

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6511597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YENHENG CHEN	03/15/2019
CHENGCHUNG LIN	03/15/2019
JANGSHEN LIN	04/10/2019
CHENGSTAR WU	03/15/2019
CHIHON HO	07/13/2020
RECEIVING PARTY DATA	
Name:	SJ SEMICONDUCTOR (JIANGYIN) CORPORATION
Street Address:	78 CHANGSHAN AVENUE
Internal Address:	HUAIYIN DISTRICT
City:	JIANGYIN CITY
State/Country:	CHINA
Postal Code:	214437
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16171054
CORRESPONDENCE DATA	
Fax Number:	(650)838-2001
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	ALSTON & BIRD LLP
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ATTORNEY DOCKET NUMBER:	066160-522696
NAME OF SUBMITTER:	EMILY Y. SHU
SIGNATURE:	/Emily Y. Shu/
DATE SIGNED:	01/22/2021

Total Attachments: 33

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DECLARATION AND ASSIGNMENT
FOR PATENT AND DESIGN APPLICATIONS

Title of Invention	Fan-Out Antenna Packaging Structure And Preparation Method Thereof
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As the below named inventor, I, hereinafter referred to as the undersigned, hereby declare that:

This declaration is directed to:

- ☐ the attached application, or
☒ United States Application or PCT International Application No., 16/171,054 filed on October 25, 2018;
☒ Claims priority to Chinese Application Nos. 2017110086731, filed October 25, 2017, and 201721385505X, filed October 25, 2017, all applications listed above being hereinafter referred to as the "application(s)";

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

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

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

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

Whereas, I have invented certain new and useful improvements in the application identified above; and

Whereas,

SJ Semiconductor (Jiangyin) Corporation
78 Changshan Avenue, Huaiyin District
JiangYin City, JiangSu Province
China

hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in the application identified above, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned has sold and assigned, and by these presents hereby sells and assigns, unto said assignee its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the invention identified above, including said application for United States Letters Patent, all divisional, renewal, substitute, continuation, nonprovisionals, continuation-in-parts, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, declarations, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may embody said inventions, and to testify in any proceedings relating to said inventions, patent applications, and/or Letters Patent.

This Assignment is deemed to be effective at least as early as the earliest priority date.

The undersigned hereby grant(s) an authorized representative of Assignee the power to insert in this Assignment the application number and filing date and any further identification that may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

LEGAL NAME OF INVENTORS:

<u>Yenheng CHEN</u>	(Signature)	Date: <u>2019 3/15</u>
Inventor: Yenheng CHEN		
<u>Chengshung LIN</u>	(Signature)	Date: <u>2019/03/15</u>
Inventor: Chengshung LIN		
<u>Jangshen LIN</u>	(Signature)	Date: <u>2019.4.10</u>
Inventor: Jangshen LIN		



Inventor: Chengtar WU

(Signature)

Date: 2019.12.15

Inventor: Chihon HO

(Signature)

Date: _____

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

Title of Invention	Fan-Out Antenna Packaging Structure And Preparation Method Thereof		
This statement is directed to:			
<input type="checkbox"/> The attached application,			
OR			
<input checked="" type="checkbox"/> United States application or PCT international application number <u>16/171,054</u> filed on <u>10/25/2018</u>			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Chihon Ho			
Residence (except for a deceased or legally incapacitated inventor):			
City	State	Country	
Jiangyin		CN	
Mailing Address (except for a deceased or legally incapacitated inventor):			
78 Changshan Avenue			
City	State	Zip	Country
Jiangyin		214437	CN
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.			
The above-identified application was made or authorized to be made by me.			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only).			
<input checked="" type="checkbox"/> Assignee,			
<input type="checkbox"/> Person to whom the inventor is under an obligation to assign,			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint inventor.			

[Page 1 of 2]

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

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

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

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

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

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

WARNING:

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

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: **Dong Cui** Date (Optional): **7/13/2020**

Signature: **APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:**

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

SJ Semiconductor(Jiangyin) Corporation

Applicant Name:

Title of Person Executing This Substitute Statement: **CEO, Executive Director**

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

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

City **Jiangyin** State Country **CN**

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)**78 Changshan Avenue**

City **Jiangyin** State Zip **214437** Country **CN**

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

Privacy Act Statement

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

劳动合同

甲方：中芯长电半导体（江阴）有限公司（以下简称：“甲方”）

法定代表人：崔东

注册地址：江苏省江阴市长山大道 78 号

经营地址：江苏省江阴市东盛西路 6 号 A8 楼

邮政编码：214437

联系电话：86-510-8608-8168

乙方：_____（以下简称：“乙方”）

身份证件编号（_____）_____

户籍地址：_____

居住地址：_____

邮政编码：_____

联系电话：_____

甲方为了满足企业经营发展的需要，决定聘用乙方为甲方的员工。甲、乙双方根据《中华人民共和国劳动法》和《中华人民共和国劳动合同法》及其相关法规的规定、本着自愿、平等、协商的原则，达成一致意向并签订本合同。甲、乙双方共同承诺：“遵守本合同所列的各条款规定，并确认本合同为双方解决劳动争议的基本依据”。

1.0 合同类型和合同期限

1.1 甲、乙双方共同协商，确定以下第 1.1.1 条款的合同形式作为本合同的约定期限：

1.1.1 本合同为固定期限：自 2018 年 10 月 22 日起，至 2021 年 10 月 21 日止。为期：3 年。

其中：试用期自 2018 年 10 月 22 日至 2019 年 4 月 21 日止，为期：6 个月。

1.1.2 本合同为无固定期限：自 / 年 / 月 / 日起，至国家法律、法规、行政规章及甲方规章制度规定的终止条件出现时即行终止。

其中：试用期自 / 年 / 月 / 日至 / 年 / 月 / 日止，为期：/ 个月。

1.1.3 本合同以实施项目或完成一定工作任务为期限：自 / 年 / 月 / 日起，至项目终止或完成工作任务时即行终止。项目完成或工作任务完成之日的约定，以该项目实施方案或工作任务的相关规定为依据。

1.2 本合同终止前一个月，甲、乙双方经过协商一致可以采用《劳动合同变更协议》的形式续签本合同。

2.0 工作内容和工作地点

2.1 乙方接受甲方提供的《聘用意向书》（附件一），并愿意接受在《聘用意向书》约定的职位和主要工作地点任职；

2.2 甲方可以根据甲方组织发展及变更和乙方任职能力及工作绩效，变更乙方的职位。乙方也可以依据个人发展及实际状况提出职位变更的要求。甲、乙双方达成职位变更意向，应当采用《劳动合同变更协议》的形式变更本合同相关条款的约定或重新签订《劳动合同》后才能实施职位变更。如果甲、乙双方未达成职位变更意向，必须继续履行本合同或协商解除本合同；

2.3 乙方已充分了解甲方提供的职位的工作内容与基本要求，承诺：“按照任职职位《职位描述》规定的岗位职责及甲方年度经营目标所分解至职位的管理/工作目标，在指定的工作场所内按时、按质、按量地达成岗位职责

和预期的管理/工作目标”。乙方如果没有实现上述承诺，愿意接受甲方依据甲方规章制度的规定和其本人的工作绩效实施工资扣减、职位变更及解除本合同；

2.4 乙方作为甲方聘用的员工，在本合同有效期内不得在工作时间内从事第二职业。

3.0 工作时间和休息休假

3.1 甲方按照国家相关法律规定，根据不同岗位的工作需求实行标准工作计时制或综合工时制或不定时工作制。

具体工作时间按甲方规定执行，乙方同意甲方的安排。

3.2 乙方享有国家法定的休假和甲方规定的年休假等有薪假期，具体执行按照甲方的休假管理制度执行。

3.3 甲方因工作需要安排乙方延长工作时间或休息日、法定假日加班的，乙方一般应服从甲方同意安排。甲方按照国家规定安排补休或支付加班期间的报酬，以保证乙方合法权益。乙方轮班轮到法定节假日工作的，按照相应工时制度的相关规定执行。

3.4 甲方不鼓励乙方自行加班。若乙方确实因为工作需要加班，需按公司规定的程序事先申请并经批准后才能实施加班。员工的加班按照实际加班时间计算，乙方出入甲方办公区域及规定工作地的考勤仅作为进出甲方的时间记录，不能作为员工要求支付加班费的依据。

