

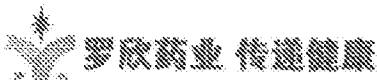
## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6726865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JIAQIANG DONG	09/28/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LUOXIN PHARMACEUTICAL (SHANGHAI) CO., LTD.
<b>Street Address:</b>	BUILDING 1 AND 1ST -3RD FLOOR, BUILDING 2, NO.85 FALADI ROAD, CHINA (SHANGHAI) PILOT FREE TRADE ZONE, PUDONG NEW AREA
<b>City:</b>	SHANGHAI
<b>State/Country:</b>	CHINA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17295878
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	usdoCKET@beshininglaw.com
<b>Correspondent Name:</b>	HOUSTON BESHINING LAW OFFICE PLLC
<b>Address Line 1:</b>	6818 SHARPVIEW DR.,
<b>Address Line 4:</b>	HOUSTON,, TEXAS 77074
<b>ATTORNEY DOCKET NUMBER:</b>	P21411577US
<b>NAME OF SUBMITTER:</b>	LIANGANG YE
<b>SIGNATURE:</b>	/liangang ye/
<b>DATE SIGNED:</b>	05/25/2021
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聘用合同

罗欣生物科技（上海）有限公司

劳动合同

合同编号：

本劳动合同（“本合同”）由以下双方于 2018 年 9 月 28 日在 上海 签署：

甲方：罗欣生物科技（上海）有限公司

地址：中国（上海）自由贸易试验区法拉第路 85 号 1 幢、2 幢 1-3 层

法定代表人：刘振腾

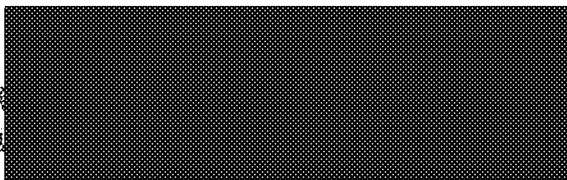
乙方：董加强

家庭住址：

出生日期：

身份证/护照

永久登记地



第一章 总则

1. 根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》及其《实施条例》，以及其他有关规定，经相互讨论协商，仔细考虑并充分沟通了解，甲、乙双方（以下并称为“双方”）就如下条款达成一致：

第二章 期限

2. 本合同为有固定期限的合同，期限为 3 年，从 2018 年 11 月 02 日开始（以下简称“起始日”）至 2021 年 11 月 01 日为止。
3. 试用期为    / 个月，从起始日起至    / 年    / 月    / 日。试用期内乙方有权提前三日通知甲方终止本合同；在此期间，若乙方无法胜任甲方工作要求，甲方有权随时终止本合同。甲方负责考核乙方的表现和能力以确定其是否胜任，并最终决定是否在试用期间终止本合同。依照本条款规定终止合同后，除另有特别约定或本合同第 22、23 条关于保密和不竞争协议的约定外，任何一方不再向对方负有任何义务。
4. 合同期限届满时，如果双方同意续约，应签订本合同附件 A 的《劳动合同续期



协议》，或者重新签订劳动合同。

### 第三章 工作范围

5. 根据甲方的工作需要，乙方同意担任 药物化学高级总监 职位（或者从事 /）。乙方的岗位职责、工作任务、责任目标、岗位纪律和相关管理制度等，按甲方为该岗位制订的工作规范以及其他有关规定执行。乙方的主要工作地点为 上海（根据工作需要安排出差）。
6. 双方同意，甲方有权根据业务需要、乙方的能力、工作表现或其实际情况，基于诚信与合理原则，随时调整乙方的工作类型、职务、职位、工作职责和工作地点。对于甲方任何前述必要适当的单方调整，乙方应予以遵守服从。

### 第四章 乙方的义务

7. 乙方同意，除本合同规定的义务与责任之外，乙方在合同期间内还须：
- 7.1 在规定的时间内，将其全部时间、精力和技能，仅用于履行本合同规定之义务上，并有效地行使其职责，尽最大努力确保圆满完成甲方委派的工作；
- 7.2 遵守本合同的条款、甲方的内部规章制度及有关法律法规，对甲方恪尽职守，不从事任何违反中国法律、法规的活动，不从事损害甲方利益的活动，不利用其在甲方的职务或职权直接或间接地为个人牟取私利。

