

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6933908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PING CHU	05/26/2016
TING HUA ZHANG	04/12/2017
RECEIVING PARTY DATA	
Name:	EURO-PRO OPERATING LLC
Street Address:	180 WELLS AVENUE
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02459
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17139542
CORRESPONDENCE DATA	
Fax Number:	(617)345-3299
<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>	
Email:	docketing@burnslev.com, bcarey@burnslev.com, dmacbrayne@burnslev.com
Correspondent Name:	BURNS & LEVINSON LLP
Address Line 1:	125 HIGH STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	NJA-056US
NAME OF SUBMITTER:	JOSEPH M. MARAIA
SIGNATURE:	/Joseph M. Maraia/
DATE SIGNED:	09/24/2021
Total Attachments: 25	
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NONCOMPETITION, CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

竞业限制，保密以及禁止招揽协议

THIS AGREEMENT is made and entered into as of May 26, 2014, (the "**Effective Date**"), by and between EURO-PRO COMMERCIAL CONSULTATION (SHENZHEN) CO., LTD ("**SZ WOFE**"), and Chu Ping ("**Employee**").

本协议于 2014年5月26日 ("**生效日期**") 由欧优普洛商务咨询（深圳）有限公司 ("**SZ WOFE**") 与 朱平 ("**员工**") 签订。

WHEREAS, SZ WOFE employs the Employee.

鉴于，SZ WOFE 雇佣员工

WHEREAS, Euro-Pro Operating LLC, Euro-Pro Management Company and Euro-Pro International Holding Company, EURO-PRO COMMERCIAL CONSULTATION (SHENZHEN) CO., LTD (collectively "**Euro-Pro Companies**") are in the business of the design, marketing and distribution of floor care or steam cleaning products, garment care products or small kitchen appliances ("**Business**");

鉴于 Euro-Pro Operating LLC、Euro-Pro Management Company 和 Euro-Pro International Holding Company、EURO-PRO COMMERCIAL CONSULTATION (SHENZHEN) CO., LTD (统称为 "**该等 Euro-Pro 公司**") 的业务是设计、推广、经销地板护理或蒸汽清洗产品、服装护理产品或小型厨房设备 ("**Euro-Pro 公司业务**").

WHEREAS, SZ WOFE desires to enter into this Agreement with the Employee and the Employee is voluntarily entering into this Agreement.

鉴于 SZ WOFE 有意与员工签订本协议，而员工亦自愿签订本协议。

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, including without limitation, the covenants and promises of the parties set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

因此，为了获得良好及有价值的对价（双方在此确认已经收到该等对价并认可其足够性，该等对价包括但不限于本协议项下双方的约定和与承诺），双方在此同意以下条款并愿受其在法律上的约束：

1. **Noncompetition with the Euro-Pro Companies.** The Employee and SZ WOFE acknowledge that the Euro-Pro Companies at considerable expense have purchased and developed valuable goodwill, customer and client relationships and confidential information that are valuable property rights of the Euro-Pro Companies and that the Employee will have access to and knowledge

concerning such rights, which if used other than for the benefit of the Euro-Pro Companies could significantly injure the Euro-Pro Companies. Accordingly, and in consideration of the mutual promises set forth herein, the Employee covenants that during the period beginning on the Effective Date and ending on the first anniversary of the date on which the Employee's employment with SZ WOFE is terminated ("**Restrictive Period**"), the Employee shall not, without the prior written consent of the President, Chief Executive Officer or General Counsel of Euro-Pro Operating LLC ("**Operating**"), directly or indirectly, in his/her individual capacity or on behalf of any other individual, partnership, corporation, limited liability company or any other entity (collectively "**Person**"), or in any other capacity, Compete with any of the Euro-Pro Companies or any of their successors, assigns or affiliates in the Territory. For purposes of this Agreement, (A) "**Compete**" shall mean (i) own, manage, operate, join, control, or participate in the ownership, management, operation or control of, or permit the use of his name by, or work for, or provide consulting, financial or other assistance to, or be connected in any manner with, a business or business activities identical or substantially similar to the Business or any other business engaged in by the Euro-Pro Companies during the one-year period preceding the date of the Employee's termination in the Territory, or (ii) to assist any Person (whether in a financial, managerial, employment, advisory or other capacity or as a stockholder or owner, or by the provision of information) to engage in the Business within the Territory; and (B) "**Territory**" shall mean North America, Hong Kong and China and any other country in which the Euro-Pro Companies are engaged in business during the one-year period immediately preceding the date of the Employee's termination.