3.5 有下列情形之一的，甲方延长工作时间不受劳动法第四十一条规定限制：

3.5.1 发生自然灾害、事故或其他原因，威胁劳动者生命健康和财产安全，需要紧急处理的；

3.5.2 生产设备、公共设施发生故障，影响生产和公共利益，必须及时抢修的；

3.5.3 法律、行政法规规定的其他情形。

4.0 劳动报酬与保险福利

4.1 乙方接受甲方提供的《聘用意向书》所约定的工资标准（包括各项补贴、津贴）以及福利标准，乙方实得工资、奖金等劳动报酬，视甲方的工资制度与薪酬标准及乙方的工作绩效进行核定与结算；

4.2 甲方按月核定与结算乙方的工资，甲方的计薪周期为日历月。即：“当月1日至当月底”。甲方约定在每月的最后一天，采用银行转账的方式支付乙方当月的实得工资，如遇法定假日、公司休息日等情况，则提前一天发放。但有以下情况发生时，实得工资支付将顺延到下一个发薪日：

4.2.1 乙方新报到日超过当月工资结算截止日；

4.2.2 乙方离职当日不能完成上月应发、应扣项目结算的。

4.3 乙方如果发生职位变更，其工资按变更后的职位重新确定职位工资标准，并以签订《劳动合同变更协议》形式进行约定后执行。法律另有规定的，以法定为准。

4.4 乙方承诺：“对于甲、乙双方约定的工资标准和实得工资（包含各类奖金、津贴、补贴等）以及期权等报酬负有保密的责任，不得向第三方（包括但不限于同事、朋友、同行等）泄露与传播。”乙方如果没有实现上述承诺，愿意接受甲方依据甲方规章制度的规定实施处罚（其中包括但不限于解除本合同）；

4.5 甲、乙双方须依法按时、足额缴纳各项社会保险费及住房公积金，乙方就个人的缴纳部分同意并授权委托由甲方实施代扣代缴。乙方养老、失业、医疗、生育、工伤保险以及住房公积金的申领，按照国家《社会保险法》以及缴费所在地的政府有关规定执行；

4.6 乙方同意并授权委托甲方依法实施个人所得税核定并从乙方的工资收入中进行个人所得税的代扣代缴。

5.0 劳动保护、劳动条件和职业危害防护

5.1 甲方应当依法建立和健全生产工艺流程、操作规程、作业规范与劳动安全卫生制度及其标准，为乙方提供符合国家规定的劳动条件及安全卫生的工作环境，并依照企业生产经营特点及有关规定为乙方提供劳动防护用品；

5.2 乙方已经知晓任职职位存在或潜在存在的职业危害因素，并已充分阅读和理解甲方提供的《职业危害因素告知书》的内容和签订了书面声明。乙方在任职期间必须严格遵守职位相关生产工艺流程、操作规程、作业规范和劳动安全卫生制度，严格按照要求穿戴劳动防护用品并做好职业危害的防范与自我保护；

5.3 甲方按照国家规定的劳动条件及安全卫生的以及女职工特殊保护规定,对乙方实施安全卫生培训,定期为乙方进行健康检查。乙方应当主动配合和积极完成;

5.4 乙方如果患病或非因工负伤,甲方应当按照国家关于停工医疗期的规定给予乙方医疗帮助和休假支持。

6.0 继续教育与职业培训

6.1 甲方将根据工作需要,定期或不定期地对乙方进行职业道德、规章制度、工作程序、专业技能、劳动安全卫生及有关规章制度的专业培训,提高乙方职业水准和职业技能。乙方应当自觉参加培训,严格遵守规章制度,服从管理。

6.2 乙方必须依据职位任职要求,实施自我的继续教育和任职资格的申报及考证;

6.3 乙方愿意与甲方签订《外出培训协议》并以必须服务期来获得甲方出资参加外部培训(包括但不限于境内或境外的进修、实习等)。乙方与甲方签订的《外出培训协议》作为本合同的一部分,与本合同具有同等法律效力。如果协议约定的服务期限长于本合同期限,则甲、乙双方可以续订本合同来确保协议约定的服务期履行或按照本合同的履行来核算履行协议约定的服务期。乙方如果没有履行完协议约定的服务期,采用现金补偿的办法来进行抵消。

7.0 规章制度和劳动纪律

7.1 甲、乙双方均必须严格遵守国家法律、法规以及企业/工作所在地政府相关政策的规定和遵从社会公德、职业道德的自我约束,自觉地维护对方的声誉和社会影响;

7.2 甲方可以依据国家法律法规和公司政策制订/变更各项管理规程以及执行标准,并通过培训/讲解、内部网站发布以及公告栏公告等方式告知及提醒乙方。除非乙方于发布之日或自收到更新信件或通知之日起三日内向甲方提出,否则视同乙方已充分了解并接受。

7.3 乙方知晓并接受甲方各项管理规程以及执行标准,服从甲方的工作安排和日常管理。同时,乙方必须严格保守甲方的商业秘密。如果违规而影响甲方的经营或造成甲方及他人伤害、损失的,甲方有权按国家和甲方相关管理规程以及执行标准的规定给予乙方纪律处分或经济处罚,直至解除劳动合同。同时,乙方必须承担相应法律责任并赔偿全部的经济损失;

8.0 发明创造所有权归属、机密信息保护及其它义务

8.1 为了保全甲方的发明创造权属及知识产权以及商业秘密,甲、乙双方共同签订并承诺:“严格遵守《发明创造权属及知识产权同意书》(附件二)、《机密信息保护及其它义务遵守同意书》(附件三)的约定;

8.2 乙方在甲方任职中如果涉及甲方商业秘密,乙方同意并签订甲方提供的《保密协议》、《竞业限制协议》。甲、乙双方签订的《保密协议》、《竞业限制协议》视为劳动合同的补充协议,与劳动合同具有同等法律效力。

8.3 乙方同意并承诺:“在本合同终止或解除时,签订《聘用关系终止承诺书》(附件四)。”乙方在签订本劳动合同时,已了解该《聘用关系终止承诺书》的所有内容及责任与义务。

9.0 本合同的解除

9.1 甲、乙双方协商一致的,可以解除本合同。

9.2 甲方有下列情形之一的,乙方可以即时解除本合同:

9.2.1 未按照本合同约定提供法定劳动保护或者劳动条件的;

9.2.2 未依法及时足额地支付劳动报酬的;

9.2.3 未依法为乙方缴纳社会保险的;

9.2.4 以欺诈、胁迫的手段,使乙方在违背真实意思的情况下订立或者变更本合同的;

9.2.5 以暴力、威胁或者非法限制人身自由的手段强迫乙方劳动的,或者违章指挥、强令冒险作业危及乙方人身安全的;

9.2.6 法律、行政法规规定的其他情形。

9.3 乙方有下列情形之一的,甲方可以无偿、即时解除本合同并依法办理退工手续:

9.3.1 乙方在试用期内被证明不符合甲方录用条件的,所谓试用期不符合录用条件包括但不限于:

