

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6845734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LABOR CONTRACT
CONVEYING PARTY DATA	
Name	Execution Date
DONGMING CHEN	09/02/2019
RECEIVING PARTY DATA	
Name:	BEIJING XIAOMI MOBILE SOFTWARE CO., LTD.
Street Address:	NO. 018, FLOOR 8, BUILDING 6, YARD 33, MIDDLE XIERQI ROAD
Internal Address:	HAI DIAN DISTRICT
City:	BEIJING
State/Country:	CHINA
Postal Code:	100085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17392560
CORRESPONDENCE DATA	
Fax Number:	(720)931-3001
<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:	7209313000
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ATTORNEY DOCKET NUMBER:	717315
NAME OF SUBMITTER:	JANICE PRICE
SIGNATURE:	/Janice Price/
DATE SIGNED:	08/03/2021
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VERIFICATION

I, TIAN, Xiaoxiao of 2nd Floor, East Building, No. 45, Beiwa Road, Haidian District, Beijing 100142, China, do hereby certify that I am a technical translator duly authorized by the Applicant of the application and that the attached/enclosed document is a complete and faithful English translation of the labor contract.

Dated this 21th day of July 2021

Signature Tian, Xiaoxiao

Name TIAN, Xiaoxiao

Designation TRANSLATOR



Labor contract

Party A: BEIJING XIAOMI MOBILE SOFTWARE CO., LTD.

PATENT
REEL: 057179 FRAME: 0539

Party B: Dongming Chen

Date of signing: September 2, 2019

Name of Party A (Employer): BEIJING XIAOMI MOBILE SOFTWARE CO., LTD.

Address: ROOM 01, FLOOR 9, RAINBOW CITY SHOPPING MALLII OF CHINA RESOURCES, NO. 68, QINGHE MIDDLE STREET, HAIDIAN DISTRICT, BEIJING 100085, CHINA

Legal representative: Wang Chuan

Name of Party B (laborer): Dongming Chen

ID card number (or other valid ID card number):

In accordance with the Labor Law of the People's Republic of China, Labor Contract Law of the People's Republic of China and other laws, regulations and rules, Party A and Party B agree to conclude this labor contract on the basis of equality, voluntariness and consensus, and abide by the terms listed in this contract together.

Article 1 Employment

1.01 Party A shall employ party B according to the development needs of the company and the terms specified in this contract. Party A may adjust Party B's job content, position and post in accordance with the relevant regulations of the state and the company, which shall be determined in writing after both parties reach a consensus through negotiation.

Article 2 Effective Contract and Employment Period

2.01 This contract shall come into force after being legally signed by both parties. Any doubt about the specific terms in the contract shall be raised before signing the contract. After the contract is legally signed by both parties, either party shall not change the contents of the contract without the consent of the other party.

2.02 This contract is a fixed-term labor contract. This contract comes into effect on September 2, 2019 and terminates on September 30, 2022. The probation period is from September 2, 2019 to March 1, 2020, with a period of 6 months.

Article 3 Special Agreement (Liability and Compensation for Breach of Other Contracts)

3.01 Party B hereby confirms to Party A that Party B did not maintain labor relations with any other third party when signing this contract. Party B also declares and warrants that: there will be no "violation of any other contract or agreement of Party B as a party to the contract" when signing and performing this contract, nor any infringement of existing or past labor relations between Party B and any third party.

3.02 If Party B conceals the maintenance of labor relations with a third party or provides false separation certificates, resulting in Party A being claimed for compensation by a third party, Party B shall compensate Party A for all losses arising therefrom.

Article 4 Job Responsibilities

4.01 Party B agrees to work as an engineer according to Party A's work needs. Party B shall complete the specified work contents on time according to the requirements of Party A, meet the specified quality standards, and perform the following obligations;

- (1) Abide by the national constitution, laws and regulations;
- (2) Abide by Party A's rules and regulations and labor discipline;
- (3) Maintain the honor and interests of Party A;
- (4) Be loyal to their duties and work diligently;
- (5) Keep Party A's business secrets, and shall not use Party A's business secrets to seek economic benefits for himself or other economic organizations and individuals.

4.02 Party B agrees that the work place or work area arranged by Party A is Beijing. Party A may change the work place in written form with the consent of Party B according to the work needs.

Article 5 Working Hours and Rest and Vacation

5.01 Party A arranges Party B to work according to the working hours system stipulated by national laws.

5.02 Party B shall enjoy the right of vacation on the statutory holidays stipulated by the state, and

shall enjoy paid annual leave, marriage leave, maternity leave, paternity leave, funeral leave, etc. Party B's annual leave and other leave shall be determined according to Party A's employee handbook and other rules and regulations.

5.03 If Party A arranges Party B to extend working hours or work on rest days or statutory holidays, Party A shall arrange Party B to take compensatory time off or pay corresponding wages according to law.

Article 6 Labor protection and working conditions

6.01 Party A shall provide Party B with necessary labor conditions and tools, and formulate work specifications, labor safety and health systems and standards.

6.02 Party A shall be responsible for educating and training Party B on political ideology, professional ethics, business technology, labor safety and health and relevant rules and regulations.

6.03 All rules and regulations stipulated by Party A according to law shall be publicized to Party B. Party B shall strictly abide by the rules and regulations formulated by Party A, complete labor tasks, improve professional skills, implement labor safety and health regulations, and abide by labor discipline and professional ethics.

Article 7 Labor Discipline and Rules and Regulations

7.01 During the term of this contract, Party B shall obey Party A's work arrangement, strictly abide by Chinese laws and regulations and labor discipline and other rules and regulations formulated and promulgated by Party A according to law, take good care of Party A's property, work actively and complete all work tasks.

7.02 If Party B violates labor discipline or other rules and regulations, Party A may give corresponding disciplinary sanctions, economic penalties, etc. according to the rules and regulations of this unit until the contract is dissolved.

7.03 Where Party B violates laws or Party A's rules and regulations and causes economic losses to Party A, Party A has the right to claim compensation from Party B for the losses.

7.04 Party A has the right to reasonably revise its labor discipline and rules and regulations according to the needs of its operation and management. With regard to the revision of labor discipline and rules and regulations, Party A may notify Party B in any way it deems appropriate (including but not limited to notices, circulars, emails, memos, Employee Handbook, OA website of the company, APP, etc.), and ask Party B to sign for it.

Article 8 Labor remuneration

8.01 Party A shall determine Party B's salary according to its own salary system and Party B's work tasks, which shall be agreed by other documents.

8.02 Party A has the right to adjust the wage policy and scheme according to Party B's work performance, position change, or Party A's salary and position, or adjust Party B's wage level according to Party A's operating conditions.

8.03 Party A shall pay Party B monthly wages in the form of legal tender, and shall not deduct or default without reason. The wages paid by Party A to Party B shall not violate the national minimum wage regulations.

8.04 The salary amount in Item 8.01 above is determined through negotiation between both parties, which has covered various benefits stipulated by the state and local authorities except salary.

8.05 The following expenses and payments can be deducted or deducted from the salary paid to Party B:

(1) Compensation or fines payable by Party B that Party A is required to withhold by the effective court judgment and arbitration award;

(2) According to this contract, or the Confidentiality and Non-Competition Agreement signed by Party A and Party B, or the effective court judgment or arbitration award, Party B shall pay Party A the fine or compensation.

8.06 Party A may decide whether to pay bonuses to Party B according to its operating conditions and Party B's work performance. The specific amount, payment conditions and forms of bonus shall be determined by Party A.

Article 9 Social insurance and welfare benefits

9.01 Party A shall pay basic pension, basic medical care, unemployment, work injury, maternity insurance and other welfare benefits for Party B according to national and local laws, regulations and policies on social insurance.

9.02 According to the relevant regulations of the state, Party A has the obligation to withhold and remit personal income tax and social insurance or other welfare benefits for Party B, which should be borne by Party B personally.

9.03 Party B's medical treatment for illness or non-work-related injury, work-related injury treatment and various treatment during pregnancy, childbirth and lactation shall be implemented in accordance with the relevant social insurance policies and regulations of the state and the place where Party B works.

Article 10 Alteration, dissolution, termination and renewal of labor contract

10.01 If the objective conditions on which this contract is concluded have changed significantly, resulting in the failure to perform the specific clauses in this contract, the relevant contents of this contract may be changed upon the negotiation and consent of both parties.