不与该等Euro-Pro公司竞争。员工和SZ WOFE 确认：该等Euro-Pro公司以庞大的费用购买和开发了有价值的商誉、顾客及客户关系和保密信息，并均构成该等Euro-Pro公司的有价值的财产权利，并且员工将会接触并知悉相关信息，如果不是为该等Euro-Pro公司利益而使用该等信息，则可以严重损害该等Euro-Pro公司的利益。因此，鉴于本协议项下的双方做出的承诺，员工承诺自生效日期开始至员工与SZ WOFE的劳动关系终止后一周年期间届满日期止 ("**限制期**"), 未经Euro-Pro Operating LLC ("**Operating**") 的总裁、首席执行官、或首席法律顾问事先书面同意，员工不得直接或间接地以他/她的个人的名义、或代表任何其他个人、合伙企业、企业、有限责任公司或任何其它实体 (统称 "**人**")、或以任何其它身份与任何该等Euro-Pro公司或任何其继承者、受让者或联属方在相关区域内竞争。在本协议中，(A) "**竞争**" 意指 (i) 拥有、管理、经营、加入、控制、或参与，允许运用其名字、受聘工作于或提供咨询、资金或其它援助，或以任何方式相关联于，与该等Euro-Pro公司在员工与SZ WOFE之间的劳动关系终止当日之前一年期间内在相关区域内所从事的业务或商业活动完全相同或大部分类似的业务或商业活动，或者 (ii) 协助任何人 (无论是以资金、管理、雇用、咨询方式或以其他任何身份或作为其股东或所有者、或以提供信息的方式) 在相关区域内参与上文 (i) 中所述业务；(B) "**相关区域**" 指北美洲、中国以及于员工与SZ WOFE之间的劳动关系终止当日之前一年期间内该等Euro-Pro公司在其中开展业务的任何其它国家。

2. **Nonsolicitation of Customers.** The Employee covenants that, during the Restrictive Period, the Employee will not, directly or indirectly, solicit, contact or deal with any Restricted Person (as defined herein) for the direct or indirect purpose of providing services or products to such Restricted Person, which services or products are competitive with or similar to one or more services or products provided by the Euro-Pro Companies during the Employee's employment with SZ WOFE. As used herein, "**Restricted Person**" shall mean (i) any Person (including their successors and assigns) that was a customer or client of any of the Euro-Pro Companies during the one-year period ending on the date of termination of the Employee's employment with SZ WOFE, or (ii) any Person to whom the Euro-Pro Companies has made a presentation for the solicitation of business within the 90 days prior to the date of termination of the Employee's employment with SZ WOFE and the Employee knew, or reasonably should have known, prior to his termination, of such presentation.

禁止招揽顾客。员工承诺，在限制期内，员工将不会直接或间接地，直接或间接地为向限制人士提供与员工为 SZ WOFE 服务期间该等 Euro-Pro 公司提供的一项或多项产品或服务相竞争或相类似的服务或产品的目的，直接或间接招揽、联络限制人士（定义见下文）或与之打交道。在本协议项下，“**限制人士**”意指 (i) 于员工与 SZ WOFE 之间的劳动关系终止当日之前一年期内内曾是任何该等 Euro-Pro 公司的顾客或客户的任何人士（包括其继承者和受让者），或者 (ii) 该等 Euro-Pro 公司已在员工与 SZ WOFE 之间的劳动关系终止前 90 日内曾向其作出招揽业务的介绍或展示的任何人士，并且员工在劳动关系终止前已知悉或合理地应当已知悉该介绍或展示。