- 9.3.1.1 乙方在试用期内迟到、早退超过 4 次或者有旷工行为的;
- 9.3.1.2 以欺诈、胁迫的手段 (其中包括但不限于: “隐瞒自己真实身份以及伪造身份证明; 隐瞒个人疾病史以及伪造《健康证明》、《体检证明》; 虚假推介/描述自己的职业经历、职业技能以及伪造职业资格证书、技能证书; 隐瞒自己受到以前任职企业行政处罚 (如: 记过、留用察看、开除、除名等)、被追究过劳动教养、拘役等刑事责任或负案在身等”, 使甲方在违背真实意思的情况下订立和签署本合同的;
- 9.3.1.3 患有传染性、精神性、不可治愈性及其他严重疾病以及被证实患有不适应半导体行业的病症 (由甲方指定医院出具证明);
- 9.3.1.4 不能按照职位职责完成相应的工作或经过绩效考核, 被认定为不合格的;
- 9.3.1.5 拒绝接受所属上司/主管交办任务或违反公司规章制度而被行政处分或缺乏团队精神, 无法与同事相处以及其他不符合职位要求的情形。例如: “态度粗暴、待人接物没有礼貌、行为举止令人感到不适的”。
- 9.3.2 乙方的用工手续不完备的 (包括但不限于: “没有提供甲方办理录用手续所需的乙方资料/凭证等”);
- 9.3.3 乙方在被甲方聘用为正式员工的同时与其他用人单位建立劳动关系, 对履行职位工作构成影响的或者经甲方提出而拒不改正的;
- 9.3.4 严重违反甲方的规章制度的;
- 9.3.5 严重失职或营私舞弊, 给甲方造成重大利益损害的;
- 9.3.6 被依法追究刑事责任或处以劳动教养以及行政拘留的;
- 9.3.7 法律法规规定的其它情形。
- 9.4 乙方在试用期内除适用于本合同 9.2 条款外提出辞职, 必须提前三日以书面形式通知甲方人力资源部门, 才能解除本合同;
- 9.5 乙方试用期满后、正式任职期间提出辞职, 必须提前三十日以书面形式通知甲方人力资源部门才能解除本合同;
- 9.6 乙方有下列情形之一的, 甲方提前三十日以书面形式通知乙方本人或者采用支付乙方一个月工资的形式代替预告期的, 可以解除本合同:
- 9.6.1 患病或者非因工负伤, 在规定的医疗期满后不能从事原职位工作且不愿变更职位或经过协商变更职位后仍无法胜任职位工作的;
- 9.6.2 不能胜任职位工作, 经过甲方培训后仍无法胜任职位工作的或经过协商变更职位后仍无法胜任新任职位工作的;
- 9.6.3 法律、行政法规规定的其他情形。
- 9.7 甲方不得解除劳动关系的情形, 按照《劳动合同法》的相关规定执行, 但符合本合同 9.3 条各项规定或因发生不可抗力等其它不得已事由的除外。
- 9.8 乙方必须按照甲方的管理规程以及执行标准结清与甲方的债权、债务并完成职位移交后, 才能被认定为解除劳动合同。
- 9.9 甲、乙双方解除劳动合同的经济补偿依照《中华人民共和国劳动合同法》和国家有关规定执行。
- 10.0 本合同的终止和续订**
- 10.1 本合同履行过程中有下列情形之一发生的, 本合同即行终止:
- 10.1.1 本合同期满的;
- 10.1.2 乙方达到法定退休年龄的;
- 10.1.3 乙方死亡或者被法定宣告失踪的;
- 10.1.4 甲方被依法宣告破产的;
- 10.1.5 甲方被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的;
- 10.1.6 法律、行政法规规定的其他情形。
- 10.2 甲、乙双方终止劳动合同及经济补偿依照《中华人民共和国劳动合同法》和国家有关规定执行。

10.3 甲、乙双方在符合本合同 10.1.1 条款条件下有意愿继续建立劳动关系的，乙方应于本合同终止前 30 天至甲方行政人力资源部续签下一期限的劳动合同。经甲方通知应续约而无故逾期未办续约手续的，视为乙方没有意愿与甲方延续劳动关系，本合同期满即行终止。

10.4 本合同期满，但符合《劳动合同法》第四十二条规定情形之一的，本合同应当顺延至相应情形消失时终止。

11.0 违反本合同应当承担的责任

11.1 甲、乙双方中任何一方故意或过失违反本合同，致使本合同不能履行或不能完全履行，并给另一方造成经济损失，应当依规定或者约定承担相应赔偿责任。

11.2 因法定不可抗力因素造成本合同不能履行或使其中一方受损，甲、乙双方可不承担违约责任。

11.3 乙方无论在本合同期限内外违反《服务期协议》、《保密协议》或者《竞业限制协议》的约定而发生违约责任的，乙方必须按照协议约定支付违约金。

11.4 本合同解除或终止后，乙方应依约离开甲方工作场所。甲方有权利要求乙方不得进入工作场所。乙方如不退出或滞留甲方工作场所之行为，不代表甲方默示或认可双方仍有劳动关系，如有后果由乙方承担。

12.0 双方约定的其它事项

12.1 乙方承诺：“用工相关身份及社会保险关系、户籍或常住通讯地址如有变更，将在五个工作日内向甲方的人力资源部门提供最新的真实有效的信息”。

12.2 甲方的《员工手册》、《奖惩制度》、《职业危害因素告知书》、职位、职级、工资、福利等调整或变更书、《外训协议》、《竞业限制协议》以及本合同的附件，均作为本合同的必要组成部分，与本合同具有同等法律效力。乙方承诺已经充分阅读并理解本合同及所有附件。

12.3 本合同如与国家法律、法规相抵触的，或者因法律、法规的变更而不一致的，以现行法律、法规规定为准。

12.4 本合同未尽事宜，甲、乙双方有约定的从其约定；甲、乙双方没有约定的，服从国家的法律、法规和甲方规章制度的规定。

13.0 争议处理

甲、乙双方因履行本合同发生争议的，应尽力协商解决。协商不成的，可向企业所在地劳动争议仲裁委员会申请仲裁。对裁决不服的，可向企业所在地人民法院提起诉讼。

14.0 附则

本合同经甲方盖章，乙方签字后即生效。本合同一式二份，双方各执一份，具有同等法律效力。

15.0 附件

15.1 附件一：《聘用意向书》

15.2 附件二：《发明创造权属及知识产权承诺书》

15.3 附件三：《机密信息保护及其它义务遵守承诺书》

15.4 附件四：《聘用关系终止承诺书》

(以下无正文)

甲方：中芯长电半导体（江阴）有限公司

乙方：_____

甲方授权委托代理人签名：_____

乙方签名：_____

签约日期：_____年____月____日

【附件二】

发明创造权属及知识产权同意书

1.0 发明创造

1.1 先前发明创造

本人承诺在接受中芯长电半导体（江阴）有限公司及其子公司、分公司（以下简称“公司”）聘用之时，以书面清单列出本人已经享有所有权的、且与公司目前及今后的业务、产品或研发相关的一切发明创造、原创作品、开发技术、改进方法以及商业秘密（统称：“先前发明”）；若无书面清单，则本人声明在此之前并无任何先前发明。若本人在任职期间，将属于本人所有或本人享有合法权益的先前发明加入公司的产品、工艺或机器中，则公司有权制造、修改、使用、授权、转授权或销售该含有本人先前发明的产品、工艺或机器。此权利不可撤销，不排他，且在全世界范围内可由公司永久享有。

1.2 在职期间的发明创造

本人保证在公司任职期间，根据中华人民共和国专利法及其它与知识产权相关的法律法规中对于职务发明创造和职务作品所做的定义，本人因履行职务行为（单独或与他人共同）完成的一切发明创造或其它智力成果的所有权及相关权益由公司完全享有。属于职务发明创造的，公司享有专利申请权，乙方应无条件协助甲方完成申请及取得专利权所需要的一切程序，并由甲方享有占有、使用、收益及处分权。

1.3 离职后的发明创造

本人在离职后一年内完成的，与下列公司业务有关的发明创造或其它智力成果，均属于公司所有。其中但不限于：

- 半导体产品的设计或改进；
- 半导体制造工艺或制造方法的设计、或创造、或改进；
- 半导体装置、设备、仪器、器件的设计、或创造、或改进；
- 在半导体产业及其相关科学领域，任何形式的智力成果（包括理论及实践）。

1.4 其它发明创造。

除上述发明创造外，对于与公司业务相关的其它发明创造，经本人与公司协商一致，自本人通知公司之日起三个月内，公司享有优先购买权，以便公司或其受托人取得本人的全部或部分权利。

2.0 记录的保存

本人以笔记、草图、图纸及公司指定的其它载体形式保存本人在任职期间（单独或与他人共同）完成的发明创造的所有书面记录。该些记录可由公司取用且视为公司永久性财产。

3.0 知识产权声明

本人承认并同意，公司对上述发明创造所衍生的知识产权具有完整的所有权。公司可以占有、使用、收益及处分上述知识产权。

本人理解公司将根据个人发明创造的贡献大小给予奖励，并尊重公司制定之奖励形式。

本人同意遵守中华人民共和国有关知识产权法律、法规及规章、公司制度及有关知识产权的相关规定，并做出如下承诺：

- 绝不侵占或侵犯任何第三人的知识产权；
- 未经履行合法手续不得非法使用他人的知识产权（包括资料、文件或任何与知识产权有关的智力成果）；
- 绝不抄袭、仿效、侵害、盗用第三人的专利权、商标专用权、著作权等知识产权。

本人已充分阅读并理解本同意书，鉴于本人与公司的聘用关系以及公司给予本人的经济利益（无论现在有的或将来可能有的），本人除同意及接受本同意书外，自愿承担因违反本同意书所产生之任何法律责任，并赔偿公司因此遭受的一切损失。

