

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6589919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONG REN	03/01/2016
RECEIVING PARTY DATA	
Name:	HANGZHOU KUAIDI SCIENCE AND TECHNOLOGY CO., LTD.
Street Address:	ROOM 1601, 16F, NO. 96 HUA XING ROAD, XIHU DISTRICT
City:	HANGZHOU
State/Country:	CHINA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16750010
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	19175283802
Email:	docketing@metis-ip.com
Correspondent Name:	YANGZHOU DU
Address Line 1:	PO BOX 423
Address Line 4:	MCLEAN, VIRGINIA 22101
ATTORNEY DOCKET NUMBER:	20615-0024US01
NAME OF SUBMITTER:	YANGZHOU DU
SIGNATURE:	/Yangzhou Du/
DATE SIGNED:	03/09/2021
Total Attachments: 17	
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CERTIFICATION

This is to certify that the attached English translation is, to my best knowledge, a true and accurate translation of the Internship Agreement, Non-Disclosure and Intellectual Property Attribution Agreement.

Respectfully submitted,

Date: 20/6/01/08

By: Bing ZHAO

Employee No.: D04247

Labor Contract

Party A: Hangzhou Kuaidi Science and Technology Co., Ltd.
Party B: Ren Cong
Signed on: March 01, 2016

Pursuant to the *Labor Law of the People's Republic of China* and Labor Contract Law of the *People's Republic of China* as well as relevant laws and regulations, Party A and Party B hereto have reached an agreement based on free wills and equal consultations; by executing the current Labor Contract, the parties agree to abide by the terms and conditions hereunder.

Employer (Party A): Hangzhou Kuaidi Science and Technology Co., Ltd.

Legal representative (chief principal) or entrusted agent: Cheng Wei

Company address: Room 836, Huaxing Technology Mansion, No. 477, Wensan Road, Xihu District, Hangzhou

Employee (Party B): Ren Cong Gender: Male

ID card No.: 370883198812057219

Current residential address: 402, Unit 1, Building 41, Zhenghua Community, Xihu District, Hangzhou, Zhejiang

Registered residence Liaocheng, Shandong Postal code: 273500

Personal E-mail: rencongchina@163.com

Contact information: 13821905819

IMPORTANT STATEMENT:

Party A and Party B hereby state that, both parties guarantee that all information herein respectively provided to the other party before signing the current Labor Contract and related to the performance of the current Labor Contract is real and effective, with no fake, fraudulent and intentionally concealed content. If the part of the aforesaid information from either party is false, the party providing the information shall bear its legal liabilities and consequences therefrom.

Party A has told Party B about the work to be performed, working conditions, location of the work, occupational hazard, safety production status, compensation system, labor discipline and other information that Party B requires to know.

Party B is aware of the work to be performed, working conditions, location of the work, occupational hazard, safety production status, compensation system, labor discipline, company's rules and regulations, and other relevant information.

I. Term of Labor Contract

Article 1 This Contract is a fixed-term contract. The term of the Contract is from March 1, 2016 to June 30, 2018, including a probation of months (days) from MM/DD/YY to MM/DD/YY. The probation period is included in the term of the Labor Contract. Both parties shall negotiate the renewal of this Contract within thirty (30) days before the expiration of this Contract, and go through the negotiation process for renewal or termination according to the law. If Party A informs Party B of the renewal of this Contract in written form, Party B shall reply within three (3) working days from the receipt of the notice, unless otherwise stated in the notice. Party B shall be deemed to disagree with the renewal of this Labor Contract in case of failing to make a reply within the specified time.

This Contract takes effect under the conditions that include: (1) Party B has gone through the formalities of departing from the employment with its previous employer and has obtained the valid employment termination certificate; and (2) if Party B is a foreigner, it shall obtain the valid residence permit and work visa necessary for work in China.

