

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6507604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
YEXIN PENG	01/12/2021
XIN LIU	11/13/2012
CHINGHWA YU	05/23/2016
YANTAO LI	01/12/2021
YANCHAO XU	05/19/2015
LONG WANG	01/25/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.
<b>Street Address:</b>	SPREADTRUM CENTER. BUILDING NO. 1
<b>Internal Address:</b>	LANE 2288, ZHUCHONGZHI ROAD, ZHANGJIANG
<b>City:</b>	SHANGHAI
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	201203
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17041823
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)286-0115
<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>	8602862929
<b>Email:</b>	usptopatentmail@cantorcolburn.com
<b>Correspondent Name:</b>	CANTOR COLBURN LLP
<b>Address Line 1:</b>	20 CHURCH STREET
<b>Address Line 2:</b>	22ND FLOOR
<b>Address Line 4:</b>	HARTFORD, CONNECTICUT 06103
<b>ATTORNEY DOCKET NUMBER:</b>	UNT0431US
<b>NAME OF SUBMITTER:</b>	DANIEL P. LENT
<b>SIGNATURE:</b>	/Daniel P. Lent/
<b>DATE SIGNED:</b>	01/21/2021

PATENT

**Total Attachments: 83**

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ASSIGNMENT

WHEREAS WE, Yexin PENG, Xin LIU, Chinghwa YU, Yantao LI, Yanchao XU and Long WANG, of Postbox No.5, Spreadtrum Center, Building No.1, Lane 2288, Zuchongzhi Road, Zhangjiang, Shanghai 201203, P.R. China (hereinafter referred to as "ASSIGNOR") has invented certain new and useful improvements in:

**DATA TRANSMISSION METHOD AND DEVICE FOR MULTI-RADIO  
FREQUENCY SYSTEM, STORAGE MEDIUM AND TERMINAL**

which claims priority to CHINA Application No. 201910151158.1, filed, February 28, 2019, and for which I am about to file or have filed an application for Letters Patent of the United States;

AND WHEREAS, SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.. (hereinafter referred to as "ASSIGNEE"), a corporation organized and existing under the laws of the Country of CHINA, having a place of business at, Spreadtrum Center, Building No.1, Lane 2288, Zuchongzhi Road, Zhangjiang, Shanghai 201203, P.R. China is desirous of acquiring an interest in the United States and all foreign countries, in and to the said invention and Letters Patent to be obtained therefor;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged, We, the said ASSIGNORS have assigned and transferred, and hereby assign and transfer unto the said ASSIGNEE, the entire right, title and interest in and to said invention, the applications, and any and all patents that may be issued therefrom, in the United States and in all foreign countries, including any and all revivals, refilings, continuations, continuations-in part, divisions, and reissues thereof, to the said ASSIGNEE; and we, the ASSIGNORS, do hereby agree that we will execute all papers necessary in connection with the United States and foreign applications

when called upon to do so by the said ASSIGNEE, its successors or assigns, and that We will, at the cost and expense of the said ASSIGNEE fully assist and cooperate in all matters in connection with the United States and foreign applications and patents issuing thereon.

The undersigned declare that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that 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 issuing thereon.

彭叶新 L.S. Date: 2021.1.12  
Yexin PENG

\_\_\_\_\_ L.S. Date: \_\_\_\_\_  
Xin LIU

\_\_\_\_\_ L.S. Date: \_\_\_\_\_  
Chinghwa YU

\_\_\_\_\_ L.S. Date: \_\_\_\_\_  
Yantao LI

\_\_\_\_\_ L.S. Date: \_\_\_\_\_  
Yanchao XU

\_\_\_\_\_ L.S. Date: \_\_\_\_\_  
Long WANG

ASSIGNMENT

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NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged, We, the said ASSIGNORS have assigned and transferred, and hereby assign and transfer unto the said ASSIGNEE, the entire right, title and interest in and to said invention, the applications, and any and all patents that may be issued therefrom, in the United States and in all foreign countries, including any and all revivals, refilings, continuations, continuations-in part, divisions, and reissues thereof, to the said ASSIGNEE; and we, the ASSIGNORS, do hereby agree that we will execute all papers necessary in connection with the United States and foreign applications

Docket No. UNT0431US

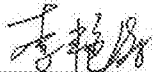
when called upon to do so by the said ASSIGNEE, its successors or assigns, and that We will, at the cost and expense of the said ASSIGNEE fully assist and cooperate in all matters in connection with the United States and foreign applications and patents issuing thereon.

The undersigned declare that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that 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 issuing thereon.

\_\_\_\_\_  
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Yexin PENG

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L.S. Date: \_\_\_\_\_  
Xin LIU

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L.S. Date: \_\_\_\_\_  
Chinghwa YU

  
\_\_\_\_\_  
L.S. Date: 2020.1.12  
Yantao LI

\_\_\_\_\_  
L.S. Date: \_\_\_\_\_  
Yanchao XU

\_\_\_\_\_  
L.S. Date: \_\_\_\_\_  
Long WANG

**Confidential Information and Invention Assignment**  
**Agreement of Spreadtrum Communications (Shanghai) Co.,**  
**Ltd.**

This agreement, dated January 25, 2016, is signed between Spreadtrum Communications (Shanghai) Co., Ltd. ("corporation") (Address: Spreadtrum Center, Building No. 1, Lane 2288, Zuchongzhi Road, Zhang Jiang, Pudong District, Shanghai), a corporation established in accordance with the laws of the People's Republic of China ("China"), and Long Wang (Passport ID: 530748532, "I" for short hereinafter) on the basis of equality, voluntariness and negotiation.

In view of the fact that I participated in [including but not limited to] the corporation's projects and subsequent research and development of the projects ("project research and development"), and the project research and development is the corporation's task I performed, and the project research is implemented by fully utilizing the corporation's material and technical conditions. Therefore, I agree to the following terms of the agreement with the corporation regarding the corporation's confidential information and intellectual property rights.

**(1) Confidential Information**

(a) Corporation information. I agree that during my employment with the corporation and after the termination of the employment period, I will strictly hold confidential to confidential information of the corporation and its affiliated corporations (including but not limited to the corporation's parent corporation, subsidiaries, other corporations that the corporation invests in or holds shares, and the corporation's business partners, the corporation and its affiliated corporations are hereinafter referred to as the "group corporation"). Unless I have the permission of the group corporation, I will not use



confidential information, and I will not disclose to any individual, other corporations or other organizations any confidential information. I understand that "confidential information" refers to the proprietary or confidential information of the group corporation, its clients, customers or partners, and the group corporation's licensors, including but not limited to, technical data, trade secrets, research and development information, product planning, services, client lists and clients (including but not limited to group corporation clients that I contacted or gradually familiar with during the employment period), supplier lists and suppliers, software, development, invention, program, formula, technology, design, drawing, engineering management, hardware configuration information, personnel information, marketing, financial or other business information, the group corporation, its clients, customers or partners, and the group corporation's licensors, directly or indirectly disclosing to me in writing, orally, or in the form of drawings or observation data of parts or equipment, or I directly or indirectly obtaining from such parties in such ways.

(b) Corporation property. I understand that all documents (including computer records, faxes and e-mails) and materials related to my work or created, received or transmitted using the facilities of the group corporation belong to the group corporation's property, and these properties are under the surveillance of the group corporation at all times. When my employment relationship with the corporation ends (or when requested by the corporation at any other time), I will promptly hand over all the documents and materials related to my work in the corporation and provide written confirmation that I have complied with this agreement. After the termination of my employment period, under no circumstances shall I possess any property of the group corporation, or any documents or materials or copies containing confidential information.

(c) Former employer information. I affirm that there is no non-competitive agreement between my former employer and me, and I do not

assume any non-competitive obligations to my former employer. I agree that during my work for the corporation, I will not improperly use or disclose trade secrets of any other individuals or organizations or proprietary information of any former employers or other individuals or organizations for whom I have signed an agreement or have an obligation to keep the following information confidential. Unless with the written consent of such employers, individuals or organizations, I will not bring any unpublished documents or proprietary information belonging to such employers, individuals or organizations into the premises of the group corporation. If the group corporation's use of such proprietary information or trade secrets of others improperly used or disclosed by me results in any infringement or alleged infringement against a third party, and the group corporation suffers any infringement as a result or in connection with this requests, liabilities, damages and expenses, including reasonable attorney's fees and expenses incurred in resolving disputes, I agree to compensate the group corporation to prevent damage to the group corporation.

(d) Third party information. I agree that the group corporation has received and will receive the confidential or proprietary information of third parties from such third parties, and the group corporation is obliged to hold confidential to such information and can only use it for certain limited purposes. I agree to hold the strictest confidentiality of all such confidential or proprietary information and not disclose it to any individual, corporation or other organization. Unless it is within the necessary limits for my work for the corporation and in compliance with the agreement between the group corporation and the third party, this information is only used.

## **(2) Invention**

(a) Reserved and licensed inventions. I have listed, in Annex 1 of this agreement, all inventions, designs, original works with the right of authorship, programs, formulas, computer software programs, databases, integrated

circuit layout designs/mask works, developments, concepts, improvements or trade secrets (collectively referred to as "Pre-employment inventions") belonging to me that are related to the group corporation's plans or current business, products or research and development, have not been transferred to any member of the group corporation, and done by me before I was employed by the corporation. Otherwise, if there is no such attachment, I declare that there is no such pre-employment invention. I agree that I will not incorporate any pre-employment inventions into the products, programs or machinery of the group corporation. However, during my employment with the corporation, if I incorporate any pre-employment inventions that I own or have rights to into the products, programs or machinery of the group corporation, I declare that I have all the necessary rights, license and authorizations to use the pre-employment inventions in the current manner, and such use will not infringe any rights of any corporations, organizations or individuals; and in such cases, each member of the group corporation is hereby granted, and each member is entitled to the non-exclusive, license-free, sublicensable, assignable, irrevocable, permanent and worldwide license. They have the right to manufacture, make others manufacture, modify, use, sell and exploit such pre-employment inventions in other ways as being a part of such products, processes or machinery or for related purposes of such products, processes or machinery. If the group corporation uses, sublicenses, modifies, transfers or sells any of these pre-employment inventions and causes any infringement or alleged infringement against a third party, and the group corporation suffers any requests, liability, damages and expenses, including reasonable attorney fees and expenses incurred in resolving disputes, for this or in connection with this, I agree to compensate the group corporation to prevent damage to the group corporation.

(b) Disclosure and assignment of inventions.

(i) During my employment with the corporation (regardless of whether it is within working hours) and within twelve (12) months after the termination of the employment relationship with the corporation, regarding any and all inventions, designs, original works with the right of authorship, programs, formulas, computer software programs, databases, masked works, developments, concepts, improvements or trade secrets (collectively referred to as "inventions") related to the scope of my employment, or made, created, designed, invented, developed, put into application, or obtained in other forms using the resources of the group corporation in any way alone, in cooperation with others, or by others with my facilitation, regardless of whether a patent or registration can be applied in the People's Republic of China ("China") or anywhere else in the world in accordance with patent rights, circuit layout designs, copyrights or other laws, I should promptly notify the corporation in writing and disclose the details to it. If the performance is based on the consent of certain persons (including but not limited to any co-inventors), I shall notify them in time.

(ii) I agree that the corporation is entitled to absolute ownership, rights and interests of any and all inventions defined as "service inventions" or "service works" in accordance with "Patent Law", "Copyright Law", "Computer Software Protection Regulations", "Integrated Circuit Layout Design Protection Regulations" and other applicable laws and regulations of the People's Republic of China.

(iii) I hereby assign, to the corporation or its designated person, all inventions not belonging to "service inventions" or "service works" in accordance with "Patent Law", "Copyright Law", "Computer Software Protection Regulations", "Integrated Circuit Layout Design Protection Regulations" and other applicable laws and regulations of the People's Republic of China the People's Republic of China. I agree that the corporation should be the sole owner of all rights, ownership and rights in all

such inventions. If the aforementioned assignment of such inventions to the corporation is invalid for any reason, it is hereby granted to each member of the group corporation, each member is entitled to license-free, sublicensable, assignable, irrevocable, permanent, worldwide license, and they have the right to manufacture, make others manufacture, modify, use, sell and exploit such pre-employment inventions in other ways as being a part of such products, processes or machinery or for related purposes of such products, processes or machinery. At the same time, I hereby forever waive and agree to never claim any rights that I may have in any invention or regarding any invention, even after my employment relationship with the corporation ends, otherwise the corporation has the right to refuse to give me patent application awards and/or patent grant awards in accordance with the "Patent Management Regulations". If the corporation has already issued the aforementioned awards, the corporation has the right to request me to return the aforementioned bonuses in full.

(c) Record keeping. I agree to keep and maintain adequate and existing written records of all inventions. These records will be kept in the form of notes, sketches, drawings and any other forms designated by the corporation. These records will be open to the corporation at any time and are the corporation's exclusive property.

(d) Registration of rights. I agree to assist the corporation or its corresponding designated person to protect the corporation's rights to inventions in any and all countries through all legitimate means under the circumstance of the corporation's expense, and to further prove, register and improve my rights under this agreement of granting or assigning the invention to the corporation or its corresponding designated person, and of improving, acquiring, maintaining, enforcing and protecting any such grant or assignment. Such assistance includes disclosing all information and data related to the invention to the corporation, signing all applications, specifications, affidavits,

assignments, and all other documents the corporation believes to be necessary for applying or obtaining the rights, or for granting or assigning exclusive rights, property rights and benefits of such inventions to the corporation, its successors, assignees or designees. I further agree that within my ability, my obligation to sign or cause such documents to be signed will continue even after the termination of this agreement. If the corporation is unable to obtain my signature for any invention-related activities, including but not limited to application or application for registration of patent, copyright or other rights of any such invention in China or other countries, due to my mental or physical disability or any other reasons, I am hereby irrevocably assigning and appointing the corporation and its officially authorized senior staff and agent as my agent and licensor to sign and submit, on behalf of me, any documents, oaths and all other actions related to these inventions permitted by law. The above agency acts have the same legal efficacy and effect as my personal signature.

