

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6492030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
YI ZHANG	12/08/2020
KAIYUAN ZHANG	01/07/2021
FUJIAN DAI	12/10/2020
LIEFENG ZHAO	12/17/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ZHEJIANG SUNNY OPTICS CO., LTD.
<b>Street Address:</b>	NO. 67-69 FENGLE ROAD, YANGMING STREET
<b>City:</b>	YUYAO CITY, ZHEJIANG
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	315000
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17144741
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)205-8050
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	7032058000
<b>Email:</b>	mailroom@bskb.com, Tuyet.A.Nguyen@bskb.com
<b>Correspondent Name:</b>	BIRCH, STEWART, KOLASCH & BIRCH, LLP
<b>Address Line 1:</b>	8110 GATEHOUSE ROAD, SUITE 100E
<b>Address Line 4:</b>	FALLS CHURCH, VIRGINIA 22042
<b>ATTORNEY DOCKET NUMBER:</b>	7033-0114PUS1
<b>NAME OF SUBMITTER:</b>	TUYET ANH NGUYEN
<b>SIGNATURE:</b>	/TUYET ANH NGUYEN/
<b>DATE SIGNED:</b>	01/08/2021
<b>Total Attachments: 19</b>	
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SN: 17/144,741  
Filed on 01/08/2021

Attorney Docket No. : 7033-0114PUS1

BIRCH, STEWART, KOLASCH & BIRCH, LLP  
8110 Gatehouse Road, Suite 100 East, Falls Church, Virginia 22042-1248  
Telephone: (703) 205-8000 • Facsimile: (703) 205-8050 • Email: mailroom@bskb.com

**DECLARATION AND ASSIGNMENT  
FOR PATENT AND DESIGN APPLICATIONS**

UNITED STATES PATENT RIGHTS, OR  
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

Title of Invention ⇨ CAMERA OPTICAL LENS

As a below named inventor (hereinafter designated as the undersigned), I hereby declare that:

This declaration is directed to the application attached hereto.

Application not Attached ⇨ If the application is not attached hereto, the application is as identified by the attorney docket number as set forth above and/or the following:

Enter Appln. No. ⇨ United States Application Number or PCT International Appln. No. \_\_\_\_\_

Enter Filing Date ⇨ filed on \_\_\_\_\_.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations § 1.56.

WHEREAS, the undersigned has invented certain new and useful improvements described in the application identified.

Insert Name of Assignee ⇨ WHEREAS, ZHEJIANG SUNNY OPTICS CO., LTD.

Insert Address of Assignee ⇨ Of No. 67-69 Fengle Road, Yangming Street, Yuyao City, Zhejiang 315000, China,  
its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

Check Box if Appropriate ⇨ ☐ in any foreign countries.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned has sold, assigned and transferred, and by these presents does (do) sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries; including all rights under the International Convention for the Protection of Industrial Property or similar agreements as well as the right to claim benefit from the priority of the above-mentioned application; and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agrees to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letters Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agrees to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agrees to perform all affirmative acts which may be necessary to obtain a grant of (a) valid United States of America patent(s) or a grant of (a) valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorizes and requests the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patent(s) resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has the full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

The undersigned hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

The undersigned hereby acknowledges that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

In witness whereof, executed by the undersigned on the date opposite the undersigned name.

LEGAL NAME OF INVENTOR

Inventor's Name ⇨ Inventor: Yi ZHANG Date: 2020.12.08

Inventor's Signature ⇨ Signature: Yi ZHANG

An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form. Use a separate form for each inventor; or check the box below and complete the attached page(s) to list additional inventors.

☐ Additional inventors are being named on the \_\_\_\_ supplemental sheet(s) attached hereto.

SN: 17/144,741  
Filed on 01/08/2021

Attorney Docket No.: 7033-0114PUS1

BIRCH, STEWART, KOLASCH & BIRCH, LLP  
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its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

Check Box if Appropriate ⇨ ☐ in any foreign countries.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned has sold, assigned and transferred, and by these presents does (do) sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries; including all rights under the International Convention for the Protection of Industrial Property or similar agreements as well as the right to claim benefit from the priority of the above-mentioned application; and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

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The undersigned hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

The undersigned hereby acknowledges that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

In witness whereof, executed by the undersigned on the date opposite the undersigned name.