II. Work Content and Workplace

Article 2 Party B agrees to work as Java Development Engineer according to the work need of Party A; and the specific job responsibilities, work requirements and others shall be performed in accordance with the relevant provisions of Party A. Party A can adjust the post of Party B according to rules and regulations legally formulated by Party A. Party B shall report to its superior and obey the work arrangement made by such superior on behalf of Party A during the employment. Party B shall not refuse the work arrangement with no reasonable justification; otherwise, a refusal shall be deemed as disciplinary violation.

Article 3 Based on the operation characteristics of post provided by Party A, the location of work for Party B is Hangzhou. For positions in marketing, sales and market, an expatriate assignment to other locations due to the business need shall be construed as a part of job responsibility for Party B, not as a change of work location.

Article 4 Party B shall meet the requirements in the Evaluation Form of Work and Learning Objectives during Probation (Attachment I) in the probation period; otherwise, Party B shall be deemed not to meet the recruitment condition of Party A. After the probation, the work of Party B shall meet the requirements for responsibilities of this post and the requirements for performance (appraisal) evaluation of this post; otherwise, Party B shall be deemed to be incompetent for its job.

III. Working Hours, Rest and Vacation

Article 5 Party B shall implement the standard working hour system under the arrangement of Party A. Party B shall work for 8h every day and normally for no more than 40h every week.

Article 6 Due to the business need, in the event that Party B completes the working hours agreed in Article 5, Party A can, in terms of working situation, require Party B to work overtime according to Party A's systems within the limit allowed by the laws and regulations. The payment of overtime wage or compensatory time off shall be carried out according to the related rules and regulations legally formulated by Party A.

Article 7 In case Party B applies for working overtime, Party B shall obtain the prior approval from its superior in written form or by E-mail. Otherwise, Party B shall not be deemed to work overtime. The overtime control and remuneration settlement or compensatory time off shall be performed according to the related rules and regulations legally formulated by Party A.

IV. Labor Remuneration

Article 8 Party A shall, on a monthly basis, fully pay the wage to Party B in currency on time. See Offer Letter in the Attachment for the basic wage of Party B. The wage of Party B during the probation period shall be determined by both parties through negotiation. On the basis of operating condition of the company, price index, work performance and ability of Party B, Party A can adjust the labor remuneration of Party B accordingly through the negotiation of both parties or collective negotiation. The adjustment shall be conducted based on the salary system of Party A.

Article 9 Party A shall pay each month's remuneration to Party B in currency on the last working day of each month. The payment shall be postponed in case of holidays or weekend.

Article 10 If Party B has the obligation to pay the individual income tax according to the currently applicable tax laws and regulations, Party A shall perform the obligation of

withholding tax by deducting the individual income tax from the labor remuneration (including the wage, bonus and all other incomes) obtained by Party B from Party A, and submit the withheld amount to the local tax authority.

V. Social Insurance and Other Insurance Benefits

Article 11 Both parties shall take part in social insurance according to the relevant national and regional provisions. Party A shall go through the formalities of relevant social insurance for Party B, and undertake the corresponding social insurance obligations. With regard to the part that Party B should pay, Party B agrees that part will be withheld by Party A.

Article 12 During the contract period, the benefits of Party B in terms of rest and vacation, illness or injury, occupational diseases or work-related injury, childbirth and death as well as the duration and benefit of medical treatment period, pregnancy period, perinatal period and lactation period shall be executed as stipulated by national regulations as well as rules and regulations legally formulated by Party A.

VI. Labor Protection, Labor Conditions and Occupational Hazard Protection

Article 13 Party A shall supply Party B with necessary safety protection measures and labor protection articles in accordance with the needs of production post and the relevant national regulations for labor safety and health.

Article 14 Party A shall establish a safety production system in accordance with the relevant national laws and regulations; and Party B shall strictly abide by the labor safety system of Party A and be forbidden to depart from the rules so as to prevent accidents during the course of work and reduce occupational hazard.

Article 15 Party A shall establish and improve the liability mechanism to prevent occupational diseases and strengthen management to improve its capacity to prevent occupational diseases.