### 第五章 工作时间、劳动保护和工作条件

8. 乙方的工作时间为每周五（5）天，每天八（8）小时，每周平均不超过四十（40）小时。甲方可因工作需要要求乙方加班，甲方应依照其加班管理制度及相关国家规定向乙方支付加班费。
9. 甲方应向乙方提供适当的工作条件和设施，提供符合国家标准劳动保护；乙方应遵守甲方制定的劳动安全卫生制度。
10. 甲方负责为乙方安排业务技术、劳动安全卫生制度及公司章程的教育和培训。

### 第六章 报酬

11. 根据乙方承担的本合同项下的责任和义务，甲方将于每月 十五 日向乙方支付书面确认的工资数。
12. 在本合同的聘用期内，甲方有权根据乙方的工作能力、经验、态度、表现、工作成绩、工龄和职务，并根据甲方的工资制度和职位调整政策及经营状况决定乙方的工资和福利待遇，但降低工资时，应双方协商一致。工资将由甲方支付到其指定

的个人银行帐户或以其认为适当的其他方式支付。工资的数额将规定在《聘任确认书》中。

13. 乙方应依照中国相关法律法规的规定承担其从甲方获取的工资和其他报酬的个人所得税。依照法律规定，甲方作为扣缴义务人，应在支付乙方报酬前代扣代缴其个人所得税及其他应缴税款。

14. 依据中国有关法律法规，甲方应从支付给乙方的工资中作出如下扣减或扣除：

14.1 乙方的个人所得税；

14.2 社会保险和其他福利金中乙方个人应承担的部分；

14.3 所有要求甲方代扣的法院判决和仲裁裁决中乙方应付的赔偿或罚款；

14.4 所有根据法院裁判或仲裁裁决应由乙方支付给甲方的赔偿或罚款。

15. 甲方可以根据其业务运营情况和公司章程规定，自行决定是否向乙方发放奖金，并有权决定奖金的具体数额，发放条件和发放形式。但无论前款如何规定，发放奖金并非甲方的义务。

## 第七章 保险、福利和休假

16. 双方依照中华人民共和国有关法律法规规定，缴纳养老、失业、医疗等社会保险。乙方有权享受公共假日及法定假日。

## 第八章 劳动纪律

17. 乙方应遵守甲方依法制定的劳动纪律和公司章程，严格服从甲方的指令和决定，保管好甲方的全部资产，并遵守职业道德。

18. 若乙方违反了甲方的劳动纪律或公司章程，甲方可以依照规定对乙方进行处罚。

19. 对于乙方违反有关法律、劳动纪律和公司章程而给甲方造成经济损失的，甲方有权要求乙方赔偿其损失。

20. 甲方有权根据经营需要随时合理地修改劳动纪律和公司章程，但甲方应以其认为适当的方式告知乙方，这些方式包括但不限于通知、公告、电子邮件和备忘录。

21. 乙方在甲方任职期间，不可兼职于其他任何企业或单位。乙方任职期间的职务发明、创造、开发、设计、改良、生产成果全部归属于甲方，因此而获得的任何知识产权，包括但不限于专利权、著作权、非专利技术亦全部归属于甲方。

## 第九章 保密责任

22. 乙方应对甲方的专有信息和秘密信息保密，遵守甲方相关保密政策，除非为了甲方利益或经甲方事先书面同意，乙方不得使用或向任何第三方泄露任何甲方的资料和信息。乙方应签署并遵守《保密协议》。若乙方违反《保密协议》中约定的竞业禁止义务，应当按照《保密协议》约定向甲方支付违约金。
23. 乙方同意，甲方有权根据直接或间接的合理运营需要，披露乙方的个人信息，包括但不限于乙方的姓名、地址、国籍、职位、工资、银行帐户、本合同及其续约和变更情况。