（以下无正文）

承诺者：_____

承诺日期：_____ 年 ____ 月 ____ 日

【附件三】

机密信息保护及其它义务遵守承诺书

1.0 机密信息

1.1 公司信息

本人承诺在任职期间及离职后对中芯长电半导体（江阴）有限公司及其子公司、分公司、关联企业、接任人或受让人（以下简称“公司”）的机密信息严格保密。除了保全公司利益外，未经公司经理级的主管书面授权，本人不得擅自使用任何机密信息（定义为：“本人因聘用关系所获得的、本公司拥有的或本公司从第三方或客户处获取的、以任何形式为载体的工艺、技术、设计、图纸、工程、产量、硬件构造信息、设备变更、定价、经营、财会状况、客户资料、专有信息、技术数据、商业秘密以及其它保密信息”），不得将任何机密信息泄露、告知、交付或转移给任何第三人或对外发表或出版，也不得私自带出公司之外。若因本人违背上述承诺，公司将按相关的规定给予相应处分；若给公司造成损失的，本人须承担赔偿责任，具体金额根据本人的责任大小以及给公司造成经济损失的程度予以确定。本人要求解除劳动合同的提前通知期为 1 个月，本人同意，公司有权在本人提出解除本合同后，采取相应的脱密措施。

1.2 前用人单位信息

本人承诺，在任职期间不得擅自使用或泄露任何先前用人单位、其它人员或单位的产业信息或商业秘密。未经前用人单位、其它人员或单位事先书面同意，本人不得将属于他方所有且未予公开的文件或专有信息带至本公司和/或集团所属其它成员处。若因本人违背上述承诺而引起法律争议，或导致第三方对公司和/或集团所属其它成员提起法律请求时，本人应赔偿公司和/或集团所属其它成员所受损失，且保证公司或集团所属其它成员最终无须承担由此产生的任何责任，包括律师费和诉讼费在内的所有相关费用。

1.3 第三方信息

对于公司已经或将要从第三方获知属于该第三方所有的机密信息，本人确知公司对此必须承担保密义务，且仅能在特定目的下使用该机密信息。无论在职期间或离职后，除因本人工作所需外，本人承诺对该机密信息或专有信息应严格保密，不得擅自使用或泄露给任何人、其它公司或企业知悉，且同意遵守（或不得违反）公司与该第三方的约定（包括第三方对本人违约时的直接诉权）。

2.0 竞业限制规定

2.1 竞业限制规定是指：在任职期间及由本人或公司方提出终止劳动关系之日起两年内，不论出于何种原因离职，未经公司事先的书面同意，本人不得：

- 在与公司业务相似或具有竞争性业务的公司担任合伙人、职员、顾问、主管、董事、经理、代理人或其它人员；
- 直接或间接地拥有、控制、购买、组建或准备组建与公司业务相似或具有竞争性业务的公司；
- 为与公司业务相似或具有竞争性的业务的公司进行建造、设计、融资、收益、租赁、经营、管理或提供咨询等。

2.2 本协议期内上述保证对本人在区域内所有业务行为具有约束力。“区域”即指：①中华人民共和国，②美国，③台湾地区，和④新加坡，⑤马来西亚，⑥韩国，⑦其它国家或地区；关于⑦所指区域，适用于公司在本人与公司聘用关系终止前从⑦所指国家或地区中取得的收益超过总收益至少 10% 的情况。

2.3 本人同意公司有权根据独立选择与决定，在本人离职后一定期间内，按月支付本人竞业禁止补偿金。补偿金金额为本人离职时的月基本工资 50%-100%，具体比例由公司根据本人的职级自行决定。如本人对补偿金数额有异议，须提供最高人民法院对半导体行业竞业禁止补偿金数额做出具体规定的判决或相关司法解释、行政规章。公司将根据本人提供的上述证明对补偿金数额做相应调整。但在本人未能提供上述证明的情况下，本人不得以对补偿金数额的合理性、合法性、公平性有异议或以其它理由为由，而不履行竞业禁止义务。

2.4 本人不得以赔偿公司现金的方式规避竞业禁止义务。如本人违反竞业禁止规定的，应当向公司返还已获得的

竞业禁止补偿金，并支付违约金及其它相应损失赔偿。其违约金数额为公司应向本人支付的竞业禁止补偿金总额的三倍，外加本人违约在竞争企业工作已获得的和/或可获得的全部收入，包括但不限于工资、津贴、奖金、签约金及其它收入。公司有权追究本人违反竞业禁止规定之法律责任。

2.5 虽有以上约定，如果公司在本人离职时并未书面承诺向本人支付任何竞业限制补偿金，本人并无任何权利请求公司一定要支付，且双方关于竞业限制的约定自动失效。

3.0 反挖角义务

本人承诺在公司无需支付任何费用的情况下，自本合同终止或解除之日起两年内，不论出于何种原因，不论是为个人或其它人员、单位的利益，均不得直接或间接地带走公司的任何客户、厂商，或以引诱、聘用、鼓励等方式使公司的任何员工离职，或将该等员工一并带出，或试图做出上述行为。否则，公司有权向本人提出违约或侵权赔偿诉讼，本人将承担一切法律责任并对公司遭受或将遭受的所有不利与损失加以赔偿。

4.0 归还公司文件义务

本人同意无论因何种原因离职时，都应立即将因职务行为所完成的，或属于公司或集团其它成员所有但由本人完成的一切设计、记录、数据、笔记、计划、清单、信件、说明书、图纸、草图、资料、设备及所有记载或含有公司相关技术、业务等秘密的笔记、图表、文字材料以及其它各种形式的资料归还、移交给公司，不得自行或通过任何第三方保留任何形式的正本、影印本、副本或抄本，并且于离职后仍然负有保密义务。本人保证在劳动合同期满或离职前须将上述资料及文件交还公司，结清与公司的债权债务并办理有关工作的交接手续，否则公司可依法追究本人的法律责任。

5.0 通知义务

5.1 本人有义务书面告知公司其离职后的去向，包括新用人单位信息。本人同意公司以通知形式告知新用人单位本人在本协议项下的权利和义务。

5.2 本人在加入新用人单位后 10 天内应书面告知公司其新用人单位之名称及地址，以便公司告知新用人单位关于本人在本协议项下的义务，但公司必将尊重本人的隐私权利。

(以下无正文)

承诺者: _____

承诺日期: 年 月 日

【附件四】

聘用关系终止承诺书

中芯长电半导体（江阴）有限公司：

本人郑重保证：

本人并未持有或未归还任何属于中芯长电半导体（江阴）有限公司及其子公司、分公司、关联企业、接任人或受让人（以下简称“公司”）所有的设计、档案、数据、笔记、报告、计划、清单、信件、说明书、图纸、设计图、工厂设备布局图、工艺流程、草图、资料、设备或其它文件、财产及其副本。

本人遵守经本人签订的“《发明创造权属及知识产权承诺书》和《机密信息保护及其它义务遵守承诺书》中所有条款的规定，包括这二份同意书所包含的任何由本人（单独或与他人共同合作）构思或完成的发明创造和享有著作权的原创作品。

本人保证，根据协议及本聘用关系终止证明的规定，本人于离职后：

- 1) 将对任何与产品、工艺、专有技术、设计、公式、开发或实验工作、计算机程序、数据库、其它原创作品、客户名单、经营计划、财务信息或其它与公司业务或其雇员、客户、顾问或受许可方相关的商业秘密、机密信息、数据、智能财产或其它机密/专有信息严格保密，无论该机密/专有信息是否属于公司所有或属于第三方所有而公司对此负有保密义务。对于属于第三方所有而公司负有保密义务的机密/专有信息，本人同意遵守（或不得违反）公司与该第三方的保密约定（包括同意该第三方为利益第三人，对本人违约时享有直接诉权）；
- 2) 不会将上述信息泄露给任何第三方或本人以后的雇主知晓；
- 3) 不会使用、申请、协助或鼓励任何第三方使用任何上述信息。

当公司在本人离职前书面要求本人履行竞业限制义务时，本人保证遵守经本人签订的“《发明创造权属及知识产权承诺书》和《机密信息保护及其它义务遵守承诺书》中所有条款的规定。自本人与公司劳动关系解除或终止（不论因任何原因）之日起一定期间内，经公司事先书面同意后，本人始得在与公司存在竞争关系或经营同类业务的用人单位：

- 1) 担任合伙人、雇员、顾问、主管、董事、经理、代理人、合作人、投资人或其它人员；
- 2) 直接或间接拥有、购买、组织或进行相关准备活动；
- 3) 建造、设计、融资、收益、租赁、经营、管理、投资、工作、提供咨询或承担其它职责。