3. **Nonsolicitation of the Employees.** The Employee covenants that, during the Restrictive Period, the Employee will not knowingly, directly or indirectly: (i) employ or retain as an independent contractor, employee or consultant any Person who was employed or retained by any of the Euro-Pro Companies during the two-year period ending on the date of termination of the Employee's employment hereunder, or (ii) solicit such Person to terminate such Person's employment or retention by any of the Euro-Pro Companies for the purpose of becoming employed or retained by the Employee or any other Person to perform the same or similar services related to the activities that such Person performed for the Euro-Pro Companies.

禁止招揽员工。员工承诺，在限制期内，员工将不会直接或间接故意：(i) 聘用或留用任何在员工与 SZ WOFE 之间的劳动关系终止当日前两年内被该等 Euro-Pro 公司聘用或留用的人员作为独立承包商，员工或顾问，或者 (ii) 招揽该等人员以终止该些人员与该等 Euro-Pro 公司的聘用或留用关系，并使他们成为其他企业的员工，履行与他们在该等 Euro-Pro 公司服务时相同或相似的职责。

4. **Enforcement of Obligations by the Euro-Pro Companies.** The parties understand and agree that upon the termination date of the Employee for any reason, or at any time during the Restrictive Period thereafter, SZ WOFE shall, in its sole discretion, decide whether to enforce the terms of Clauses 1, 2 and 3

above (collectively, or individually) ("**Restrictions**") of this Agreement with respect to any Employee.

该等Euro-Pro公司执行员工的上述义务。双方理解并同意，因任何原因，员工与SZ WOFÉ之间的劳动关系终止日或其后的限制期内的任何时候，SZ WOFÉ将有权独立酌情决定是否对员工执行上文第1、2 和 3 条的规定 (一项或多项) ("**该等限制**")。

SZ WOFÉ may elect to enforce the Restrictions, and notice shall be given by SZ WOFÉ one month before the termination of the Employee's employment with SZ WOFÉ. SZ WOFÉ shall pay to the Employee on a monthly basis and as additional consideration, over and above any other consideration already stipulated herein, a sum equal to two-thirds (2/3) of the Employee's then base salary, less any deductions, taxes and insurances as required by law, during any period of time that SZ WOFÉ, in its sole discretion, elects to enforce the Restrictions, up to and including the full term of the Restricted Period.

SZ WOFÉ可以选择执行该等限制，并于员工与SZ WOFÉ的劳动关系终止前 1 个月之前应当通知员工。如果在限制期之前和包括限制期在内的任何期间内，SZ WOFÉ独立决定执行该等限制，SZ WOFÉ应当按月在其它本协议项下已经约定的对价之外另行支付对价给员工，其数额等于三分之二 (2/3) 员工的基本工资，但应扣除任何法律规定的抵减、税款以及保险。

SZ WOFÉ may terminate the Employee's obligations under the Restrictions, and thus, terminate the additional consideration being provided to such Employee, at any time.

SZ WOFÉ可以在任何时候终止员工的在该等限制项下的义务，并因此终止向员工提供额外对价。

5. **Confidentiality.** The Employee acknowledges that his employment with SZ WOFÉ creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that relates to the Euro-Pro Companies' business or any other party with whom the Euro-Pro Companies agrees to hold information of such party in confidence ("**Confidential Information**"). Such Confidential Information includes, but is not limited to, confidential techniques, know-how, financial information, copyrights, patents, trademarks, trade names, slogans, logos, designs, service marks, computer software programs, databases, magnetic media, systems and programs, trade secrets, business lists, customer lists, client lists, supplier lists, employee personnel files, engineering data, logs, consultants' reports, budgets, ratings, forecasts, format strategy, financial reports and projections, tapes and electronic data processing files, accounting journals and ledgers, accounts receivable records and sales, operating, marketing and business plans. The Employee stipulates and agrees that such Confidential Information is the sole and exclusive property of the Euro-Pro Companies (or such customers, clients, or vendors, as

