

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6824439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
YUKWAI YEUNG	02/20/2014
RECEIVING PARTY DATA	
Name:	JOHNSON ELECTRIC ASIA LIMITED
Street Address:	12 SCIENCE PARK EAST AVENUE, 6/F
Internal Address:	HONG KONG SCIENCE PARK
City:	SHATIN, NT
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16032965
CORRESPONDENCE DATA	
Fax Number:	(416)981-3366
<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:	4163632775
Email:	info@millmanip.com
Correspondent Name:	MILLMAN IP INC.
Address Line 1:	401 BAY STREET
Address Line 2:	SUITE 2108, BOX 60
Address Line 4:	TORONTO, ONTARIO, CANADA M5H 2Y4
ATTORNEY DOCKET NUMBER:	JEL-010
NAME OF SUBMITTER:	SUSAN SIHOTA
SIGNATURE:	/Susan Sihota/
DATE SIGNED:	07/21/2021
Total Attachments: 9	
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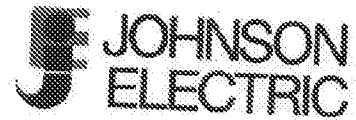
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Johnson Electric Asia Limited



innovating motion

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Private & Confidential

December 31, 2013

Mr. YEUNG Yuk Wai, Elton
Staff no.: 08671
APG-ETM

Dear Elton,

Re: Employment Contract - Senior Engineering Manager

This refers to your previous signed agreement on 5P work schedule (work consecutively 5 days per week in Shajing) and please be informed that your work schedule will be revised effective January 1, 2014.

This employment contract is effective January 1, 2014, upon your acceptance of its terms, and replaces any prior contract and terms in place. The Company will recognize the years of service that you have earned from your employment with Johnson Electric International Limited since September 23, 1998.

You shall receive remuneration and other benefits as set out in the attached Employment Contract.

We would like to take this opportunity to thank you for your hard work and dedication. We look forward to your continued support.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Eric So'.

Eric So
Vice President, Engine & Transmission Management
Automotive Products Group

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PATENT
REEL: 056932 FRAME: 0973

Employment Contract: Terms and Conditions for Mr. YEUNG Yuk Wai, Elton

1. Position:

Senior Engineering Manager. You will report directly to the Engineering Director.

2. Remuneration:

You will receive a monthly salary of _____ equating to an annual salary of _____ paid in 12 equal payments. You will continue to receive a monthly allowance of _____

You will be liable to pay all applicable Hong Kong tax on your income. Since income tax is not deducted at source in Hong Kong, you are responsible for paying your own tax to the Government of the Hong Kong Special Administrative Region (HKSAR). Any income taxes owed by you on your employment earnings in any other jurisdiction are also your responsibility alone.

Your salary is next subject to review on July 1, 2014, and no less frequently than annually thereafter.

3. Details of Employment

You will be employed under a Hong Kong contract and you are required to have and maintain eligibility for employment and residence in Hong Kong Special Administrative Region. Duties are assigned and are generally in keeping with those contained in the Position Description document attached. Frequent travel and extended hours of work may be required.

4. Work Schedule

You are required to work on a "4+1 schedule" i.e. Four (4) days per week at Shajing work site and one (1) day per week at Hong Kong work site.

To assist you to be exempted from PRC Individual Income Tax (IIT), the Company has devised below steps for the "4+1 schedule" ("the Steps"). You are responsible to check and comply with the Steps if you wish to exempt your employment income from IIT: -

1. You should carefully read 'the Arrangement between the Mainland of China and the HKSAR for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion' issued by the Inland Revenue Department - Income ("The Arrangement")¹. The Arrangement provides a comprehensive guide to assist obtaining exemption from IIT in the PRC.