LEGAL NAME OF INVENTOR

Inventor's Name ⇒ Inventor: Fujian DAI Date: 2020.12.10

Inventor's Signature ⇒ Signature: Fujian DAI

An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form. Use a separate form for each inventor; or check the box below and complete the attached page(s) to list additional inventors.

☐ Additional inventors are being named on the \_\_\_\_ supplemental sheet(s) attached hereto.

SN: 17/144,741  
Filed on 01/08/2021

Attorney Docket No.: 7033-0114PUS1

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In witness whereof, executed by the undersigned on the date opposite the undersigned name.

LEGAL NAME OF INVENTOR

Inventor's Name ⇒ Inventor: Liefeng ZHAO Date: 2020.12.17

Inventor's Signature ⇒ Signature: ZHAO, Liefeng

An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form. Use a separate form for each inventor; or check the box below and complete the attached page(s) to list additional inventors.

☐ Additional inventors are being named on the \_\_\_\_ supplemental sheet(s) attached hereto.



**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY  
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

<b>Title of Invention</b>	CAMERA OPTICAL LENS		
This statement is directed to:			
<input checked="" type="checkbox"/> The attached application, OR <input type="checkbox"/> United States application or PCT international application number _____ filed on _____.			
<b>LEGAL NAME of inventor to whom this substitute statement applies:</b>			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
ZHANG, Kaiyuan			
Residence (except for a deceased or legally incapacitated inventor):			
City	Ningbo	State	Country China
Mailing Address (except for a deceased or legally incapacitated inventor):			
No.67-69, Fengle Road, Yangming Street, Yuyao City, Zhejiang 315400 China			
City	Ningbo	State	Zip 315400 Country China
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.  The above-identified application was made or authorized to be made by me.  I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only), <input checked="" type="checkbox"/> Assignee, <input type="checkbox"/> Person to whom the inventor is under an obligation to assign, <input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or <input type="checkbox"/> Joint Inventor.			

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**PATENT**  
**REEL: 054892 FRAME: 0780**

## SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- ☐ Inventor is deceased,  
☐ Inventor is under legal incapacity,  
☒ Inventor cannot be found or reached after diligent effort, or  
☐ Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- ☒ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

### WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

### PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: ZHAO, Liefeng

Date (Optional):

Signature: ZHAO, Liefeng

### APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer:

Zhejiang Sunny Optics Co., Ltd.

Applicant Name:

Title of Person Executing  
This Substitute Statement: Vice General Manager

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

### Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City Ningbo State Country China

### Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)

No.67-69, Fengle Road, Yangming Street, Yuyao City, Zhejiang 315400 China

City Ningbo State Zip 315400 Country China

Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

SN: 17/144,741  
Filed on 01/08/2021

Attorney Docket No.: 7033-0114PUS1

**VERIFICATION OF TRANSLATION**

The undersigned hereby declares the following:

That I am knowledgeable in Chinese and English. That I have reviewed Confidentiality Agreement and Labor Contract and verify that the attached document is an accurate translation thereof.

All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true. Further, these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

January 6, 2021



\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

SN: 17/144,741

Filed on 01/08/2021

## 劳 动 合 同

甲方（用人单位）名称：浙江舜宇光学有限公司

法定代表人（或主要负责人）：叶 辽 宁

所在地址：浙江省余姚市舜宇路 66-68 号

乙方（劳动者）姓名：张 旭 文 文化程度：高中

身份证号码：169122199801010156

家庭地址：浙江省宁波市余姚市舜宇路 66-68 号

现居住地址：浙江省宁波市余姚市舜宇路 66-68 号

根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》（以下简称《劳动合同法》）等相关法律、法规和规章的规定，甲乙双方本着自愿、平等的原则，经协商同意订立本合同，并共同遵守履行。