## 第十章 劳动合同的变更、终止和延期

24. 若适用于本合同的法律法规被修订，本合同的相应部分或附件也应相应地进行修订。如果订立合同时所依据的客观情况发生重大变化或者本合同与中国的有关法律法规相冲突，致使合同无法履行，双方可以根据中国有关法律法规，通过友好协商协议变更合同的相关部分。
25. 有下列情形之一的，本合同终止：
- 25.1 劳动合同期满；
  - 25.2 乙方达到法定退休年龄；
  - 25.3 乙方开始依法享受基本养老保险待遇；
  - 25.4 乙方死亡，或者被人民法院宣告死亡或者宣告失踪；
  - 25.5 甲方被依法宣告破产；
  - 25.6 甲方被吊销营业执照、责令关闭、撤销或者决定提前解散；或
  - 25.7 法律、行政法规规定的其他情形。
26. 双方可以通过协商一致的方式书面终止本合同。
27. 出现下列情形，甲方无须事先书面通知，有权单方终止本合同。但甲方应将该终止决定告知乙方，该终止立即生效：
- 27.1 乙方在试用期内，被证明不符合录用条件的；
  - 27.2 乙方严重违反甲方劳动纪律，规章制度的（包括但不限于劳动纪律和公司章程）；

- 27.3 乙方严重失职(包括但不限于本合同第7条规定的职责)或者蓄私舞弊给甲方利益造成重大损害的;
- 27.4 乙方同时与其他用人单位建立劳动关系,对完成甲方的工作任务造成严重影响,或经甲方提出,拒不改正的;
- 27.5 因乙方以欺诈,胁迫的手段或乘人之危,使甲方在违背真实意思的情况下订立或变更合同而导致合同无效的;或
- 27.6 乙方被依法追究刑事责任。
28. 有下列情况之一的,甲方可以提前30天书面通知乙方或者额外支付乙方一个月工资后终止本合同。
- 28.1 乙方患病或非因工负伤,法定医疗期和恢复期满后,不能从事原工作也不能胜任甲方为其另行安排的工作的;
- 28.2 乙方不能胜任按照合同条款或甲方规定的标准的要求,经过培训或者调整工作岗位仍不能胜任的;
- 28.3 订立合同所依据的客观情况发生重大变化,致使合同无法履行,双方无法就合同的必要变更通过协商达成协议的。
29. 第27.3条中的“客观情况的重大变化”包括但不限于:
- 29.1 甲方被其他企业单位兼并,或甲方资产的关键部分被出售或转让给其他企业或第三方;
- 29.2 甲方经营策略的重大调整或经营环境的重大变化;
- 29.3 甲方经营发生严重困难;
- 29.4 甲方进入治理整顿或生产经营处于全部或部分停滞阶段;
- 29.5 甲方宣布破产、解散或清算;
- 29.6 甲方根据业务发展或实际的市场状况决定终止与乙方工作直接相关的研究和开发;
- 29.7 根据政府新颁布的法律法规,任一方或双方无法履行本合同。

30. 合同期内，乙方有权辞职并终止合同，但应提前 30 天书面通知甲方。因乙方原因给甲方造成的经济损失，甲方有权从应支付给乙方的相应工资或任何其他报酬中予以扣减，以抵免损失，不足部分甲方仍有权要求乙方赔偿。

31. 甲方出现如下情况：(1)濒临破产；(2)经营不善或经营状况发生严重困难时；(3)甲方转产、重大技术革新或经营方式调整，经变更劳动合同后，仍需裁减人员的；(4)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。甲方应向职工说明情况，征得职工的谅解，并经向劳动行政管理部门报告后，甲方可以裁减人员，终止本合同。