**(3) Conflicting employment.** I agree that during my employment with the corporation, I will not engage in duties, professions, consultants or other business activities related to the business that the group corporation is currently involved in or will be involved in during my employment. And, without the corporation's prior written consent, I will not conduct any other activities that conflict with my obligations to the corporation.

**(4) Notice to new employers.** In the event that I terminate my employment relationship with the corporation, I hereby agree that the corporation can notify my new employer of my rights and obligations under this agreement.

**(5) No persuade.** I agree that during my employment with the corporation and within the next twelve (12) months after the termination of the employment relationship with the corporation for any reasons, regardless of whether the termination of the employment relationship is due to cause, I will

not directly or indirectly induce, prompt, recruit or encourage any employee of the group corporation to leave, or take away or try to induce, prompt, recruit, encourage or take away the employees and / or any supplier, client or consultant of the group corporation whether for myself or for other individuals or organizations.

**(6) Statement.** I agree to sign any affidavits or verify any appropriate documents required to implement the terms of this agreement. I declare that my performance of all the terms under this agreement will not violate any other confidentiality agreement signed for the proprietary information held by trust or trust relationship before I was employed by the corporation. I have not signed, and I agree that I will not sign any oral or written agreement that conflicts with this agreement in the future.

**(7) Dispute resolution.** Any disputes arising from or related to this agreement shall be submitted to the competent court in the place where the corporation is located.

**(8) General terms.**

**(a) The nature of this agreement.** I acknowledge that the terms and conditions of my employment with the corporation are in a separate employment agreement signed between the corporation and me, and any provision of this agreement shall not be interpreted as giving me any right to become an employee of the corporation. And I further realize that this agreement is a civil contract between the corporation and me regarding confidential information and intellectual property content. This agreement should not and shall not be understood as a labor contract between the corporation and me.

**(b) Applicable laws.** This agreement is governed by relevant Chinese intellectual property laws, including but not limited to the "Patent Law", "Copyright Law", "Integrated Circuit Layout Design Protection Regulations",

"Computer Software Protection Regulations" and other applicable laws and regulations international conventions.

(c) Entire agreement. This agreement constitutes the complete agreement and understanding of the subject of this agreement between the corporation and me, and replaces all previous discussions between the two parties. Unless signed in writing by the party undertaking the obligation, any modification or addition to this agreement, or waiver of any rights under this agreement will not be effective. Any future changes in my job responsibilities, salary or compensation will not affect the validity or scope of this agreement.

(d) Waiver and severability. Failure to pursue any breach of any clause of this agreement does not constitute or is not regarded as non-accountability for any other or future breaches. If any clause of this agreement is deemed invalid or unenforceable, the remaining clauses shall remain their full efficacy and effectiveness, and shall not be affected or invalidated in any respect.

(e) Successors and assignees. This agreement is binding on my heirs, designated executors, administrators and other legal representatives, and is concluded for the benefit of the group corporation and its successors and assignees. The corporation may assign its rights and obligations under this agreement to a third party.

(f) Application of this agreement. I hereby agree that my obligations set out in Section 1 and Section 2 of this agreement and the definitions of "confidential information" and "invention" in this agreement shall equally apply to any work I did for the corporation before signing this agreement and any confidential information and inventions related to it.

[The following part of this page is intentionally left blank]



This Confidential Information and Invention Assignment Agreement will take effect from the day I started to be employed by the corporation.

Signature Long Wang

Employee name (print or block letters) Long Wang

Date 2016.1.25

Spreadtrum Communications (Shanghai) Co., Ltd. (official seal)

Signature

Authorized representative of the corporation (print or block letters)

Date

**Signature Page of the Confidential Information and  
Invention Assignment Agreement (Chinese employees)**

**List of inventions before employment**

Name                      Date                      Identification number or brief description

No invention or improvement

There is another additional page

Employee's signature    Long Wang

Employee name (block letters)    Long Wang

Date: 2016.1.25

展讯通信(上海)有限公司  
保密信息及发明转让协议

本保密信息及发明转让协议(“协议”)由展讯通信(上海)有限公司(地址:上海浦东张江祖冲之路2288弄展讯中心)号楼),一家依中华人民共和国(“中国”)法律组建存续的公司(“公司”),身份证号: [抄] 照号码: 530748532, 以下简称“我”), 在平等自愿协商的基础上, 2016年1月25日签订。

鉴于我参加了公司的[包括但不限于]项目及项目的后续研发(“项目研发”), 系项目研发是我履行公司的任务, 且项目研发完全利用公司的物质技术条件, 因此, 我同意就公司的保密信息及知识产权与公司达成本协议条款如下:

(1) 保密信息

(a) 公司信息。我同意, 在我受雇于公司期间以及雇佣期限终止后对公司及公司的关联公司(包括但不限于公司的母公司、子公司、公司投资或持有股份的其他公司、公司的业务合作方, 公司和关联公司以下统称“集团公司”)的保密信息进行严格保密, 除非得到集团公司的许可, 我不使用保密信息, 并且在本经集团公司书面同意的情况下, 不向任何个人、其他公司或其他组织披露任何保密信息。我理解, “保密信息”指的是: 集团公司、集团公司的客户、顾客或合作伙伴的, 以及集团公司许可方的专有或保密信息, 包括但不限于, 由集团公司、集团公司的客户、顾客、或合作伙伴以及集团公司的许可方直接或间接以书面、口头或零部件或设备的图纸或观测数据的方式向我披露的, 或我从该等各方直接或间接以该等方式取得的: 技术数据、商业秘密、研发信息、产品规划、服务、客户名单和客户(包括但不限于, 我在雇佣期内所联系的或逐渐熟悉的集团公司客户)、供应商名单和供应商、软件、开发、发明、程序、配方、技术、设计、图纸、工程管理、硬件配置信息、人事信息、营销、财务或其他业务信息。

(b) 公司财产。我理解, 与我工作有关或利用集团公司的设施创造的、就网络或传递的所有文件(包括电脑记录、传真和电子邮件)和资料属于集团公司财产, 这些财产在任何时候都处于集团公司的掌控之下。当我与公司的雇佣关系结束时(或在其他任何时间当公司要求时), 我将及时交给公司与我在公司的工作相关的所有文件和资料, 并提供我已遵守本协议的书面确认文件。在我雇佣期限终止后, 任何情况下都不得占有集团公司的任何财产, 或含有保密信息的任何文件或资料或复印件。

(c) 前任雇主信息。我申明, 我与前任雇主之间不存在任何的不竞争的约定, 我对前任雇主不承担任何的不竞争义务。我同意, 在我为公司工作期间, 我将不会不正当地使用或披露任何其他个人或组织的高密秘密或我已签署协议或有义务为



或就以下信息保密的任何前任雇主或其他个人或组织的专有信息，并且除非经过该等雇主、个人或组织的书面同意，我不会将任何属于该等雇主、个人和组织的任何尚未发表的文件或专有信息带入集团公司的场所。如果由于集团公司使用该类由我不当使用或披露的他人的专有信息或商业秘密而导致对第三方的任何侵权行为或声称的侵权行为，而使集团公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费和开支，我同意对集团公司作出赔偿，使其免受损害。

(d) 第三方信息。我认同，集团公司已经并且将来会从第三方收到该等第三方的保密或专有信息，而且集团公司有义务为该等信息保密，并且仅可将之用于某些特定的目的。我同意对所有该等保密或专有信息予以最严格的保密，不得其披露给任何个人、公司或其他组织机构；并且除非在成为公司或工作的必要限度内并在符合集团公司与该第三方协议的条件下方才使用该等信息。

## (2) 发明

(a) 保留和许可的发明。我已经在本协议附件一列出了属于我所有的，与集团公司计划或当前的业务、产品或研发有关的，我没有在此转让给集团公司任一成员的，在我受雇于公司之前即由我作出的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密（合称“受雇前发明”）；否则，如果没有这样一个附件，我声明不存在该等受雇前发明。我同意我不会把任何受雇前发明融入集团公司的产品、程序或机械；但是，在我受雇于公司的期间内，如果我将任何自身拥有的或享有权益的受雇前发明融入集团公司的产品、程序或机械中，我声明：我拥有所有必要的权利、权限和授权，以按照当前使用的方式使用该等受雇前发明，并且该等使用将不会侵犯任一公司、组织或个人的任何权利；而且在该等情况下，特此授予集团公司的每一成员，且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售或以其他方式利用该等受雇前发明。如果因集团公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为，而使集团公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费及开支，我同意赔偿集团公司，使其免受损害。

## (b) 发明之披露和转让。

(i) 我在受雇于公司期间（不论是否在工作时间之内）以及与公司的雇用关系终止后的十二（12）个月内，与我雇用工作范围相关的，或者以任何方式运用集团公司资源所单独、与他人合作或促他人制造、制作、设计、发明、开发、投入应用或以其他形式获得的任何及所有发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、掩膜作品、开发、概念、改良或商业秘密（合称“发

明"), 不论其可否依据专利权、电路布局设计、著作权或其他法律在中华人民共和国 ("中国") 或世界其他任何地方申请专利或注册, 本人应立即以书面形式通知公司并向其披露详细内容。若被履行以其他人 (包括但不限于任何合作发明者) 的同意为前提, 本人应及时通知你们。

(ii) 我同意公司对属于中华人民共和国《专利法》、《著作权法》、《计算机软件著作权条例》、《集成电路布图设计保护条例》及其他适用法律法规中界定为“职务发明”或“职务作品”的任何所有发明均享有绝对的所有权、权利和利益。

(iii) 我特此将不属于中华人民共和国《专利法》、《著作权法》、《计算机软件著作权条例》、《集成电路布图设计保护条例》及其他适用法律法规中界定为“职务发明”或“职务作品”的一切发明转让给公司或其指定的人。我认可, 公司应为所有该等发明的全部权利、所有权和权益之唯一所有人。如果由于任何原因前述将该等发明转让予公司的行为无效, 特此授予集团公司的每一成员, 且该等每一成员均享有该等发明的允许免费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可, 他们有权作为任何产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以任何方式利用该等发明。我在此同时承诺绝不主张自身在任何发明中或就任何发明所可能享有的任何权利, 即便在我与公司的雇佣关系结束后, 否则公司有权拒绝依照《专利管理规范》向我发放专利申请费和/或专利授予费; 公司已发放前述款项的, 公司有权要求我全额退还前述资金。

(c) 记录的保存。我同意保存并维持充足和现有的有关所有发明的书面记录。这些记录将会以注释、草图、图说以及公司指定的任何其他形式保存。这些记录将在任何时间对公司开放, 且为公司独有的财产。

(d) 权利的注册。我同意协助公司或其相应指定人, 在公司承担费用的情况下, 通过所有可正当途径, 保护公司在任何及所有国家对发明享有的权利, 进一步证明、登记和完善我在本协议项下将发明授予或转让予公司或其相应指定人, 并完善、取得、维护、强制执行和保护任何该等授予或转让的权利。这些协助包括向公司披露所有与发明相关的信息和数据, 签署所有的申请书、说明书、宣誓书、转让书以及公司认为为了申请及取得该等权利或为了持有该等发明的独占和排他的权利、产权及利益授予或转让给公司。它的继承人、受让人或指定人而必需的所有其他文件。我进一步同意, 在我的能力范围内, 我签署或促促该等文件被签署的义务即使在事件终止后仍将继续。如果因我的遗物或身体障碍或其他任何原因以致公司无法获取我的签署用以进行任何与发明相关的活动, 包括但不限于申请或申请注册有关任何该等发明的任何在中国或其他国家注册的专利、著作权或其他权利, 我在此不可撤销地指定和委派公司及其正式授权的高级职员和代理人作为我的代理人和被授权人, 代表并代替我去签署和递交任何文件、宣誓以及进行其他一切与该等发明相关的法律许可的行动, 上述代理行为具有和我本人亲自签署相同的法律效力和效果。

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(3) 相冲突的雇用。我同意，在我受雇于公司期间，我将不会从事与集团公司目前涉及的或在我的雇用期间将会涉及的业务相关的职务、专业、顾问或其他业务活动。并且，在没有得到公司事先书面同意的情况下，我不会进行与或向公司承担的又或相抵触的任何其他活动。

(4) 对新雇主的通知。在我与公司解除雇用关系的情况下，我在此同意，公司可将我在本协议下的权利和义务通知我的新雇主。

(5) 不劝诱。我同意，在我受雇于公司期间内以及因为任何原因与公司的雇用关系终止后接下来的十二个(12)个月内，不论这种雇用关系的终止是否事出有因，我将不会直接或间接的引诱、促使、招募或鼓励集团公司的任何雇员离职，或是无论是否为自己还是为其他个人或组织，带走、或试图引诱、促使、招募、鼓励或带走集团公司的雇员和/或集团公司的任何供应商、客户或顾问。

(6) 声明。我同意签署因执行本协议条款所要求的任何的宣誓书或验证任何适当的文件。我声明，我对本协议项下所有条款的履行将不会违反在我受雇于公司前签订的针对因控制或信托关系掌握的专有信息而签订的其他任何保密协议。我没有签订，而且目前将来也不会签订任何与本协议相冲突的口头或书面协议。