the case may be), that such Confidential Information is confidential and proprietary, and that the unauthorized use or disclosure of such Confidential Information would seriously and irreparably damage the business of the Euro-Pro Companies. The Employee covenants that at all times during his employment and after the termination of such employment, the Employee will keep and hold all Confidential Information in strict confidence and trust, and will not in any fashion, form or manner, either directly or indirectly, use, disclose, divulge or communicate to any Person any Confidential Information without the prior written consent of the President, Chief Executive Officer or General Counsel of Operating. The Employee will abide by the policies and regulations of the Euro-Pro Companies, as established from time to time and provided to the Employee, for the protection of their Confidential Information. The Employee acknowledges that all records, files, data, documents and the like relating to suppliers, customers, costs, prices, systems, methods, personnel, technology and other materials relating to the Euro-Pro Companies shall be and remain the sole property of the Euro-Pro Companies and the Employee shall, upon the request of the President, Chief Executive Officer or General Counsel of Operating, turn over all such materials and any Confidential Information to SZ WOFE. "Confidential Information" shall not include any information or material to the extent that such information or material is filed with any governmental agency on a non-confidential basis or is or becomes generally available to the public other than as a result of a wrongful disclosure by (x) a person otherwise bound to the provisions hereof, or (y) any person bound by a duty of confidentiality or similar duty owed to the Euro-Pro Companies. The Employee further acknowledges and agrees that his employment with SZ WOFE and receipt from SZ WOFE his monthly salary during the whole period of such employment shall constitute good and sufficient consideration, over and above any other consideration already stipulated herein, to ensure his compliance with the confidentiality obligations contained in this Clause.

保密。员工确认他与SZ WOFE的劳动关系产生一种关于该等Euro-Pro公司的业务的或任何该等Euro-Pro公司同意为其信息进行保密的第三方的保密或机密的信息(“**保密信息**”)的信任与信托关系。该种保密信息包括但不限于保密技术、技术诀窍、财务信息、版权、专利权、商标、商号、标语、标志、设计、服务标志、计算机软件程式、数据库、磁性媒介、系统及程式、商业秘密、业务清单、雇客名单、客户名单、供应商名单、员工个人档案、工程数据、日志、顾问报告、预算、等级、估算、形式策略、财务报告及预算、磁带及电子数据处理档案、会计流水账和分类账、会计应收账款纪录及销售、运营、市场推广及业务计划。员工保证并同意该保密信息是该等Euro-Pro公司(或视情况而定,其顾客、客户、或卖方)的独家专有财产,该保密信息是机密的且专有的,而未经授权使用或披露该保密信息将会对该等Euro-Pro公司的业务产生严重且无法弥补的损害。员工承诺在其与SZ WOFE之间的劳动关系存在期间内以及该劳动关系终止后所有时间,员工将会对所有保密信息严格保密,除非有Operating的总裁、首席执行官或首席法律顾问的事先书面同意,将不会把保密信息用任何形式、方法或方式直接或间接地使用、披露、泄漏或交流给任何人士。员工将会遵守该等Euro-Pro公司为保护保密信息而不时制定并提供给员工的政策与规定。员工确认所有有关于该等Euro-Pro公司的供应商、顾客、