32. 乙方有下列情形之一的，甲方不得根据本合同第 28 条、第 31 条的规定终止本合同：

32.1 从事接触职业病危害作业的劳动者未进行离岗前职业健康检查，或者疑似职业病病人在诊断或者医学观察期间的；

32.2 在本单位患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的；

32.3 患病或非因公负伤，在规定的医疗期内；

32.4 女职工在孕期、产期、哺乳期内的；

32.5 在本单位连续工作满十五年，且距法定退休年龄不足五年的；

32.6 法律、行政法规规定的其他情形。

33. 有下列情形之一的，乙方可以终止本合同：

33.1 甲方未依法为乙方缴纳社会保险的；

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

33.3 甲方未能按照本合同约定及时足额支付劳动报酬，未能提供约定的劳动保护或劳动条件的。

33.4 因甲方以欺诈、胁迫的手段或者乘人之危，使乙方在违背真实意思的情况下订立或变更合同而导致合同无效的；

33.5 甲方的规章制度违反法律、法规的规定，损害乙方权益的；

33.6 法律、行政法规规定乙方可以解除劳动合同的其他情形。



在第 33.2 条规定的情形下，乙方可以立即解除本合同，不需事先告知甲方。

34. 除双方另有约定外，本合同期满，但是甲方与乙方依照本合同第 39 条约定的专业技术培训的服务期尚未到期的，本合同应当顺延至服务期满。

35. 本合同依上述规定解除、终止时，甲方向乙方出具解除、终止劳动的证明，写明劳动合同期限、解除或者终止劳动合同的日期、工作岗位、在甲方的工作年限等内容。

36. 合同终止时，乙方应立即停止以甲方名义从事一切活动或应甲方的要求完成了事务，结清所有帐目。乙方应在合同终止之日起 3 日内归还其占有的甲方的全部财产及移交所有文件档案（包括但不限于书面文件及电子文档），甲方确认后为乙方办理离职手续，由甲方出具离职同意书。乙方未能完成上述交接手续的，甲方可以拒绝办理乙方的离职手续，并可用支付给乙方的款项抵销甲方由此遭受的损失。

### 第十一章 经济补偿与赔偿

37. 若根据本合同第 26 条由甲方提出解除合同并经协商一致、第 28 条、第 31 条及相关法律法规的规定终止本合同的，甲方应依法向乙方提供经济补偿。

38. 乙方违反本合同条款而终止本合同的，应依据法律法规规定赔偿由此给甲方造成的损失。因乙方原因给甲方造成的经济损失，甲方有权从应支付给乙方的相应工资或任何其他报酬中予以扣减，以抵免损失，不足部分甲方仍有权要求乙方赔偿。

39. 由甲方承担费用对乙方进行专业技术培训的，在培训乙方之前，甲方可以要求乙方签署协议约定服务期；如果乙方违反服务期辞职，乙方应在辞职时补偿甲方承担的培训费。培训费用包括甲方为了对乙方进行专业技术培训而支付的有凭证的培训费用、培训期间的差旅费用以及因培训产生的用于乙方的其他直接费用。

40. 甲方违反本合同规定解除或者终止劳动合同，依法向乙方支付了赔偿金的，不再另行支付经济补偿金。

### 第十二章 劳动争议的解决

41. 本合同解释和履行过程中产生的任何争议应通过双方友好协商解决。未能通过友好协商解决的，一方或双方可以将争议自发生之日起一年内提交给有管辖权的劳动争议仲裁委员会申请仲裁。除相关法律法规另有规定外，双方对该劳动争议仲裁委员会的仲裁裁决无异议的，该仲裁裁决即为终局裁决，对双方均有约束力；若任何一方对仲裁裁决不服的，可以依法向有管辖权的法院申请撤销仲裁裁决或提起诉讼。