#### (7) 争议解决

凡因本协议引起的或与本协议有关的任何争议，均应提交公司所在地有管辖权的法院管辖。

#### (8) 一般条款

(a) 本协议的性质。我认可，我受雇于公司的条款与条件规定在我与公司之间另行签署的一份雇用合同中，本协议任一规定不得解释为赋予我或为公司雇员的任何权利。并且我进一步认识到，本协议是我与公司之间关于保密信息及知识产权内容的民事合同，本协议不应也不得理解为或和公司之间的劳动合同。

(b) 适用法律。本协议受中国相关知识产权法律，包括但不限于《专利法》、《著作权法》、《集成电路布图设计保护条例》、《计算机软件保护条例》及其他适用法律法规国际公约管辖。

(c) 完整协议。本协议构成公司和我对本合同标的的完整协议和理解，并取代双方之间以前所有的讨论。除非经承担义务一方的书面签署，任何对本协议的修改或添加，或对本协议项下任何权利的放弃均不产生效力。任何以后关于我工作职责、薪水或补偿金的变化均不影响本协议的有效性或范围。

(d) 弃权 and 可分割性。对本协议任何条款的违约行为的不追究并不构成或被视为对其他或今后任何违约的行为的不追究。如果本协议的任何条款被认为



本保密信息和发明转让协议于发明接受公司于公司之日起生效。

\_\_\_\_\_  
签名

LONG WANG  
\_\_\_\_\_  
雇员姓名 (打印或正楷)

2016. 1. 25  
\_\_\_\_\_  
日期

展讯通信(上海)有限公司 (公章)

\_\_\_\_\_  
签名

\_\_\_\_\_  
公司授权代表 (打印或正楷)

\_\_\_\_\_  
日期

保密信息及发明转让协议 (中国雇员) 签字页



受准的发明清单

名称

日期

识别号码或简要描述

没有发明或改良  
 有另外的附加页  
展员的签名: Lawrence  
雇员姓名 (正格) Fong Wang  
日期: 2.16.1.35



**Confidential Information and Invention Assignment**  
**Agreement of Spreadtrum Communications (Shanghai) Co.,**  
**Ltd.**

This agreement, dated November 13, 2012, is signed between Spreadtrum Communications (Shanghai) Co., Ltd. ("corporation") (Address: Spreadtrum Center, Building No. 1, Lane 2288, Zuchongzhi Road, Zhang Jiang, Pudong District, Shanghai), a corporation established in accordance with the laws of the People's Republic of China ("China"), and Xin Liu (ID number: 320106198401140819, "I" for short hereinafter) on the basis of equality, voluntariness and negotiation.

In view of the fact that I participated in [including but not limited to] the corporation's projects and subsequent research and development of the projects ("project research and development"), and the project research and development is the corporation's task I performed, and the project research is implemented by fully utilizing the corporation's material and technical conditions. Therefore, I agree to the following terms of the agreement with the corporation regarding the corporation's confidential information and intellectual property rights.

**(1) Confidential Information**

(a) Corporation information. I agree that during my employment with the corporation and after the termination of the employment period, I will strictly hold confidential to confidential information of the corporation and its affiliated corporations (including but not limited to the corporation's parent corporation, subsidiaries, other corporations that the corporation invests in or holds shares, and the corporation's business partners, the corporation and its affiliated corporations are hereinafter referred to as the "group corporation"). Unless I have the permission of the group corporation, I will not use

confidential information, and I will not disclose to any individual, other corporations or other organizations any confidential information. I understand that "confidential information" refers to the proprietary or confidential information of the group corporation, its clients, customers or partners, and the group corporation's licensors, including but not limited to, technical data, trade secrets, research and development information, product planning, services, client lists and clients (including but not limited to group corporation clients that I contacted or gradually familiar with during the employment period), supplier lists and suppliers, software, development, invention, program, formula, technology, design, drawing, engineering management, hardware configuration information, personnel information, marketing, financial or other business information, the group corporation, its clients, customers or partners, and the group corporation's licensors, directly or indirectly disclosing to me in writing, orally, or in the form of drawings or observation data of parts or equipment, or I directly or indirectly obtaining from such parties in such ways.

(b) Corporation property. I understand that all documents (including computer records, faxes and e-mails) and materials related to my work or created, received or transmitted using the facilities of the group corporation belong to the group corporation's property, and these properties are under the surveillance of the group corporation at all times. When my employment relationship with the corporation ends (or when requested by the corporation at any other time), I will promptly hand over all the documents and materials related to my work in the corporation and provide written confirmation that I have complied with this agreement. After the termination of my employment period, under no circumstances shall I possess any property of the group corporation, or any documents or materials or copies containing confidential information.

(c) Former employer information. I affirm that there is no non-competitive agreement between my former employer and me, and I do not

assume any non-competitive obligations to my former employer. I agree that during my work for the corporation, I will not improperly use or disclose trade secrets of any other individuals or organizations or proprietary information of any former employers or other individuals or organizations for whom I have signed an agreement or have an obligation to keep the following information confidential. Unless with the written consent of such employers, individuals or organizations, I will not bring any unpublished documents or proprietary information belonging to such employers, individuals or organizations into the premises of the group corporation. If the group corporation's use of such proprietary information or trade secrets of others improperly used or disclosed by me results in any infringement or alleged infringement against a third party, and the group corporation suffers any infringement as a result or in connection with this requests, liabilities, damages and expenses, including reasonable attorney's fees and expenses incurred in resolving disputes, I agree to compensate the group corporation to prevent damage to the group corporation.

(d) Third party information. I agree that the group corporation has received and will receive the confidential or proprietary information of third parties from such third parties, and the group corporation is obliged to hold confidential to such information and can only use it for certain limited purposes. I agree to hold the strictest confidentiality of all such confidential or proprietary information and not disclose it to any individual, corporation or other organization. Unless it is within the necessary limits for my work for the corporation and in compliance with the agreement between the group corporation and the third party, this information is only used.

## **(2) Invention**

(a) Reserved and licensed inventions. I have listed, in Annex 1 of this agreement, all inventions, designs, original works with the right of authorship, programs, formulas, computer software programs, databases, integrated

circuit layout designs/mask works, developments, concepts, improvements or trade secrets (collectively referred to as "Pre-employment inventions") belonging to me that are related to the group corporation's plans or current business, products or research and development, have not been transferred to any member of the group corporation, and done by me before I was employed by the corporation. Otherwise, if there is no such attachment, I declare that there is no such pre-employment invention. I agree that I will not incorporate any pre-employment inventions into the products, programs or machinery of the group corporation. However, during my employment with the corporation, if I incorporate any pre-employment inventions that I own or have rights to into the products, programs or machinery of the group corporation, I declare that I have all the necessary rights, license and authorizations to use the pre-employment inventions in the current manner, and such use will not infringe any rights of any corporations, organizations or individuals; and in such cases, each member of the group corporation is hereby granted, and each member is entitled to the non-exclusive, license-free, sublicensable, assignable, irrevocable, permanent and worldwide license. They have the right to manufacture, make others manufacture, modify, use, sell and exploit such pre-employment inventions in other ways as being a part of such products, processes or machinery or for related purposes of such products, processes or machinery. If the group corporation uses, sublicenses, modifies, transfers or sells any of these pre-employment inventions and causes any infringement or alleged infringement against a third party, and the group corporation suffers any requests, liability, damages and expenses, including reasonable attorney fees and expenses incurred in resolving disputes, for this or in connection with this, I agree to compensate the group corporation to prevent damage to the group corporation.

(b) Disclosure and assignment of inventions.

(i) During my employment with the corporation (regardless of whether it is within working hours) and within twelve (12) months after the termination of the employment relationship with the corporation, regarding any and all inventions, designs, original works with the right of authorship, programs, formulas, computer software programs, databases, masked works, developments, concepts, improvements or trade secrets (collectively referred to as "inventions") related to the scope of my employment, or made, created, designed, invented, developed, put into application, or obtained in other forms using the resources of the group corporation in any way alone, in cooperation with others, or by others with my facilitation, regardless of whether a patent or registration can be applied in the People's Republic of China ("China") or anywhere else in the world in accordance with patent rights, circuit layout designs, copyrights or other laws, I should promptly notify the corporation in writing and disclose the details to it. If the performance is based on the consent of certain persons (including but not limited to any co-inventors), I shall notify them in time.

(ii) I agree that the corporation is entitled to absolute ownership, rights and interests of any and all inventions defined as "service inventions" or "service works" in accordance with "Patent Law", "Copyright Law", "Computer Software Protection Regulations", "Integrated Circuit Layout Design Protection Regulations" and other applicable laws and regulations of the People's Republic of China.

(iii) I hereby assign, to the corporation or its designated person, all inventions not belonging to "service inventions" or "service works" in accordance with "Patent Law", "Copyright Law", "Computer Software Protection Regulations", "Integrated Circuit Layout Design Protection Regulations" and other applicable laws and regulations of the People's Republic of China the People's Republic of China. I agree that the corporation should be the sole owner of all rights, ownership and rights in all

such inventions. If the aforementioned assignment of such inventions to the corporation is invalid for any reason, it is hereby granted to each member of the group corporation, each member is entitled to license-free, sublicensable, assignable, irrevocable, permanent, worldwide license, and they have the right to manufacture, make others manufacture, modify, use, sell and exploit such pre-employment inventions in other ways as being a part of such products, processes or machinery or for related purposes of such products, processes or machinery. At the same time, I hereby forever waive and agree to never claim any rights that I may have in any invention or regarding any invention, even after my employment relationship with the corporation ends.

(c) Record keeping. I agree to keep and maintain adequate and existing written records of all inventions. These records will be kept in the form of notes, sketches, drawings and any other forms designated by the corporation. These records will be open to the corporation at any time and are the corporation's exclusive property.

(d) Registration of rights. I agree to assist the corporation or its corresponding designated person to protect the corporation's rights to inventions in any and all countries through all legitimate means under the circumstance of the corporation's expense, and to further prove, register and improve my rights under this agreement of granting or assigning the invention to the corporation or its corresponding designated person, and of improving, acquiring, maintaining, enforcing and protecting any such grant or assignment. Such assistance includes disclosing all information and data related to the invention to the corporation, signing all applications, specifications, affidavits, assignments, and all other documents the corporation believes to be necessary for applying or obtaining the rights, or for granting or assigning exclusive rights, property rights and benefits of such inventions to the corporation, its successors, assignees or designees. I further agree that within my ability, my obligation to sign or cause such documents to be signed

will continue even after the termination of this agreement. If the corporation is unable to obtain my signature for any invention-related activities, including but not limited to application or application for registration of patent, copyright or other rights of any such invention in China or other countries, due to my mental or physical disability or any other reasons, I am hereby irrevocably assigning and appointing the corporation and its officially authorized senior staff and agent as my agent and licensor to sign and submit, on behalf of me, any documents, oaths and all other actions related to these inventions permitted by law. The above agency acts have the same legal efficacy and effect as my personal signature.

**(3) Conflicting employment.** I agree that during my employment with the corporation, I will not engage in duties, professions, consultants or other business activities related to the business that the group corporation is currently involved in or will be involved in during my employment. And, without the corporation's prior written consent, I will not conduct any other activities that conflict with my obligations to the corporation.

**(4) Notice to new employers.** In the event that I terminate my employment relationship with the corporation, I hereby agree that the corporation can notify my new employer of my rights and obligations under this agreement.

**(5) No persuade.** I agree that during my employment with the corporation and within the next twelve (12) months after the termination of the employment relationship with the corporation for any reasons, regardless of whether the termination of the employment relationship is due to cause, I will not directly or indirectly induce, prompt, recruit or encourage any employee of the group corporation to leave, or take away or try to induce, prompt, recruit, encourage or take away the employees and / or any supplier, client or consultant of the group corporation whether for myself or for other individuals or organizations.



**(6) Statement.** I agree to sign any affidavits or verify any appropriate documents required to implement the terms of this agreement. I declare that my performance of all the terms under this agreement will not violate any other confidentiality agreement signed for the proprietary information held by trust or trust relationship before I was employed by the corporation. I have not signed, and I agree that I will not sign any oral or written agreement that conflicts with this agreement in the future.

**(7) Arbitration and other remedies.**

**(a) Arbitration.** I agree that any controversies or disputes arising from or related to any interpretation, paraphrase, performance or breach of this agreement shall be submitted to the Chinese International Economic and Trade Arbitration Commission ("CIETAC") for settlement through arbitration. The arbitration shall be conducted in Shanghai in accordance with the applicable CIETAC arbitration rules. If permitted by CIETAC, the arbitration shall be presided over by three (3) arbitrators, where two arbitrators shall be selected by the corporation and me respectively, and the third arbitrator shall be appointed by CIETAC or selected by the corporation and me unanimously. The arbitrator may issue an injunction or take some other remedy in such controversies or disputes. The arbitration award shall be final, conclusive, and binding on both parties to the arbitration. For the purpose of enforcing the arbitration award, any court with jurisdiction can make a judgment on the arbitration award. The corporation and I shall share the arbitration fees and expenses in such arbitrations half-and-half, and each of us shall pay its own attorney fees and expenses.

**(b) Some other means of relief.** I agree that the losses caused to the corporation due to the violation of the commitments in this agreement may not or cannot be fully measured and calculated. Therefore, despite the provisions of 7(a) above, I agree that if I violate (or threaten to violate) this agreement, in addition to any other rights and remedies that can be exercised,

the corporation will have the right (within the limits permitted by applicable laws) to apply for remedies to courts with jurisdiction to prevent such violations or threats of violations and enable any such clauses under this agreement to be actually performed.