成本、价格、系统、方法、人员、技术以及其他资料的记录、文档、数据、文件以及类似材料应当是且持续是该等Euro-Pro公司的专有财产，并且一经Operating 的总裁、首席执行官或首席法律顾问的要求，员工应当立即移交所有该等材料以及任何保密信息予SZ WOFE。“保密信息”不包括任何已向政府部门提交的并非保密性质的信息或资料，或并非是由 (x) 一名受本协议条款约束的人士或 (y) 任何对该等Euro-Pro公司负有保密或类似义务的人士错误披露，而本来是或变成是公众通常可获得的信息及资料。员工进一步确认和同意，其与SZ WOFE之间的劳动关系存在的整个期间，其受雇于SZ WOFE和SZ WOFE向其支付的月薪，在本协议项下已经约定的任何其它对价之外，另行构成确保其遵守本条款项下的保密义务的良好及足够的对价。

6. **Inventions and Patents.** The Employee acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) which relate to the Euro-Pro Companies' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by the Employee while engaged by SZ WOFE ("**Work Product**") belong to the Euro-Pro Companies and/or SZ WOFE (as the case may be). The Employee shall promptly disclose such Work Product to SZ WOFE and perform all actions reasonably requested by the President, Chief Executive Officer or General Counsel of Operating (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments).

发明和专利。员工确认，在员工与 SZ WOFE 之间的劳动关系存在期间，员工构想、开发或制作的关于该等 Euro-Pro 公司的目前或预期的业务、研究和发展或现存或未来的产品或服务的所有发明、革新、改进、发展、方法、设计、分析、图纸、报告以及所有类似或有关信息 (无论是否已可申请专利) ("**职务作品**") 均属于该等Euro-Pro 公司和/或 SZ WOFE (按情况而定)。员工应当及时向 SZ WOFE 披露该职务作品 (无论在本协议期限内和期满之后) 并履行 Operating 的总裁、首席执行官、或首席法律顾问官合理要求的所有行动(包括但不限于转让、同意、授权以及其它契约)，以建立和确认上述所有权。

7. **Consideration; Acknowledgements.** The Employee agrees and acknowledges that the covenants contained herein are provided in connection with his employment with SZ WOFE. The Employee acknowledges that the consideration received by the Employee as set forth in the preceding sentence is of direct and material benefit to the Employee and is good and adequate consideration for the covenants given herein. The Employee acknowledges the reasonableness of the scope of the terms and covenants set forth in this Agreement, the geographic scope of Territory and the duration of the Restrictive Period, and agrees that he/she will not, in any action, suit or other proceeding, deny the reasonableness of, or assert the unreasonableness of, the premises, consideration or scope of the covenants set forth herein. The Employee further acknowledges that complying with the provisions contained in this Agreement will

not preclude him from engaging in a lawful profession, trade or business, or from becoming gainfully employed in such a way as to provide a standard of living for himself, the members of his family, and those dependent upon his or the sort and fashion to which he and they have become accustomed and may expect. The Employee agrees that, prior to departure from employment with SZ WOFE, the Employee shall submit to a termination interview to review the Employee's obligations under the terms of this Agreement. During the termination interview, the Employee shall return all Confidential Information, whether in print or electronic form, in the control, custody or possession of the Employee or the Employee's agents or representatives.

对价：确认。 员工同意并确认本协议项下的承诺是为与 SZ WOFE 订定的劳动关系而确立的。员工确认前述条款所列的员工收到的对价是直接实质有利于员工，并且对承诺而言是良好而充分的对价。员工确认本协议项下的条款和承诺的范围、相关区域的地理范围以及限制期的时限的合理性，并且同意他/她将不会在任何诉讼、争议或司法程序中否认本协议项下所列承诺的前提、对价或范围的合理性，或主张本协议项下所列承诺的前提、对价或范围的不合理性。员工进一步确认遵守本协议项下条款将不会妨碍他从事一项合法的职业、交易或业务，或妨碍他获利益地被雇用从而为其自身、其家庭成员以及依靠他的人士提供一种他们所习惯或可能预期的生活水平。员工同意，在与 SZ WOFE 劳动关系结束前，员工应当进行离职谈话以审查员工在本协议条款下的义务的履行情况。在离职谈话中，员工应当返还无论是编印纸质或电子形式的、在员工或员工的代理人或代表人控制、保管或占有下的所有保密信息。

8. **Notice.** For purposes of this Agreement, all communications including, without limitation, notices, consents, requests or approvals provided for herein shall be in writing and shall be deemed to have been duly given upon actual receipt when personally delivered, delivered by overnight courier or by registered mail or certified mail, return receipt requested, postage prepaid, addressed to SZ WOFE and Operating (to the attention of the General Counsel) at its principal executive office or to the Employee at the residence address set forth below, or to such other address as may have been furnished to the other party in writing.