### 第十三章 其他

42. 向乙方提供的并为其知悉且同意遵守的劳动纪律与本合同有同等法律效力。当

劳动纪律与本合同出现冲突时，本合同效力优先。

43. 双方可以通过签订合同附件 B 的《劳动合同变更协议》来修改合同的部分内容，或者经协商一致签订新的劳动合同。

44. 任何条款的无效和不可执行都不影响本合同其他条款的效力。

45. 任何一方未行使或迟延履行本合同项下的权利并不构成对该权利的放弃。

46. 如本合同与有关的法律法规不一致，应以有关法律法规的规定为准。

47. 本合同由双方签字盖章并于文首所载之日起生效。

甲方：罗欣生物科技(上海)有限公司

乙方：

签署：



签署：\_\_\_\_\_

日期：

日期：\_\_\_\_\_

2018.09.28



**Chapter III Scope of work**

5. According to Party A's work needs, Party B shall agree to serve as Senior Director of Pharmaceutical Chemistry (or be engaged in \_\_/\_\_). Party B's post responsibilities, work tasks, responsibility objectives, post disciplines and relevant management systems shall be implemented according to the work specifications formulated by Party A for this post and other relevant regulations. Party B's main work place is Shanghai.
6. Both parties agree that Party A shall have the right to adjust Party B's work type, post, position, work responsibilities and work place at any time based on business needs, Party B's capacity, work performance or its actual situation, based on the principles of integrity and reasonableness. For any abovementioned necessary and appropriate unilateral adjustments made by Party A, Party B shall observe and obey them.

**Chapter IV Party B's obligations**

7. Party B agrees that, in addition to the obligations and responsibilities specified in the Contract, during the contract term, Party B shall also:
  - 7.1 Put all of his time, energy and skills only to into fulfill the obligations stipulated in the Contract, and effectively exercise his responsibilities, and make every effort to ensure the successful completion of the work assigned by Party A within the specified working time; and
  - 7.2 Abide by the terms of the Contract, Party A's internal rules and regulations, and relevant laws and regulations, perform due diligence to Party A, do not engage in any activities that violate Chinese laws and regulations, do not engage in activities that harm Party A's interests, and do not use its post in Party A or its functions and powers to directly or indirectly seek for personal gain.

**Chapter V Working Time, labor protection and working conditions**

8. Party B shall work eight (8) hours every day and five (5) days every week, and shall work for no more than forty (40) hours every week. Party A may require Party B to work overtime due to the work needs, and Party A shall pay the overtime wage to Party B according to its overtime management system and relevant national regulations.
9. Party A shall provide Party B with appropriate working conditions and facilities, and provide labor protection according to national standards; Party B shall abide by the labor safety and health system formulated by Party A.
10. Party A shall be responsible for arranging the education and training of business and technology, labor safety and health system and Articles of Association for Party B.

**Chapter VI Remuneration**

11. According to the responsibilities and obligations of Party B undertaken under the Contract, Party A will pay the wage confirmed in writing to Party B on the 15th day of each month.
12. Within the employment period of the Contract, Party A shall have the right to decide Party B's wage and welfare according to Party B's working competence, experience, attitude, performance, work result, length of service and post and according to Party A's wage system and position adjustment policy as well as operation situation, but in case of reducing the wage, they shall reach a consensus. The wage shall be paid by Party A to the personal bank account designated by him or by other appropriate means according to him. The amount of wage will be stipulated in the *Employment Confirmation*.

13. Party B shall bear the individual income tax on wage and other remuneration obtained from Party A according to the relevant Chinese laws and regulations. According to law, Party A, as the withholding agent, shall withhold and pay Party B's individual income tax and other taxes payable before paying remuneration to Party B.

14. According to the relevant Chinese laws and regulations, Party A shall make the following deductions or deductions from the wage paid to Party B:

14.1 Individual income tax of Party B;

14.2 Social insurance and other benefits to be individually borne by Party B;

14.3 All payable compensations or penalties of Party B according to the court's judgment and the arbitration award to be withheld by Party A;

14.4 All the compensations or penalties to be paid by Party B to Party A according to the court's judgment or the arbitration award.

15. Party A can voluntarily decide whether to issue bonus to Party B according to its business operation conditions and the Articles of Association, and shall have the right to determine the specific amount, issuing conditions and issuing form of bonus. Regardless of the regulations of the preceding paragraph, it is not Party A's obligation to issue bonuses.

#### **Chapter VII Insurance, welfare and vacation**

16. Both parties shall pay social insurances such as pension, unemployment and medical treatment according to the relevant laws and regulations of the People's Republic of China. Party B shall be entitled to the public holidays and legal holidays.

#### **Chapter VIII Labor discipline**

17. Party B shall abide by Party A's labor disciplines and Articles of Association formulated by law, strictly obey Party A's instructions and decisions, keep all Party A's assets, and abide by professional ethics.

18. If Party B violates Party A's labor disciplines or Articles of Association, Party A may punish Party B according to regulations.