Major changes include but are not limited to the following:

- (1) Force majeure occurs that makes it impossible to perform all or part of the terms of this contract;
- (2) Party A migrates, merges with other companies or sells or transfers its assets to other companies or third parties;
- (3) Party A's business policy or situation has undergone major adjustment or change;
- (4) Relevant departments of Party B are abolished or sold or transferred to other companies or third parties;

- (5) Party A declares bankruptcy, dissolution or liquidation according to law;
- (6) The new laws and regulations promulgated by the Chinese government make it difficult for one or both parties to fulfill the provisions of this contract.

10.02 This contract can be dissolved after both parties reach a consensus through negotiation.

10.03 In case of any of the following circumstances of Party B, Party A may terminate this Contract:

- (1) During the probation period, it is proved that they do not meet the employment conditions;
- (2) Serious violation of labor discipline or Party A's rules and regulations;
- (3) Serious dereliction of duty, malpractice for personal purposes, causing significant damage to Party A's interests;
- (4) When suspected of violating discipline, evading or obstructing the investigation of the Ministry of Human Resources, the Ministry of Supervision and other relevant departments, or adopting methods such as destroying or forging evidence to cover up the fact of disciplinary violation;
- (5) Establishing labor relations with other employers at the same time, which seriously affects the completion of Party A's work tasks, or refuses to make corrections after being proposed by Party A;
- (6) Seriously affecting the reputation or image of Party A;
- (7) Exposing Party A's confidential or proprietary information or business secrets, causing serious losses to Party A;
- (8) Party B causes Party A to conclude or change the labor contract against its true intention by means of fraud, coercion or taking advantage of others' danger;
- (9) Being investigated for criminal responsibility according to law;
- (10) Other circumstances under which the company may terminate the labor contract as stipulated by laws, administrative regulations and company rules and regulations.

10.04 Under any of the following circumstances, Party A may terminate this contract, but shall notify Party B in writing 30 days in advance:

- (1) If Party B suffers from illness or non-work-related injury, after the medical treatment period stipulated by law expires, Party B cannot engage in the original work or other work arranged by Party A;

- (2) Party B is incompetent and still incompetent after training or post adjustment;
- (3) Both parties can't reach an agreement on changing the contract according to Article 10.01 of this contract.

10.05 In case of any of the following circumstances of Party B, Party A shall not terminate this contract according to Article 10.04 of this contract:

- (1) The occupational health examination before leaving the post has not been carried out in the operation exposed to occupational hazards, or the suspected occupational patient is in the period of diagnosis or medical observation;
- (2) Suffering from occupational diseases or work-related injuries, and reaching the level of labor contract that cannot be terminated or dissolved as stipulated by the state;
- (3) Sick or injured, within the prescribed medical treatment period;
- (4) Party A has worked continuously for fifteen years and is less than five years away from the statutory retirement age;
- (5) Other circumstances that meet the requirements of laws and administrative regulations.

10.06 Under any of the following circumstances, Party B may notify Party A to terminate this contract, and Party A shall pay Party B corresponding labor remuneration and pay social insurance according to law:

- (1) The employer fails to provide labor protection or working conditions as agreed in the labor contract;
- (2) The employer fails to pay labor remuneration in full and on time;
- (3) The employer fails to pay social insurance for workers according to law;
- (4) The rules and regulations of the employer violate the provisions of laws and regulations and damage the rights and interests of workers;
- (5) The employer invalidates the labor contract due to the circumstances stipulated in the first paragraph of Article 26 of the Labor Contract Law of the People's Republic of China;
- (6) Other circumstances under which the laborer may terminate the labor contract as stipulated by laws and administrative regulations.

10.07 When Party B terminates the labor contract, it shall notify Party A in writing thirty days in advance. If both parties agree on the period of confidentiality, the period of advance notice shall be subject to the period of confidentiality. Party A may terminate the labor contract when Party B

completes the business, clears up the creditor's rights and debts handled, and completes the work handover.

10.08 If Party B leaves his post without submitting his resignation report 30 days in advance, or terminates this contract in violation of the stipulations of this contract, Party A has the right to terminate the labor contract for him after the expiration of the 30-day period stipulated by law. If any losses are caused to Party A, Party B shall also compensate Party A for all losses.

10.09 Upon the expiration of this contract, the labor contract shall be terminated. Party A and Party B may renew the labor contract after negotiation.

10.10 If both parties agree on the period of confidentiality, if the remaining period of the labor contract is shorter than the period of confidentiality due to Party B before the expiration of the contract, Party A may request that the labor contract be postponed to the expiration of confidentiality. If Party B proposes that the advance notice period for terminating the labor contract is shorter than the period for confidentiality removal, Party A may request to continue to perform the contract until the expiration of confidentiality removal.

Article 11 Liability and economic compensation for breach of contract

11.01 If Party B violates the provisions of this contract or laws and regulations and causes losses to Party A, Party B shall compensate Party B, including but not limited to:

- (1) Training fees and recruitment fees paid by Party A;
- (2) All economic losses caused by Party B's actions to Party A's production, operation and work;
- (3) All losses and damages to Party A's property caused by Party B's actions;
- (4) Other compensation expenses agreed in this contract.

11.02 If Party B is in any of the situations in Items 2, 3, 4, 5, 6, 7, 8,9 and 10 of Item 10.03, Party A reserves the right to claim compensation in accordance with the law in addition to dissolving this Contract.

11.03 If Party A violates the provisions of this contract or laws and regulations, Party A shall compensate Party B in accordance with the Labor Law of the People's Republic of China and the

Labor Contract Law of the People's Republic of China. Unless required by the above laws and regulations, Party A has no obligation to make any other compensation.

Article 12 Confidentiality and Competition Restriction

12.01 Party B shall strictly abide by the terms and conditions of the Employee Code of Conduct and Employee Handbook signed by both parties. Violation of the terms and conditions of the Employee Code of Conduct and the Employee Handbook shall be regarded as one of the most serious violations of rules and regulations, and Party A shall not only be entitled to compensation for corresponding losses, but also may terminate this contract.

12.02 Party B shall not disclose to anyone other than Party A or use the following information or secrets for any purpose other than his work in Party A during his work in Party A and at any time thereafter: any confidential or proprietary information or trade secrets of Party A or its affiliated companies; any information obtained by Party A or its affiliated companies from other parties and obligated to be treated as confidential or proprietary information.

12.03 Within 24 months after the termination of the contract, Party B shall not engage in business activities that have a competitive relationship with Party A or work in a unit that has a competitive relationship with Party A. If Party B violates the non-competition agreement, it shall bear liquidated damages; Party B acknowledges and agrees that it has received sufficient remuneration and compensation from Party A for assuming the non-competition obligation.

Article 13 Handling of labor disputes

13.01 Any labor dispute arising from the performance of this Contract shall be settled by both parties through friendly negotiation first. If both parties fail to settle the dispute through negotiation within one year from the date when either party knew or should have known the occurrence of the labor dispute, either party may apply to the Labor Dispute Arbitration Committee for arbitration according to the law. If either party refuses to accept the award, it may bring a lawsuit to the people's court where Party A is located, except as otherwise provided in the Labor Dispute Mediation and Arbitration Law of China.

Article 14 Others

14.01 The following special agreements and rules and regulations shall serve as annexes to this contract and have the same legal effect as this contract

- (1) “Employee Code of Conduct”
- (2) “Employee Handbook”
- (3) The “Confidentiality and Competition Restriction Agreement” signed by both parties
- (4) Various labor disciplines, rules and regulations formulated by Party A in accordance with the law
- (5) The documents that are separately agreed by both parties as an annex to this contract

14.02 Any matters not covered in this contract may be settled by both parties through negotiation. If it is contrary to the relevant provisions of national laws and administrative regulations in the future, the relevant provisions shall prevail.

14.03 The delay or failure of either party to exercise any rights stipulated in this contract shall not constitute a waiver of such rights.

14.04 This contract is made in duplicate, one for each party.

14.05 Party B determines the following addresses as the delivery addresses of documents and instruments related to labor relations management. If the following addresses change, Party B shall inform Party A in writing.

E-mail:

Mailing address:

Mobile phone:

(The following is the signature page of the labor contract, but there is no text)

Party A (seal)

Legal representative (entrusted agent):

(Signature)

Party B (signature): Dongming Chen

September 2, 2019

Code of Conduct for Employees

BEIJING XIAOMI MOBILE SOFTWARE CO., LTD.

Dongming Chen (employee)

jointly sign

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In order to establish a good business order, create a good development environment, put an end to non-standard business activities, safeguard the commercial interests of group companies, and advocate the moral concept and code of conduct of honesty, trustworthiness and due diligence, Xiaomi Group Company ^[1] (hereinafter referred to as “the Company”) specially formulates this Code of Conduct for Employees (hereinafter referred to as “the Code of Conduct”), which is Dongming Chen, (employees) (hereinafter referred to as “Party B”) and Beijing Xiaomi Mobile Software To avoid ambiguity, Party B's violation of this document shall be deemed as a violation of the Labor Contract.