通知。 为本协议的目的，本协议项下的所有通讯包括但不限于通知、同意、要求或批准应当以书面形式作出。在专人递交、由次日到达快递或挂号信递交（要求回执且预付邮资、并写明 SZ WOFE 和 Operating 的地址（注明收件人为其首席法律顾问）的情况下，在被实际收到时视为适当送达，并且寄给 SZ WOFE 和 Operating 时，其地址为它们的主要办公场所的地址，寄给员工时，其地址为下文规定的住址，或其它事先以书面方式通知对方的地址。

9. **Validity; Severability.** The covenants set forth in this Agreement are and shall be deemed and construed as separate and independent covenants. It is not the intent of any party hereto to violate any public policy of any jurisdiction in which this Agreement may be enforced. If any term or covenant of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction because its duration

and/or the restricted activities and/or other features or characteristics are invalid or unreasonable in scope, (i) each such term or covenant of this Agreement shall be valid and be enforced to the fullest extent permitted by law and shall be reformed to the extent (and only to the extent) necessary to make it valid and legally enforceable, taking into consideration the reasonable concerns and needs of the business interests of the Euro-Pro Companies and SZ WOFE such that the interests of the Euro-Pro Companies and SZ WOFE will not be impaired, provided, that such invalid or unenforceable term, covenant, condition or provision shall be curtailed or eliminated only to the extent necessary to remove such invalidity or unenforceability with respect to the applicable law as it shall then be applied, and (ii) the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

有效性；可分割性。本协议项下列出的承诺是并且应当被视作并诠释为相互独立的承诺。任何一方均无意违反任何本协议可能在其中执行的司法辖区的公共政策。如果本协议项下任何条款或承诺或它们对任何人或情形的适用，因为它的期限和/或限制行为和/或其他特点或性质是无效或在范围上是不合理的，而将在任何程度上被法院或其它相关司法管辖区认为无效或无法执行，则：(i) 本协议项下的每一条款或承诺应当在法律允许的最大程度上有效且能够执行并且应当被修改为该程度（且仅是该程度），为此，应考虑到该等 Euro-Pro 公司的合理的业务利益的顾虑和需求，以便该等 Euro-Pro 公司和 SZ WOFE 的利益不会被损害的情形下使它有效且法律上可执行，但前提是无效或无法执行的条款、承诺、条件或规定应当被缩减或去除，但其程度是在符合相关法律能够在当时适用的情况下去除必要的无效或无法执行的部分，和 (ii) 除去被认为无效或无法执行的部分，本协议的其它条款、承诺、条件或规定和它们对任何人或情形的适用，不受上述无效或不可执行的条款、承诺和规定的影响。

10. **Remedies.** The restrictions contained in this Agreement are considered by the parties hereto to be fair and reasonable and necessary for the protection of the legitimate business interests of the Euro-Pro Companies and SZ WOFE. It is recognized that damages in the event of breach of the provisions of this Agreement by the Employee would seriously and irreparably damage the business of the Euro-Pro Companies and SZ WOFE, and be difficult to ascertain, and it is therefore agreed that SZ WOFE shall have the right to a penalty recoverable from the Employee under law, an injunction or any other relief in any court of competent jurisdiction or under the laws of the People's Republic of China, enjoining any such breach. The existence of this right shall not preclude any other rights and remedies at law which SZ WOFE may have. Any violation, breach or threatened breach of the restrictions contained in this Agreement shall automatically toll and suspend the Restrictive Period for the amount of time that the such violation, breach or threatened breach continues. If SZ WOFE files suit to enforce, enjoin the enforcement, interpret or determine the scope of the covenants contained herein, and prevails in such suit, SZ WOFE shall be entitled to recover, in addition to all other damages or remedies provided for herein, its