## 一、合同期限

劳动合同期限按下列第（A）项确定

A. 本合同为固定期限劳动合同，合同期从 2016 年 7 月 8 日起至 2021 年 7 月 31 日止，其中试用期为 6 个月，即从 2016 年 7 月 8 日起至 2017 年 1 月 7 日止；

B. 本合同为无固定期限劳动合同，合同期从 年 月 日起至符合法定终止时间止，其中试用期为 个月，即从 年 月 日起至 年 月 日止；

C. 本合同为以完成一定工作任务为期限的劳动合同，合同期从 年 月 日起至 工作任务完成即行终止。

若乙方实际用工起始时间与本合同约定起始时间不一致，以实际用工之日为本合同起始时间。

## 二、工作内容及工作地点

（一）根据甲方生产（工作）需要，乙方同意在 研发技术 岗位（工种）工作。经甲乙双方协商一致，可以变更工作岗位（工种）。乙方应按甲方确定的岗位责任制及相关规章制度的要求，完成该岗位（工种）所承担的生产（工作）内容。

（二）甲方安排乙方的工作地点：舜宇集团下属公司。

根据工作需要，经甲乙双方协商一致，可以变更工作地点。

## 三、工作时间和休息休假

乙方所在岗位的工时制度按以下（A）项确定

A. 标准工时工作制

B. 不定时工作制

### C. 综合计算工时工作制

甲乙双方必须严格执行国家有关工作时间的规定,对执行本条A项工作制的,乙方每日工作不超过8小时,每周工作40小时,并且每周至少休息一天。甲方由于生产经营需要,经与工会和乙方协商后,可以延长工作时间,一般每天不得超过1小时,因特殊原因,在保障乙方身体健康的条件下,每天不得超过3小时,每月不得超过36小时。对执行本条B项、C项工作制的,甲方在保障乙方身体健康并听取乙方本人意见的基础上,采取集中工作、集中休息、轮休调休、弹性工作时间等适当方式,确保乙方的休息、休假权利和生产、工作任务的完成。

甲方保证乙方依法享受法定休假日、带薪年休假等休假权利。

### 四、劳动报酬

(一)乙方试用期内的月工资为\_\_\_\_\_元。

(二)试用期满后,乙方的月工资为\_\_\_\_\_元,工资形式为( )。

1. 计时工资 2. 计件工资

根据甲方的工资分配制度,经甲乙双方协商一致,在合同期内甲方为乙方调增(减)的月工资作为本合同的月工资(不得低于甲方所在地政府规定的最低工资标准)。

(三)乙方工资支付形式为( )。

1. 银行代发 2. 现金支付

(四)甲方以法定货币按月足额支付乙方工资,并向乙方提供工资清单。工资发放日为每月\_\_28\_\_日,如遇节假日或休息日,应当提前支付。

(五)甲方在向乙方支付的月工资中,已包含了保密费(金额相当于乙方月固定工资额的5%)。

(六)乙方加班工资、节假日工资、津贴、补贴、奖金的确定和发放以及特殊情况下的工资支付,均按有关法律、法规、规章以及甲方依法制定的有关规章制度执行。

### 五、社会保险及福利

(一)甲方应按规定及时为乙方办理参加社会保险的相关手续,按时缴纳社会保险费用,社会保险费个人缴纳部分,甲方按规定从乙方工资中代扣代缴。

(二)乙方在孕期、产期、哺乳期应享受的假期及相应待遇,按生育保险、女职工劳动保护等有关规定执行。

(三)乙方患职业病或因工(公)负伤(死亡)的待遇,患病或非因工负伤(死亡)的待遇及医疗补助费发放,均按工伤保险、医疗保险及相关规定执行。

(四)公司定期通知员工可享受年休假情况,员工自行申请休假,公司创造条件安排休假,至期末未休完者视为放弃。

### 六、劳动保护、劳动条件和职业危害防护

(一)甲乙双方都必须严格执行国家安全生产的法律法规,遵守劳动保护、职业危害防护等有关规定。

(二)甲方应为乙方提供符合国家规定的劳动保护设施、设备、劳动防护用品及其他劳动保护条件。

(三)乙方应严格遵守各项安全操作规程和甲方依法制定的有关规章制度,如甲方违章指挥、强令冒险作业,乙方有权拒绝。

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(四) 甲方必须严格执行国家有关职业病防治法的有关规定,对具有职业病危害(如接触粉尘、放射性物质和其它有毒有害的物质,下同)的岗位(工种),甲方应当如实告知乙方有关职业病危害及其后果、职业病防护措施和待遇,并采取符合国家职业卫生要求的预防措施和防护设施。

