司的客户、用户、合作伙伴等以任何形式向其发送任何信息, 对于百度公司的客户、用户、合作伙伴等主动发送的所有信息, 乙方应做好交接工作, 全部转给负责交接的员工;

13) 乙方与甲方解除或终止劳动合同后, 以自己的名义或者新的工作单位的名义, 与乙方在甲方任职期间负责和/或接触的原百度公司的客户进行与百度公司相竞争的交易往来的, 必须事先取得甲方的书面同意, 否则视为乙方违反本合同。

第38条 竞业限制义务

(1) 乙方未经甲方书面同意, 在其任职于甲方期间及离职后一年内, 不得在从事与甲方及其关联公司竞争业务的任何竞争对手或该竞争对手的关联公司处, 接受或取得任何权益和/或职位, 或向任何甲方及甲方关联公司的竞争对手或该竞争对手的关联公司提供任何咨询服务或其他协助。

(2) 乙方在甲方任职期间或即将于甲方处任职时, 如乙方亲属已在或将于甲方竞争对手或其关联公司处任职和/或享有任何权益, 乙方应立即如实向甲方人事部门告知上述事实。

(3) 竞业限制的行为: 乙方在其任职于甲方期间及离职后一年内, 不得直接或间接地以个人名义或以一个经营组织的所有者、许可人、被许可人、代理人、雇员、独立承包商、业主、合伙人、出租人、股东或董事或管理人员的身份或以其他任何名义从事包括但不限于以下行为:

1) 投资或从事甲方及其关联公司的竞争业务;

2) 成立从事与甲方及其关联公司竞争业务的经营组织;

3) 直接或通过其他经营组织或个人以任何方式向甲方及其关联公司的任何先前、现有及潜在的客户提供与甲方及其关联公司相竞争的产品和/或服务;

4) 直接或通过其他经营组织或个人雇佣任何甲方及其关联公司的在职雇员, 或任何未经正式解聘、离职手续而终止或解除与甲方及其关联公司劳动关系的前雇员, 或任何向甲方及其关联公司负有竞业限制义务的甲方前雇员(本项规定的义务为永久性义务, 其时限不受一年期限的限制);

5) 直接以攻击或任何其他方式损害甲方及其关联公司的商业声誉和名誉(本项规定的义务为永久性义务, 其时限不受一年期限的限制)。

(4) 乙方不得直接或间接地劝说、引诱、鼓励或以其他方式促使甲方或其关联公司的任何管理人员或雇员终止或解除该等管理人员或雇员与甲方或其关联公司的聘用关系。

- (5) 乙方不得直接或间接地劝说、引诱、鼓励或以其他方式促使甲方或其关联公司的任何客户、供应商、被许可人、许可人或与甲方或其关联公司有实际或潜在业务关系的其他人或经营组织终止或以其他不利于甲方和/或其关联公司的方式改变与甲方和/或其关联公司的业务关系。

第39条 经济补偿

- (1) 双方确认，乙方遵守保密义务符合国家的法律法规和甲方规章制度的规定，乙方清楚地了解保密义务是劳动者的法定义务及劳动合同的附随义务，甲方在支付乙方的工资报酬时，已充分考虑了乙方需要承担的保密义务，故无论在乙方任职时或离职后，均都有义务保守上述商业秘密而无需另外支付保密费。
- (2) 双方确认，在双方劳动合同有效期间，乙方履行竞业限制义务是符合国家法律规定和双方利益的，甲方无须再向乙方支付劳动报酬外的任何其他经济补偿。
- (3) 离职后竞业限制补偿金计算标准：乙方与甲方劳动合同终止或解除后一年内，甲方应当向乙方总计支付相当于乙方离职前一年（从离职日开始向前计算）基本工资（不含奖金、津贴、加班工资、提成及期权等）的二分之一，作为乙方离职后履行本合同竞业限制义务的全部经济补偿。如果乙方在甲方工作不足一年的，按实际工作期间基本工资推算年基本工资收入，以年基本工资收入（不含期权）的二分之一作为乙方离职后履行本合同竞业限制义务的全部经济补偿。乙方同意，该经济补偿，已构成对乙方履行竞业限制义务的公平、合理、充分的补偿。
- (4) 离职后竞业限制经济补偿的支付方式：在乙方与甲方终止或解除劳动合同后，甲方按月向乙方支付，支付时间为每月最后一天，支付标准为本条第3款规定的经济补偿的十二分之一，由甲方通过银行转账形式支付给乙方，甲方将代扣代缴个人所得税。