如果公司并未在本人离职时以书面要求本人履行竞业限制义务，本人跟公司签订的所有跟竞业限制有关的条款自动失效。同时，本人也没有任何权利请求公司支付有关的竞业限制补偿金。

本人保证不会请求、劝诱、或鼓励公司的任何员工离职或予以招募。

本人同意：“若本人有违反上述声明的行为，本人依照《中华人民共和国劳动法》与《中华人民共和国劳动合同法》的相关规定向公司支付违约金。公司(或利益第三人)有权采取法律措施，追究本人和任何受益方的法律责任。
(以下无正文)

承诺者: _____

承诺日期: 年 月 日

Labor Contract

Party A: SMIC Changjiang Semiconductor (Jiangyin) Co., Ltd. (hereinafter referred to as "Party A")

Legal representative: Cui Dong

Registered address: 78 Changshan Avenue, Jiangyin City, Jiangsu Province

Address: A8 Floor, No. 6 Dongsheng West Road, Jiangyin City, Jiangsu Province

Zip Code: 214437

Phone: 86-510-8608-8168

Party B: _____ (hereinafter referred to as: "Party B")

ID number

Residence address:

Residential Address:

Postal code:

contact number:

乙方: 何志军 (以下简称: "乙方")
身份证件编号: _____
户籍地址: 台南市仁德区上崙一街82号29号
居住地址: _____
邮政编码: 717
联系电话: +886-982137025

In order to meet the needs of the company's business development, Party A decided to hire Party B as its employee. Both parties A and B have reached an agreement and signed this contract in accordance with the provisions of the Labor Law of the People's Republic of China and the Labor Contract Law of the People's Republic of China and their related regulations, in accordance with the principles of voluntariness, equality, and negotiation. Both parties A and B have jointly promised: "To abide by the provisions of this contract and confirm that this contract is the basic basis for both parties to resolve labor disputes."

1.0 Contract Type and Contract Duration

1.1 Both parties A and B have negotiated to determine the following contract form of clause 1.1.1 as the agreed period of this contract:

1.1.1 This contract is for a fixed period: from October 22, 2018 to October 21, 2021. Duration: 3 years.

Among them: the trial period runs from October 22, 2018 to April 21, 2019, and the duration is: 6 months.

1.1.2 This contract has no fixed term: from / year / month / day, it will be terminated when the termination conditions stipulated by national laws, regulations, administrative regulations and Party A's rules and regulations appear.

Among them: the trial period starts from / year / month / day to / year / month / day and lasts for: / month.

1.1.1 本合同为固定期限: 自 2016 年 10 月 10 日起, 至 2019 年 10 月 9 日止, 为期: 三年。
其中: 试用期自 2016 年 10 月 10 日至 2017 年 4 月 9 日止, 为期: 六个月。

1.1.2 本合同为无固定期限: 自 / 年 / 月 / 日起, 至国家法律、法规、行政规章及甲方规章制度规定的终止条件出现时即行终止。
其中: 试用期自 / 年 / 月 / 日至 / 年 / 月 / 日止, 为期: / 个月。

1.1.3 The term of this contract is to implement the project or complete a certain task: from / year / month / day, it will be terminated when the project is terminated or the task is completed. The agreement on the day when the project is completed or the task completed is based on the relevant provisions of the project implementation plan or task.

1.2 One month before the termination of this contract, both parties A and B may renew this contract in the form of a "Labor Contract Change Agreement" after reaching consensus.

2.0 work content and work place

2.1 Party B accepts the Letter of Intent of Employment (Annex I) provided by Party A, and is willing to accept the post and the main work place agreed in the Letter of Intent of Employment;

2.2 Party A may change Party B's position according to Party A's organizational development and changes, and Party B's ability and performance. Party B can also make a request for a change of position based on personal development and actual conditions. Both parties A and B have reached the intention to change positions, and should adopt the form of the "Labor Contract Change Agreement" to change the relevant provisions of this contract or re-sign the "Labor Contract" before implementing the position change. If Party A and Party B do not reach the intention to change positions, they must continue to perform this contract or negotiate to terminate this contract;

2.3 Party B has fully understood the job content and basic requirements of the positions provided by Party A, and promised: "According to the job responsibilities specified in the "Job Description" of the job position and Party A's annual business goals, the management / work goals of the positions are divided into Achieve job responsibilities and expected management / work goals on time, quality and quantity in the workplace. " If Party B fails to realize the above commitments, Party B is willing to accept Party A's salary deductions, job changes and termination of this contract in accordance with Party A's rules and regulations and its own work performance;

2.4 Party B as an employee hired by Party A shall not engage in the second occupation during working hours during the validity period of this contract.

3.0 Working hours and breaks

3.1 Party A implements the standard working time system, comprehensive working time system or irregular working system according to the relevant national laws and regulations, according to the work needs of different positions. The specific working hours shall be implemented in accordance with the provisions of Party A, and Party B shall agree with Party A's arrangements.

3.2 Party B is entitled to paid vacations such as the legally mandated vacations and annual vacations stipulated by Party A. The specific implementation shall be in accordance with Party A's vacation management system.

3.3 If Party A needs to arrange Party B to extend the working hours or rest days or overtime on legal holidays due to work requirements, Party B shall generally obey Party A's agreement to arrange. Party A arranges compensatory rest or pays for overtime in accordance with state regulations to ensure Party B's legitimate rights and interests. If Party B works on statutory holidays, it shall be carried out in accordance with the relevant regulations of the corresponding working hours system.

3.4 Party A does not encourage Party B to work overtime on its own. If Party B does need to work overtime due to work, it must apply in advance and be approved according to the company's procedures before implementing overtime. The overtime of the employee is calculated based on the actual overtime hours. The attendance of Party B in and out of Party A's office area and the specified work place is only used as the time record of entering and leaving Party A, and cannot be used as the basis for the employee to pay overtime.

3.5 Under any of the following circumstances, Party A's extension of working hours is not restricted by Article 41 of the Labor Law:

3.5.1 The occurrence of natural disasters, accidents, or other reasons that threaten the life and health of workers and the safety of property, and requires emergency treatment;

3.5.2 The production equipment and public facilities fail, which affects production and public interests and must be repaired in a timely manner;

3.5.3 Other circumstances stipulated by laws and administrative regulations.

4.0 Labor compensation and insurance benefits

4.1 Party B accepts the salary standards (including various subsidies and allowances) and welfare standards stipulated in the Letter of Intent of Employment provided by Party A, Party B's actual wages, bonuses and other labor remuneration, depending on Party A's salary system and salary standards and Party B's Verification and settlement of work performance;

4.2 Party A verifies and settles Party B's salary on a monthly basis. Party A's pay cycle is calendar month. That is: "1st of the current month to the end of the current month." Party A agrees to pay Party B's actual salary for the month on the last day of each month by bank transfer. In case of national holidays and company rest days, it will be paid one day in advance. However, take-home pay will be postponed to the next payday when:

4.2.1 The new registration date of Party B exceeds the monthly wage settlement deadline;

4.2.2 On the day of Party B's departure, Party B could not complete the settlement and deduction of items that were due last month.

4.3 If Party B has a change of position, his salary shall be re-determined based on the changed position and shall be implemented after signing the "Labor Contract Change Agreement". Where otherwise provided by law, the law shall prevail.

4.4 Party B promises: "Party A and Party B shall be held responsible for maintaining the confidentiality of wages and actual wages (including various bonuses, allowances, subsidies, etc.) as well as remuneration such as options. Friends, colleagues, etc.) leaked and disseminated. "Party B is willing to accept Party A's penalties (including but not limited to termination of this contract) in accordance with Party A's rules and regulations if it has not fulfilled the aforementioned commitments;

4.5 Both parties A and B must pay the various social insurance premiums and housing provident funds in full and on time in accordance with the law. Party B agrees and authorizes the commission of the withholding and payment by Party A for the individual payment part. Party B's application for endowment, unemployment, medical treatment, maternity, work injury insurance and housing provident fund shall be implemented in accordance with the State's "Social Insurance Law" and relevant government regulations in the place where the payment is made;

4.6 Party B agrees and authorizes to entrust Party A with the implementation of the personal income tax verification and withholding and payment of personal income tax from Party B's salary income.