(五) 乙方从事具有职业病危害岗位(工种)的,甲方应组织乙方进行上岗前、在岗期间及离岗前的职业健康检查,及时如实告知乙方检查情况,并为乙方建立职业健康监护档案。

#### 七、合同的变更、解除和终止

(一) 甲乙双方协商一致后,可以变更合同,并及时办理书面变更手续。

(二) 除《劳动合同法》第三十八条规定的情形外,乙方解除劳动合同,应当提前三十日以书面形式通知甲方,在试用期内解除劳动合同的,应提前三日通知甲方。

(三) 符合《劳动合同法》第三十九条、第四十条、第四十一条规定情形的,甲方可以解除劳动合同,但有《劳动合同法》第四十二条规定情形的,甲方不得依据《劳动合同法》第四十条、第四十一条的规定解除劳动合同。

(四) 符合《劳动合同法》及国家、省、市规定的有关劳动合同终止情形的,劳动合同终止。

(五) 工伤职工、患职业病职工劳动合同的解除或终止,依据国家有关工伤保险的规定执行。

(六) 符合《劳动合同法》第四十六条规定情形之一的,甲方应按有关法律、法规和规章的规定,向乙方支付经济补偿金。

(七) 甲方应当在解除或者终止劳动合同时出具解除或者终止劳动合同的证明,并在十五日内为乙方办理档案和社会保险关系转移手续,乙方应当按照双方约定,办结工作交接手续。

#### 八、约定事项

(一) 依据《劳动合同法》第二十二、二十三、二十四条规定,双方约定的事项:

- 1.
- 2.

(二) 其它事项的约定:

《员工手册》和《劳动保障条例》为本合同附件,其内容,严格依照国家或地方相关的法律、法规、政策制订,与公司其他的规章制度具有同等的效力,签订本合同的同时,要求每位员工认真阅读手册和条例内容,并视为各位员工对手册和条例的内容予以认同并能遵守。

九、甲方按法定程序,依法制定单位规章制度,并予以公示或告知乙方,乙方应严格遵守甲方依法制定的规章制度。

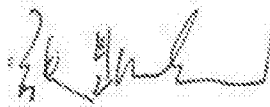
十、本合同履行中发生的劳动争议,甲乙双方应当协商解决,或向本单位(或甲方所在地的乡镇、街道等)劳动争议调解委员会申请调解。协商不成或不愿调解的,应在劳动争议发生之日起60日内,向甲方所在地劳动争议仲裁委员会申请仲裁。

十一、本合同条款与现行法律、法规和规章相抵触的，以及本合同未尽事宜，均按现行法律、法规和规章的规定执行。

十二、本合同至少一式二份，经甲乙双方签名（盖章）后生效，甲乙双方各执一份。甲方对已经解除或者终止的劳动合同文本，至少保存两年备查。

甲方：（单位盖章）

乙方签名（盖章）



法定代表人签名（盖章）

或负责人签名（盖章）

或委托代理人签名（盖章）

合同订立日期：2016年7月8日

合同履行起始日期：2016年7月8日

### 劳动合同续签登记

续订时间	续订合同期限	甲方盖章	乙方签名	签证机关盖章	签证日期

注：请用钢笔填写并妥善保管

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Attorney Docket No.: 7033-0114PUS1

## Labor Contract

Party A (Employer): ZHEJIANG SUNNY OPTICS CO., LTD.  
Address: No. 66-68 Shunyu Road, Yuyao City, Zhejiang, China  
Legal Representative: YE, Liaoning

Party B(Employee):  
Name: ZHANG, Kaiyuan                      Academic degree: Doctor  
Identity Number: 141122198802030036  
Home Address: Guang village, Jiaocheng county, Lvliang City, Shanxi Province  
Current Residential Address: Shunyu university student apartment, Yuyao City,  
Zhejiang Province

According to the relative rules and regulatory rules and regulations of 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 agreed to conclude this contract after negotiation, and both parties shall jointly abide by and perform the contract based on the principle of voluntariness and equality.