第40条 保密及竞业限制期限

- (1) 乙方依据本合同承担的保守商业秘密的义务，在与甲方劳动合同解除后依然有效，至该商业秘密成为公众信息或甲方主动公开该商业秘密时止。
- (2) 本合同约定的竞业限制期限为甲乙双方劳动合同有效期内及劳动合同终止或解除后一年。

第41条 违约责任

- (1) 乙方违反本合同约定的保密义务的，应当向甲方支付赔偿金人民币伍万元。
- (2) 乙方违反本合同约定的竞业限制义务的，应当承担违约责任，返还甲方已经支付的所有经济补偿，并且在甲方通知乙方后10日内向甲方支付相当于本合同第39条第3款规定的全部经济补偿的3倍数额的违约金。
- (3) 如果上述违约行为给百度公司造成的包括但不限于直接和/或间接的、有形和/或无形的、财产和/或非财产的损失超过违约金数额的，乙方应当按照实际造成的损失对甲方进行全额赔偿，包括但不限于甲方实际损失、可得利益、律师费、诉讼费、鉴定费等。
- (4) 乙方违反本合同约定的保密义务给甲方造成的损失过大的，甲方有权向有关司法机关举报，以追究乙方的包括刑事方面的责任。
- (5) 甲方获悉乙方有违反本合同的行为后，有权根据本合同载明的乙方的地址向乙方发出要求其停止所有违约行为的通知，乙方获得或应当获得该通知后必须停止所有违反合同义务的行为，若上述通知无法正常送达时，甲方保留通过报刊公告的方式送达乙方的权利。
- (6) 如果在甲方与乙方劳动合同有效期内乙方违反上述保密义务和竞业限制义务的，则属于严重违纪行为，甲方有权立即解除与乙方的劳动合同，并且无需承担任何违约或赔偿责任，并且在解除劳动合同后，保守商业秘密的义务继续有效。

(7) 甲方可以向乙方发出书面通知, 调整履行竞业限制义务的期限、补偿金金额、支付时间等。

(8) 乙方单方面拒绝接受甲方给予的竞业限制经济补偿的, 视为乙方对经济补偿的放弃, 但是乙方仍须遵守本合同约定的竞业限制义务。

第42条 公平承诺

双方一致确认, 本合同所约定的商业秘密范围、竞业限制范围、期限及补偿等是公平合理的, 不存在欺诈、胁迫、乘人之危以及其他显失公平之情形。

11. 劳动争议处理

第43条 甲方与乙方发生劳动争议, 应友好协商解决, 若未能通过协商解决的, 任何一方可在法律规定的期限内向甲方所在地的劳动争议仲裁委员会申请仲裁, 如有一方不服仲裁裁决的, 可向甲方所在地的区人民法院提起诉讼。

12. 其他

第44条 本合同未尽事宜或与国家法律法规存在冲突的, 按国家法律法规及相关规定执行。

第45条 甲方所有规章制度及其附加表单均为本合同附件, 甲方有权根据公司需要随时依法定程序制定或修改, 乙方必须严格遵守。

第46条 乙方确认本合同首部的“实际通讯地址”为其真实有效的通讯地址。甲方有需告知乙方的事项(通知、文件、文书、资料等)时会邮寄至该地址。如该地址发生变化, 乙方应及时书面告知甲方, 否则自邮件发出之日起视为送达乙方, 因此引起的任何争议均与甲方无关, 所有的法律后果由乙方承担。乙方同意在其处于联系障碍状态时, 委托合同首部的“紧急联系人”作为乙方的受委托人, 该受委托人享有全权代理乙方处理本合同项下所涉一切问题的权限, 包括但不限于与甲方进行协商谈判、和解与调解、代为收取有关款项、代领、签收相关文书的权限。

第47条 本合同的相关附件均为本协议不可分割的一部分, 具有与协议正文同等的法律效力。

第48条 本合同有外文译本时, 仅供参考。如有分歧, 以中文版为准。

第49条 本合同一式两份, 甲乙双方各执一份。自双方盖章或签字之日起生效。

(以下无正文)

甲方

乙方

授权代表:
(签章)

签字:

签订日期: 2014 年 10 月 01 日

签订日期: 2014 年 9 月 15 日