5.0 Labor protection, labor conditions and occupational hazard protection

5.1 Party A shall establish and improve the production process, operating procedures, operating specifications and labor safety and health systems and standards in accordance with the law, provide Party B with labor conditions and a safe and hygienic working environment in accordance with national regulations, and in accordance with the characteristics of the company's production and operation and related Provide labor protection supplies for Party B;

5.2 Party B has been aware of the occupational hazards existing or potential in the position, and has fully read and understood the content of the "Notification of Occupational Hazards" provided by Party A and signed a written statement. Party B must strictly abide by the relevant production process, operating procedures, operating specifications and labor safety and health systems during his term of office, wear labor protection articles in strict accordance with the requirements, and do a good job of prevention and self-protection of occupational hazards;

5.3 Party A shall implement Party B's safety and health training and conduct regular health inspections for Party B in accordance with the labor conditions and safety and health regulations stipulated by the state and the special protection regulations for female employees. Party B shall actively cooperate and actively complete;

5.4 If Party B is ill or injured at work, Party A shall provide Party B with medical assistance and leave support in accordance with the state's regulations on the medical period of suspension of work.

6.0 Continuing Education and Vocational Training

6.1 Party A will provide Party B with professional training on professional ethics, rules and regulations, work procedures, professional skills, labor safety and health, and related rules and regulations to improve Party B's professional standards and professional skills. Party B should consciously participate in training, strictly abide by rules and regulations, and obey management.

6.2 Party B must implement self-continuing education and the application and verification of qualifications according to the requirements of the post;

6.3 Party B is willing to sign the "Outgoing Training Agreement" with Party A and obtain Party A's funding to participate in external training (including but not limited to domestic or overseas training, internship, etc.) with a required service period. As part of this contract, the "Outgoing Training Agreement" signed by Party B and Party A has the same legal effect as this contract. If the service period agreed in the agreement is longer than the term of this contract, both parties A and B can renew this contract to ensure the performance of the service period agreed in the agreement or calculate the performance of the service period agreed in the agreement in accordance with the performance of this contract. If Party B has not fulfilled the service period agreed in the agreement, it shall be offset by cash compensation.

7.0 Regulations and labor discipline

7.1 Both parties A and B must strictly abide by national laws, regulations and relevant government policies of the company / work place, and abide by the self-restraint of social morality and professional ethics, and consciously maintain the reputation and social influence of the other party;

7.2 Party A may formulate / change various management procedures and implementation standards in accordance with national laws and regulations and company policies, and notify and remind Party B through training / explanation, internal website release, and bulletin board announcements. Unless Party B submits to Party A on the date of publication or within three days from the date of receiving the updated letter or notification, it is deemed that Party B has fully understood and accepted.

7.3 Party B is aware of and accepts Party A's management procedures and implementation standards, and obeys Party A's work arrangements and daily management. At the same time, Party B must strictly keep Party A's business secrets. If the violation affects Party A's operation or causes Party A and others to be injured or lost, Party A has the right to subject Party B to disciplinary sanctions or economic punishment in accordance with the relevant national and Party A management regulations and implementation standards until the labor contract is terminated. At the same time, Party B must bear the corresponding legal liabilities and compensate all economic losses;

8.0 Ownership of Inventions and Creations, Protection of Confidential Information and Other Obligations

8.1 In order to protect Party A's invention and creation rights, intellectual property rights and trade secrets, both parties A and B have signed and promised: "Strictly abide by the" Agreement on Invention and Creation Rights and Intellectual Property Rights "(Annex 2)," Confidential Information Protection and Other obligations comply with the agreement (Appendix III);

8.2 If Party B is involved in Party A's business secrets during Party A's appointment, Party B agrees and signs the Confidentiality Agreement and Competition Restriction Agreement provided by Party A. The Confidentiality Agreement and the Agreement on Restriction on Business Competition signed by Party A

and Party B are regarded as the supplementary agreement of the labor contract and have the same legal effect as the labor contract.

8.3 Party B agrees and promises: "At the termination or termination of this contract, sign the "Term of Employment Termination Commitment "(Annex 4)." When Party B signs this labor contract, he has understood all the contents of the "Term of Employment Termination Commitment". And responsibilities and obligations.

9.0 Cancellation of this contract

9.1 If both parties A and B reach consensus, this contract may be terminated.

9.2 If Party A has any of the following circumstances, Party B may terminate this contract immediately:

9.2.1 Failure to provide legal labor protection or labor conditions in accordance with this contract;

9.2.2 Failure to pay labor compensation in time or in full according to law;

9.2.3 Failure to pay social insurance for Party B according to law;

9.2.4 By means of fraud and coercion, causing Party B to conclude or change this contract against the true intention;

9.2.5 Forced Party B to work by means of violence, threats or illegal restrictions on personal freedom, or illegally commanding or forcing risky operations to endanger Party B's personal safety;

9.2.6 Other circumstances stipulated by laws and administrative regulations.

9.3 If Party B has any of the following circumstances, Party A may terminate this contract without compensation and immediately handle the withdrawal procedure according to law:

9.3.1 If Party B proves to be inconsistent with Party A's employment conditions during the probation period, the so-called probationary period does not meet the employment conditions including but not limited to:

9.3.1.1 Party B is late, leaves early more than 4 times or absenteeism during the probation period;

9.3.1.2 By means of fraud and coercion (including but not limited to: "concealing your true identity and falsifying your identity certificate; concealing your personal illness history and falsifying the" health certificate "and" physical examination certificate "; falsely recommending / describing your professional experience , Vocational skills, and forged vocational qualification certificates and skills certificates; concealing themselves from administrative penalties of previously employed companies (such as: remembering, retaining inspections, firing, delisting, etc.), being held accountable for criminal liability such as reeducation through labor, detention, or being in criminal possession etc. , Causing Party A to conclude and sign this contract against the true intentions;

9.3.1.3 Suffering from infectious, mental, incurable and other serious diseases and diseases that are proved not suitable for the semiconductor industry (certified by Party A's designated hospital);

9.3.1.4 Those who are unable to complete the corresponding work according to the job responsibilities or have been evaluated for performance, are deemed to be unqualified;

9.3.1.5 Refusal to accept the task assigned by their supervisor / supervisor or violate the company's rules and regulations and be administratively punished or lack of team spirit, unable to get along with colleagues and other situations that do not meet the job requirements. For example: "Rough attitude, rude manners, and uncomfortable behavior."

9.3.2 Party B's incomplete employment procedures (including but not limited to: "the Party B did not provide Party B's information / certificates, etc." required for the recruitment process);

9.3.3 When Party B is hired by Party A as a formal employee, it also establishes labor relations with other employers, which affects the performance of the job or

9.3.4 Serious violations of Party A's rules and regulations;

9.3.5 Serious dereliction of duty or malpractice for personal gain, causing significant harm to Party A;

9.3.6 Being investigated for criminal responsibility or sentenced to reeducation through labor and administrative detention according to law;

9.3.7 Other situations required by laws and regulations

9.4 Party B resigns during the probation period in addition to the provisions of 9.2 of this contract, and must notify Party A's human resources department in writing three days in advance in order to terminate this contract;

9.5 After the expiry of the probation period and during the official tenure of office, Party B shall resign, and must notify Party A's human resources department in written form 30 days in advance in order to terminate this contract;

9.6 If Party B has any of the following circumstances, Party A may terminate the contract by notifying Party B in writing 30 days in advance or by paying Party B one month's wages instead of the notice period:

9.6.1 Sick or non-work-related injuries, who cannot work in the original position after the prescribed medical period expires and are unwilling to change the position or cannot change the position after consultation to change the position;

9.6.2 Incompetent positions, incapable of working in positions after Party A training, or incapable of working in new positions after changing positions through negotiation;

9.6.3 Other circumstances stipulated by laws and administrative regulations.

9.7 Circumstances in which Party A is not allowed to terminate the labor relationship shall be implemented in accordance with the relevant provisions of the Labor Contract Law, except for those that comply with the provisions of Article 9.3 of this contract or other forceful causes such as force majeure.

9.8 Party B must be settled in accordance with Party A's management regulations and implementation standards to settle claims and debts with Party A and complete the transfer of posts before it can be deemed to terminate the labor contract.

9.9 The economic compensation for the termination of the labor contract between Party A and Party B shall be implemented in accordance with the Labor Contract Law of the People's Republic of China and relevant state regulations.