19. If Party B violates the relevant laws, labor disciplines and Articles of Association, which cause economic losses to Party A, then Party A shall have the right to require Party B to compensate its loss.

20. Party A shall have the right to reasonably modify labor disciplines and Articles of Association at any time according to business needs, but Party A shall inform Party B in such manners as it is considered to be appropriate, including but not limited to notices, announcements, e-mails, and memos.

21. During the tenure of Party B in Party A, Party B shall not be employed concurrently in any other enterprise or unit. During the tenure of Party B, all Party B's post inventions, creations, developments, designs, improvements, and production achievements belong to Party A, and any intellectual property rights obtained as a result, including but not limited to patent rights, copyrights, and non-patented technologies, also belong to Party A.

**Chapter IX Confidentiality responsibility**

22. Party B shall keep the proprietary information and confidential information of Party A confidential, and abide by the relevant confidentiality policies of Party A. Unless for the benefit of Party A or with the prior written consent of Party A, Party B shall not use or disclose to any third party any Party A's materials and information. Party B shall sign and observe *Confidentiality Agreement*. If Party B violates the obligation of non-competition in *Confidentiality Agreement*, Party B shall pay the liquidated damages to Party A according to *Confidentiality Agreement*.

23. Party B agrees that Party A shall have the right to disclose Party B's personal information, including but not limited to Party B's name, address, nationality, position, wage, bank account, the Contract and its renewals and changes, according to the needs of direct or indirect reasonable operations.

**Chapter X Change, termination and extension of the Labor Contract**

24. If the laws and regulations applicable to the Contract are amended, the corresponding parts or annexes of the Contract shall be amended accordingly. If the objective conditions on which the Contract is concluded have changed significantly or the Contract is in conflict with the relevant laws and regulations of China, thus preventing the Contract from being performed, both parties may, according to the relevant laws and regulations of China, change the relevant parts of the Contract through friendly negotiation.

25. In case of one of the following circumstances, the Contract shall be terminated:

- 25.1 Expiration of the Labor Contract;
- 25.2 Party B reaches the mandatory age for retirement;
- 25.3 Party B begins to enjoy the treatment of basic endowment insurance according to the law;
- 25.4 Party B is dead or declared to be dead or missing by the People's Court;
- 25.5 Party A is declared bankruptcy according to the law;
- 25.6 Party A is revoked of the Business License, compelled to close down or discharge, or Party A decides to dismiss in advance; or
- 25.7 Other circumstances specified by laws and administrative regulations.

26. Both parties may terminate the Contract in writing by consensus.

27. In the following circumstances, Party A does not need to give prior written notice and shall have the right to unilaterally terminate the Contract. However, Party A shall inform Party B of this termination decision, and the termination shall take effect immediately:

- 27.1 Party B is proved not to be eligible for the recruitment requirements during the probation period;
- 27.2 Party B seriously violates the Party A's labor discipline, rules and regulations (including but not limited to labor disciplines and Articles of Association);

- 27.3 Party B's serious dereliction of duty (including but not limited to the responsibilities specified in Article 7 of the Contract) or malpractice has caused significant harm to Party A's interests;
- 27.4 Party B has established labor relationship with other employers simultaneously which seriously affects the task completion of Party A, or refuses to make a correction even though Party A has pointed it out;
- 27.5 Party B makes Party A to conclude or change the Contract under the condition that it is against the true intentions of Party A by cheating, threatening or taking advantage of Party A's difficulties, which makes the Contract invalid; or
- 27.6 Party B is investigated for criminal responsibility according to law.
28. Under any of the following circumstances, Party A may terminate the Contract 30 days in advance upon written notice to Party B or after paying additional one-month wage to Party B.
- 28.1 Party B suffers from illness or non-work-related injury, Party B cannot engage in his original work, or cannot engage the work arranged by Party A separately after the expiration of the legal medical treatment period and recovery period;
- 28.2 Party B cannot meet the requirements of contract terms or the standards stipulated by Party A, and still cannot meet them upon the training or the adjustment of working post;
- 28.3 The Contract cannot be performed due to the major changes in the objective circumstances on which the Contract is concluded based, and both parties cannot reach an agreement on the necessary changes of the Contract through negotiation.
29. "Major changes in the objective circumstances" in Article 27.3 shall include but not be limited to:
- 29.1 Party A is merged by other enterprises and units, or the key part of Party A's assets is sold or transferred to other enterprises or the third parties;
- 29.2 Major adjustments in Party A's operation strategies or the major changes in the operation environment;
- 29.3 Party A has serious difficulty in operation;
- 29.4 Party A enters the stage of improvement and rectification, or all or part of the production and operation is in the lag stage;
- 29.5 Party A declares bankruptcy, dissolution or liquidation;
- 29.6 Party A decides to terminate the research and development directly related to Party B's work according to the business development or actual market situation;
- 29.7 According to the new laws and regulations issued by the government, either party or both parties cannot perform the Contract.