VII. Labor Discipline

Article 16 When this Contract is executed, Party B confirms that it has understood and accepted all rules and regulations of Party A.

Article 17 Party B shall strictly abide by the rules and regulations formulated by Party A, complete the labor task, improve the vocational skills, implement rules of labor safety and health, and abide by labor disciplines and vocational ethics.

Article 18 If Party B violates the labor disciplines and/or rules and regulations of Party A, Party A may impose disciplinary measures such as administrative processing, administrative sanction, or economic deduction on Party B according to its rules and regulations, until the termination of this Contract.

VIII. Confidentiality Requirements

Article 19 Party B promises to strictly abide by all rules and regulations on company secrets keeping legally formulated by Party A, and strictly keep the business secret concerning the operation and management matters, customer data, statistical indexes for important business, core technology and others of Party A; and moreover, Party B shall not disclose, use, or allow others to use the business secret of Party A in any form during the contract period or after the termination or rescission of this Contract.

Article 20 Party B shall not provide similar services for other companies in the same industry during its employment. After termination, Party B shall not contact the customers,

potential customers and partners of Party A as well as the relatives and friends of customers and potential customers.

Article 21 If the job of Party B may involve business secrets of Party A, a Non-Disclosure Agreement shall be signed by Party B, and shall be attached to this Contract. If Party B breaches the duty of confidentiality, Party A shall reserve the right to investigate the legal liability of Party B.

Article 22 Party B shall guarantee not to carry any third-party confidential data or information when joining Party A.

IX. Change, Rescission and Termination of Labor Contract

Article 23 This Contract can be changed or terminated early upon mutual agreement.

Article 24 In case of any one of the following cases for Party B, Party A can rescind this Contract.

- 1) It is proved that Party B does not meet the recruitment conditions during the probation period;
- 2) Party B seriously breaks labor disciplines or Party A's rules and regulations seriously;
- 3) Party B causes great loss to Party A due to its gross neglect of duty or malpractice;
- 4) Party B forms a labor relationship with other employers during the valid term of this Contract, causing serious impact on completion of the work task assigned by Party A, or Party B refuses to take rectification in spite of Party A's request;
- 5) Party B, by means of fraud or coercion or by taking advantage of Party A's difficulties, forces Party A to conclude or change this Labor Contract against Party A's true will;
- 6) Other circumstances as prescribed by Chinese laws.

Article 25 In case of any one of the following cases, Party A can rescind this Contract provided that it has given a 30-day written notice to Party B or has paid an additional one-month salary to Party B:

- 1) Party B is ill or suffers from non-work-related injury, and can neither engage in its former work nor undertake other work arranged by Party A after expiry of the prescribed medical treatment period;
- 2) This Contract cannot be performed due to significant changes in the objective circumstances based on which this Contract is consummated, and both parties hereto cannot reach an agreement for change of this Contract through negotiation;
- 3) Party B is incompetent for its work, or is still so after being trained or transferred to another post;

Article 26 If Party A reforms the company according to Enterprise Bankruptcy Law, or faces serious difficulties in production and operation, its enterprises require the production change, significant technical renovation, operation mode adjustment, or even require downsizing after the change of Labor Contract; or it fails to perform the Labor Contract due to significant changes in other objective economic circumstances based on which the Labor Contract is consummated, Party A shall explain the situation to its staff thirty days in advance, listen to the opinions of the employees, and report to the Labor Security Administration Department; and then, this Contract can be rescinded.

Article 27 If Party B gives a 3-day written notice to Party A in the probation period or 30-day written notice after the probation period, this Contract can be rescinded.

Article 28 In case of rescinding or terminating the Labor Contract against the provisions,

the employer shall pay compensation to the workers according to the economic compensation standard stipulated in the Labor Contract Law.

X. Work Handover

Article 29 When this Contract is terminated or rescinded, or under the request of Party A, Party B shall immediately return the properties of Party A to Party A; such properties include but are not limited to software, computer, office key, access control card, as well as documents, design drawings, notes, handbooks and other documents obtained during its employment containing the proprietary information of Party A or Party A's affiliated company.