¹ For details please visit: <http://www.ird.gov.hk/eng/pdf/pam63e.pdf>

- ii. You should ensure your days of physical presence (including work and/or personal visit, however brief and for whatever reasons) in PRC Mainland (Note: For this Employment Contract the above expression excludes Hong Kong and Macau) must not exceed 183 days in any 12-month period commencing or ending in the taxable period concerned.²
- iii. You must complete a PRC Visit Log provided by the Company for each visit to PRC Mainland (again including work and/or personal visit, however brief and for whatever reasons). This log should be kept in duplicate; one copy for your record and one copy to be submitted to BU HR (Jane Pang, ext 816-7490) at the conclusion of each month during which you are employed under this Employment Contract.
- iv. You should carefully arrange your travel (and agree with your supervisor) between Hong Kong and PRC Mainland such that you will maintain full-time attendance at one work site only (i.e. either Hong Kong or Shajing) on any particular day.
- v. This is a Hong Kong Employment Contract and you will observe only Hong Kong General Holidays. You will work in Hong Kong work site on any PRC statutory holidays.

Departing from the above Steps, your employment income may be chargeable to IIT and you are responsible for the IIT or the difference between income tax in Hong Kong and IIT. No additional or special tax allowance or protection will be paid to you associated with this Employment Contract.

However, if your work requires you to depart from the Steps, you should obtain approval from your supervisor and the Human Resources Department. If the Company has pre-approved or endorsed your departure from the Steps, and work related extended stay in PRC Mainland was the reason of your employment income being subject to IIT, the Company will provide gross up or tax protection for the difference between IIT and income tax chargeable in Hong Kong.

If you have any questions to the above, you should consult the Human Resources Department without hesitation.

No additional or special allowance will be paid to you associated with this Employment Contract. The 5P monthly allowance of _____ you have received via pre-existing Employment Contracts hereby converted to taxable allowance and the same amount will be paid together with your payroll.

² Note: The taxable period in the PRC is the calendar year, whereas the taxable period in Hong Kong is the period from 1 April to 31 March of the next year.

5. Annual Incentive Plan (AIP):

You are eligible to participate in the company's Annual Incentive Plan (AIP). This is a discretionary bonus scheme, where financial and non-financial targets are established to measure business and personal performance. The target payout is _____ of your base salary. The maximum payout under this plan is _____ of your base salary. To receive any award, you must be an active employee on the date of payout. AIP is aligned to our financial year, which runs from April 1 to March 31.

The terms and conditions of the AIP are subject to review on an annual basis. You will be provided with a copy of the plan document by separate cover.

6. Medical Plan:

You are entitled to benefits under the Company's Medical Insurance Scheme (Plan 1) upon commencement of this Employment Contract. Plan information will be provided to you by separate cover.

7. Accidental Death Insurance:

Your coverage is two (2) times your annual basic salary, up to the plan maximum in effect at the time of claim. Coverage is subject to evidence of insurability.

8. Annual Leave:

You are entitled to fifteen (15) paid holidays in each full calendar year, to be taken at a mutually agreed upon time.

9. Occupational Retirement Schemes:

You will be enrolled in the Occupational Retirement Schemes (ORSO) as per regulations stipulated by the Government of Hong Kong Special Administrative Region. The Company will contribute 5% of your base salary to this scheme.

10. Tax Arrangement:

All of the benefits and allowances listed here may be taxable for you as income. No gross up or tax protection is provided by the Company for you regarding these payments.

You are fully responsible for any personal tax on employment income paid to you in any jurisdiction which requires you to do so.

11. Other Terms:

In addition to the terms and conditions of employment described above, it is a condition of employment that you further agree to abide by the following:

i. Inappropriate Benefits from Vendors/ Customers

You shall not, except with the consent of the Company, solicit, obtain or receive for yourself or for your benefit, from any of the vendors or customers from any Company of the Johnson Electric Group³, any gift, present, gratuitous payment, commission, rebate or discount whatsoever, any violation to this will make yourself subject to the Company's disciplinary action and /or summary dismissal.

ii. Confidentiality

a. During the continuance of this Employment Contract or at any time after the termination hereof, you will not, directly or indirectly, for any reason whatsoever, disclose, make known, divulge, furnish or make available to any person corporation whatsoever or otherwise, any confidential information or trade secrets of the Johnson Electric Group including but not limited to customers names, price, drawings, specifications or other data relating to any products, machinery, equipment, processes, inventions or developments of the Johnson Electric Group or improvements thereto or the techniques, methods, systems, devices, know-how or product/service concepts used by the Johnson Electric Group or improvements thereto and information relating to the financial positions, contracts, negotiations or services of the Johnson Electric Group which you have or may have acquired in the course of your employment.