Part I Code of Integrity

1.01 Party B shall not violate the relevant laws and regulations of the People's Republic of China on anti-corruption, bribery, anti-commercial bribery and anti-corruption, when paying or receiving commissions and remuneration from external units or individuals, or providing entertainment and gifts. For example, according to the “Criminal Law of the People's Republic of China” and the “Provisions of the Supreme People's Procuratorate and the Ministry of Public Security on the Prosecution Standards for Criminal Cases under the Jurisdiction of Public Security Organs (II)”, employees of companies, enterprises or other units take advantage of their positions to ask for other people's property or illegally accept other people's property, seek benefits for others, or take advantage of their positions to accept kickbacks and handling fees in various names, which are owned by individuals. If the amount is more than 5,000 yuan, the public security organs will file a case for investigation and investigate their criminal responsibilities.

1.02 According to the laws and regulations of our country, this Code of Conduct and the laws and regulations of anti-corruption and anti-commercial bribery in the country or region where the company operates, Party B shall not engage in the following activities or behaviors while working in the company:

(1) Bribery any domestic or foreign government official and/or any agent thereof, or any employee of a company owned or controlled by any government agency in a direct or indirect way;

(2) Party B and/or relatives ask for or accept any benefits (including but not limited to the benefits listed in Article 1.04 of this Code of Conduct) provided by suppliers ^[2] or other business partners directly or through third parties. If all kinds of benefits listed in Article 1.04 of this Code of Conduct are given by suppliers or other business partners in a normal way, Party B shall turn them over to the company for processing, and shall not take them as their own;

[1] “Xiaomi Group Company” refers to companies or other commercial entities wholly owned by Xiaomi Corporation and directly or indirectly controlled, including but not limited to Xiaomi Communication Scanning Technology Co., Ltd. and Xiaomi Technology Co., Ltd.

[2] "Supplier" refers to individuals, enterprises or other organizations and institutions that directly or indirectly provide goods or services to the company.

(3) When Party B receives an invitation from suppliers or other business partners to provide benefits directly or indirectly (including but not limited to the benefits mentioned in Article 1.04) (including requiring or providing them to Party B), it shall report it to the immediate partner or immediate vice president in writing (including e-mail) before accepting the invitation.

1.03 When Party B and/or its relatives receive gifts, gifts and other benefits in disguised form provided by suppliers or business partners directly or through a third party, Party B and/or its relatives shall submit them to the Administration Department of the Company within 7 working days from the date of receiving the benefits according to the following principles:

(1) Gifts, including but not limited to cash, vouchers, shopping cards, etc., which have actual face value and can be circulated in the market, regardless of the amount, shall be handed over to the administrative department of the company;

(2) Gifts, including physical objects, securities or other equivalents, shall be handed over to the administrative department of the company when the market value reaches or exceeds RMB 200 yuan;

(3) Other disguised benefits transfer, including but not limited to providing free labor, borrowing privately, bearing expenses, arranging convenience, etc., shall be reported to the immediate partner or the immediate vice president in time, and handled according to the instructions of the immediate partner or the immediate vice president.

1.04 The administration department of the company is responsible for the registration, storage and distribution of gifts, and the supervision department of the company is responsible for checking and supervising whether the use of gifts is standardized. Gifts submitted in accordance with this part of the guidelines should be handled as follows in principle:

(1) For articles with market value exceeding RMB 200 yuan (including RMB 200 yuan), after being registered by the Administration Department and approved by the direct partner or vice president of the Administration Department, they can be given appropriate discount according to the market value and then purchased by the recipient first;

(2) For items suitable for office use, the administrative department shall apply to the direct partner or the direct vice president, and after approval, they shall be converted into office materials;

(3) Food, tobacco, alcohol, fruit and other goods with warranty period shall be reserved for the company's own use after the administrative department applies to the direct partner or the direct vice president;

(4) If it is difficult to return gift certificates and shopping cards, the Administration Department will arrange for them to be used as prizes and activities for Party B;

(5) For other items with greater value or electronic products with faster depreciation, the Administration Department may auction them regularly within the company at a discount;

(6) The cash paid in gift money, the cash cashed in gift card and the cash for selling goods shall be registered in detail by the Administration Department.

Part II Code of Conduct for Related Party Transactions and Related Investment

2.01 The company has an internal compliance committee (contact investment@xiaomi.com), which is responsible for the management of the company's employees' personal investment activities and related party transactions. The composition of the committee is jointly designated by Lei Jun and Lin Bin and can be changed from time to time.

2.02 Without the written consent of the Internal Compliance Committee (including e-mail), Party B and/or any related party ^[3]) shall not engage in the following investment-related behaviors (hereinafter referred to as "related investment"):

(1) Investing in business entities that are related to the company's main business or have business dealings, except for the following situations: (a) before investing, it has been reported to the internal compliance Committee in accordance with the reporting procedure in article 2.04, and the internal compliance Committee has agreed to the investment behavior in writing; or (b) the investment behavior of purchasing shares of a listed company and accounting for no more than one percent (1%) of the total issued share capital of the listed company. In order to avoid misunderstanding of this clause, the interpretation of relevance shall be made by the Internal Compliance Committee, and Party B shall consult the Internal Compliance Committee for any questions about relevance;

(2) Any investment behavior made by using known but undisclosed information within the company;

(3) Engaging in the above investment behavior through or under the guise of any third party.

2.03 Party B agrees that when both the Company and Party B personally and/or its related parties have the willingness to invest in a third party, Party B shall guarantee that the Company has the priority to invest in the third party.

2.04 Reporting principles and procedures:

(1) When submitting and reporting related investment, Party B shall report the following contents to the designated email investment@xiaomi.com of the Internal Compliance Committee: name of the invested company, investment time, investment amount and share ratio;

(2) Since the signing date of this Code of Conduct, if the enterprise invested by Party B and/or its related party ^[4] is about to have or has had any business dealings with the company, Party B must report the following information of the enterprise to the company within 2 working days from the date of knowing the above business dealings: enterprise name, investment time, investment amount and share ratio;

(3) For any problems or questions arising in the reporting process, you can also consult the Internal Compliance Committee or send the questions to the email address investment@xiaomi.com designated by the Internal Compliance Committee.

[3] “Affiliated party”, for the purpose of Articles 2.02 and 2.03 of this Code of Conduct, as far as any specific entity is concerned, refers to any other subject that directly or indirectly controls the specific subject, is controlled by the specific subject, or is jointly controlled by another person with the specific subject, directly or indirectly through one or more intermediary agencies. For any natural person subject, it refers to the subject's spouse, parents, and children.

[4] “Affiliated party”, for the purpose of Article 2.04 (2) of this Code of Conduct, as far as any particular agency subject is concerned, refers to any other subject that directly or indirectly controls the particular subject, is controlled by the particular subject, or is controlled by others with the particular subject directly or indirectly through one or more intermediary agencies. For any natural person subject, it refers to the spouse's parents, children, grandparents, maternal grandparents, maternal children, maternal grandchildren, siblings, and other close relatives of the subject.

Part III Code of Conduct for Confidentiality

3.01 Party B shall not disclose the following information or secrets (hereinafter referred to as “**confidential information**”) to any individual, unit, institution or organization outside the company during its work in the company and at any time thereafter:

(1) Any confidential information or business secrets of the company or its affiliated companies;

(2) Any information obtained by the Company or its affiliated companies from other parties and obliged to be treated as confidential or proprietary information. In addition, Party B shall not disclose any confidential or proprietary information or trade secrets ^[5] to other Party B of the company (except those who need to know).

(3) If Party B is unclear about the nature and confidentiality of any information, it shall have the responsibility to seek written confirmation from its immediate superior. If it receives information with unclear confidentiality, Party B agrees to treat it as confidential information, unless the immediate partner or immediate vice president confirms in writing that the information is not confidential.

3.02 Party B represents and guarantees that the employment of the Company will not violate any contractual or other obligations undertaken by it. During his employment in the Company, Party B will not use or disclose to the Company any trade secrets or information related to any former employer, principal, partner, associate, customer, customer or supplier that is required to be kept confidential. Party b shall not bring any unpublished documents or any property belonging to the above-mentioned persons or entities into the company unless it obtains the consent of the above-mentioned persons or entities. Party B shall abide by all confidentiality agreements, exclusive rights agreements or other contractual agreements signed with any person or entity. Party B has disclosed to the company all agreements or other documents that may have an impact on party B's employment in the company.