30. During the contract period, Party B shall have the right to resign and terminate the Contract, but Party A shall be notified in writing 30 days in advance. Party A shall have the right to deduct the economic losses caused to Party A for the reasons of Party B from the corresponding wages or any other remuneration to be paid to Party B to offset the losses, and in case of the insufficient part, Party B shall still have the right to require Party B to compensate.

31. Party A is involved in the following circumstances: (1) Party A is on the verge of bankruptcy; (2) Party A is involved in bad operation or in the serious difficulty in the operation status; (3) Party A changes the line of production, undergoes significant technological innovations or adjusts its business mode, and after changing the Labor Contract, it still needs to reduce the employees; (4) Other objective economic circumstances taken as the basis for signing of the Labor Contract change significantly, which causes the failure of performance of the Labor Contract. Party A shall explain to the employees and obtain the employees' understanding, and Party A may reduce the personnel and terminate the Contract after it reports to the labor administration.

32. In case Party B is under one of the following circumstances, Party A shall not terminate the Contract according to regulations of Article 28 and Article 31 of the Contract:

32.1 Workers engaged in operations exposed to occupational disease hazards have not conducted pre-departure occupational health examination, or suspected occupational disease patient is still in the course of diagnosis or under medical observation;

32.2 Where Party B is confirmed to have totally or partially lost the labor capacity due to suffering from occupational diseases or work-related injuries in this unit;

32.3 Suffer from disease or non-work-related injury, within the prescribed medical treatment period;

32.4 Female employees are in her pregnancy, perinatal period or lactation period;

32.5 Party B has been working in this unit consecutively for 15 years, and there is less than 5 years to the legal retirement age;

32.6 Other circumstances specified by laws and administrative regulations.

33. In case of one of the following circumstances, Party B may terminate the Contract:

33.1 Party A fails to pay the social insurances for Party B according to laws;

33.2 Party A forces Party B to work by the means of violence, threat, detention or illegally restraining personal freedom, or violates the safety regulations to order or forces Party B to perform dangerous operations that endanger Party B's personal safety;

33.3 Party A fails to pay labor remuneration in full timely or provide labor protection or labor conditions according to the agreements of the Contract.

33.4 Party A makes Party B to conclude or change the Contract under the condition that it is against the true intentions of Party B by cheating, threatening or taking advantage of Party B's difficulties, which makes the Contract invalid;

33.5 Party A's rules and regulations violate the regulations of the laws and regulations, causing damage to Party B's rights and interests;

33.6 Other circumstances where Party B can dissolve the Labor Contract according to the regulations of the laws and administrative regulations.



In the circumstances stipulated in Article 33.2, Party B may immediately dissolve the Contract without notifying Party A in advance.

34. Unless otherwise agreed by both parties, the Contract shall be extended to the expiration of the service period but the service period of professional technology training agreed by Party A and Party B according to Article 39 of the Contract has not expired upon the expiration of the term of the Contract.

35. When the Contract is dissolved or terminated according to regulations above, Party A shall issue the certificate of dissolving or terminating the labor, specifying the term of labor contract, date of dissolving or terminating the Labor Contract, working post and the serving length of Party A and other contents.