**(8) General terms.**

(a) The nature of this agreement. I acknowledge that the terms and conditions of my employment with the corporation are in a separate employment agreement signed between the corporation and me, and any provision of this agreement shall not be interpreted as giving me any right to become an employee of the corporation. And I further realize that this agreement is a civil contract between the corporation and me regarding confidential information and intellectual property content. This agreement should not and shall not be understood as a labor contract between the corporation and me.

(b) Applicable laws. This agreement is governed by relevant Chinese intellectual property laws, including but not limited to the "Patent Law", "Copyright Law", "Integrated Circuit Layout Design Protection Regulations", "Computer Software Protection Regulations" and other applicable laws and regulations international conventions.

(c) Entire agreement. This agreement constitutes the complete agreement and understanding of the subject of this agreement between the corporation and me, and replaces all previous discussions between the two parties. Unless signed in writing by the party undertaking the obligation, any modification or addition to this agreement, or waiver of any rights under this agreement will not be effective. Any future changes in my job responsibilities, salary or compensation will not affect the validity or scope of this agreement.

(d) Waiver and severability. Failure to pursue any breach of any clause of this agreement does not constitute or is not regarded as

non-accountability for any other or future breaches. If any clause of this agreement is deemed invalid or unenforceable, the remaining clauses shall remain their full efficacy and effectiveness, and shall not be affected or invalidated in any respect.

(e) Successors and assignees. This agreement is binding on my heirs, designated executors, administrators and other legal representatives, and is concluded for the benefit of the group corporation and its successors and assignees. The corporation may assign its rights and obligations under this agreement to a third party.

(f) Application of this agreement. I hereby agree that my obligations set out in Section 1 and Section 2 of this agreement and the definitions of "confidential information" and "invention" in this agreement shall equally apply to any work I did for the corporation before signing this agreement and any confidential information and inventions related to it.

[The following part of this page is intentionally left blank]

This Confidential Information and Invention Assignment Agreement will take effect from the day I started to be employed by the corporation.

Signature Xin Liu

Employee name (print or block letters) Xin Liu

Date 2012.11.13

Spreadtrum Communications (Shanghai) Co., Ltd. (official seal)

Signature

Authorized representative of the corporation (print or block letters)

Date

**Signature Page of the Confidential Information and  
Invention Assignment Agreement (Chinese employees)**

**List of inventions before employment**

Name                      Date                      Identification number or brief description

\_\_\_\_\_ No invention or improvement

\_\_\_\_\_ There is another additional page

Employee's signature: \_\_\_\_\_

Employee name (block letters) \_\_\_\_\_

Date: \_\_\_\_\_

展讯通信(上海)有限公司  
保密信息及发明转让协议

本保密信息及发明转让协议(“协议”)由展讯通信(上海)有限公司(地址:上海浦东张江祖冲之路2288弄展讯中心1号楼),一家依中华人民共和国(“中国”)法律组建存续的公司(“公司”);和 刘昕(身份证号码: 320106198401190819 [护照号码: ],以下简称“我”),在平等自愿协商的基础上,于2012年11月13日签订。

鉴于我参加了公司的[包括但不限于]项目及项目的后续研发(“项目研发”),而项目研发是我执行公司的任务,且项目研发是完全利用公司的物质技术条件。因此,我同意就公司的保密信息及知识产权与公司达成本协议条款如下:

(1) 保密信息

(a) 公司信息。我同意,在我受雇于公司期间以及雇用期限终止后对公司及公司的关联公司(包括但不限于公司的母公司、子公司、公司投资或持有股份的其他公司、公司的业务合作方,公司和关联公司以下称统称“集团公司”)的保密信息进行严格保密,除非得到集团公司的许可,我不使用保密信息,并且在未经集团公司书面同意的情况下,不向任何个人、其他公司或其他组织披露任何保密信息。我理解,“保密信息”指的是:集团公司、集团公司的客户、顾客或合作伙伴的、以及集团公司许可方的专有或保密信息,包括但不限于,由集团公司、集团公司的客户、顾客、或合作伙伴以及集团公司的许可方直接或间接以书面、口头或零部件或设备的图纸或观测数据的方式向我披露的、或我从该等各方直接或间接以该等方式取得的:技术数据、商业秘密、研发信息、产品规划、服务、客户名单和客户(包括但不限于,我在雇用期内所联系的或逐渐熟悉的集团公司客户)、供应商名单和供应商、软件、开发、发明、程序、配方、技术、设计、图纸、工程管理、硬件配置信息、人事信息、营销、财务或其他业务信息。

(b) 公司财产。我理解,与我工作有关或利用集团公司的设施创造的、收到的或传送的所有文件(包括电脑记录、传真和电子邮件)和资料属于集团公司财产,这些财产在任何时候都处于集团公司的监控之下。当我与公司的雇用关系结束时(或在其他任何时间当公司要求时),我将及时交给公司与我在公司的工作相关的所有文件和资料,并提供我已遵守本协议的书面确认文件。在我雇用期限终止后,任何情况下都不得占有集团公司的任何财产,或含有保密信息的任何文件或资料或复印件。

(c) 前任雇主信息。我申明,我与前雇主之间不存在任何的不竞争约定,我对前雇主不承担任何的不竞争义务。我同意,在我为公司工作期间,我将不会不正当地使用或披露任何其他个人或组织的商业秘密或我已签署协议或有义务为



其就以下信息保密的任何前任雇主或其他个人或组织的专有信息，并且除非经过该等雇主、个人或组织的书面同意，我不会将任何属于该等雇主、个人和组织的任何尚未发表的文件或专有信息带入集团公司的场所。如果由于集团公司使用该类由我不正当使用或披露的他人的专有信息或商业秘密而导致对第三方的任何侵权行为或声称的侵权行为，而使集团公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费和开支，我同意对集团公司作出赔偿，使其免受损害。

(d) 第三方信息。我认同，集团公司已经并且将来会从第三方收到该等第三方的保密或专有信息，而且集团公司有义务为该等信息保密，并且仅可将之用于某些限定的目的。我同意对所有该等保密或专有信息予以最严格的保密，不将其披露给任何个人、公司或其他组织机构；并且除非在我为公司完成工作的必要限度内并在符合集团公司与该第三方协议的条件才使用该等信息。

## (2) 发明

(a) 保留和许可的发明。我已经在本协议附件一列出了属于我所有的，与集团公司计划或当前的业务、产品或研发有关的，我没有在此转让给集团公司任一成员的，在我受雇于公司之前即由我作出的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密（合称“受雇前发明”）；否则，如果没有这样一个附件，我声明不存在该等受雇前发明。我同意我将不会把任何受雇前发明融入集团公司的产品、程序或机械；但是，在我受雇于公司的期间内，如果我将任何自身拥有的或享有权益的受雇前发明融入集团公司的产品、程序或机械中，我声明：我拥有所有必要的权利、权限和授权，以按照当前使用的方式使用该等受雇前发明，并且该等使用将不会侵犯任一公司、组织或个人的任何权利；而且在该等情况下，特此授予集团公司的每一成员，且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等受雇前发明。如果因集团公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为，而使集团公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费及开支，我同意赔偿集团公司，使其免受损害。

### (b) 发明之披露和转让。

(i) 我在受雇于公司期间（不论是否在工作时间之内）以及与公司的雇用关系终止后的十二（12）个月内，与我雇用工作范围相关的，或者以任何方式运用集团公司资源所单独、与他人合作或促成他人制造、创作、设计、发明、开发、投入应用或以其他形式获得的任何及所有发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、掩膜作品、开发、概念、改良或商业秘密（合称“发

明”)，不论其可否依据专利权、电路布局设计、著作权或其他法律在中华人民共和国(“中国”)或世界其他任何地方申请专利或注册，本人都应及时地以书面形式通知公司并向其披露详细内容。若该履行以某些人(包括但不限于任何合作发明者)的同意为前提，本人应及时通知他们。

(ii) 我同意公司对属于中华人民共和国《专利法》、《著作权法》、《计算机软件保护条例》、《集成电路布图设计保护条例》及其他适用法律法规中界定为“职务发明”或“职务作品”的任何所有发明均享有绝对的所有权、权利和利益。

(iii) 我特此将不属于中华人民共和国《专利法》、《著作权法》、《计算机软件保护条例》、《集成电路布图设计保护条例》及其他适用法律法规中界定为“职务发明”或“职务作品”的一切发明转让给公司或其指定的人。我认可，公司应为所有该等发明的全部权利、所有权和权益之唯一所有权人。如果由于任何原因前述将该等发明转让予公司的行为无效，特此授予集团公司的每一成员，且该等每一成员均享有该等发明的免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为任何产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等发明。我在此同时永远地放弃和同意永远不主张自身在任何发明中或就任何发明所可能享有的任何权利，即使在我与公司的雇用关系结束后。

(c) 记录的保存。我同意保存并维持充足和现有的有关所有发明的书面记录。这些记录将会以注释、草图、图纸以及公司指定的任何其他形式保存。这些记录将在任何时间对公司开放，且为公司独享的财产。

(d) 权利的注册。我同意协助公司或其相应指定人，在公司承担费用的情况下，通过所有的正当途径，保护公司在任何及所有国家对发明享有的权利，进一步证明、登记和完善我在本协议项下将发明授予或转让予公司或其相应指定人，并完善、取得、维护、强制执行和保护任何该等授予或转让的权利。这些协助包括向公司披露所有与发明相关的信息和数据，签署所有的申请书、说明书、宣誓书、转让书以及公司认为为了申请及取得该等权利或为了将有关该等发明的独享和排他的权利、产权及利益授予或转让给公司、它的继任人、受让人或指定人而必需的所有其他文件。我进一步同意，在我的能力范围内，我签署或促使该类文件被签署的义务即使在本协议终止后仍将继续。如果因我的精神或身体障碍或其他任何原因以致公司无法获取我的签名用以进行任何与发明相关的活动，包括但不限于申请或申请注册有关任何该等发明的任何在中国或其他国家注册的专利、著作权或其他权利，我在此不可撤销地指定和委派公司及其正式授权的高级职员和代理人作为我的代理人 and 授权人，代表并代替我去签署和递交任何文件、宣誓以及进行其他一切与该等发明相关的法律许可的行动，上述代理行为具有和我本人亲自签署相同的法律效力和效果。

(3) 相冲突的雇用。我同意，在我受雇于公司期间，我将不会从事与集团公司目前涉足的或在我的雇用期间将会涉足的业务相关的职务、专业、顾问或其他业

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务活动。并且，在没有得到公司事先书面同意的情况下，我不会进行与我向公司承担的义务相抵触的任何其他活动。

(4) 对新雇主的通知。在我与公司解除雇用关系的情况下，我在此同意，公司可将我在本协议下的权利和义务通知我的新雇主。

(5) 不劝诱。我同意，在我受雇于公司期间内以及因为任何原因与公司的雇用关系终止后接下来的十二个(12)个月内，不论这种雇用关系的终止是否事出有因，我将不会直接或间接的引诱、促使、招募或鼓励集团公司的任何雇员离职，或是无论是为自己还是为其他个人或组织，带走，或试图引诱、促使、招募、鼓励或带走集团公司的雇员和/或集团公司的任何供应商、客户或顾问。

(6) 声明。我同意签署因执行本协议条款所要求的任何的宣誓书或验证任何适当的文件。我声明，我对本协议项下所有条款的履行将不会违反在我受雇于公司前签订的针对因信赖或信托关系掌握的专有信息而签订的其他任何保密协议。我没有签订，而且同意将来也不会签订任何与本协议相冲突的口头或书面协议。

(7) 仲裁和其他救济方式。

(a) 仲裁。我同意，因对本协议的任何解释、释义、履行或违约引起的或与之相关或有关的任何争议或纠纷，均应提交中国国际经济贸易仲裁委员会(“CIETAC”)通过仲裁解决。仲裁应按照当时适用的 CIETAC 仲裁规则在上海进行。如 CIETAC 允许，则仲裁应由三(3)名仲裁员主持。其中两名仲裁员由公司和我各选派一名；第三名仲裁员应由 CIETAC 指派或由公司和我一致选派。仲裁员可在该等争议或纠纷中签发禁止令或采取其他救济措施。仲裁裁决应为终局的，结论性的，且对仲裁双方均具约束力。为执行仲裁裁决之目的，任何有管辖权的法院均可就仲裁裁决作出判决。公司和我应对半分摊该等仲裁的仲裁费和开支，并且我们每一方应各自支付自己的律师费和开支。

(b) 其他救济方式。我同意，因违反本协议中的承诺而对公司造成的损失将可能是无法或无法充分衡量和计算的。因此，尽管有上述 7(a)的规定，我同意，如果我违反(或威胁违反)本协议，在其他任何可以行使的权利和救济以外，公司将有权(在适用法律允许的限度内)向有管辖权的法院申请救济，以阻止该等违反行为或威胁的违反行为，并使本协议下的任何该等条款能得到实际履行。

(8) 一般条款。

(a) 本协议的性质。我认可，我受雇于公司的条款和条件规定在我与公司之间另行签署的一份雇用合同中，本协议任一规定不得解释为赋予我成为公司雇员的任何权利。并且我进一步认识到，本协议是我和公司之间关于保密信息及知识产权内容的民事合同，本协议不应也不得理解为我和公司之间的劳动合同。

(b) 适用法律。本协议受中国相关知识产权法律，包括但不限于《专利法》、《著作权法》、《集成电路布图设计保护条例》、《计算机软件保护条例》及其他适用法律法规国际公约管辖。