[5] "Confidential or proprietary information" or "trade secret" refers to any form of data and information about the business, technology, practice, products, market, sales, services, financial or legal affairs of the company or its affiliates, or any third party that has business dealings with the company or its affiliates or provides information to the company or its affiliates, which is not known to the public, whether tangible or intangible, including but not limited to: Non-public information about Party B, such as contact information, job responsibilities or description, remuneration and performance; business, sales, marketing, technical, financial and legal plans, suggestions and forecasts; concept, special technology, method, system, design, computer program, code, formula, research, technology, technical characteristics, experimental work and ongoing work.

3.03 If Party B comes into contact with any confidential information of the company during his employment with Party A, Party A shall ensure that he will not handle or obtain any such confidential information for a period of time. Before the expiration and termination of the labor contract or a period of advance notice after Party B proposes to terminate the labor contract, Party B agrees that Party A will transfer his post to a non-confidential position, adjust his salary and change the relevant contents of the labor contract as agreed. The upper limit of this period is 6 months.

Part IV Protection of Intellectual Property Rights

4.01 During Party B's work in the company, intellectual property achievements, including but not limited to inventions, works, computer software, technical secrets, trade secrets and other related intellectual property rights, arising from his own work in the company, the tasks temporarily assigned by the company to be performed by Party B, the tasks dispatched by the company to be performed by a third party, or mainly using the material and technical conditions of the company, shall be enjoyed by the company. As well as the intellectual property achievements made by Party B within one year after legally dissolving the labor contract with the company, which are related to its own work, the tasks that the company temporarily explained to Party B to perform during its employment, or the tasks that the company dispatched to a third party company to perform during its employment, including but not limited to: intellectual property rights related to inventions, works, computer software technical secrets and trade secrets, etc., shall be enjoyed by the company. Party B shall provide necessary information according to the requirements of the Company to cooperate with the Company in handling the intellectual property rights, including but not limited to the application, registration, registration, licensing and transfer of intellectual property rights. The inventor, designer, author, developer or creator shall enjoy the personal rights related to intellectual property rights such as inventions, works, computer software, technical secrets and trade secrets (except that the company shall enjoy the right of authorship according to laws and regulations), and the company respects and assists Party B in exercising the above personal rights.

4.02 During Party B's work in the company, all intellectual property achievements produced within the scope of work were created according to the company's intention with the support of the company. The Company will have all the disposal rights of all the above-mentioned achievements, including but not limited to: applying for, registering, registering, licensing and transferring the said achievements to a third party. If the laws, regulations and rules do not consider all intellectual property achievements produced by Party B within the scope of employment of the company as job creation, Party B hereby irrevocably transfers all rights, ownership and interests of the intellectual property achievements to the company or the third party authorized by the company within the scope permitted by applicable laws. If any rights of the intellectual property achievements (including any personal rights) are not transferable, Party B agrees not to claim or enforce such rights against the company and its affiliates to the maximum extent permitted by law.

4.03 Party B will promptly and fully disclose to the company any and all intellectual property achievements conceived, developed, put into practice or produced by other methods by Party B alone or jointly with others during his employment in the company, including but not limited to inventions, discoveries, designs, works, development achievements, improvements, technical secrets and trade secrets. Party B acknowledges and agrees that these intellectual property

achievements are “job creation”, and all rights, ownership and interests of these intellectual property achievements shall be owned by the company. Party B waives the right claim of any nature that Party B may enjoy now or in the future for infringing any patent application, patent or other intellectual property rights related to any invention belonging to the company.

4.04 Party B has listed all intellectual property achievements currently being developed by Party B and all intellectual property achievements made by Party B before working in the company belonging to Party B or a third party in Appendix I of this Code of Conduct. If such a list is not attached to this Code of Conduct, the Company may consider that Party B has no such intellectual property achievements. For any intellectual property achievements in which Party B enjoys benefits at any time before or during his employment with the Company, if Party B uses or incorporates such intellectual property achievements into any products, services, procedures, processes, machines, development or work-in-progress that have been issued or not issued by the Company, or if Party B allows the Company to use or incorporate such intellectual property achievements, Then the company can think that it has been granted and will have an irrevocable, permanent, royalty-free and worldwide license to exercise any and all rights related to the intellectual property achievements, including but not limited to the right to protect, make, make others make, use and sell the intellectual property achievements and the right to license the above rights to others. This license is an exclusive license under the condition of observing any existing non-exclusive license or other existing rights not controlled by Party B. While working in the company, Party B shall not use or incorporate the intellectual property rights that Party B knows or should know belong to any third party into Party B's work or tasks in the company, including but not limited to any products, services, procedures, processes, machines, development or work-in-progress that have been issued or not issued by the company. If disputes arise between the company and the third party due to the above-mentioned actions of Party B, Party B shall bear all responsibilities.

4.05 The Company has considered the reward for Party B's completion of the above-mentioned service inventions, copyright works and other intellectual property rights in the salary and welfare paid to Party B, and Party B hereby agrees and guarantees not to ask the Company for any additional reward or reward for the service inventions, copyright works or other intellectual property rights specified in this part (except as stipulated by law).

Part V Restrictions on Business Competition and Prohibition of Unfair Acts

5.01 During the working period of the Company and within 24 months thereafter, Party B shall not:

(1) Engage in any competitive activities ^[6], accept the employment of any person or company engaged in competitive activities or agree to provide any form of service to such person or company.

(2) Encourage, persuade, try to persuade, or assist others to persuade or try to persuade anyone used by the company or its affiliated companies to terminate the employment relationship with the company or its affiliated companies.

If Party B finds another job, Party B shall submit this Code of Conduct to all persons and entities with whom Party B is seeking employment and with which Party B is trying to conduct business before accepting the employment.

5.02 The compensation for non-competition shall be paid according to the following standards and methods:

(1) If and only if the company chooses to require Party B to fulfill the non-competition obligation stipulated in Article 5.01 of this Code of Conduct, the company shall pay economic compensation for non-competition to Party B, and the monthly amount of economic compensation for non-competition shall be equivalent to the last year before Party B leaves Party A (where Party B actually works for less than one year, Calculated according to the actual working hours, 30% (30%) of the monthly average basic salary, or the minimum amount stipulated by the effective applicable laws on the date of dissolution or termination of the labor relationship between Party A and Party B, whichever is lower (“**non-competition compensation**”).

(2) The company will pay non-competition compensation to Party B in monthly installments. If the applicable laws or regulations stipulate different payment dates or payment arrangements when the labor relationship between Party A and Party B is dissolved or terminated, the company will abide by these laws or regulations and adjust the payment arrangements accordingly.

Party B's acceptance of the non-competition compensation paid by the company on schedule shall be deemed as Party B's agreement to fulfill the provisions on non-competition in Part V of this Code of Conduct.

5.03 If the company wants to shorten the non-competition period mentioned in Article 5.01 above, it shall notify Party B at least one month before the expiration of the labor contract with Party B or when it is dissolved (if applicable), and both parties will reach an agreement on Party B's non-competition obligations. If the Company does not require Party B to perform any non-competition obligations under this part, the period of non-competition can be shortened to zero, and the Company does not need to pay economic compensation to Party B.

[6] “Competitive activities” refer to the development, production or provision of any

products, services, technologies, product features or projects that actually compete with or are intended to compete with one or more products, services, technologies, product features or projects that Party B has worked for during the employment period of the Company or its affiliated companies or knows its confidential or proprietary information or trade secrets.

5.04 Party B shall also abide by the relevant provisions of the non-competition restriction and the obligation to prohibit improper behavior stipulated in Party A's Employee Handbook.

5.05 Party B acknowledges and agrees that Party B does not have any ownership or privacy rights to the materials, data or information stored in or transmitted by the property or equipment owned or leased by the Company, and the Company can access the above materials, data or information at any time without notice. When the labor relationship between Party B and the company ends, Party B will immediately return to the company all papers, drawings, notes, manuals, instructions, designs, devices, codes, e-mails, documents, floppy disks, CD's, tapes and other materials in any form or medium containing any confidential or proprietary information or trade secrets. Party b will also return all keys, passes and other property and equipment belonging to the company.

Part VI Penalties

6.01 For any violation of this Code of Conduct, Party B has the obligation to report to the supervision and investigation department in time according to the relevant regulations of the company on reporting. The supervision department and the legal department of the company are responsible for the supervision and management of the company's violations of laws and regulations. E-mail address: tousu@xiaomi.com, the company will ensure the independence of the information receiving and management personnel, and protect the reporting of any violations of laws, disciplines and regulations. Reporting telephones and letters can be anonymous. Those who divulge informers' information in violation of regulations or take revenge against informers will be dismissed and their labor contracts terminated, and those who violate relevant state laws will be transferred to judicial organs for legal treatment.