Article 30 It is the necessary procedure of Party B for going through the formalities of departure to complete the above handover. If Party B fails to perform the aforesaid provisions, Party A shall have the right not to pay the economic compensation (if any) and/or non-competition compensation (if any) temporarily.

XI. Intellectual Property

Article 31 In this Contract, the intellectual property is defined as including, but not limited to, all inventions, discoveries, software, concepts, formats, procedures, trademarks, trade names, patents, copyrights and rights of authorship, design, logos, models and other industrial property rights or intellectual properties. In this Contract, the "related intellectual properties" are defined as all intellectual properties created or discovered by Party B during the performance of its duty or by means of the materials and technical conditions of Party A separately or with others; and/or all intellectual properties created or discovered by Party B on the direct or indirect basis of proprietary information of Party A during the performance of its duty.

Article 32 All "related intellectual properties" are fully owned by Party A, except for the right of authorship. Party B shall, as required by Party A, perform all formalities unconditionally to ensure that Party A or the third party designated by Party A obtains the "related intellectual properties". The registration fee and other official expenses therefrom shall be borne by Party A.

Article 33 Within six months of the termination of the contract, patents applied by Party B and inventions disclosed to the third party directly or indirectly by Party B shall also be regarded as the "relevant intellectual properties".

XII. Others Contents

Article 34 Without the consent of Party A, Party B shall not work full-time or part-time job for other companies or entities during the contract period.

Article 35 Party B shall sign a training agreement with Party A when participating in the professional training contributed by Party A, and such agreement shall be taken as the attachment of this Contract. Party B shall abide by the agreements involved in the service term, and shall pay the liquidated damages to Party A as agreed in case of violating the agreements in the service term.

Article 36 If Party B causes the direct or indirect economic loss to the production, operation and work of Party A, Party A shall have the right to make a claim against Party B and deduct from the labor remuneration and/or other funds which should be paid to Party B. The loss to Party A in this Article includes, but not limited to, damaging customer benefit or partner benefit, revealing business secret, going against the non-competition rules, damaging the reputation of Party A, and breaking the employee stability.

Article 37 It is agreed by both parties to add the following contents in this Contract:

1) Party B knows and abides by the rules and regulations (including, but not limited to, the

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- employee handbook and other rules and regulations) issued by Party A;
- 2) If both parties sign the Employee Training Agreement during the performance of this Contract, the term of this Contract shall be correspondingly extended in accordance with the service term;
 - 3) Party A shall have the right to revise the rules and regulations (including, but not limited to, the employee handbook and other rules and regulations) issued by Party A. Party A shall publish the revised contents by E-mail or meeting or publicly posting or publicly inform and other ways. Party B shall have the responsibility and obligation to timely learn the revised content and abide by the same consciously;

XIII. Settlement of Labor Disputes and Miscellaneous

Article 38 For any dispute arising from this Contract, both parties can apply to the Labor Dispute Arbitration Commission in Party A's location for arbitration.

Article 39 All notices shall be respectively delivered to the contact addresses of both parties specified in the first page of this Contract in written form or by E-mail. One party changing the contact address shall inform the other party timely. Or else, all responsibilities that the relevant documents cannot be delivered shall be borne by the party failing to inform the other.

Article 40 This Contract is in duplicate, and both parties shall hold one copy respectively. This Contract shall take effect upon the signature (seal) of both parties.