(c) 完整协议。本协议构成公司和我对本合同标的的完整协议和理解，并取代双方之间以前所有的讨论。除非经承担义务一方的书面签署，任何对本协议的修改或添加，或对本协议项下任何权利的放弃均不产生效力。任何以后关于我工作职责、薪水或补偿金的变化均不影响本协议的有效性或范围。

(d) 弃权 and 可分割性。对本协议任何条款的违约行为的不追究并不构成或被视为对其他或今后任何违约的行为的不追究。如果本协议的任何条款被认为无效、失效或不能强制执行，则剩余的条款仍应具有完全的效力和有效性，在任何方面均不受影响或失效。

(e) 继任人和受让人。本协议对于我的继承人、指定执行遗嘱人、遗产管理人和其他的法定代表人均具有约束力，并为集团公司及其继任人和受让人的利益而订立。公司可将其在本协议项下的权利和义务转让给第三方。

(f) 本协议的适用。我特此同意，本协议第 1 和第 2 部分中规定的我的义务以及本协议中的“保密信息”和“发明”的定义应同等适用于我在签署本协议之前为公司所做的任何工作以及与之相关的任何保密信息和发明。

[本页以下部分特意留空]

本保密信息和发明转让协议于我开始受雇于公司之日起生效。

刘伟  
签名

刘伟  
雇员姓名 (打印或正楷)

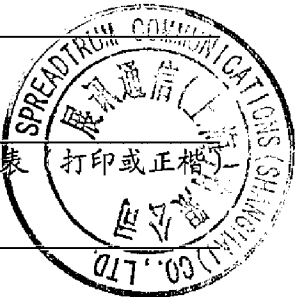
2012, 11.13  
日期

展讯通信(上海)有限公司(公章)

\_\_\_\_\_  
签名

\_\_\_\_\_  
公司授权代表 (打印或正楷)

\_\_\_\_\_  
日期



保密信息及发明转让协议(中国雇员)签字页

受雇前发明清单

名称                      日期                      识别号码或简要描述

\_\_\_\_\_ 没有发明或改良  
\_\_\_\_\_ 有另外的附加页  
雇员的签名: \_\_\_\_\_  
雇员姓名 (正楷) \_\_\_\_\_  
日期: \_\_\_\_\_

PATENT



**Confidential Information and Invention Assignment**  
**Agreement of Spreadtrum Communications (Shanghai) Co.,**  
**Ltd.**

This agreement, dated May 19, 2015, is signed between Spreadtrum Communications (Shanghai) Co., Ltd. ("corporation") (Address: Spreadtrum Center, Building No. 1, Lane 2288, Zuchongzhi Road, Zhang Jiang, Pudong District, Shanghai), a corporation established in accordance with the laws of the People's Republic of China ("China"), and Yanchao Xu (ID number: 371422198803166014, "I" for short hereinafter) on the basis of equality, voluntariness and negotiation.

In view of the fact that I participated in [including but not limited to] the corporation's projects and subsequent research and development of the projects ("project research and development"), and the project research and development is the corporation's task I performed, and the project research is implemented by fully utilizing the corporation's material and technical conditions. Therefore, I agree to the following terms of the agreement with the corporation regarding the corporation's confidential information and intellectual property rights.

**(1) Confidential Information**

(a) Corporation information. I agree that during my employment with the corporation and after the termination of the employment period, I will strictly hold confidential to confidential information of the corporation and its affiliated corporations (including but not limited to the corporation's parent corporation, subsidiaries, other corporations that the corporation invests in or holds shares, and the corporation's business partners, the corporation and its affiliated corporations are hereinafter referred to as the "group corporation"). Unless I have the permission of the group corporation, I will not use

confidential information, and I will not disclose to any individual, other corporations or other organizations any confidential information. I understand that "confidential information" refers to the proprietary or confidential information of the group corporation, its clients, customers or partners, and the group corporation's licensors, including but not limited to, technical data, trade secrets, research and development information, product planning, services, client lists and clients (including but not limited to group corporation clients that I contacted or gradually familiar with during the employment period), supplier lists and suppliers, software, development, invention, program, formula, technology, design, drawing, engineering management, hardware configuration information, personnel information, marketing, financial or other business information, the group corporation, its clients, customers or partners, and the group corporation's licensors, directly or indirectly disclosing to me in writing, orally, or in the form of drawings or observation data of parts or equipment, or I directly or indirectly obtaining from such parties in such ways.

(b) Corporation property. I understand that all documents (including computer records, faxes and e-mails) and materials related to my work or created, received or transmitted using the facilities of the group corporation belong to the group corporation's property, and these properties are under the surveillance of the group corporation at all times. When my employment relationship with the corporation ends (or when requested by the corporation at any other time), I will promptly hand over all the documents and materials related to my work in the corporation and provide written confirmation that I have complied with this agreement. After the termination of my employment period, under no circumstances shall I possess any property of the group corporation, or any documents or materials or copies containing confidential information.

(c) Former employer information. I affirm that there is no non-competitive agreement between my former employer and me, and I do not

assume any non-competitive obligations to my former employer. I agree that during my work for the corporation, I will not improperly use or disclose trade secrets of any other individuals or organizations or proprietary information of any former employers or other individuals or organizations for whom I have signed an agreement or have an obligation to keep the following information confidential. Unless with the written consent of such employers, individuals or organizations, I will not bring any unpublished documents or proprietary information belonging to such employers, individuals or organizations into the premises of the group corporation. If the group corporation's use of such proprietary information or trade secrets of others improperly used or disclosed by me results in any infringement or alleged infringement against a third party, and the group corporation suffers any infringement as a result or in connection with this requests, liabilities, damages and expenses, including reasonable attorney's fees and expenses incurred in resolving disputes, I agree to compensate the group corporation to prevent damage to the group corporation.

(d) Third party information. I agree that the group corporation has received and will receive the confidential or proprietary information of third parties from such third parties, and the group corporation is obliged to hold confidential to such information and can only use it for certain limited purposes. I agree to hold the strictest confidentiality of all such confidential or proprietary information and not disclose it to any individual, corporation or other organization. Unless it is within the necessary limits for my work for the corporation and in compliance with the agreement between the group corporation and the third party, this information is only used.

## **(2) Invention**

(a) Reserved and licensed inventions. I have listed, in Annex 1 of this agreement, all inventions, designs, original works with the right of authorship, programs, formulas, computer software programs, databases, integrated



circuit layout designs/mask works, developments, concepts, improvements or trade secrets (collectively referred to as "Pre-employment inventions") belonging to me that are related to the group corporation's plans or current business, products or research and development, have not been transferred to any member of the group corporation, and done by me before I was employed by the corporation. Otherwise, if there is no such attachment, I declare that there is no such pre-employment invention. I agree that I will not incorporate any pre-employment inventions into the products, programs or machinery of the group corporation. However, during my employment with the corporation, if I incorporate any pre-employment inventions that I own or have rights to into the products, programs or machinery of the group corporation, I declare that I have all the necessary rights, license and authorizations to use the pre-employment inventions in the current manner, and such use will not infringe any rights of any corporations, organizations or individuals; and in such cases, each member of the group corporation is hereby granted, and each member is entitled to the non-exclusive, license-free, sublicensable, assignable, irrevocable, permanent and worldwide license. They have the right to manufacture, make others manufacture, modify, use, sell and exploit such pre-employment inventions in other ways as being a part of such products, processes or machinery or for related purposes of such products, processes or machinery. If the group corporation uses, sublicenses, modifies, transfers or sells any of these pre-employment inventions and causes any infringement or alleged infringement against a third party, and the group corporation suffers any requests, liability, damages and expenses, including reasonable attorney fees and expenses incurred in resolving disputes, for this or in connection with this, I agree to compensate the group corporation to prevent damage to the group corporation.

(b) Disclosure and assignment of inventions.

(i) During my employment with the corporation (regardless of whether it is within working hours) and within twelve (12) months after the termination of the employment relationship with the corporation, regarding any and all inventions, designs, original works with the right of authorship, programs, formulas, computer software programs, databases, masked works, developments, concepts, improvements or trade secrets (collectively referred to as "inventions") related to the scope of my employment, or made, created, designed, invented, developed, put into application, or obtained in other forms using the resources of the group corporation in any way alone, in cooperation with others, or by others with my facilitation, regardless of whether a patent or registration can be applied in the People's Republic of China ("China") or anywhere else in the world in accordance with patent rights, circuit layout designs, copyrights or other laws, I should promptly notify the corporation in writing and disclose the details to it. If the performance is based on the consent of certain persons (including but not limited to any co-inventors), I shall notify them in time.

(ii) I agree that the corporation is entitled to absolute ownership, rights and interests of any and all inventions defined as "service inventions" or "service works" in accordance with "Patent Law", "Copyright Law", "Computer Software Protection Regulations", "Integrated Circuit Layout Design Protection Regulations" and other applicable laws and regulations of the People's Republic of China.

(iii) I hereby assign, to the corporation or its designated person, all inventions not belonging to "service inventions" or "service works" in accordance with "Patent Law", "Copyright Law", "Computer Software Protection Regulations", "Integrated Circuit Layout Design Protection Regulations" and other applicable laws and regulations of the People's Republic of China the People's Republic of China. I agree that the corporation should be the sole owner of all rights, ownership and rights in all

such inventions. If the aforementioned assignment of such inventions to the corporation is invalid for any reason, it is hereby granted to each member of the group corporation, each member is entitled to license-free, sublicensable, assignable, irrevocable, permanent, worldwide license, and they have the right to manufacture, make others manufacture, modify, use, sell and exploit such pre-employment inventions in other ways as being a part of such products, processes or machinery or for related purposes of such products, processes or machinery. At the same time, I hereby forever waive and agree to never claim any rights that I may have in any invention or regarding any invention, even after my employment relationship with the corporation ends, otherwise the corporation has the right to refuse to give me patent application awards and/or patent grant awards in accordance with the "Patent Management Regulations". If the corporation has already issued the aforementioned awards, the corporation has the right to request me to return the aforementioned bonuses in full.

(c) Record keeping. I agree to keep and maintain adequate and existing written records of all inventions. These records will be kept in the form of notes, sketches, drawings and any other forms designated by the corporation. These records will be open to the corporation at any time and are the corporation's exclusive property.

(d) Registration of rights. I agree to assist the corporation or its corresponding designated person to protect the corporation's rights to inventions in any and all countries through all legitimate means under the circumstance of the corporation's expense, and to further prove, register and improve my rights under this agreement of granting or assigning the invention to the corporation or its corresponding designated person, and of improving, acquiring, maintaining, enforcing and protecting any such grant or assignment. Such assistance includes disclosing all information and data related to the invention to the corporation, signing all applications, specifications, affidavits,

assignments, and all other documents the corporation believes to be necessary for applying or obtaining the rights, or for granting or assigning exclusive rights, property rights and benefits of such inventions to the corporation, its successors, assignees or designees. I further agree that within my ability, my obligation to sign or cause such documents to be signed will continue even after the termination of this agreement. If the corporation is unable to obtain my signature for any invention-related activities, including but not limited to application or application for registration of patent, copyright or other rights of any such invention in China or other countries, due to my mental or physical disability or any other reasons, I am hereby irrevocably assigning and appointing the corporation and its officially authorized senior staff and agent as my agent and licensor to sign and submit, on behalf of me, any documents, oaths and all other actions related to these inventions permitted by law. The above agency acts have the same legal efficacy and effect as my personal signature.

**(3) Conflicting employment.** I agree that during my employment with the corporation, I will not engage in duties, professions, consultants or other business activities related to the business that the group corporation is currently involved in or will be involved in during my employment. And, without the corporation's prior written consent, I will not conduct any other activities that conflict with my obligations to the corporation.

**(4) Notice to new employers.** In the event that I terminate my employment relationship with the corporation, I hereby agree that the corporation can notify my new employer of my rights and obligations under this agreement.

**(5) No persuade.** I agree that during my employment with the corporation and within the next twelve (12) months after the termination of the employment relationship with the corporation for any reasons, regardless of whether the termination of the employment relationship is due to cause, I will

not directly or indirectly induce, prompt, recruit or encourage any employee of the group corporation to leave, or take away or try to induce, prompt, recruit, encourage or take away the employees and / or any supplier, client or consultant of the group corporation whether for myself or for other individuals or organizations.

**(6) Statement.** I agree to sign any affidavits or verify any appropriate documents required to implement the terms of this agreement. I declare that my performance of all the terms under this agreement will not violate any other confidentiality agreement signed for the proprietary information held by trust or trust relationship before I was employed by the corporation. I have not signed, and I agree that I will not sign any oral or written agreement that conflicts with this agreement in the future.

**(7) Arbitration and other remedies.**

**(a) Arbitration.** I agree that any controversies or disputes arising from or related to any interpretation, paraphrase, performance or breach of this agreement shall be submitted to the Shanghai International Economic and Trade Arbitration Commission ("SHIAC") for settlement through arbitration. The arbitration shall be conducted in Shanghai in accordance with the applicable SHIAC arbitration rules. If permitted by SHIAC, the arbitration shall be presided over by three (3) arbitrators, where two arbitrators shall be selected by the corporation and me respectively, and the third arbitrator shall be appointed by SHIAC or selected by the corporation and me unanimously. The arbitrator may issue an injunction or take some other remedy in such controversies or disputes. The arbitration award shall be final, conclusive, and binding on both parties to the arbitration. For the purpose of enforcing the arbitration award, any court with jurisdiction can make a judgment on the arbitration award. The corporation and I shall share the arbitration fees and expenses in such arbitrations half-and-half, and each of us shall pay its own attorney fees and expenses.