### Article 1 Contract Term

The contract is fixed-term employment contract from July 8, 2016 to July 31, 2021, with a 6-month probation period from July 8, 2016 to January 7, 2017.

Party A (Seal): ZHEJIANG SUNNY OPTICS CO., LTD.	Party B(Seal/Signature): ZHANG, Kaiyuan
Signing date of Contract:	July 8, 2016
Starting date of Contract:	July 8, 2016



## 保密协议书

甲方（雇佣方）：\_\_\_\_\_浙江舜宇光学有限公司\_\_\_\_\_（以下简称甲方）  
地址：\_\_\_\_\_浙江省余姚市舜宇路 66-69 号\_\_\_\_\_  
法定代表人：\_\_\_\_\_叶辽宁\_\_\_\_\_

乙方（雇员）：

姓名：\_\_\_\_\_张元元\_\_\_\_\_ 性别：\_\_\_\_\_男\_\_\_\_\_ 出生日期：\_\_\_\_\_1981-2-3\_\_\_\_\_  
身份证号码/护照号码：\_\_\_\_\_140221198102030036\_\_\_\_\_（☒身份证号码 ☐护照号码）  
户籍地址：\_\_\_\_\_浙江省绍兴市越城区\_\_\_\_\_  
所属部门及职位：\_\_\_\_\_研发部 工程师\_\_\_\_\_

雇佣方的商业性成功，是基于雇员对雇佣方的商业秘密及其他非公开信息负有尊重和保护的义务。为明确乙方的保密义务，甲、乙双方本着平等、自愿、公平和诚实信用原则，订立本保密协议。

### 第一章 保密的内容和范围

**第一条** 乙方作为甲方的雇员，对所掌握或知悉的甲方的商业秘密负有绝对保密的义务。乙方应依据本协议及甲方制定的《保密制度》履行保密义务。乙方必须遵守甲方制定的《保密制度》。

**第二条** 本协议所指商业秘密是指不为公众所知悉，能为甲方带来经济利益，具有实用性并经甲方采取保密措施的技术信息和经营信息。

**第三条** 本协议所指商业秘密内容包括如下，但不限于以下所列举内容：

#### 1. 技术信息

(1) 数据库、计算机程序、软件源代码、源程序、可执行程序；开发文档、工程文档、技术建议书、技术技巧、技术方案、设计构想、设计图纸；

(2) 产品的制造工艺流程、生产操作知识和经验、产品的测试方法等在内的技术文档、生产方法、操作手册、作业标准书、品质规格书、测试规格书、技术指导资料；

(3) 科研技术参数方法、产品技术性能、鉴定结果；科研成果和阶段性成果，重大技术的研究报告、分析报告；研发、测试及其实验数据生产改进的工艺与流程、技术方法；记载了新技术研制开发项目内容的各类文件、会议纪要、实验结果、模拟结果、技术改进通知等；企业开发的新产品信息；产品图纸、模具图纸以及设计草图等。

#### 2. 经营信息

(1) 与公司经营有关的，投资前研究报告、可行性研究报告；与客户或合作伙伴签署的意向书、合同、协议、章程等法律文件的内容；谈判方案、内容、会议会谈纪要、

决议；业务渠道、供货来源、客户名单；产品成本价格、交易价格、利润率；销售策略、方案；为客户制作的策划方案、咨询服务工作成果、设计方案以及设计图纸。

(2) 与公司财务状况有关的：财务帐簿、报表；工资、奖金、福利分配方案；公司的盈亏状况；银行帐号及存款。

(3) 与公司人事状况有关的：员工档案资料；公司内部重大人事变动；高层经营管理人员未经公开的个人信息；薪资或福利调整方案；招聘裁员计划。

(4) 与公司产品有关的：新产品的市场占有率情况及如何开辟新市场；产品的社会购买力情况；产品的区域分布情况；产品长期的、中期的、短期的发展方向和趋势；经营战略；流通渠道和机构等。