costs incurred in prosecuting or defending said suit, including reasonable attorneys' fees. Additionally, in the event of a breach, violation or threatened breach by the Employee of any of the respective covenants and agreements contained in this Agreement, SZ WOFE shall be excused from making any further payments to the Employee pursuant to any provision of any agreement, contract or arrangement between SZ WOFE and the Employee until the Employee shall cease violating, breaching, threatening breach of his respective covenants and agreements contained in this Agreement, and SZ WOFE shall have received reasonable assurances from the Employee that he will no longer engage in the same, at which time the previously suspended payments shall be made to the Employee, which amounts shall be reduced by the damages suffered by the Euro-Pro Companies and/or SZ WOFE.

救济权利。双方认为本协议项下的限制是公平合理必要地为保护该等Euro-Pro公司和SZ WOFE的合法商业利益而设的。由于认识到员工违反本协议项下条款将严重且无法弥补地损害该等Euro-Pro公司和SZ WOFE的业务并且难以估量其损失，因此双方同意该等Euro-Pro公司应当有权根据法律向任何有管辖权的法院，对员工提出惩罚性赔偿要求、或根据中华人民共和国法律申请禁制令或任何其它救济以禁止任何该违约行为。本权利的存在将不会妨碍SZ WOFE法律上的其它权利或补救权。任何侵害、违反或威胁违反本协议项下的限制将会自动中止或暂停限制期，并且中止或暂停的期间为侵害、违反或威胁违反持续的时间。如果SZ WOFE提起诉讼以执行、命令执行、解释或决定本协议项下承诺的范围，并且赢得该诉讼，SZ WOFE将有权在所有本协议项下所规定的损害或补偿外，要求获得弥补它在上述提起或辩护的诉讼中的费用，包括合理的律师费用。另外，在员工不遵守、违反或威胁违反任何本协议项下承诺和协议的情形下，SZ WOFE应当免于支付任何根据SZ WOFE与员工之间的协议、合同或安排应当支付给员工的任何付款，直至员工停止不遵守、违反或威胁违反他在本协议项下的相关承诺和约定，并且SZ WOFE已获得员工的表明其不会再违约的保证，此时，之前中止支付的付款将会在减去该等Euro-Pro公司和/或SZ WOFE所蒙受的损失之后向员工支付。

No failure or delay by SZ WOFE in exercising any remedy, right, power or privilege under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or exercise of any other remedy, right, power or privilege.

任何SZ WOFE在本协议项下或关于本协议的补救、权利、权力或优先权的未能或迟延履行将不会当作为权利之放弃，并且任何一项或部分补救、权利、权力或优先权的行使都不得妨碍该等权利的进一步行使或其它任何补救、权利、权力或优先权的行使。

11. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. The Employee consents to the exclusive personal jurisdiction of the courts of the



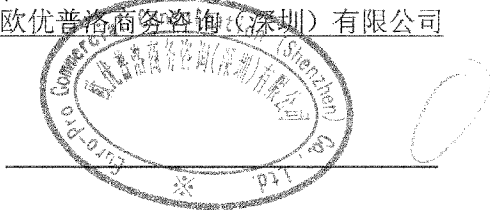
People's Republic of China with respect to all matters arising out of or related to this Agreement.