10.0 Termination and renewal of this contract

10.1 If one of the following situations occurs during the performance of this contract, this contract shall be terminated immediately:

10.1.1 The contract expires;

10.1.2 Party B has reached the legal retirement age;

10.1.3 Party B died or was declared missing by law;

10.1.4 Party A is declared bankrupt according to law;

10.1.5 Party A has its business license revoked, ordered to be closed, cancelled or Party A decides to dissolve in advance;

10.1.6 Other circumstances stipulated by laws and administrative regulations.

10.2 The termination of labor contract and economic compensation by Party A and Party B shall be implemented in accordance with the Labor Contract Law of the People's Republic of China and relevant state regulations.

10.3 If both parties A and B are willing to continue to establish a labor relationship under the conditions of 10.1.1 of this contract, Party B shall renew the labor contract of the next term to Party A's administrative human resources department 30 days before the termination of this contract. If Party A notices that the contract should be renewed and the contract is not overdue for no reason, it shall be deemed that Party B has no intention to continue the labor relationship with Party A, and the contract shall be terminated upon expiry.

10.4 If this contract expires but meets one of the circumstances stipulated in Article 42 of the Labor Contract Law, this contract shall be renewed until the corresponding situation disappears.

11.0 Liability for breach of this contract

11.1 Any one of Party A and Party B intentionally or negligently violates this contract, which makes this contract unfulfillable or incomplete, and causes economic losses to the other party, and shall bear corresponding compensation liabilities in accordance with regulations or agreements.

11.2 Due to statutory force majeure, this contract cannot be performed or one of the parties is damaged. Both parties A and B may not be liable for breach of contract.

11.3 If Party B violates the terms of the Service Term Agreement, the Confidentiality Agreement, or the Competition Restriction Agreement within or outside the term of this contract and breach of contract liability occurs, Party B must pay breach of contract damages in accordance with the agreement.

11.4 After the contract is terminated or terminated, Party B shall leave Party A's workplace in accordance with the contract. Party A has the right to require Party B not to enter the workplace. If

Party B does not withdraw or stay in Party A's workplace, it does not mean that Party A implied or acknowledged that the two parties still have a labor relationship, and Party B shall bear the consequences.

12.0 Other matters agreed by both parties

12.1 Party B promises: "If the employment-related status and social insurance relationship, household registration or resident correspondence address is changed, it will provide Party A's human resources department with the latest truthful and effective information within five working days."

12.2 Party A's Employee Handbook, Reward and Punishment System, Notification of Occupational Hazardous Factors, Posts, Ranks, Wages, Benefits and Other Adjustments or Changes, External Training Agreement, Competition Restriction Agreement, and this contract The annexes are the necessary parts of this contract and have the same legal effect as this contract. Party B promises that it has fully read and understood this contract and all attachments.

12.3 If this contract conflicts with national laws and regulations, or is inconsistent due to changes in laws and regulations, the current laws and regulations shall prevail.

12.4 For matters not covered in this contract, both Party A and Party B shall agree to their agreement; if Party A and Party B do not agree, they shall obey the laws, regulations and rules of Party A.

13.0 Dispute Resolution

If any dispute arises between Party A and Party B due to the performance of this contract, they shall try their best to resolve the dispute. If the negotiation fails, an arbitration can be applied to the labor dispute arbitration commission where the enterprise is located. If they are not satisfied with the ruling, they may file a lawsuit in the people's court where the enterprise is located.

14.0 Supplementary Provisions

This contract is sealed by Party A and becomes effective after Party B signs it. This contract is made in duplicate, each party holds one copy, and has the same legal effect.

15.0 Attachments

15.1 Annex I: "Intent of Employment"

15.2 Annex II: Letter of Commitment on Intellectual Property Rights and Intellectual Property

15.3 Annex III: "Protection of Confidential Information Protection and Other Obligations"

15.4 Attachment IV: "Term of Commitment on Termination of Employment Relationship"

Party A: SMIC Changjiang Semiconductor (Jiangyin) Co., Ltd. Party B:

Signature of authorized agent of Party A: Signature of Party B:

Signing date: year month day

甲方：中芯长阳半导体（江阴）有限公司

甲方授权委托代理人签名：



乙方：

乙方姓名：

签约日期：2016年10月10日

(No text below)

{Annex II}

Consent for Invention Ownership and Intellectual Property

1.0 Inventions

1.1 Previous inventions

I undertake that when accepting the employment of SMIC Semiconductor (Jiangyin) Co., Ltd. and its subsidiaries and branches (hereinafter referred to as the "Company"), I shall list in writing a list of those I have enjoyed and which are in All inventions, original works, development techniques, improvements, and trade secrets related to business, products, or research and development (collectively: "previous inventions"); if there is no written list, I declare that there were no previous inventions before that. If during my tenure of office, a prior invention that is owned by me or I have a legal right is added to the company's product, process or machine, the company has the right to manufacture, modify, use, authorize, sub-authorize or sell the product that contains my previous invention. Product, process or machine. This right is irrevocable, non-exclusive and is permanently enjoyable by the company worldwide.

1.2 Inventions during your employment

I guarantee that during my tenure at the company, in accordance with the definitions of work inventions and work in the Patent Law of the People's Republic of China and other laws and regulations related to intellectual property rights, everything I have accomplished as a result of performing my duties (alone or jointly with others) Ownership and related rights of inventions or other intellectual achievements are fully enjoyed by the company. In the case of service inventions, the company has the right to apply for patents. Party B shall assist Party A in unconditionally completing all the procedures required for application and obtaining patent rights, and Party A shall have the right to possess, use, gain and dispose of.

1.3 Inventions after leaving

The inventions or other intellectual achievements related to the business of the following companies, which I completed within one year after leaving, belong to the company. Among them, but not limited to:

- ☒ Design or improvement of semiconductor products;
- ☒ Design, creation or improvement of semiconductor manufacturing processes or methods;
- ☒ Design, creation, or improvement of semiconductor devices, equipment, instruments, and devices;
- ☒ Intellectual achievements in any form (including theory and practice) in the semiconductor industry and related scientific fields.

1.4 Other inventions.

In addition to the above-mentioned inventions, for other inventions related to the company's business, after I have agreed with the company, within three months from the date I notify the company, the

company has the right of first refusal so that the company or its assignees can obtain their own All or part of the rights.

2.0 Record keeping

I keep all written records of my inventions created during my tenure (alone or in conjunction with others) in the form of notes, sketches, drawings and other carriers designated by the company. These records are available to the company and are considered permanent property of the company.

3.0 Intellectual Property Statement

I acknowledge and agree that the company has complete ownership of the intellectual property rights derived from the above inventions. The company can possess, use, gain and dispose of the above intellectual property rights.

I understand that the company will give rewards based on the contribution of individual inventions and creations, and respect the form of rewards formulated by the company.

I agree to abide by the relevant intellectual property laws, regulations and rules of the People's Republic of China, the company system and relevant intellectual property related provisions, and make the following commitments:

☒ Never infringe or infringe the intellectual property rights of any third party;

☒ Do not illegally use the intellectual property rights of others (including materials, documents or any intellectual property related to intellectual property rights) without fulfilling legal formalities;

☒ Never plagiarize, imitate, infringe, or duplicate third party patents, trademark exclusive rights, copyrights and other intellectual property rights.

I have fully read and understood this consent. In view of my employment relationship with the company and the economic benefits the company has given me (whether present or possible in the future), in addition to agreeing and accepting this consent, I voluntarily assume responsibility for violations. Any legal liability arising from this consent form and compensate the company for all losses suffered as a result.

Promise:

Commitment date: year month day

簽署者: 何志強

承诺日期: 2016 年 10 月 10 日

(No text below)

[Annex III]

Confidential Information Protection and Other Obligations

1.0 Confidential Information

1.1 Company Information

I promise to keep confidential the confidential information of SMIC Changjiang Semiconductor (Jiangyin) Co., Ltd. and its subsidiaries, branches, affiliates, successors or assigns (hereinafter referred to as the "Company") during and after my employment. Except for the protection of the company's interests, I must not use any confidential information (defined as: "I obtained because of the employment relationship, owned by the company or obtained by the company from a third party or customer without the written authorization of the company's manager Technology, technology, design, drawing, engineering, production, hardware construction information, equipment changes, pricing, operation, accounting status, customer information, proprietary information, technical data, trade secrets and other confidential information in any form"), Shall not disclose, inform, deliver or transfer any confidential information to any third party or publish or publish it externally, or take it out of the company without permission. If I violate the above promise, the company will give corresponding punishment according to relevant regulations; if it causes losses to the company, I must bear the liability for compensation, and the specific amount is determined according to the size of my liability and the degree of economic loss to the company. The advance notice period for my request to terminate the labor contract is one month. I agree that the company has the right to take corresponding declassification measures after I propose to terminate this contract.