b. All originals or copies of drawings, specifications, data or other documents containing trade secrets or confidential information which are made by you or come into your possession during the continuance of this Employment Contract belong to the Company or the relevant Johnson Electric Group company absolutely, must be surrendered to the Company or the relevant Johnson Electric Group company on demand and, in any event, on the termination of this Employment Contract.

iii. Inventions

a. If, at any time during the continuance of this Employment Contract, you shall discover, make or conceive, either by yourself or jointly with any other person or persons, any invention, discovery, formula, design, process, adaptation or improvement which relates to or is connected with or capable of being worked or employed in connection with any trade or business for the time being carried on by the Johnson Electric Group, you shall promptly submit the full particulars thereof in writing to the Company or the relevant Johnson Electric Group company. You hereby agree that proprietary rights to the said invention, discovery, design formula process adaptation and improvement belong to the Company or the relevant Johnson Electric Group company.

b. You acknowledge that inventions may reasonably be expected to result from the carrying out of your normal duties and of any duties specifically assigned to you and that, accordingly, you have a special obligation to further the interests of the Johnson Electric Group.

³ Johnson Electric Group is defined as Johnson Electric Holdings Limited (HKEX listed: 179) and its subsidiaries including but not limited to the Company.

- c. Any invention related to the Johnson Electric Group's business which is either made in the course of your normal duties or in the course of duties falling outside your normal duties or conception thereof, belongs to and is vest in the Company or the relevant Johnson Electric Group company absolutely and beneficially together with all rights to apply for patent or other similar protection and you shall, if so required, at the expense of the Johnson Electric Group, take all such steps as may be necessary fully and effectually to vest in the Company or the relevant Johnson Electric Group company or as it may direct the full benefit of any rights in such inventions.

IV. Restrictions: Non-competition

a. Conflict of Interest

- i. You shall not, during the continuance of this employment, directly or indirectly engage or be engaged, whether as proprietor, employee, shareholder or otherwise, and whether within or outside of Hong Kong / China, in the business of manufacturing, selling or dealing in any product of the same or a similar design, function or application as products listed in the Johnson Electric Group's sales literature or, to your knowledge, under development by Johnson Electric Group company during the period of your employment.
- ii. Further, you shall not during the continuance of this employment, be engaged, concerned or interested, in any capacity, directly or indirectly, in any company, firm or business which to your knowledge is a supplier to, or customer of, any Johnson Electric Group company.

b. Non-dealing covenant

You shall not so as to compete with any Johnson Electric Group company during the period of 12 months after the date of termination of your employment, directly or indirectly on your own account or on behalf of or in conjunction with any person, firm, company or other organization, conduct any business or activity carried on by any Johnson Electric Group company as at, or during the 12-month period immediately prior to, the date of termination of your employment, in which business or activity you were directly concerned during the course of your employment as at the date of termination or during the 12-month period immediately prior to that date, with any person, firm, company or other entity who was a customer, client or supplier of any Johnson Electric Group company as at, or during the 12-month period immediately prior to, the termination of your employment and with whom you had material dealings, or to your knowledge was a customer, client or supplier of any Johnson Electric Group company, during the said 12-month period.

c. Non-competition area covenant

You shall not so as to compete with any Johnson Electric Group company during the period of 12 months after the date of termination of your employment, carry on or be directly or indirectly engaged or concerned or interested whether as principal, agent, shareholder, investor, director, employee or otherwise, in any business or activity carried on by any Johnson Electric Group company as at, or during the 12-month period immediately prior to, the date of termination of your employment, in which business or activity you were directly concerned in the course of your employment as at, or during the 12-month period immediately prior to, the said date of termination.

d. Non-solicitation covenant

You shall not so as to compete with any Johnson Electric Group company during the period of 12 months after the date of termination of your employment directly or indirectly on your own account or on behalf or in conjunction with any person, firm, company or other organization, solicit, canvass or approach or by any other means seek to conduct business with any person, firm, company or other entity who was a customer, client or supplier of any Johnson Electric Group company as at, or during the 12-month period immediately prior to, the date of termination of your employment and with whom you had material dealings, or to your knowledge was a customer, client or supplier of any Johnson Electric Group company during the said 12-month period for the purpose of conducting any business or activity carried on by any Johnson Electric Group company as at, or during the 12-month period immediately prior to, the date of termination of your employment and in which business or activity you were directly concerned in the course of your employment as at, or during the 12-month period immediately prior to, the date of your employment.