6.02 If Party B violates the provisions of this Code of Conduct, it will be regarded as a serious violation of the company's rules and regulations, and the company has the right to investigate Party B's liability for breach of contract and take further measures, including but not limited to dissolving the labor contract, requiring Party B to compensate for the losses caused to the company, and if it violates relevant laws and regulations, it will be submitted to the judicial

authorities for handling.

6.03 If Party B fails to comply with the provisions of Part III of this Code of Conduct, it shall compensate Party A for the actual losses or illegal profits. The actual losses shall include the reasonable expenses paid by Party A to stop Party B's illegal activities, and Party B shall continue to perform its confidentiality obligations. If Party B provides or divulges trade secrets to Party A's competitors, it shall compensate according to Article 17 of Anti-Unfair Competition Law. If Party A's losses or Party B's benefits are difficult to determine, the compensation shall be calculated as RMB 3 million.

6.04 If Party B fails to comply with the provisions of Part V of this Code of Conduct, Party B shall first refund all the non-competition compensation it has received to the Company within 10 working days after the Company requests it. In addition, Party B shall also pay liquidated damages equivalent to 3 times of all non-competition compensation during the non-competition period, and shall continue to perform the non-competition obligation until the non-competition period expires. In case of significant adverse impact ^[7] on the company, the company has the right to require Party B to compensate the company for 3 times of the losses caused to the company. If the liquidated damages cannot make up for the losses suffered by the company due to Party B's violation of the provisions of Part V, the company has the right to claim further compensation from Party B and seek other economic compensation according to the law.

[7] "Significant adverse impact" refers to the situation, change or influence that causes the following situations to the company or business: (i) it is significantly unfavorable to the company's business, operation, assets or liabilities (including contingent liabilities), Party B's relationship, customer or supplier relationship, prospects, operating results, financial or other conditions or may be significantly unfavorable according to reasonable expectations; or (ii) according to the company's current or expected operation or operation mode, it is reasonably expected that it may have a significant adverse impact on the company's business operations.

[The following is the signature page of the Code of Conduct for Employees, but there is no text]

Party A (seal)

Legal representative (entrusted agent):

(Signature)

Party B (signature): Dongming Chen

September 2, 2019

Appendix I List of Party B's Own Intellectual Property Rights

编号: _____

劳动合同书

甲 方: 北京小米移动软件有限公司

乙 方: 陈东明

签订日期: 2019.9.2

甲方(用人单位)名称:北京小米移动软件有限公司

住所地:北京市海淀区清河中街68号华润五彩城购物中心二期9层01房间

法定代表人:王川

乙方(劳动者)姓名: 张东明

居民身份证号码(或其他有效身份证件号码):

[REDACTED]

甲乙双方根据《中华人民共和国劳动法》《中华人民共和国劳动合同法》等法律、法规、规章的规定,在平等自愿、协商一致的基础上,同意订立本劳动合同,共同遵守本合同所列条款。

第一条 聘用

1.01 甲方根据公司发展需要和本合同中详细规定的条款聘用乙方。甲方可依照国家和公司的有关规定,对乙方的工作内容、职务和岗位进行调整,经甲、乙双方协商一致后以书面形式确定。

第二条 合同生效和聘用期限

2.01 本合同应在双方合法签署后生效。对合同中的具体条款有疑义的,应在签署合同前提出,合同在双方合法签署后任何一方不经对方同意不得擅自改变合同中的内容。

2.02 本合同为 固定 期限劳动合同。本合同于 2019 年 9 月 2 日生效,于 2022 年 9 月 30 日终止;其中试用期自 2019 年 9 月 2 日至 2020 年 3 月 1 日止,期限为 6 个月。

第三条 特别约定(违反其他合同的约定责任与赔偿)

3.01 乙方在此向甲方确认,乙方在签订本合同时没有与任何另外第三方保持劳动关系。乙方向同时声明并保证:签署和履行本合同将不会发生“违反乙方作为合同一方的任何其

他合同或协议”的行为，也不会对乙方与任何第三方之间现存或过去的劳动关系构成任何侵权。

- 3.02 如因乙方隐瞒与第三方保持劳动关系，或提供虚假离职证明，导致甲方因此遭到第三方追索赔偿的，乙方应当赔偿甲方由此而产生的全部损失。

第四条 工作职责

4.01 乙方同意根据甲方工作需要从事 工程师 岗位工作。乙方应按照甲方的要求，按时完成规定的工作内容，达到规定的质量标准，并履行下列义务：

- (1) 遵守国家宪法、法律、法规；
- (2) 遵守甲方的规章制度和劳动纪律；
- (3) 维护甲方的荣誉和利益；
- (4) 忠于职守，勤奋工作；
- (5) 保守甲方的商业秘密，不得利用甲方的商业秘密为本人或其他经济组织和个人谋取经济利益。

4.02 乙方同意甲方安排的工作地点或工作区域为 北京。甲方根据工作需要，经乙方同意可以采取书面形式变更工作地点。

第五条 工作时间和休息休假

- 5.01 甲方安排乙方按照国家法律规定的工时制度进行工作。
- 5.02 乙方在国家规定的法定节假日享有休假权，并依法享有带薪年假、婚假、产假、陪产假、丧假等。乙方的年休假和其他休假应根据甲方的员工手册和其他规章制度确定。
- 5.03 甲方安排乙方延长工作时间或者在休息日、法定节假日工作的，应依法安排乙方补休或支付相应工资报酬。

第六条 劳动保护和劳动条件

- 6.01 甲方为乙方提供必要的劳动条件和劳动工具, 制定工作规范和劳动安全卫生制度及其标准。
- 6.02 甲方负责对乙方进行政治思想、职业道德、业务技术、劳动安全卫生及有关规章制度的教育和培训。
- 6.03 甲方依法规定的各项规章制度应向乙方公示。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。

第七条 劳动纪律和规章制度

- 7.01 乙方在本合同期内应服从甲方的工作安排, 严格遵守中国法律、法规和甲方依法制定和公布的劳动纪律及其他规章制度, 爱护甲方财产, 积极工作, 完成各项工作任务。
- 7.02 乙方若违反劳动纪律或其他规章制度, 甲方可依据本单位规章制度, 给予相应的纪律处分、经济处罚等, 直至解除本合同。
- 7.03 对于乙方违反法律或甲方的规章制度而给甲方造成经济损失的, 甲方有权要求乙方赔偿其损失。
- 7.04 甲方有权根据其经营管理的需要, 合理地修正其劳动纪律和规章制度。对于劳动纪律和规章制度的修正, 甲方可用其认为适当的任何方式 (包括但不限于通知、通告、电子邮件、备忘录、《员工手册》和公司办公 OA 网站、APP 等) 通知乙方, 并要求乙方签收。

第八条 劳动报酬

- 8.01 甲方应根据本单位的工资制度及乙方的工作任务, 确定乙方工资, 由其他文件约定。
- 8.02 甲方有权根据乙方的工作表现、职位变化、或甲方的工资和职务调整工资政策和方案, 或根据甲方的经营状况调整乙方的工资水平。

- 8.03 甲方应以法定货币形式按月支付乙方工资，不得克扣或无故拖欠。甲方支付乙方的工资，应不违反国家有关最低工资的规定。
- 8.04 经双方协商同意确定以上第 8.01 项中的薪酬数额，此数额除工资外已涵盖国家和地方规定的各项福利。
- 8.05 下列费用和款项可以从支付给乙方的工资中扣减或扣除：
- (1) 生效的法院判决和仲裁裁决要求甲方代扣的乙方应付的赔偿或罚款；
 - (2) 根据本合同，或甲、乙双方签订的《保密及竞业限制协议》，或生效的法院判决，或仲裁裁决应由乙方支付给甲方的罚款或赔偿。
- 8.06 甲方可根据其经营状况和乙方的工作表现决定是否向乙方发放奖金。奖金的具体数额、支付条件和形式由甲方决定。

第九条 社会保险和福利待遇

- 9.01 甲方应按国家和地方有关社会保险的法律、法规和政策规定为乙方缴纳基本养老、基本医疗保险、失业、工伤、生育保险费用和其他福利待遇。
- 9.02 根据国家有关规定，甲方有义务为乙方代扣代缴个人所得税及社会保险或其他福利待遇中应由乙方个人承担的部分。
- 9.03 乙方患病或非因工负伤的医疗待遇、工伤待遇以及在孕期、产期、哺乳期内等的各项待遇，按照国家和乙方工作地有关社会保险政策规定执行。