(b) Some other means of relief. I agree that the losses caused to the corporation due to the violation of the commitments in this agreement may not or cannot be fully measured and calculated. Therefore, despite the provisions of 7(a) above, I agree that if I violate (or threaten to violate) this agreement, in addition to any other rights and remedies that can be exercised, the corporation will have the right (within the limits permitted by applicable laws) to apply for remedies to courts with jurisdiction to prevent such violations or threats of violations and enable any such clauses under this agreement to be actually performed.

**(8) General terms.**

(a) The nature of this agreement. I acknowledge that the terms and conditions of my employment with the corporation are in a separate employment agreement signed between the corporation and me, and any provision of this agreement shall not be interpreted as giving me any right to become an employee of the corporation. And I further realize that this agreement is a civil contract between the corporation and me regarding confidential information and intellectual property content. This agreement should not and shall not be understood as a labor contract between the corporation and me.

(b) Applicable laws. This agreement is governed by relevant Chinese intellectual property laws, including but not limited to the "Patent Law", "Copyright Law", "Integrated Circuit Layout Design Protection Regulations", "Computer Software Protection Regulations" and other applicable laws and regulations international conventions.

(c) Entire agreement. This agreement constitutes the complete agreement and understanding of the subject of this agreement between the corporation and me, and replaces all previous discussions between the two parties. Unless signed in writing by the party undertaking the obligation, any

modification or addition to this agreement, or waiver of any rights under this agreement will not be effective. Any future changes in my job responsibilities, salary or compensation will not affect the validity or scope of this agreement.

(d) Waiver and severability. Failure to pursue any breach of any clause of this agreement does not constitute or is not regarded as non-accountability for any other or future breaches. If any clause of this agreement is deemed invalid or unenforceable, the remaining clauses shall remain their full efficacy and effectiveness, and shall not be affected or invalidated in any respect.

(e) Successors and assignees. This agreement is binding on my heirs, designated executors, administrators and other legal representatives, and is concluded for the benefit of the group corporation and its successors and assignees. The corporation may assign its rights and obligations under this agreement to a third party.

(f) Application of this agreement. I hereby agree that my obligations set out in Section 1 and Section 2 of this agreement and the definitions of "confidential information" and "invention" in this agreement shall equally apply to any work I did for the corporation before signing this agreement and any confidential information and inventions related to it.

[The following part of this page is intentionally left blank]

This Confidential Information and Invention Assignment Agreement will take effect from the day I started to be employed by the corporation.

Signature Yanchao Xu

Employee name (print or block letters) Yanchao Xu

Date 2015.5.19

Spreadtrum Communications (Shanghai) Co., Ltd. (official seal)

Signature

Authorized representative of the corporation (print or block letters)

Date

**Signature Page of the Confidential Information and  
Invention Assignment Agreement (Chinese employees)**



**List of inventions before employment**

<u>Name</u>	<u>Date</u>	<u>Identification number or brief description</u>
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No invention or improvement

There is another additional page

Employee's signature    Yanchao Xu

Employee name (block letters)    Yanchao Xu

Date: 2015.5.19

展讯通信(上海)有限公司  
保密信息及发明转让协议

本保密信息及发明转让协议(“协议”)由展讯通信(上海)有限公司(地址:上海浦东张江祖冲之路2288弄展讯中心1号楼),一家依中华人民共和国(“中国”)法律组建存续的公司(“公司”),和徐彦超(身份证号码:371422198803166014 [护照号码: ],以下简称“我”),在平等自愿协商的基础上,

于2015年5月19日签订。

鉴于我参加了公司的[包括但不限于]项目及项目的后续研发(“项目研发”),而项目研发是我执行公司的任务,且项目研发是完全利用公司的物质技术条件。因此,我同意就公司的保密信息及知识产权与公司达成本协议条款如下:

(1) 保密信息

(a) 公司信息。我同意,在我受雇于公司期间以及雇用期限终止后对公司及公司的关联公司(包括但不限于公司的母公司、子公司、公司投资或持有股份的其他公司、公司的业务合作方,公司和关联公司以下称统称“集团公司”)的保密信息进行严格保密,除非得到集团公司的许可,我不使用保密信息,并且在未经集团公司书面同意的情况下,不向任何个人、其他公司或其他组织披露任何保密信息。我理解,“保密信息”指的是:集团公司、集团公司的客户、顾客或合作伙伴的、以及集团公司许可方的专有或保密信息,包括但不限于,由集团公司、集团公司的客户、顾客、或合作伙伴以及集团公司的许可方直接或间接以书面、口头或零部件或设备的图纸或观测数据的方式向我披露的、或我从该等各方直接或间接以该等方式取得的:技术数据、商业秘密、研发信息、产品规划、服务、客户名单和客户(包括但不限于,我在雇用期内所联系的或逐渐熟悉的集团公司客户)、供应商名单和供应商、软件、开发、发明、程序、配方、技术、设计、图纸、工程管理、硬件配置信息、人事信息、营销、财务或其他业务信息。

(b) 公司财产。我理解,与我工作有关或利用集团公司的设施创造的、

收到的或传送的所有文件（包括电脑记录、传真和电子邮件）和资料属于**集团公司**财产，这些财产在任何时候都处于**集团公司**的监控之下。当我与公司的雇用关系结束时（或在其他任何时间当**公司**要求时），我将及时交给**公司**与我在**公司**的工作相关的所有文件和资料，并提供我已遵守本协议的书面确认文件。在我雇用期限终止后，任何情况下都不得占有**集团公司**的任何财产，或含有**保密信息**的任何文件或资料或复印件。

(c) 前任雇主信息。我申明，我与前雇主之间不存在任何的不竞争约定，我对前雇主不承担任何的不竞争义务。我同意，在我为**公司**工作期间，我将不会不正当地使用或披露任何其他个人或组织的商业秘密或我已签署协议或有义务为其就以下信息保密的任何前任雇主或其他个人或组织的专有信息，并且除非经过该等雇主、个人或组织的书面同意，我不会将任何属于该等雇主、个人和组织的任何尚未发表的文件或专有信息带入**集团公司**的场所。如果由于**集团公司**使用该类由我不正当使用或披露的他人的专有信息或商业秘密而导致对第三方的任何侵权行为或声称的侵权行为，而使**集团公司**因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费和开支，我同意对**集团公司**作出赔偿，使其免受损害。

(d) 第三方信息。我认同，**集团公司**已经并且将来会从第三方收到该等第三方的保密或专有信息，而且**集团公司**有义务为该等信息保密，并且仅可将之用于某些限定的目的。我同意对所有该等保密或专有信息予以最严格的保密，不将其披露给任何个人、公司或其他组织机构；并且除非在我为**公司**完成工作的必要限度内并在符合**集团公司**与该第三方协议的条件才使用该等信息。

## (2) 发明

(a) 保留和许可的发明。我已经在本协议附件一列出了属于我所有的，与**集团公司**计划或当前的业务、产品或研发有关的，我没有在此转让给**集团公司**任一成员的，在我受雇于**公司**之前即由我作出的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密（合称“**受雇前发明**”）；否则，如果没有这样一个附件，我声明不存在该等**受雇前发明**。我同意我将不会把任何**受雇前发明**融入**集团公司**的产品、

程序或机械：但是，在我受雇于公司的期间内，如果我将任何自身拥有的或享有权益的受雇前发明融入集团公司的产品、程序或机械中，我声明：我拥有所有必要的权利、权限和授权，以按照当前使用的方式使用该等受雇前发明，并且该等使用将不会侵犯任一公司、组织或个人的任何权利；而且在该等情况下，特此授予集团公司的每一成员，且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等受雇前发明。如果因集团公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为，而使集团公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费及开支，我同意赔偿集团公司，使其免受损害。

**(b) 发明之披露和转让。**

(i) 我在受雇于公司期间（不论是否在工作时间之内）以及与公司的雇用关系终止后的十二（12）个月内，与我雇用工作范围相关的，或者以任何方式运用集团公司资源所单独、与他人合作或促成他人制造、创作、设计、发明、开发、投入应用或以其他形式获得的任何及所有发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、掩膜作品、开发、概念、改良或商业秘密（合称“发明”），不论其可否依据专利权、电路布局设计、著作权或其他法律在中华人民共和国（“中国”）或世界其他任何地方申请专利或注册，本人都应及时地以书面形式通知公司并向其披露详细内容。若该履行以某些人（包括但不限于任何合作发明者）的同意为前提，本人应及时通知他们。

(ii) 我同意公司对属于中华人民共和国《专利法》、《著作权法》、《计算机软件保护条例》、《集成电路布图设计保护条例》及其他适用法律法规中界定为“职务发明”或“职务作品”的任何所有发明均享有绝对的所有权、权利和利益。

(iii) 我特此将不属于中华人民共和国《专利法》、《著作权法》、《计算机软件保护条例》、《集成电路布图设计保护条例》及其他适用法律法规中界定为“职务发明”或“职务作品”的一切发明转让给公司或其指定的人。我认可，公司应为所有

该等发明的全部权利、所有权和权益之唯一所有权人。如果由于任何原因前述将该等发明转让予公司的行为无效，特此授予集团公司的每一成员，且该等每一成员均享有该等发明的免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为任何产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等发明。我在此同时永远地放弃和同意永远不主张自身在任何发明中或就任何发明所可能享有的任何权利，即使在我与公司的雇用关系结束后，否则公司有权拒绝依照《专利管理规范》向我发放专利申请奖和/或专利授予奖；公司已经发放前述奖项的，公司有权要求我全额返还前述奖金

(c) 记录的保存。我同意保存并维持充足和现有的有关所有发明的书面记录。这些记录将会以注释、草图、图纸以及公司指定的任何其他形式保存。这些记录将在任何时间对公司开放，且为公司独享的财产。

(d) 权利的注册。我同意协助公司或其相应指定人，在公司承担费用的情况下，通过所有的正当途径，保护公司在任何及所有国家对发明享有的权利，进一步证明、登记和完善我在本协议项下将发明授予或转让予公司或其相应指定人，并完善、取得、维护、强制执行和保护任何该等授予或转让的权利。这些协助包括向公司披露所有与发明相关的信息和数据，签署所有的申请书、说明书、宣誓书、转让书以及公司认为为了申请及取得该等权利或为了将有关该等发明的独享和排他的权利、产权及利益授予或转让给公司、它的继任人、受让人或指定人而必需的所有其他文件。我进一步同意，在我的能力范围内，我签署或促使该类文件被签署的义务即使在本协议终止后仍将继续。如果因我的精神或身体障碍或其他任何原因以致公司无法获取我的签名用以进行任何与发明相关的活动，包括但不限于申请或申请注册有关任何该等发明的任何在中国或其他国家注册的专利、著作权或其他权利，我在此不可撤销地指定和委派公司及其正式授权的高级职员和代理人作为我的代理人 and 授权人，代表并代替我去签署和递交任何文件、宣誓以及进行其他一切与该等发明相关的法律许可的行动，上述代理行为具有和我本人亲自签署相同的法律效力和效果。

(3) 相冲突的雇用。我同意，在我受雇于公司期间，我将不会从事与集团公

司目前涉足的或在我的雇用期间将会涉足的业务相关的职务、专业、顾问或其他业务活动。并且，在没有得到公司事先书面同意的情况下，我不会进行与我向公司承担的义务相抵触的任何其他活动。

(4) 对新雇主的通知。在我与公司解除雇用关系的情况下，我在此同意，公司可将我在本协议下的权利和义务通知我的新雇主。

(5) 不劝诱。我同意，在我受雇于公司期间内以及因为任何原因与公司的雇用关系终止后接下来的十二个(12)个月内，不论这种雇用关系的终止是否事出有因，我将不会直接或间接的引诱、促使、招募或鼓励集团公司的任何雇员离职，或是无论是为自己还是为其他个人或组织，带走，或试图引诱、促使、招募、鼓励或带走集团公司的雇员和/或集团公司的任何供应商、客户或顾问。

(6) 声明。我同意签署因执行本协议条款所要求的任何的宣誓书或验证任何适当的文件。我声明，我对本协议项下所有条款的履行将不会违反在我受雇于公司前签订的针对因信赖或信托关系掌握的专有信息而签订的其他任何保密协议。我没有签订，而且同意将来也不会签订任何与本协议相冲突的口头或书面协议。

(7) 仲裁和其他救济方式。

(a) 仲裁。我同意，因对本协议的任何解释、释义、履行或违约引起的或与之相关或有关的任何争议或纠纷，均应提交上海国际经济贸易仲裁委员会("SHIAC")通过仲裁解决。仲裁应按照当时适用的 SHIAC 仲裁规则在上海进行。如 SHIAC 允许，则仲裁应由三(3)名仲裁员主持。其中两名仲裁员由公司和我各选派一名；第三名仲裁员应由 SHIAC 指派或由公司和我一致选派。仲裁员可在该等争议或纠纷中签发禁止令或采取其他救济措施。仲裁裁决应为终局的，结论性的，且对仲裁双方均具约束力。为执行仲裁裁决之目的，任何有管辖权的法院均可就仲裁裁决作出判决。公司和我应对半分摊该等仲裁的仲裁费和开支，并且我们每一方应各自支付自己的律师费和开支。

(b) 其他救济方式。我同意，因违反本协议中的承诺而对公司造成的损失将可能是无法或无法充分衡量和计算的。因此，尽管有上述 7(a)的规定，我同

意，如果我违反（或威胁违反）本协议，在其他任何可以行使的权利和救济以外，公司将有权（在适用法律允许的限度内）向有管辖权的法院申请救济，以阻止该等违反行为或威胁的违反行为，并使本协议下的任何该等条款能得到实际履行。