Party A (seal)

Party B (signature or seal) Ren Cong

Legal representative or undersigned representative:

员工编号: D04267

劳 动 合 同 书

甲 方: 杭州快迪科技有限公司

乙 方: 任聪

签订日期: 2016 年 3 月 1 日

根据《中华人民共和国劳动法》、《中华人民共和国合同法》和有关法律、法规,甲乙双方经平等自愿、协商一致签订本合同,共同遵守本合同所列条款。

用人单位(甲方): 杭州快迪科技有限公司

法定代表人(主要负责人)或委托代理人: 程维

公司地址: 杭州市西湖区文三路 477 号华星科技大厦 836 号房

受聘人(乙方): 任聪 性别: 男

身份证号码: 370883196812057219

现居住地址: 浙江省杭州市西湖区转塘街道利隆单元402

户口所在地: 山东邹城 邮政编码: 273500

个人电子邮箱: rencongchina@163.com

联系方式: 13821905819

特别声明:

甲乙双方在此声明,保证各自签订劳动合同之前向对方提供的与履行劳动合同相关的各项信息真实有效,没有任何伪造,欺骗和故意隐瞒的内容,如甲乙双方以上信息存在虚假内容,则应各自承担由此带来的法律责任和后果。

甲方已告知乙方工作内容、工作条件、工作地点、职业危害、安全生产状况、薪酬制度、劳动纪律以及乙方要求了解的其他情况。

乙方知晓其工作内容、工作条件、工作地点、职业危害、安全生产状况、劳动报酬、劳动纪律、企业规章制度以及其他相关情况。

一、劳动合同期限

第一条 本合同为固定期限合同。合同期限自 2016 年 3 月 1 日起至 2018 年 6 月 30 日止，其中试用期为 1 月（日），自 2016 年 3 月 1 日起至 2016 年 4 月 1 日止。试用期包括在劳动合同期限内。本合同期满前三十（30）日，双方应当就是否续订本合同进行协商，并根据协商情况依法办理续订或终止手续。甲方以书面形式通知乙方续订本合同的，除非通知中另有说明，乙方应在收到通知之日起三（3）个工作日内予以回复。乙方未在规定期限内回复的，视为不同意续订本合同。

本合同生效的条件包括：（1）乙方与其前任雇主办理完毕离职手续并取得有效离职证明；（2）如乙方是外籍人士，乙方获得在中国工作必需的有效居住许可及工作签证。

二、工作内容和工作地点

第二条 乙方同意根据甲方工作需要，担任 研发工程师 岗位工作，具体的岗位职责、工作要求等，按甲方的有关规定执行。甲方可以根据本企业依法制定的规章制度对乙方工作岗位进行调整。聘用期间乙方应向其上级主管报告并服从该上级代表甲方做出的工作安排。乙方无正当理由不得拒绝接受该工作安排，否则视为违纪。

第三条 根据甲方的岗位作业特点，乙方的工作地点为 杭州，其中 营销类、销售类、市场类 岗位因业务需要被派往其它地区是乙方工作内容的一部分，不属于工作地点的变化。

第四条 乙方试用期内工作应达到《试用期工作与学习目标评价表》（附件一）中的要求，否则视为不符合甲方的录用条件；试用期满后乙方工作应达到本岗位的岗位职责要求及本岗位绩效（考核）评估要求。否则，视为不能胜任本职工作。

三、工作时间和休息休假

第五条 甲方安排乙方执行标准工时制度。乙方每天工作时间 8 小时，每周正常工作不超过 40 小时。

第六条 因业务需要，在乙方完成第五条中约定工时的情况下，甲方可以根据工作情况要求乙方在法律法规允许的限度内按照甲方有关加班制度加班。加班工资支付或补休按照甲方依法制定的相关规章制度执行。

第七条 乙方申请加班的，需经过其上级主管提前书面或电子邮件方式批准。否则，不视为加班。加班时间控制和报酬结算或补休按照甲方依法制定的相关规章制度执行。

四、劳动报酬

第八条 甲方按月按时以货币形式足额支付乙方工资，乙方的基本工资为详见附件中的 Offer Letter 元。乙方在试用期内的工资由甲乙双方协商确定。甲方可根据公司经营情况、物价指数情况、乙方的工作业绩和能力等，经过双方协商或通过集体协商并按甲方薪酬制度对乙方的劳动报酬进行相应调整。