第十条 劳动合同的变更、解除、终止、续订

- 10.01 订立本合同所依据的客观情况发生重大变化，致使本合同中的具体条款无法履行的，经甲乙双方协商同意，可以变更本合同相关内容。

重大情况变化包括但不限于下列情况：

- (1) 发生不可抗力致使本合同全部或部分条款无法履行的；

- (2) 甲方迁移、与其他公司进行合并或甲方将其资产出售或转让给其他公司或第三方;
- (3) 甲方的经营方针或状况发生重大调整或改变;
- (4) 乙方相关部门被裁撤或被出售或转让给其他公司或第三方;
- (5) 甲方依法宣布破产、解散或清算;
- (6) 中国政府新颁布的法律、法规致使合同一方或双方难以履行本合同规定的条款。

10.02 经甲乙双方协商一致, 本合同可以解除。

10.03 乙方有下列情形之一, 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) 涉嫌违纪时, 躲避、妨害人力资源部、监察部等相关部门调查的, 或采取毁灭、伪造证据等手段掩盖违纪事实的;
- (5) 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;
- (6) 严重影响甲方声誉或形象的;
- (7) 泄露甲方保密或专有信息或商业秘密, 给甲方造成严重损失的;
- (8) 乙方以欺诈、胁迫的手段或者乘人之危, 使甲方在违背真实意思的情况下订立或者变更劳动合同的;
- (9) 被依法追究刑事责任的;
- (10) 法律、行政法规、公司规章制度规定公司可以解除劳动合同的其他情形。

10.04 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:

- (1) 乙方患病或非因工负伤, 在法律规定的医疗期满后, 不能从事原工作也不能从事甲方另行安排的工作;
- (2) 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;
- (3) 双方不能依据本合同第 10.01 项规定就变更合同达成协议的。

10.05 乙方有下列情形之一，甲方不得依据本合同第 10.04 项解除本合同：

- (1) 从事接触职业病危害作业未进行离岗前职业健康检查，或者疑似职业病人在诊断或者医学观察期间的；
- (2) 患职业病或因工负伤达到国家规定不得终止、解除劳动合同等级的；
- (3) 患病或负伤，在规定的医疗期内的；
- (4) 在甲方连续工作满十五年，且距法定退休年龄不足五年的；
- (5) 符合法律、行政法规规定的其他情况的。

10.06 有下列情形之一，乙方可以通知甲方解除本合同，甲方应当支付乙方相应的劳动报酬并依法缴纳社会保险：

- (1) 用人单位未按照劳动合同约定提供劳动保护或者劳动条件的；
- (2) 用人单位未及时足额支付劳动报酬的；
- (3) 用人单位未依法为劳动者缴纳社会保险的；
- (4) 用人单位的规章制度违反法律、法规的规定，损害劳动者权益的；
- (5) 用人单位因《中华人民共和国劳动合同法》第二十六条第一款规定的情形致使劳动合同无效的；
- (6) 法律、行政法规规定劳动者可以解除劳动合同的其他情形。

10.07 乙方解除劳动合同，应当提前三十日以书面形式通知甲方。若双方另行约定了脱密期，提前通知的期限以脱密期为准。甲方在乙方完成业务、清理完所办理的债权债务以及工作交接完毕的情况下，可解除劳动合同。

10.08 乙方如未提前三十天提交辞职报告而擅自离职，或违反本合同的约定解除本合同的，甲方有权在法律规定的三十天期限届满时才为其办理劳动合同终止手续。如由此给甲方造成任何损失的，乙方还应当赔偿甲方的所有损失。

10.09 本合同期满，劳动合同即行终止。甲乙双方经协商同意，可以续订劳动合同。

10.10 若双方另行约定了脱密期，合同期满前因乙方原因导致劳动合同剩余期限短于脱密期限的，甲方可以要求将劳动合同顺延至脱密期满。乙方提出解除劳动合同的提前通知期限短于脱密期限的，甲方可以要求继续履行合同至脱密期满。

第十一条 违反合同的责任及经济补偿

11.01 乙方违反本合同或法律法规的规定，给甲方造成损失的，乙方应予赔偿，包括但不限于：

- (1) 甲方为其支付的培训费和招收录用费；
- (2) 因乙方的行为给甲方生产、经营和工作造成的一切经济损失；
- (3) 因乙方的行为造成甲方财物的一切损失和损害；
- (4) 本合同约定的其他赔偿费用。

11.02 乙方有第 10.03 项第 2、3、4、5、6、7、8、9、10 款情形的，甲方除解除本合同外，保留依法索赔的权利。

11.03 如果甲方违反本合同或法律法规的规定，甲方应按照《中华人民共和国劳动法》《中华人民共和国劳动合同法》等规定赔偿乙方。除非上述法律、法规要求之外，甲方没有义务做任何其他的赔偿。

第十二条 保密及竞业限制

12.01 乙方应严格遵守双方签署的《员工行为准则》和《员工手册》的条款和条件。违反《员工行为准则》和《员工手册》的条款和条件应视为最严重的违反规章制度行为之一，甲方除有权获得相应损失的赔偿外，并可解除本合同。

12.02 乙方在甲方工作期间及其后的任何时间，均不得向甲方以外的任何人透露或为本人在甲方的工作以外的任何其他目的使用下列信息或秘密：甲方或其关联公司的任何保密或专有信息或商业秘密；甲方或其关联公司从他方获得并有义务作为保密或专有信息处理的任何信息。

12.03 乙方在合同解除后 24 个月内，不得自行从事与甲方有竞争关系的经营活动或者在与甲方有竞争关系的单位就业。乙方违反竞业限制约定的，应承担违约金；乙方认可并同意，因承担竞业限制义务已获得了甲方的充分报酬与补偿。

[以下为劳动合同签章页，正无文]

甲方 (盖章)

法定代表人 (委托代理人):

(签名)

乙方 (签名): 陈东明

201__年 月 日

2019年 9月 2日

员工行为准则

北京小米移动软件有限公司

张志明 (员工)

共同签署

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为建立良好的商业秩序,营造良好的发展环境,杜绝不规范商业活动,维护集团公司商业利益,倡导诚实守信、尽职尽责的道德理念和行为准则,小米集团公司^[1](以下简称“公司”)特制订本《员工行为准则》(以下简称“本行为准则”)。本行为准则为 张其明(员工)(以下简称“乙方”)与北京小米移动软件有限公司(以下简称“甲方”)签署的《劳动合同》的重要组成部分,具有与《劳动合同》同等的法律效力。为避免歧义,乙方对本文件的违反即视为对《劳动合同》的违反。

第一部分 廉洁行为准则

- 1.01 乙方向外部单位或个人支付或者接收外部单位或个人佣金、酬金,或提供招待、馈赠等,不得违反中华人民共和国关于反贪污贿赂、反商业贿赂及反腐败的相关法律法规的规定。例如,根据《中华人民共和国刑法》及《最高人民法院、公安部关于公安机关管辖的刑事案件立案追诉标准的规定(二)》规定,公司、企业或者其他单位的工作人员利用职务上的便利,索取他人财物或者非法收受他人财物,为他人谋取利益,或者在经济往来中,利用职务上的便利,收受各种名义的回扣、手续费,归个人所有,数额在五千元以上的,公安机关将予以立案侦查并追究其刑事责任。
- 1.02 根据我国法律法规、本行为准则及公司营业所在国家或地区的反贪污贿赂及反商业贿赂的法律法规,乙方在公司工作期间,不得进行下列活动或者行为:
- (1) 以直接或间接的方式贿赂任何国内或国外政府官员及/或其任何代理人,或任何政府机构拥有或控制的公司雇员;
 - (2) 乙方及/或其亲属以任何名义或形式索取或者收受供应商^[2]或者其他商业合作伙伴直接或通过第三方提供,但由乙方和/或其亲属受益的任何利益(包括但不限于本行为准则第 1.04 条中所列的利益)。若供应商或者其他商业合作伙伴以正常方式给予的如本行为准则第 1.04 条中所列的各种利益,乙方须一律上缴公司处理,不得据为己有;

[1] “小米集团公司”指 Xiaomi Corporation 全资持有,直接或者间接控制的公司或其他商业实体,包括但不限于小米通讯技术有限公司,小米科技有限责任公司。