**(8) 一般条款。**

**(a) 本协议的性质。** 我认可，我受雇于公司的条款和条件规定在我与公司之间另行签署的一份雇佣合同中，本协议任一规定不得解释为赋予我成为公司雇员的任何权利。并且我进一步认识到，本协议是我和公司之间关于保密信息及知识产权内容的民事合同，本协议不应也不得理解为我和公司之间的劳动合同。

**(b) 适用法律。** 本协议受中国相关知识产权法律，包括但不限于《专利法》、《著作权法》、《集成电路布图设计保护条例》、《计算机软件保护条例》及其他适用法律法规国际公约管辖。

**(c) 完整协议。** 本协议构成公司和我对本合同标的的完整协议和理解，并取代双方之间以前所有的讨论。除非经承担义务一方的书面签署，任何对本协议的修改或添加，或对本协议项下任何权利的放弃均不产生效力。任何以后关于我工作职责、薪水或补偿金的变化均不影响本协议的有效性或范围。

**(d) 弃权和可分割性。** 对本协议任何条款的违约行为的不追究并不构成或被视为对其他或今后任何违约的行为的不追究。如果本协议的任何条款被认为无效、失效或不能强制执行，则剩余的条款仍应具有完全的效力和有效性，在任何方面均不受影响或失效。

**(e) 继任人和受让人。** 本协议对于我的继承人、指定执行遗嘱人、遗产管理人和其他的法定代表人均具有约束力，并为集团公司及其继任人和受让人的利益而订立。公司可将其在本协议项下的权利和义务转让给第三方。

**(f) 本协议的适用。** 我特此同意，本协议第 1 和第 2 部分中规定的我的义务以及本协议中的“保密信息”和“发明”的定义应同等适用于我在签署本协议之前为公司所做的任何工作以及与之相关的任何保密信息和发明。

[本页以下部分特意留空]



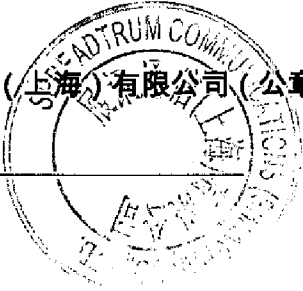
本保密信息和发明转让协议于我开始受雇于公司之日起生效。

徐彦超  
签名

徐彦超  
雇员姓名 (打印或正楷)

2015.5.19  
日期

展讯通信(上海)有限公司(公章)



签名

\_\_\_\_\_  
公司授权代表 (打印或正楷)

\_\_\_\_\_  
日期

保密信息及发明转让协议 (中国雇员) 签字页

受雇前发明清单

名称                      日期                      识别号码或简要描述



没有发明或改良  
 有另外的附加页  
雇员的签名：徐彦超  
雇员姓名（正楷）徐彦超  
日期：2015.5.19

11

**Confidential Information and Invention Assignment**  
**Agreement of Spreadtrum Communications(Shanghai) Co.,**  
**Ltd.**

This agreement, dated May 23, 2016, is signed between Spreadtrum Communications (Shanghai) Co., Ltd. ("corporation") (Address: Spreadtrum Center, Building No. 1, Lane 2288, Zuchongzhi Road, Zhang Jiang, Pudong District, Shanghai), a corporation established in accordance with the laws of the People's Republic of China ("China"), and Chinghwa Yu (Passport ID: 09191176, "I" for short hereinafter) on the basis of equality, voluntariness and negotiation.

In view of the fact that I participated in [including but not limited to] the corporation's projects and subsequent research and development of the projects ("project research and development"), and the project research and development is the corporation's task I performed, and the project research is implemented by fully utilizing the corporation's material and technical conditions. Therefore, I agree to the following terms of the agreement with the corporation regarding the corporation's confidential information and intellectual property rights.

**(1) Confidential Information**

(a) Corporation information. I agree that during my employment with the corporation and after the termination of the employment period, I will strictly hold confidential to confidential information of the corporation and its affiliated corporations (including but not limited to the corporation's parent corporation, subsidiaries, other corporations that the corporation invests in or holds shares, and the corporation's business partners, the corporation and its affiliated corporations are hereinafter referred to as the "group corporation"). Unless I have the permission of the group corporation, I will not

use confidential information, and I will not disclose to any individual, other corporations or other organizations any confidential information. I understand that "confidential information" refers to the proprietary or confidential information of the group corporation, its clients, customers or partners, and the group corporation's licensors, including but not limited to, technical data, trade secrets, research and development information, product planning, services, client lists and clients (including but not limited to group corporation clients that I contacted or gradually familiar with during the employment period), supplier lists and suppliers, software, development, invention, program, formula, technology, design, drawing, engineering management, hardware configuration information, personnel information, marketing, financial or other business information, the group corporation, its clients, customers or partners, and the group corporation's licensors, directly or indirectly disclosing to me in writing, orally, or in the form of drawings or observation data of parts or equipment, or I directly or indirectly obtaining from such parties in such ways.

(b) Corporation property. I understand that all documents (including computer records, faxes and e-mails) and materials related to my work or created, received or transmitted using the facilities of the group corporation belong to the group corporation's property, and these properties are under the surveillance of the group corporation at all times. When my employment relationship with the corporation ends (or when requested by the corporation at any other time), I will promptly hand over all the documents and materials related to my work in the corporation and provide written confirmation that I have complied with this agreement. After the termination of my employment period, under no circumstances shall I possess any property of the group corporation, or any documents or materials or copies containing confidential information.

(c) Former employer information. I affirm that there is no non-competitive agreement between my former employer and me, and I do not

assume any non-competitive obligations to my former employer. I agree that during my work for the corporation, I will not improperly use or disclose trade secrets of any other individuals or organizations or proprietary information of any former employers or other individuals or organizations for whom I have signed an agreement or have an obligation to keep the following information confidential. Unless with the written consent of such employers, individuals or organizations, I will not bring any unpublished documents or proprietary information belonging to such employers, individuals or organizations into the premises of the group corporation. If the group corporation's use of such proprietary information or trade secrets of others improperly used or disclosed by me results in any infringement or alleged infringement against a third party, and the group corporation suffers any infringement as a result or in connection with this requests, liabilities, damages and expenses, including reasonable attorney's fees and expenses incurred in resolving disputes, I agree to compensate the group corporation to prevent damage to the group corporation.

(d) Third party information. I agree that the group corporation has received and will receive the confidential or proprietary information of third parties from such third parties, and the group corporation is obliged to hold confidential to such information and can only use it for certain limited purposes. I agree to hold the strictest confidentiality of all such confidential or proprietary information and not disclose it to any individual, corporation or other organization. Unless it is within the necessary limits for my work for the corporation and in compliance with the agreement between the group corporation and the third party, this information is only used.

## **(2) Invention**

(a) Reserved and licensed inventions. I have listed, in Annex 1 of this agreement, all inventions, designs, original works with the right of authorship, programs, formulas, computer software programs, databases, integrated

circuit layout designs/mask works, developments, concepts, improvements or trade secrets (collectively referred to as "Pre-employment inventions") belonging to me that are related to the group corporation's plans or current business, products or research and development, have not been transferred to any member of the group corporation, and done by me before I was employed by the corporation. Otherwise, if there is no such attachment, I declare that there is no such pre-employment invention. I agree that I will not incorporate any pre-employment inventions into the products, programs or machinery of the group corporation. However, during my employment with the corporation, if I incorporate any pre-employment inventions that I own or have rights to into the products, programs or machinery of the group corporation, I declare that I have all the necessary rights, license and authorizations to use the pre-employment inventions in the current manner, and such use will not infringe any rights of any corporations, organizations or individuals; and in such cases, each member of the group corporation is hereby granted, and each member is entitled to the non-exclusive, license-free, sublicenseable, assignable, irrevocable, permanent and worldwide license. They have the right to manufacture, make others manufacture, modify, use, sell and exploit such pre-employment inventions in other ways as being a part of such products, processes or machinery or for related purposes of such products, processes or machinery. If the group corporation uses, sublicenses, modifies, transfers or sells any of these pre-employment inventions and causes any infringement or alleged infringement against a third party, and the group corporation suffers any requests, liability, damages and expenses, including reasonable attorney fees and expenses incurred in resolving disputes, for this or in connection with this, I agree to compensate the group corporation to prevent damage to the group corporation.

(b) Disclosure and assignment of inventions.

(i) During my employment with the corporation (regardless of whether it is within working hours) and within twelve (12) months after the termination of the employment relationship with the corporation, regarding any and all inventions, designs, original works with the right of authorship, programs, formulas, computer software programs, databases, masked works, developments, concepts, improvements or trade secrets (collectively referred to as "inventions") related to the scope of my employment, or made, created, designed, invented, developed, put into application, or obtained in other forms using the resources of the group corporation in any way alone, in cooperation with others, or by others with my facilitation, regardless of whether a patent or registration can be applied in the People's Republic of China ("China") or anywhere else in the world in accordance with patent rights, circuit layout designs, copyrights or other laws, I should promptly notify the corporation in writing and disclose the details to it. If the performance is based on the consent of certain persons (including but not limited to any co-inventors), I shall notify them in time.

(ii) I agree that the corporation is entitled to absolute ownership, rights and interests of any and all inventions defined as "service inventions" or "service works" in accordance with "Patent Law", "Copyright Law", "Computer Software Protection Regulations", "Integrated Circuit Layout Design Protection Regulations" and other applicable laws and regulations of the People's Republic of China.

(iii) I hereby assign, to the corporation or its designated person, all inventions not belonging to "service inventions" or "service works" in accordance with "Patent Law", "Copyright Law", "Computer Software Protection Regulations", "Integrated Circuit Layout Design Protection Regulations" and other applicable laws and regulations of the People's Republic of China the People's Republic of China. I agree that the corporation should be the sole owner of all rights, ownership and rights in all such



inventions. If the aforementioned assignment of such inventions to the corporation is invalid for any reason, it is hereby granted to each member of the group corporation, each member is entitled to license-free, sublicensable, assignable, irrevocable, permanent, worldwide license, and they have the right to manufacture, make others manufacture, modify, use, sell and exploit such pre-employment inventions in other ways as being a part of such products, processes or machinery or for related purposes of such products, processes or machinery. At the same time, I hereby forever waive and agree to never claim any rights that I may have in any invention or regarding any invention, even after my employment relationship with the corporation ends, otherwise the corporation has the right to refuse to give me patent application awards and/or patent grant awards in accordance with the "Patent Management Regulations". If the corporation has already issued the aforementioned awards, the corporation has the right to request me to return the aforementioned bonuses in full.

(c) Record keeping. I agree to keep and maintain adequate and existing written records of all inventions. These records will be kept in the form of notes, sketches, drawings and any other forms designated by the corporation. These records will be open to the corporation at any time and are the corporation's exclusive property.

(d) Registration of rights. I agree to assist the corporation or its corresponding designated person to protect the corporation's rights to inventions in any and all countries through all legitimate means under the circumstance of the corporation's expense, and to further prove, register and improve my rights under this agreement of granting or assigning the invention to the corporation or its corresponding designated person, and of improving, acquiring, maintaining, enforcing and protecting any such grantor assignment. Such assistance includes disclosing all information and data related to the invention to the corporation, signing all applications, specifications, affidavits,

assignments, and all other documents the corporation believes to be necessary for applying or obtaining the rights, or for granting or assigning exclusive rights, property rights and benefits of such inventions to the corporation, its successors, assignees or designees. I further agree that within my ability, my obligation to sign or cause such documents to be signed will continue even after the termination of this agreement. If the corporation is unable to obtain my signature for any invention-related activities, including but not limited to application or application for registration of patent, copyright or other rights of any such invention in China or other countries, due to my mental or physical disability or any other reasons, I am hereby irrevocably assigning and appointing the corporation and its officially authorized senior staff and agent as my agent and licensor to sign and submit, on behalf of me, any documents, oaths and all other actions related to these inventions permitted by law. The above agency acts have the same legal efficacy and effect as my personal signature.

**(3) Conflicting employment.** I agree that during my employment with the corporation, I will not engage in duties, professions, consultants or other business activities related to the business that the group corporation is currently involved in or will be involved in during my employment. And, without the corporation's prior written consent, I will not conduct any other activities that conflict with my obligations to the corporation.

**(4) Notice to new employers.** In the event that I terminate my employment relationship with the corporation, I hereby agree that the corporation can notify my new employer of my rights and obligations under this agreement.

**(5) No persuade.** I agree that during my employment with the corporation and within the next twelve (12) months after the termination of the employment relationship with the corporation for any reasons, regardless of whether the termination of the employment relationship is due to cause, I will not directly or indirectly induce, prompt, recruit or encourage any employee of the group

corporation to leave, or take away or try to induce, prompt, recruit, encourage or take away the employees and / or any supplier, client or consultant of the group corporation whether for myself or for other individuals or organizations.

**(6) Statement.** I agree to sign any affidavits or verify any appropriate documents required to implement the terms of this agreement. I declare that my performance of all the terms under this agreement will not violate any other confidentiality agreement signed for the proprietary information held by trust or trust relationship before I was employed by the corporation. I have not signed, and I agree that I will not sign any oral or written agreement that conflicts with this agreement in the future.

**(7) Dispute resolution.** Any disputes arising from or related to this agreement shall be submitted to the competent court in the place where the corporation is located.

**(8) General terms.**

**(a) The nature of this agreement.** I acknowledge that the terms and conditions of my employment with the corporation are in a separate employment agreement signed between the corporation and me, and any provision of this agreement shall not be interpreted as giving me any right to become an employee of the corporation. And I further realize that this agreement is a civil contract between the corporation and me regarding confidential information and intellectual property content. This agreement should not and shall not be understood as a labor contract between the corporation and me.