第九条 甲方在每月最后一个工作日以货币形式支付乙方当月的报酬。如遇节假日或休息日顺延。

第十条 如果按照现行适用的税收法律法规乙方有义务缴纳个人所得税的，甲方将履行代扣代缴义务，从乙方自甲方获得的劳动报酬（含工资、奖金等各项收入）中扣除个人所得税部分并上缴于当地税务机关。

五、社会保险及其他保险福利待遇

第十一条 甲乙双方按国家和地区有关规定参加社会保险。甲方为乙方办理有关社会保险手续，并承担相应社会保险义务。乙方应缴纳的部分，同意由甲方代扣代缴。

第十二条 乙方在合同期内，由于休息休假、患病或负伤、患职业病或因工负伤、生育、死亡等情形所涉及的待遇，以及医疗期、孕期、

产期、哺乳期的期限及待遇，均按国家规定和甲方依法制定的规章制度执行。

六、劳动保护、劳动条件和职业危害防护

第十三条 甲方根据生产岗位的需要，按照国家有关劳动安全、卫生的规定为乙方配备必要的安全防护措施，发放必要的劳动保护用品。

第十四条 甲方根据国家有关法律、法规，建立安全生产制度；乙方应当严格遵守甲方的劳动安全制度，严禁违章作业，防止劳动过程中的事故，减少职业危害。

第十五条 甲方应当建立、健全职业病防治责任制度，加强对职业病防治的管理，提高职业病防治水平。

七、劳动纪律

第十六条 在订立本合同时，乙方确认已理解并接受甲方各项规章制度。

第十七条 乙方应严格遵守甲方制定的规章制度，完成劳动任务，提高职业技能，执行劳动安全卫生规程，遵守劳动纪律和职业道德。

第十八条 乙方违反甲方劳动纪律及/或规章制度，甲方可依据本单位规章制度，给予相应的行政处理、行政处分、经济扣除等，直至解除劳动合同。

八、保密责任

第十九条 乙方承诺严格遵守甲方依法制定的有关保守企业秘密的各项规章制度，严格保守甲方重大经营管理事项、客户资料、重要业务统计指标、核心技术等商业秘密，在合同期内及终止或解除合同后，不得以任何方式披露、使用或允许他人使用甲方商业秘密。

第二十条 乙方在职期间，不得向同行业其它公司提供相似服务。乙方离职后不得联系甲方的客户、潜在客户、合作伙伴、客户或潜在客户的亲属及朋友。

第二十一条乙方所在岗位涉及甲方商业秘密的，需签订涉密人员保守公司商业秘密协议书，并作为本合同附件。乙方若违反保密责任，甲方保留追究其法律责任的权利。

第二十二条乙方保证在加入甲方时没有携带属于第三方的保密资料或信息。

九、劳动合同变更、解除和终止

第二十三条 经甲乙双方协商一致可以变更或提前终止本合同。

第二十四条 乙方有下列情形之一的，甲方可以解除本合同。

- 1) 在试用期间，被证明不符合录用条件的；
- 2) 严重违反劳动纪律或甲方规章制度的；
- 3) 严重失职、营私舞弊，对甲方利益造成重大损害的；
- 4) 同时与其他用人单位建立劳动关系，对完成甲方工作任务造成严重影响，或者经甲方提出，拒不改正的；
- 5) 以欺诈、胁迫的手段或乘人之危，使甲方在违背真实意愿的情况下订立或者变更劳动合同的；
- 6) 中国法律规定的其他情形。

第二十五条 下列情形之一，甲方可以解除本合同，但应提前三十日以书面形式通知乙方或额外支付乙方一个月工资作为代通知金：

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

- 2) 订立本合同所依据的客观情况发生重大变化，致使本合同无法履行，经甲、乙双方协商不能就变更劳动合同达成一致的；
- 3) 乙方不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的。

第二十六条 甲方依照企业破产法规定进行重整的；或者生产经营发生严重困难的；或者企业转产、重大技术革新或者经营方式调整，经变更劳动合同后，仍需裁减人员的；或者其他因劳动合同订立时所依据的客观经济情况发生重大变化，致使劳动合同无法履行的，经提前三十日全体职工说明情况，听取职工的意见，并向劳动保障行政部门报告后，可以解除本合同。