36. When the Contract is terminated, Party B shall immediately stop engaging in all activities in the name of Party A or complete outstanding affairs at the request of Party A, and settle all accounts. Party B shall return all the possessed property of Party A and transfer all documents and files (including but not limited to written documents and electronic files) within 3 days from the date of termination of the Contract. Party A shall handle dismissal procedures for Party B after confirmation, and Party A shall issue the consent of dismissal If Party B fails to complete the above handover procedures, Party A may refuse to complete the dismissal procedures of Party B and may use the amount due to Party B to offset the losses suffered by Party A.

#### **Chapter XI Economic compensation and indemnification**

37. If the Contract is terminated according to Article 28, Article 31 and relevant laws and regulations after Party A proposes to dissolve the Contract and reaches a consensus according to Article 26 of the Contract, Party A shall provide Party B with the economic compensations according to law.

38. If the Contract is terminated because Party B violates the Contract, Party B shall compensate for the losses caused to Party A thereby according to the laws and regulations. Party A shall have the right to deduct the economic losses caused to Party A for the reasons of Party B from the corresponding wages or any other remuneration to be paid to Party B to offset the losses, and in case of the insufficient part, Party A shall still have the right to require Party B to compensate.

39. If Party A bears the expenses of professional technology training for Party B, before training Party B, Party A may require Party B to sign an agreement and agree on the service period; If Party B resigns by violating the service period, Party B shall compensate for the training expenses borne by Party A at the time of resigning. Training expenses include the certified training expenses of professional technology training, travel expenses during the training period and other direct expenses caused by training for Party B paid by Party A.

40. If Party A dissolves or terminates the Labor Contract in the circumstance of violating the Contract and pays the compensations to Party B according to law, it will no longer pay the economic compensations.

#### **Chapter XII Resolution of labor dispute**

41. Any dispute arising from the interpretation and performance of the Contract shall be resolved through friendly consultation by both parties. If it is not resolved through friendly negotiation, one or both parties may submit it to a labor dispute arbitration committee with jurisdiction within one year from the date of the dispute for arbitration. Except as otherwise provided by relevant laws and regulations, if both parties have no objection to the arbitration award of the labor dispute arbitration commission, the arbitration award shall be final and binding on both parties; Either party that refuses to obey the arbitration award, such party may apply for revoking the arbitration award or file a lawsuit to the court with the jurisdiction according to law.

#### **Chapter XIII Others**

42. The labor disciplines provided for Party B and known to Party B, which Party B agrees to observe, shall

have the same legal effect as the Contract. In case of any conflict between the labor disciplines and the Contract, the Contract shall have the effect in priority.

43. Both parties may modify part of the contract content by signing *Agreement on Changing the Labor Contract* in Annex B to the Contract, or sign a new labor contract upon reaching a consensus.

44. The invalidity and unenforceability of any term shall not affect the validity of other terms of the Contract.

45. Neither party's failure nor delay in exercising its rights hereunder shall constitute a waiver of such rights.

46. If the Contract is inconsistent with relevant laws and regulations, the regulations of relevant laws and regulations shall prevail.

47. The Contract shall take effect from the date first written above after both parties sign and affix the seal.

Party A: Luoxin Biotechnology (Shanghai) Co., Ltd.

Party B:

Signature: \_\_\_\_\_

Signature: Dong, Jiaqiang (Signature)

Date:

Date: September 28, 2018

Luoxin Biotechnology (Shanghai) Co., Ltd. (Seal)

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Certificate of Translation

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Commissioner:

I, Ji, Haoyun, declare the following:

1. I understand the English language when it is written; I am familiar with the English language and the Chinese language; and I am familiar with terms in contract.

2. Pursuant to applicable regulation, I certify and verify that the attached translation of Employment contract: labor contract between Luoxin Biotechnology (Shanghai) Co., Ltd and Dong Jiaqiang dated September 28, 2018, is accurate.

3. I have been warned that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. 1001) and may jeopardize the validity of the application or any patent issuing thereon. All statements made of my own knowledge are true and that all statements made on information and belief are believed to be true.

May 18, 2021  
Date

Ji. Haoyun  
[Ji, Haoyun]