e. Non-poaching covenant

You shall not during the period of 12 months after the date of termination of your employment directly or indirectly induce or seek to induce any employee, representative staff or agent of any Johnson Electric Group company, who was such an employee, representative staff or agent at the said date of termination, and with whom you had material dealings, to leave the services of any Johnson Electric Group company, whether or not this would be a breach of contract on the part of the employee, representative staff or agent, and to work for another employer in the same or a similar capacity in relation to the same type of business.

V. The within covenants and agreements to be performed and/or observed by you upon the termination of your employment shall be applicable irrespective of whether such termination shall be by the Company or you, whether voluntary or involuntary, whether for cause or without cause, and whether by reason of the expiration of this or any other written or oral agreement or arrangements (or any extensions thereof) with (any of) the Company.

VI. It is agreed that any violation by you of the provisions of Paragraph IV of this Employment Contract shall be the proper subject for immediate injunctive and other equitable relief to the Company. You further agree to communicate the contents of Paragraph IV to any prospective employer or associate of you engaged in a business which is competitive to the business of the Company and not the other terms of this employment contract.

VII. Termination

- a. Your appointment with this Company shall be subject to termination by the Company, by notice in writing of immediate termination if you commit any breach of your obligations as stipulated in this Employment Contract or are guilty of serious misconduct tending to bring yourself or any member of the Company or the Johnson Electric Group into disrepute or act otherwise in such a manner as to entitle the Company to terminate this Employment Contract without notice.
- b. Upon your termination, for whatever reason, you shall promptly deliver to the Company all books, documents, papers, materials merchandise, accounts, memoranda, records, keys, drawings, specifications, data, computer files and documents, computer hardwares and other property of or relating to the business of the Company and the Johnson Electric Group which may then be in your possession or under your control and, if you shall then be a director or officer of any company in the Company or the Johnson Electric Group, you shall resign from such position immediately, failing which the Company is hereby appointed the representative of you to effect such resignation on your behalf.
- c. Company-initiated termination of employment, other than for cause, as defined here in paragraph (a), may be initiated. In this event, payments to you will be made as follows:

Upon commencement of this employment contract, one (1) time your then base monthly salary as payment in lieu of notice. If the law requires termination payments within such time period, the Company will meet, but not exceed, the minimum statutory requirements.

No payment will be made to you upon your termination for retirement or upon the renewal or completion of any limited, or term, contract.

In the event of Company-initiated termination for cause, then no payments will be provided to you.

In the event of employee-initiated termination, then one (1) month's worked notice will normally be expected.

Other than as provided for here, no other payments will be made on termination.

VIII. Notices

Any notice required to be given hereunder, shall in the case of notice to the Company, be deemed duly served if left at or sent by registered post to the Corporate Human Resources office of 8/F, 12 Science Park East Avenue, Hong Kong Science Park, Shatin, NT, Hong Kong, for the time being, of the Company and, in the case of notice to you, if handed to you personally or left at or sent by registered post to your last known address. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and, if served by post, ten working days after posting, counting from the date of the postage chop.

IX. Interpretation

The headings to the Clauses are for convenience only and have no legal effect. References to Clauses and the Schedule are to the clauses of and the Schedule to this Employment Contract.

X. Law and Jurisdiction

This Employment Contract shall be interpreted and enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the parties hereto submit to the exclusive jurisdiction of the courts of Hong Kong. This Employment Contract is also subject to and conditional upon the employee obtaining a work visa for Hong Kong and maintaining such a visa throughout the employment period, if applicable and required for working in Hong Kong.

XI. Severability

The various provisions of this Employment Contract are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Employment Contract.

Please indicate your acceptance by signing below and returning a copy of this letter to Human Resources Department either by email to evita.leung@johnsonelectric.com or fax at (852) 2663 6103.

Yours sincerely,

For and on behalf of: -
Johnson Electric Asia Limited



Eric So
Vice President, Engine & Transmission Management
Automotive Products Group

Agreed and accepted by

Mr. YEUNG Yuk Wai, Elton

Date: 27. 2014/2/20

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