第二十七条 乙方在试用期内提前三（3）日或在试用期过后提前三十（30）日以书面形式通知甲方，可以解除本合同。

第二十八条 用人单位违反规定解除或者终止劳动合同的，应当依照《劳动合同法》规定的经济补偿标准向劳动者支付赔偿金。

十、工作交接

第二十九条 本合同终止、解除时或在甲方的要求下，乙方应立即归还其使用的甲方财物，包括但不限于软件、电脑、办公室钥匙、门禁卡，以及其任职期间获得的载有甲方或甲方关联公司专有信息的文件、设计图纸、笔记、手册及其他文件资料。

第三十条 乙方完成上述各项交接是其办理离职手续的必备程序。如果乙方未按照前述规定办理交接工作，则视为其未完成离职手续，甲方有权暂不向其发放离职经济补偿金（如有）及/或竞业禁止补偿金（如有）。

十一、知识产权

第三十一条 知识产权在本合同中定义为包括但不限于所有发明、发现、软件、概念、版式、程序、商标、商号、专利、版权及著作权、设计、标识、模型以及其他工业产权或知识产权。“相关知识产权”在本合同中定义为乙方在执行职务期间或利用甲方物质、技术条件单独或与他人共同创造或发现的所有知识产权；及/或乙方在执行其职务

期间直接或间接地在甲方专有信息基础上创造或发现的所有知识产权。

第三十二条 所有“相关知识产权”除属名权外都完全属于甲方所有。乙方应根据甲方的要求，无条件地履行一切手续以确保甲方或甲方指定的第三方获得“相关知识产权”。由此产生的登记注册等官方费用由甲方承担。

第三十三条 乙方在本合同终止后六个月内 1) 申请的专利及 2) 直接或间接向第三方公开的发明均应视为乙方任职甲方期间完成的“相关知识产权”。

十二、其他内容

第三十四条 未经甲方同意，乙方不得在合同期内在其它公司或单位从事全职或兼职工作。

第三十五条 乙方参加由甲方出资的专业培训，应与甲方签订培训协议，并作为本合同附件。乙方应遵守服务期的有关约定，如乙方违反服务期约定的，应当按照约定向甲方支付违约金。

第三十六条 乙方对若甲方生产、经营和工作造成直接或间接经济损失，甲方有权向乙方索赔并从应付给乙方的劳动报酬及/或其他款项中扣除。本款所述给甲方造成损失的，包括但不限于损害客户利益或合作伙伴利益、泄露商业秘密、违反竞业禁止、损坏甲方声誉、破坏员工稳定性。

第三十七条 甲乙双方约定本合同增加以下内容：

- 1) 乙方知晓并遵守甲方颁布的各项规章制度（包括但不限于员工手册及其他规章制度）；
- 2) 如在合同履行期内，甲、乙双方另行签有《员工培训协议书》，则本合同的期限应根据服务期的约定作相应延长；
- 3) 甲方有权修订甲方颁布的各项规章制度（包括但不限于员工手册等规章制度）；甲方需通过邮件或会议或公开张贴或公开告知等

方式公示修订的内容，乙方有责任和义务及时查询和了解修订内容并自觉遵守；

十三、劳动争议处理及其它

第三十八条 双方因履行本合同发生争议，可以向甲方所在地的劳动争议仲裁委员会申请仲裁。

第三十九条 所有通知均应以书面或电子邮件形式送达至本合同首页载明的双方联系地址；一方联系地址如有变更，应当及时通知对方。否则，由此造成的相关文书无法送达的一切责任由未通知方承担。

第四十条 本合同一式两份，甲乙双方各执一份。经甲乙双方签字（盖章）后生效。

甲方（盖章）



法定代表人或签字代表：

乙方（签字或盖章）

任翥