(5) 与公司的重大决策与行动计划有关的：融资、理财、投资计划、收购、兼并、合并、清算、破产、分立计划；诉讼、仲裁行为；或处于审查尚未公开审理的诉讼、仲裁行为；企业形象设计、广告设计、广告活动准备；招、投标中的标底及标书等内容信息。

3. 上述以外经公司，各相关主管机构确定或补充应保密的事项。

**第四条** 乙方对与甲方及甲方关联公司相关的证券内幕信息、员工个人信息亦应按本协议要求承担保密义务。

**1、证券内幕信息：**

内幕信息是指证券交易活动中，涉及甲方及甲方关联公司的经营、财务或者对甲方关联公司证券的市场价格有重大影响的尚未公开的信息；内幕信息包括但不限于下列与甲方及甲方关联公司相关的信息：

- (1) 分配股利或者增资的计划；
- (2) 股权结构的重大变化；
- (3) 债务担保的重大变更；
- (4) 营业用主要资产的抵押、出售或者报废一次超过该资产的百分之三十；
- (5) 董事、监事、高级管理人员的行为可能依法承担重大损害赔偿责任；
- (6) 收购方案；
- (7) 重大事件：发生可能对股票交易价格产生较大影响的重大事件而投资者尚未得知时；重大事件包括但不限于：
  - A、公司的经营方针、销售计划和经营范围的重大变化；
  - B、公司的重大投资行为和重大的购置财产的决定；
  - C、公司订立重要合同，可能对公司的资产、负债、权益和经营成果产生重要影响；
  - D、公司发生重大债务和未能清偿到期重大债务的违约情况；
  - E、公司发生重大亏损或者重大损失；
  - F、公司生产经营的外部条件发生的重大变化；
  - G、公司的董事、三分之一以上监事或者经理发生变动；

H. 持有公司百分之五以上股份的股东或者实际控制人，其持有股份或者控制公司的情况发生较大变化；

I. 公司减资、合并、分立、解散及申请破产的决定；

J. 涉及公司的重大诉讼，股东大会、董事会决议被依法撤销或者宣告无效；

K. 公司涉嫌犯罪被司法机关立案调查，公司董事、监事、高级管理人员涉嫌犯罪被司法机关采取强制措施；

(8) 香港证券交易所和香港证监会认定的对证券交易价格有显著影响的其他重要信息。

## 2. 员工个人信息；

员工个人信息是指甲方、甲方关联公司及甲方合作伙伴的员工个人信息（包括员工的姓名、年龄、有效证件号码、婚姻状况、工作单位、学历、履历、家庭住址、电话号码等能够识别员工个人身份或者涉及员工个人隐私的信息、数据资料。

## 第二章 保密义务

第五条 乙方在甲方工作期间，必须遵守甲方规定的任何成文的保密规章、制度，履行与其工作岗位相应的保密职责。

甲方的保密规章、制度没有规定或者规定不明确之处，乙方亦应本着谨慎、忠诚的态度，合理的采取对应措施。

乙方负有对所了解的任何属于甲方或者属于甲方承诺有保密义务的第三方秘密的义务。

第六条、乙方无论是在甲方工作期间内或在工作期满后，对所掌握或知悉的甲方商业秘密都负有保密义务。乙方遵守甲方的保密制度，不得将甲方的秘密泄露或公开给他人。但是，下列情况除外。