[2] “供应商”指直接或间接向公司提供商品或服务的个人、企业或者其他组织、机构。

(3) 乙方在接到供应商或者其他商业合作伙伴直接或间接提供利益（包括但不限于第 1.04 条中提到的利益）输送邀请（包括要求乙方提供或者向乙方提供）时，应在接受邀请前书面（包括电子邮件方式）上报直属合伙人或直属副总裁批示。

1.03 乙方及/或其亲属收到供应商或商业合作伙伴直接或通过第三方提供的，由乙方及/或其亲属直接或间接受益的礼金、礼品及其他各种变相输送的利益时，乙方应根据如下原则于收受利益之日起（在外地收受礼品的，自回本单位之日起）7 个工作日内上交至公司行政部：

- (1) 礼金，包括但不限于现金、代金券、购物卡等具有实际面值并可在市场上流通的礼金，无论金额大小，一律上交至公司行政部；
- (2) 礼品，包含实物、有价证券或其他等价物，当市场价值达到或超过人民币 200 元时，一律上交至公司行政部；
- (3) 其他各种变相的利益输送，包括但不限于免费提供劳动、私下借贷、承担费用、安排便利等，应及时报备到直属合伙人或直属副总裁，并按照直属合伙人或直属副总裁指示进行处理。

1.04 公司行政部负责礼品登记保管及分配处理，公司监察部负责检查和监督礼品的使用是否规范。对于根据本部分准则上交的礼品，原则上应做出如下处理：

- (1) 对于市场价值超过人民币 200 元（含人民币 200 元）的物品，由行政部登记后，经行政部直属合伙人或副总裁批准后，可按市场价值给予适当折价后由收受人优先购买；
- (2) 对于适宜办公使用的物品，由行政部向直属合伙人或直属副总裁申请，经批准后转为办公物资使用；
- (3) 食品、烟酒、水果及其他有质保期的物品，由行政部向直属合伙人或直属副总裁申请后留作公司自用；
- (4) 礼券、购物卡在退兑有困难的情况下，由行政部安排用于统一购买物品，用作乙方奖品、活动用品等；
- (5) 其他价值较大的物品或贬值较快的电子产品，行政部可折价在公司内部定期公开拍卖；

(6) 上交礼金、购物卡兑现的现金及变卖物品的现金由行政部详细登记。

第二部分 关联交易及关联投资行为准则

2.01 公司下设内部合规委员会 (联系邮箱 investment@xiaomi.com), 负责本公司员工个人投资行为及关联交易行为的管理, 委员会组成由雷军和林斌共同指定, 并可以不时变更。

2.02 未经内部合规委员会书面同意 (包含电子邮件方式), 乙方及/或其任何关联方^[3], 不得进行下列投资相关行为 (以下简称“关联投资”):

- (1) 投资与公司主营业务有相关性或有业务往来的经营主体, 但下述情形除外: (a) 投资之前已经按照第 2.04 条申报程序向内部合规委员会进行申报, 而内部合规委员会已经书面同意该投资行为; 或(b)购买上市公司股票且占股不超过该上市公司对外发行股本总数的百分之一 (1%) 的投资行为。为避免对本条款的误解, 相关性的解释由内部合规委员会做出, 乙方对于相关性的任何疑问应咨询内部合规委员会;
- (2) 利用知晓但公司内部未公开信息做出的任何投资行为;
- (3) 通过或假借任何第三人名义从事上述投资行为。

2.03 乙方同意, 当公司与乙方个人和/或其关联方对第三方均有投资意愿时, 乙方应保证公司对第三方具有优先投资的权利。

2.04 申报原则及程序:

- (1) 乙方提请和申报关联投资时, 需要向内部合规委员会指定邮箱 investment@xiaomi.com 申报以下内容: 被投资公司名称、投资时间、投资金额及占股比例;
- (2) 自本行为准则签署之日起, 乙方和/或其关联方^[4]已投资的企业即将或已经与公司

[3] “关联方”, 为本行为准则第 2.02 条、第 2.03 条之目的, 就任何特定机构主体而言, 指直接地或通过一家或多家中间机构间接地控制该特定主体、受控于该特定主体或与该特定主体共同受控于他人的任何其他主体。就任何自然人主体而言, 指该主体的配偶、父母、子女。

[4] “关联方”, 为本行为准则第 2.04 (2) 条之目的, 就任何特定机构主体而言, 指直接地或通过一家或多家中间机构间接地控制该特定主体、受控于该特定主体或与该特定主体共同受控于他人的任何其他主体。就任何自然人主体而言, 指该主体的配偶、父母、子女、祖父母、外祖父母、外子女、外孙子女及兄弟姊妹以及其他近亲属。

- 发生任何业务往来，则乙方必须在知晓上述业务往来之日起 2 个工作日内向公司上报该企业的以下信息：企业名称、投资时间、投资金额及占股比例；
- (3) 对于申报过程中出现的任何问题或者疑问亦可咨询内部合规委员会或者将问题发送至内部合规委员会指定的邮箱 investment@xiaomi.com。

第三部分 保密行为准则

- 3.01 乙方在公司工作期间及其后的任何时间，均不得向公司以外的任何个人、单位、机构或组织透露，或为其在公司工作以外的任何其他目的使用下列信息或秘密（以下简称“保密信息”）：
- (1) 公司或其关联公司的任何保密信息或商业秘密；
 - (2) 公司或其关联公司从他方获得并有义务作为保密或专有信息处理的任何信息。此外，乙方不得向公司其他乙方（除非是“有必要知悉”的人员）透露任何保密或专有信息或商业秘密^[5]；
 - (3) 乙方对任何信息的性质、保密程度不明确的，应有责任向其直属上司寻求书面确认，如果收到保密性不明的信息，乙方同意将其视为保密信息，除非直属合伙人或直属副总裁以书面形式确认该信息不属于保密信息。
- 3.02 乙方陈述并保证，受公司聘用将不会违反其承担的任何合同义务或其他义务。在公司供职期间，乙方将不会使用或向公司披露要求其予以保密的、与任何前雇主、委托人、合伙人、联营方、客户、顾客或供应商有关的任何商业秘密或信息。除非获得上述人士或实体的同意，否则乙方不得将属于上述人员或实体的任何未公开的文件或任何财产带入公司。乙方将遵守其与任何人士或实体已签署的所有保密协议、专有权利协议或其他契约性协议。乙方已向公司披露了所有可能对乙方在公司供职具有影响的所有协议或其他文件。

[5] “保密或专有信息”或“商业秘密”指不为公众知悉的有关公司或其关联公司、或与公司或其关联公司有业务往来的、或向公司或其关联公司提供信息的任何第三方的业务、技术、实务、产品、市场、销售、服务、财务或法律事务的呈任何形式的数据和信息，无论是有形的还是无形的，包括但不限于：关于实际或潜在客户、供应商及商务伙伴的信息；关于乙方的非公开信息，如联系信息、工作职责或描述、报酬和业绩；商务、销售、市场、技术、财务及法律计划、建议及预测；概念、专门技术、工艺、方法、系统、设计、计算机程序、编码、公式、研究、技术、技术特征、实验工作及正在进行的工作。

- 3.03 如乙方在甲方任职期间接触过公司的任何保密信息,甲方需确保在一段时间内其将不再经手或获取任何该等保密信息,在劳动合同到期终止前或乙方提出解除劳动合同后的一段提前通知期内,乙方同意甲方按照约定将其调岗至非涉密岗位,调整薪资,变更劳动合同相关内容。该期限的上限为6个月。

第四部分 知识产权保护

- 4.01 乙方在公司工作期间,因其在公司的本职工作、公司临时交代乙方履行的任务、受公司派遣到第三方履行的任务,或者主要是利用公司的物质技术条件等产生的知识产权成果,包括但不限于:发明创造、作品、计算机软件、技术秘密以及商业秘密等有关的知识产权均由公司享有,以及乙方在与公司合法解除劳动合同后一年内所做出的与其本职工作、在职时公司临时交代乙方履行的任务、或在职时受公司派遣到第三方公司履行的任务有关的知识产权成果,包括但不限于:发明创造、作品、计算机软件、技术秘密以及商业秘密等有关的知识产权均由公司享有。乙方应当依照公司的要求,提供必要的信息配合公司处理所述的知识产权,包括但不限于:知识产权的申请、注册、登记、许可及转让行为。所述的发明创造、作品、计算机软件、技术秘密以及商业秘密等有关的知识产权有关的署名权(依照法律法规规定应由公司享有署名权的除外)等人身权利由发明人、设计人、作者、开发者或创作者享有(乙方声明放弃的除外),公司尊重并协助乙方行使上述人身权利。
- 4.02 乙方在公司工作期间,在工作范围内产生的所有知识产权成果,均是在公司的资助下按公司的意图创造的。公司将拥有上述所有成果的一切处置权,包括但不限于:将所述的成果申请、注册、登记、许可第三方使用以及转让给第三方。如果法律、法规、规章的规定不认为乙方在受雇于公司的工作范围内所产生的所有知识产权成果属于职务创造,则乙方在适用法律允许的范围内特此不可撤销地向公司或公司授权的第三方转让所述知识产权成果的一切权利、所有权和利益。如果所述知识产权成果的任何权利(包括任何人身权利)不可转让,则乙方同意在法律允许的最大范围内不针对公司及公司的关联公司主张或强制行使该等权利。