**(b) Applicable laws.** This agreement is governed by relevant Chinese intellectual property laws, including but not limited to the "Patent Law", "Copyright Law", "Integrated Circuit Layout Design Protection Regulations", "Computer Software Protection Regulations" and other applicable laws and regulations international conventions.

(c) Entire agreement. This agreement constitutes the complete agreement and understanding of the subject of this agreement between the corporation and me, and replaces all previous discussions between the two parties. Unless signed in writing by the party undertaking the obligation, any modification or addition to this agreement, or waiver of any rights under this agreement will not be effective. Any future changes in my job responsibilities, salary or compensation will not affect the validity or scope of this agreement.

(d) Waiver and severability. Failure to pursue any breach of any clause of this agreement does not constitute or is not regarded as non-accountability for any other or future breaches. If any clause of this agreement is deemed invalid or unenforceable, the remaining clauses shall remain their full efficacy and effectiveness, and shall not be affected or invalidated in any respect.

(e) Successors and assignees. This agreement is binding on my heirs, designated executors, administrators and other legal representatives, and is concluded for the benefit of the group corporation and its successors and assignees. The corporation may assign its rights and obligations under this agreement to a third party.

(f) Application of this agreement. I hereby agree that my obligations set out in Section 1 and Section 2 of this agreement and the definitions of "confidential information" and "invention" in this agreement shall equally apply to any work I did for the corporation before signing this agreement and any confidential information and inventions related to it.

[The following part of this page is intentionally left blank]

This Confidential Information and Invention Assignment Agreement will take effect from the day I started to be employed by the corporation.

Signature Chinghwa Yu

Employee name (print or block letters) Chinghwa Yu

Date 2016.5.23

Spreadtrum Communications (Shanghai) Co., Ltd. (official seal)

Signature

Authorized representative of the corporation (print or block letters)

Date

**Signature Page of the Confidential Information and  
Invention Assignment Agreement (Chinese employees)**

## List of inventions before employment

Name Date Identification number or brief description

\_\_\_\_\_ No invention or improvement

\_\_\_\_\_ There is another additional page

Employee's signature

Employee name (block letters)

Date:

展讯通信(上海)有限公司  
保密信息及发明转让协议

本保密信息及发明转让协议(“协议”)由展讯通信(上海)有限公司(地址:中国(上海)自由贸易试验区祖冲之路2288弄展讯中心1号楼),一家依中华人民共和国(“中国”)法律组建存续的公司(“公司”),和余庆幸(身份证号码: [护照号码: 09191176], 以下简称“我”),在平等自愿协商的基础上,于2016年5月23日签订。

鉴于我参加了公司的[包括但不限于]项目及项目的后续研发(“项目研发”),而项目研发是我执行公司的任务,且项目研发是完全利用公司的物质技术条件。因此,我同意就公司的保密信息及知识产权与公司达成本协议条款如下:

(1) 保密信息

(a) 公司信息。我同意,在我受雇于公司期间以及雇用期限终止后对公司及公司的关联公司(包括但不限于公司的母公司、子公司、公司投资或持有股份的其他公司、公司的业务合作方,公司和关联公司以下称统称“集团公司”)的保密信息进行严格保密,除非得到集团公司的许可,我不使用保密信息,并且在未经集团公司书面同意的情况下,不向任何个人、其他公司或其他组织披露任何保密信息。我理解,“保密信息”指的是:集团公司、集团公司的客户、顾客或合作伙伴的、以及集团公司许可方的专有或保密信息,包括但不限于,由集团公司、集团公司的客户、顾客、或合作伙伴以及集团公司的许可方直接或间接以书面、口头或零部件或设备的图纸或观测数据的方式向我披露的、或我从该等各方直接或间接以该等方式取得的:技术数据、商业秘密、研发信息、产品规划、服务、客户名单和客户(包括但不限于,我在雇用期内所联系的或逐渐熟悉的集团公司客户)、供应商名单和供应商、软件、开发、发明、程序、配方、技术、设计、图纸、工程管理、硬件配置信息、人事信息、营销、财务或其他业务信息。

(b) 公司财产。我理解,与我工作有关或利用集团公司的设施创造的、收到的或传送的所有文件(包括电脑记录、传真和电子邮件)和资料属于集团公司财产,这些财产在任何时候都处于集团公司的监控之下。当我与公司的雇用关系结束时(或在其他任何时间当公司要求时),我将及时交给公司与我在公司的工作相关的所有文件和资料,并提供我已遵守本协议的书面确认文件。在我雇用期限终止后,任何情况下都不得占有集团公司的任何财产,或含有保密信息的任何文件或资料或复印件。

(c) 前任雇主信息。我申明,我与前雇主之间不存在任何的不竞争约定,我对前雇主不承担任何的不竞争义务。我同意,在我为公司工作期间,我将不

会不正当地使用或披露任何其他个人或组织的商业秘密或我已签署协议或有义务为其就以下信息保密的任何前任雇主或其他个人或组织的专有信息，并且除非经过该等雇主、个人或组织的书面同意，我不会将任何属于该等雇主、个人和组织的任何尚未发表的文件或专有信息带入集团公司的场所。如果由于集团公司使用该等由我不正当使用或披露的他人的专有信息或商业秘密而导致对第三方的任何侵权行为或声称的侵权行为，而使集团公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费和开支，我同意对集团公司作出赔偿，使其免受损害。

(d) 第三方信息。我认同，集团公司已经并且将来会从第三方收到该等第三方的保密或专有信息，而且集团公司有义务为该等信息保密，并且仅可将之用于某些限定的目的。我同意对所有该等保密或专有信息予以最严格的保密，不将其披露给任何个人、公司或其他组织机构；并且除非在我为公司完成工作的必要限度内并在符合集团公司与该第三方协议的前提下才使用该等信息。

## (2) 发明

(a) 保留和许可的发明。我已经在本协议附件一列出了属于我所有的，与集团公司计划或当前的业务、产品或研发有关的，我没有在此转让给集团公司任一成员的，在我受雇于公司之前即由我作出的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密（合称“受雇前发明”）；否则，如果没有这样一个附件，我声明不存在该等受雇前发明。我同意我将不会把任何受雇前发明融入集团公司的产品、程序或机械；但是，在我受雇于公司的期间内，如果我将任何自身拥有的或享有权益的受雇前发明融入集团公司的产品、程序或机械中，我声明：我拥有所有必要的权利、权限和授权，以按照当前使用的方式使用该等受雇前发明，并且该等使用将不会侵犯任一公司、组织或个人的任何权利；而且在该等情况下，特此授予集团公司的每一成员，且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等受雇前发明。如果因集团公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为，而使集团公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费及开支，我同意赔偿集团公司，使其免受损害。

### (b) 发明之披露和转让。

(i) 我在受雇于公司期间（不论是否在工作时间之内）以及与公司的雇用关系终止后的十二（12）个月内，与我雇用工作范围相关的，或者以任何方式运用集团公司资源所单独、与他人合作或促成他人制造、创作、设计、发明、开发、投入应用或以其他形式获得的任何及所有发明、设计、具有署名权的原创作品、程序、



配方、电脑软件程序、数据库、掩膜作品、开发、概念、改良或商业秘密（合称“发明”），不论其可否依据专利权、电路布局设计、著作权或其他法律在中华人民共和国（“中国”）或世界其他任何地方申请专利或注册，本人都应及时地以书面形式通知公司并向其披露详细内容。若该履行以某些人（包括但不限于任何合作发明者）的同意为前提，本人应及时通知他们。

(ii) 我同意公司对属于中华人民共和国《专利法》、《著作权法》、《计算机软件保护条例》、《集成电路布图设计保护条例》及其他适用法律法规中界定为“职务发明”或“职务作品”的任何所有发明均享有绝对的所有权、权利和利益。

(iii) 我特此将不属于中华人民共和国《专利法》、《著作权法》、《计算机软件保护条例》、《集成电路布图设计保护条例》及其他适用法律法规中界定为“职务发明”或“职务作品”的一切发明转让给公司或其指定的人。我认可，公司应为所有该等发明的全部权利、所有权和权益之唯一所有权人。如果由于任何原因前述将该等发明转让予公司的行为无效，特此授予集团公司的每一成员，且该等每一成员均享有该等发明的免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为任何产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等发明。我在此同时永远地放弃和同意永远不主张自身在任何发明中或就任何发明所可能享有的任何权利，即使在我与公司的雇用关系结束后，否则公司有权拒绝依照《专利管理规范》向我发放专利申请奖和/或专利授予奖；公司已经发放前述奖项的，公司有权要求我全额返还前述奖金

(c) 记录的保存。我同意保存并维持充足和现有的有关所有发明的书面记录。这些记录将会以注释、草图、图纸以及公司指定的任何其他形式保存。这些记录将在任何时间对公司开放，且为公司独享的财产。

(d) 权利的注册。我同意协助公司或其相应指定人，在公司承担费用的情况下，通过所有的正当途径，保护公司在任何及所有国家对发明享有的权利，进一步证明、登记和完善我在本协议项下将发明授予或转让予公司或其相应指定人，并完善、取得、维护、强制执行和保护任何该等授予或转让的权利。这些协助包括向公司披露所有与发明相关的信息和数据，签署所有的申请书、说明书、宣誓书、转让书以及公司认为为了申请及取得该等权利或为了将有关该等发明的独享和排他的权利、产权及利益授予或转让给公司、它的继任人、受让人或指定人而必需的所有其他文件。我进一步同意，在我的能力范围内，我签署或促使该类文件被签署的义务即使在本协议终止后仍将继续。如果因我的精神或身体障碍或其他任何原因以致公司无法获取我的签名用以进行任何与发明相关的活动，包括但不限于申请或申请注册有关任何该等发明的任何在中国或其他国家注册的专利、著作权或其他权利，我在此不可撤销地指定和委派公司及其正式授权的高级职员和代理人作为我的代理人 and 授权人，代表并代替我去签署和递交任何文件、宣誓以及进行其他一切与该等发明相关的法律许可的行动，上述代理行为具有和我本人亲自签署相同的法律

效力和效果。

(3) 相冲突的雇用。我同意，在我受雇于公司期间，我将不会从事与集团公司目前涉足的或在我的雇用期间将会涉足的业务相关的职务、专业、顾问或其他业务活动。并且，在没有得到公司事先书面同意的情况下，我不会进行与我向公司承担的义务相抵触的任何其他活动。

(4) 对新雇主的通知。在我与公司解除雇用关系的情况下，我在此同意，公司可将我在本协议下的权利和义务通知我的新雇主。

(5) 不劝诱。我同意，在我受雇于公司期间内以及因为任何原因与公司的雇用关系终止后接下来的二十四(24)个月内，不论这种雇用关系的终止是否事出有因，我将不会直接或间接的引诱、促使、招募或鼓励集团公司的任何雇员离职，或是无论是为自己还是为其他个人或组织，带走，或试图引诱、促使、招募、鼓励或带走集团公司的雇员和/或集团公司的任何供应商、客户或顾问。

(6) 声明。我同意签署因执行本协议条款所要求的任何的宣誓书或验证任何适当的文件。我声明，我对本协议项下所有条款的履行将不会违反在我受雇于公司前签订的针对因信赖或信托关系掌握的专有信息而签订的其他任何保密协议。我没有签订，而且同意将来也不会签订任何与本协议相冲突的口头或书面协议。

#### (7) 争议解决

凡因本协议引起的或与本协议有关的任何争议，均应提交公司所在地有管辖权的法院管辖。

#### (8) 一般条款

(a) 本协议的性质。我认可，我受雇于公司的条款和条件规定在我与公司之间另行签署的一份雇用合同中，本协议任一规定不得解释为赋予我成为公司雇员的任何权利。并且我进一步认识到，本协议是我和公司之间关于保密信息及知识产权内容的民事合同，本协议不应也不得理解为我和公司之间的劳动合同。

(b) 适用法律。本协议受中国相关知识产权法律，包括但不限于《专利法》、《著作权法》、《集成电路布图设计保护条例》、《计算机软件保护条例》及其他适用法律法规国际公约管辖。

(c) 完整协议。本协议构成公司和我对本合同标的的完整协议和理解，并取代双方之间以前所有的讨论。除非经承担义务一方的书面签署，任何对本协议的修改或添加，或对本协议项下任何权利的放弃均不产生效力。任何以后关于我工作职责、薪水或补偿金的变化均不影响本协议的有效性或范围。

(d) 弃权 and 可分割性。对本协议任何条款的违约行为的不追究并不构成或被视为对其他或今后任何违约的行为的不追究。如果本协议的任何条款被认为无效、失效或不能强制执行，则剩余的条款仍应具有完全的效力和有效性，在任何方面均不受影响或失效。

(e) 继任人和受让人。本协议对于我的继承人、指定执行遗嘱人、遗产管理人和其他的法定代表人均具有约束力，并为集团公司及其继任人和受让人的利益而订立。公司可将其在本协议项下的权利和义务转让给第三方。

(f) 本协议的适用。我特此同意，本协议第 1 和第 2 部分中规定的我的义务以及本协议中的“保密信息”和“发明”的定义应同等适用于我在签署本协议之前为公司所做的任何工作以及与之相关的任何保密信息和发明。

[本页以下部分特意留空]

10/25/78



受雇前发明清单

名称

日期

识别号码或简要描述

\_\_\_\_\_ 没有发明或改良

\_\_\_\_\_ 有另外的附加页

雇员的签名: \_\_\_\_\_

雇员姓名 (正楷) \_\_\_\_\_

日期: \_\_\_\_\_