1. 依据国家法律或行政法规，要求乙方公布情况的；

2. 甲方以书面形式要求乙方公布情况的。

第七条 乙方不得刺探本职工作以外的商业秘密。

乙方不得使用工作以外的甲方技术或商业秘密。

乙方不得以偷窃、欺骗、胁迫等不正当手段获取甲方的商业秘密。

第八条 如发现商业秘密被泄露或者由于自己的过失泄露了商业秘密，应当尽快采取有效措施防止泄密进一步扩大，并及时向甲方报告。

第九条、乙方在为甲方任职期间，不得擅自侵犯任何属于他人的技术秘密或他人商业秘密和知识产权。若乙方因上述侵权行为而导致甲方遭受第三方的侵权指控时，甲方有权向乙方追偿。

第十条 乙方在为甲方任职期间，非经甲方许可，不得在与甲方生产、经营同类产品或提供同类服务的其他企业、事业单位、社会团体内担任任何职务。

第十一条 乙方因工作需要所持有或保管的一切记录有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，均由甲方提供，乙方不得使用自备载体记载。

第十二条 乙方在离职时，或甲方提出要求时，必须及时返还全部属于甲方的财物以及记录平

方秘密信息的一切复印件或载体。

第十三条 乙方在甲方工作期间，因工作安排或为完成甲方的工作任务所掌握的一切技术成果归甲方所有，未经甲方许可，乙方不得以自己的名义申请专利，不得转让或使用属于甲方的技术成果。

第十四条 乙方在甲方任职期间发表任何学术论文、著作等，不得使用或披露甲方的商业秘密，并在发表前需经由甲方审核。

第十五条 双方同意本协议规定的保密期限为自本协议签订之日起至双方劳动关系终止或解除后十年内有效。甲方为此在向乙方支付的月工资中，已包含了保密费（金额相当于乙方月固定工资额的 5%）。

### 第三章 违约责任及争议的解决方法

第十六条 乙方在甲方任职期间，如发现乙方违反本协议规定或法律规定，甲方可直接解除乙方的劳动合同，并不支付经济补偿金，同时追究乙方应负的法律法律责任，乙方因为违约给甲方造成经济损失的，乙方负全部赔偿责任。

第十七条 如果乙方离开公司后不履行本协议规定的保密义务，应承担违约责任；乙方需全额退还在职期间甲方向其支付的保密费；甲方同时可以根据国家有关法律、法规规定，要求乙方承担其他侵权责任。

第十八条 因执行本协议而发生的纠纷，可由双方协商解决；协商不成的，可提请劳动争议仲裁；仲裁不成的，可向有管辖权的法院提起诉讼。本协议取代双方已签署的其他类似协议，概以本协议约定为准。

第十九条 本协议一式二份，甲、乙双方各执一份，具有同等法律效力。本协议经双方签字盖章后生效。

甲方（盖章）：\_\_\_\_\_

乙方（签名盖章）：\_\_\_\_\_

日期：2016 年 7 月 7 日

日期：2016 年 7 月 7 日

SN: 17/144,741  
Filed on 01/08/2021

Attorney Docket No.: 7033-0114PUS1

## Confidentiality Agreement

Party A (Employer): ZHEJIANG SUNNY OPTICS CO., LTD.  
Address: No. 66-68 Shunyu Road, Yuyao City, Zhejiang, China  
Legal Representative: YE, Liaoning

Party B(Employee):  
Name: ZHANG, Kaiyuan      Gender: Male      Date of Birth: February 3, 1988  
Identity/Passport Number: 141122198802030036 (☒Identity Number ☐Passport Number)  
Registered Address: No. 1 Huayuan Road, Xuanwu District, Nanjing City, Jiangsu  
province  
Department & Position: Research and Development Department, Optical design

### Chapter II    Obligation of Confidentiality

#### Article 13

During Party B's work at Party A, all technical achievements that Party B mastered for work arrangement or completion of work tasks assigned by Party A to Party B belong to Party A. Without permission of Party A, Party B shall not apply for patents in his own name, and shall not transfer or use the technological achievements belonging to Party A.

Party A (Seal): ZHEJIANG SUNNY OPTICS CO., LTD.	Party B(Seal/Signature): ZHANG, Kaiyuan
Date: July 07, 2016	Date: July 07, 2016