1.2 Information of former employers

I promise not to use or disclose any industry information or trade secrets of any previous employer, other personnel or units during my tenure. Without the prior written consent of the former employer, other personnel, or unit, I shall not bring to the company and / or other members of the group any documents or proprietary information that are owned by other parties and not disclosed. If a legal dispute arises due to my breach of the above commitments, or if a third party makes a legal request to the company and / or other members of the group, I shall compensate the company and / or other members of the group for the losses, and guarantee that the company or group belongs to The other members are ultimately not responsible for any resulting liabilities, including all related costs including attorneys' fees and litigation fees.

1.3 Third Party Information

I know that the company has or will know from a third party confidential information that belongs to the third party. I know that the company must assume confidentiality obligations and can only use the confidential information for specific purposes. Regardless of the period of employment or after leaving the company, except for the needs of my work, I promise to keep the confidential or proprietary information strictly confidential, not to use or leak it to anyone, other companies or enterprises, and agree to abide by (or not to Violation) The agreement between the company and the third party (including the third party's right of direct action in case of breach of contract).

2.0 Competition restrictions

2.1 The restriction on competition means that during the period of employment and within two years from the date of termination of the labor relationship by myself or the company, no matter what the reason is, I must not: without the company's prior written consent:

☐ As a partner, employee, consultant, supervisor, director, manager, agent or other person in a company similar to or having a competitive business with the company's business;

☐ Directly or indirectly own, control, purchase, form or prepare to form a company that is similar to or competitive with the company's business;

☐ Construction, design, financing, revenue, leasing, operation, management or consulting for companies with similar or competitive businesses.

2.2 The above guarantee during the agreement period is binding on all my business activities in the region. "Region" means: ① the People's Republic of China, ② the United States, ③ the Taiwan region, and ④ Singapore, (5) Malaysia, (6) South Korea, (7) other countries; The situation where the company's income from the country or region referred to in (7) exceeds the total income by at least 10% before the termination of the employment relationship between the company and the company.

2.3 I agree that the company has the right to pay, on a monthly basis, independent compensation and compensation, based on independent choices and decisions, within a certain period of time after my departure. The amount of compensation is 50% to 100% of the monthly basic salary at the time of departure, and the specific proportion is determined by the company according to its own rank. If I have any objection to the amount of compensation, I must provide the Supreme People's Court with a specific judgment or related judicial interpretation and administrative regulations on the amount of compensation forbidden for competition in the semiconductor industry. The company will make corresponding adjustments to the amount of compensation based on the above-mentioned certification provided by me. However, in the case that I fail to provide the above-mentioned certification, I must not disagree with the reasonableness, legality, fairness of the compensation amount or other reasons, and fail to perform the obligation to prohibit competition.

2.4 I must not evade the prohibition against competition by compensating the company's cash. If I violate the prohibition of competition, I shall return the compensation for competition prohibition that I have obtained, and pay the penalty and other corresponding losses. The amount of liquidated damages is three times the total amount of compensation for competition prohibition that the company should pay to me, plus all the income that I have obtained and / or can obtain from working in a competing enterprise in breach of contract, including but not limited to wages, allowances, bonuses, Signing fees and other income. The company has the right to pursue its legal responsibility for violating the prohibition on competition.

2.5 Notwithstanding the foregoing, if the company did not promise in writing to pay any compensation for competition restrictions when I left my job, I do not have any right to request the company to pay, and the agreement on competition restrictions between the two parties automatically lapses.

3.0 Anti-cut corner obligations

I promise that, without paying any fees, the company shall not take it away, directly or indirectly, for two years from the date of termination or termination of this contract, for any reason, whether it is for

the benefit of an individual or other person or unit Any company's customers, manufacturers, or any employee of the company are induced, hired, encouraged, etc. to leave the company, or bring them together, or attempt to do the above. Otherwise, the company has the right to file a lawsuit for breach of contract or tort compensation with me, and I will bear all legal liabilities and compensate all the disadvantages and losses suffered or to be suffered by the company.

4.0 Obligation to Return Company Documents

I agree that when I leave my company for whatever reason, I shall immediately complete all designs, records, data, notes, plans, lists, letters, and instructions that have been completed as a result of my duties or belong to other members of the company or the group but have been completed by me. , Drawings, sketches, materials, equipment and all notes, diagrams, text materials and other various forms of records that contain or contain the company's related technology, business and other secrets, and other forms of materials are returned or transferred to the company, and no form shall be retained by itself or through any third party Originals, photocopies, copies or transcripts, and shall remain liable for confidentiality after leaving office. I guarantee that the above materials and documents must be returned to the company before the expiry of the labor contract or leaving the company, settling the creditor's rights and debts with the company and handling the relevant work transfer procedures, otherwise the company can pursue my legal liability according to law.

5.0 Notification Obligation

5.1 I am obliged to inform the company in writing of whereabouts after leaving the company, including information about the new employer. I agree that the company informs the new employer of its rights and obligations under this agreement by notification.

5.2 I should inform the company of the name and address of the new employer in writing within 10 days after joining the new employer so that the company can inform the new employer of my obligations under this agreement, but the company will respect my privacy rights.

Promise:

Commitment date: year month day

承诺者: 何志豪

承诺日期: 2016年10月10日

(No text below)

[Annex 4]

Employment Agreement Termination Commitment

Semiconductor Manufacturing Company (Jiangyin) Co., Ltd.:

I solemnly guarantee:

I do not hold or return any designs, files, Data, notes, reports, plans, checklists, letters, instructions, drawings, design drawings, plant layouts, processes, sketches, information, equipment or other documents, property and copies thereof.

I abide by all the provisions of the "Commitment on Ownership and Creation of Intellectual Property Rights and Intellectual Property Rights" and the "Commitment on the Protection of Confidential Information and Other Obligations" signed by me, including any consent contained in these two consent forms (Inventions and original works conceived or completed, alone or in cooperation with others).

I guarantee that, in accordance with the agreement and the termination certificate, I will, after leaving office:

1) For any product, process, know-how, design, formula, development or experimental work, computer program, database, other original works, customer list, business plan, financial information or other business with the company or its employees, customers, Consultants or licensees related to trade secrets, confidential information, data, smart property or other confidential / proprietary information is strictly confidential, regardless of whether the confidential / proprietary information is owned by the company or owned by a third party and the company has Confidentiality. For confidential / proprietary information that belongs to a third party and the company has a duty of confidentiality, I agree to abide by (or not to violate) the confidentiality agreement between the company and the third party (including agreeing that the third party is a third party of interest and breaching the contract to me) Enjoy the right of direct action);

2) The above information will not be disclosed to any third party or my future employer;

3) Will not use, apply, assist or encourage any third party to use any of the above information.

When the company asks me in writing to fulfill the obligation to restrict competition, I promise to abide by all the terms in the "Commitment on Ownership of Invention and Creation and Intellectual Property Rights" and "Protection on Confidential Information Protection and Other Obligations Compliance Agreement" signed by me Within a certain period of time from the date when my labor relationship with the company is terminated or terminated (for any reason), and after the company's prior written consent, I can start an employer that competes with the company or operates similar businesses:

1) Act as a partner, employee, consultant, supervisor, director, manager, agent, partner, investor or other person;

2) directly or indirectly own, purchase, organize or carry out related preparation activities;

3) Construction, design, financing, revenue, lease, operation, management, investment, work, provision of consulting or other responsibilities.

If the company does not require me to fulfill the obligation to restrict competition in writing when I leave, all terms related to the competition restriction signed by me and the company will automatically lapse. At the same time, I do not have any right to request the company to pay the relevant compensation for competition restrictions.

I guarantee that I will not solicit, induce, or encourage any employee of the company to leave or recruit.

I agree: "If I violate the above statement, I shall pay liquidated damages to the company in accordance with the relevant provisions of the Labor Law of the People's Republic of China and the Labor Contract Law of the People's Republic of China. The company (or a third party of interest) has the right Take legal measures to investigate the legal responsibilities of myself and any beneficiaries.

Promise:

Commitment date: year month day

承诺人: 何志磊
承诺日期: 2016年 10月 10日

(No text below)