- 4.03 乙方将即时充分地向公司披露乙方在公司供职期间单独或与他人共同构思、开发、付诸实践或以其他方法产生的任何及一切知识产权成果，包括但不限于：发明、发现、设计、作品、开发成果、改进、技术秘密、商业秘密。乙方认可并同意，该等知识产权成果为“职务创造”，该等知识产权成果的一切权利、所有权及利益均应为公司所有。乙方放弃对公司提出现任或将来乙方可能因侵犯与上述属于公司的任何发明有关的任何专利申请、专利或其他知识产权而享有的任何性质的权利主张。
- 4.04 乙方已将希望排除在本部分规定以外的乙方目前正在开发的全部知识产权成果以及乙方在公司供职前作出的属于乙方或第三方的全部知识产权成果列在本行为准则附录一之中。如果本行为准则没有后附这样的清单，则公司可以认为乙方并无这样的知识产权成果。对于受聘于公司之前或期间的任何时候乙方在其中享有利益的任何知识产权成果，如果乙方将该知识产权成果用于或纳入公司已发行或未发行的任何产品、服务、程序、工艺、机器、开发或在制品，或者如果乙方允许公司使用或纳入该知识产权成果，则公司可以认为在此被授予并将拥有一项不可撤销的、永久的、免付使用费的、世界范围的许可以行使与该知识产权成果有关的任何和全部权利，包括但不限于不受限制地保护、作出、使他人作出、使用和销售该知识产权成果的权利以及向其他人许可上述权利的权利。在遵守任何已有非独占性许可或不受乙方控制的其他已有权利的情况下，本许可为独占性许可。乙方在公司工作期间，不应将乙方明知或应知属于任何第三方的知识产权用于或纳入乙方在公司的工作或任务当中，包括但不限于公司已发行或未发行的任何产品、服务、程序、工艺、机器、开发或在制品，如果因为乙方的上述行为导致公司与所述第三方产生的纠纷，应由乙方承担全部责任。
- 4.05 公司在对乙方支付的工资、福利等报酬中已经考虑对乙方完成上述职务发明创造、著作权作品和其他知识产权的奖励，乙方在此同意并保证不向公司要求任何因为本部分规定之职务发明创造、著作权作品或者其他知识产权的额外奖励或报酬（法律规定的除外）。

第五部分 竞业限制及不正当行为禁止

5.01 在公司工作期间及此后 24 个月之内，乙方不得：

- (1) 从事任何竞争活动^[6]或接受从事竞争活动的任何人或公司的聘用或同意向该等人或公司提供任何形式的服务。
- (2) 怂恿、劝诱、试图劝诱、或协助他人劝诱或试图劝诱公司或其关联公司雇用的任何人终止与公司或其关联公司的聘用关系。

如果乙方另谋工作，则乙方应在接受聘用前，向乙方正寻求被其雇用的以及乙方正设法与之开展业务的所有人士和实体提交本行为准则。

5.02 竞业限制补偿金按照如下标准与方式支付：

- (1) 如果乙方仅在公司选择要求乙方履行本行为准则第 5.01 条规定的竞业限制义务的情况下，公司应当向乙方支付竞业限制经济补偿金。月支付竞业限制经济补偿金的数额相当于乙方从甲方离职前最后一个年度（乙方实际工作不满一年的，按照实际工作时间计算）月平均基本工资的百分之三十（30%），或者为甲乙双方劳动关系解除或终止之日有效适用的法律规定的最低金额，以较低者为准（“竞业限制补偿金”）。
- (2) 公司将按月分期向乙方支付竞业限制补偿金。若在甲乙双方劳动关系解除或终止之日时，适用的法律或法规规定了不同的支付日期或支付安排，公司将遵守该等法律或法规，并相应调整支付安排。

乙方接受公司按期支付的竞业限制补偿金视为乙方同意履行本行为准则第五部分有关竞业限制的规定。

5.03 公司如欲缩短上述 5.01 条所言之竞业限制期限，其至少于与乙方的劳动合同期满前 1 个月或解除时（如适用）通知乙方，双方将就乙方的竞业限制义务达成协议。若公司不要求乙方履行本部分规定项下之任何竞业限制义务，则竞业限制之年限可以缩短为零，而公司则无需向乙方支付经济补偿金。

[6] “竞争活动”指实际或旨在与乙方在受公司或其关联公司聘用期间工作过的或了解其保密或专有信息或商业秘密的一种或多种产品、服务、技术、产品特征或项目相竞争的任何产品、服务、技术、产品特征或项目的开发、生产或提供。

- 5.04 乙方还应遵守甲方《员工手册》中所规定之竞业限制及不正当行为禁止义务有关之规定。
- 5.05 乙方认可并同意,乙方对存储于公司所有或租赁的财产或设备中的或利用该等财产或设备传输的材料、数据或信息,不享有任何所有权或隐私权宜,公司可随时不经通知地访问上述材料、数据或信息。当乙方与公司的劳动关系结束时,乙方将立即向公司返还在乙方供职于公司期间生成的或与之有关的一切论文、图纸、笔记、手册、说明书、设计、装置、编码、电子邮件、文件、软盘、CD、磁带以及载有任何保密或专有信息或商业秘密的其他任何形式或介质的材料。乙方还将返还属于公司的一切钥匙、通行证及其他财产和设备。

第六部分 罚则

- 6.01 对于任何违反本行为准则的行为,乙方有义务依据公司关于举报的有关规定及时向监督调查部门反映。公司监察部和法务部负责公司违规违纪问题的监督和管理。举报邮箱:tousu@xiaomi.com。公司将确保举报信息接收和管理人员的独立性,保护对任何违法、违纪、违规行为的举报。举报电话及信件可以采用匿名方式;对违规泄漏检举人员信息或对举报人员采取打击报复的人员,将予以撤职、解除劳动合同,触犯国家有关法律的,移送司法机关依法处理。
- 6.02 乙方违反本行为准则规定的,视为对公司规章制度的严重违反,公司有权追究乙方的违约责任和采取进一步的措施,包括但不限于解除劳动合同,要求乙方按照对公司造成的损失进行赔偿,违反相关法律法规规定的,送交司法机关处理等。
- 6.03 若乙方未能遵守本行为准则第三部分之规定,应当赔偿甲方实际损失或违法获利金额,实际损失应当包含甲方为制止乙方违法行为所支付的合理开支,且乙方应继续履行保密义务;如乙方将商业秘密提供或泄露给甲方的竞争对手,则应当按照《反不正当竞争法》第十七条赔偿,甲方损失或乙方获益难以确定的,赔偿金按 300 万元计算。
- 6.04 若乙方未能遵守本行为准则第五部分之规定,乙方应在公司提出要求后的 10 个工作

日内首先向公司退还其已收取的全部竞业限制补偿金。此外，乙方还应向公司支付相当于其竞业限制期内全部竞业限制补偿金 3 倍的违约金，且应继续履行竞业限制义务直至竞业限制期满。对公司造成重大不利影响^[7]时，公司有权要求乙方按照对公司造成损失的 3 倍对公司进行赔偿。若该违约金不能弥补公司因乙方违反第五部分之规定而遭受的损失，公司有权向乙方主张进一步的赔偿，并依据法律寻求其他经济补偿。

[以下为员工行为准则签章页，正文无文]

甲方 (盖章)

法定代表人 (委托代理人):

(签名)

乙方 (签名): 陈志明

201__年 月 日

2019年 9月2日

[7] “重大不利影响”指对本公司或业务造成如下情形的情况、变更或影响：(i) 对公司的业务、经营、资产或负债（包括或有负债）、乙方关系、客户或供应商关系、前景、经营成果、财务或其他状况重大不利或按合理预计可能重大不利的；或 (ii) 按照公司目前或预期的经营或操作方式合理预计可能对公司业务经营造成重大不利的影响。

附录一 乙方自有知识产权清单

仅用于专利申请