适用法律；管辖权确认。本协议将适用中华人民共和国法律并据以诠释。员工同意由本协议产生或与之相关的所有事项均受中华人民共和国的法院的排他性管辖权管辖。

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

兹证明，双方于上文首页所示的日期签署并交付本协议。

EURO-PRO COMMERCIAL CONSULTATION
(SHENZHEN) CO., LTD
欧优普洛商务咨询(深圳)有限公司



EMPLOYEE
员工

By/签字:
Name/姓名:

A handwritten signature in black ink is written over a horizontal line, corresponding to the 'By/签字:' and 'Name/姓名:' labels.

INVENTION AWARDS AND REMUNERATION POLICY

(Rev 2: April 20, 2015)

发明奖和报酬奖政策

(版本 2: 2015 年 4 月 20 日)

As a part of our business, it is the intention and desire of Euro-Pro (EP) to develop innovative and quality products. To do so EP relies on a strong patent portfolio for its continued business success and competitiveness in the marketplace. Thus, participation in EP's patent procurement process is one of EP's highest breakthrough achievements. EP employees will, from time to time, develop patentable ideas and inventions. As further set forth below, EP management, in its sole discretion, will decide when and whether to apply for patent protection on the most innovative, leading-edge inventions. 开发创新优质的产品是欧优普洛 (EP) 的意向和愿望, 也是我们业务的一部分。要做到这一点, EP 依赖于一个强大的专利组合以取得其在市场上持续的商业成功和竞争力。因此, 参与 EP 的专利申请过程是 EP 最高的突破性成就之一。EP 员工将会不时地开发可获得专利的创意和发明。如下面进一步列出的, EP 的管理层, 在其自行考虑下, 将决定何时和是否申请专利保护最具创新性、领先的发明。

In recognition of employees' achievements and the importance of patents to EP, and to foster strong participation in the patent procurement process, the Company has implemented this Invention Awards and Remuneration Policy (Policy). 为表彰员工的成绩和专利对 EP 的重要性, 并促进在专利申请过程中的积极参与, 本公司将实施此发明奖和报酬政策 (政策)。

I. ELIGIBILITY

一. 资格

Any direct employee of EP (or any of its subsidiaries and affiliates) is eligible to receive the Awards outlined in this Policy. To receive an Award for the filing of any patent application, the employee must be employed by EP at the time of the actual, completed filing of the patent application with the appropriate patent offices. Likewise, to receive an Award for the issuance of any patent, the employee must be employed by EP at the time of the actual granting of the patent rights from the appropriate patent offices.

任何 EP 的直接雇员 (或任何其附属公司及联营公司雇员) 有资格获得本政策所列的奖项。要因任何专利申请备案而获奖, 在相应专利局实际完成专利申请备案时, 员工必须是由 EP 雇用。同样, 要因任何专利的发行而获奖, 在相应的专利局实际发布专利权时, 雇员也必须是由 EP 雇用。

The Inventor must complete an Invention Disclosure Form (IDF) and attach to it any documents necessary for the understanding of the invention. Inventor shall clearly document the invention in the IDF with complete description and data. The IDF should be submitted to EP Legal Intellectual Property Department (IPD) before the idea is disclosed to third parties (with or without NDA), or before the product is sold and/or advertised for sale, in order to preserve EP's rights to file patent protection worldwide. Instructions on where to send the completed IDF can be found on the IDF. After submitting the IDF, Inventor must continue to cooperate with EP Legal IPD to provide any further information and to conduct a final review and approval of the patent documents before a patent application is filed.

发明者必须完成发明公开表 (IDF), 并附上任何必要的以理解此发明的文件。发明者应用完整的描述和数据在 IDF 中清楚记录此发明。IDF 应当在此发明透露给第三方 (有或没有签保密协议) 之前, 或在产品销售之前和/或在广告销售之前, 提交到欧优普洛法定知识产权署 (IPD), 以保

障 EP 在全球范围内备案专利保护的权利。完成的 IDF 的提交细节可在 IDF 里可找到。提交 IDF 之后，在专利申请备案前，发明者必须继续与欧优普洛法律知识产权署合作，提供任何进一步的信息并进行专利文件最后的审查和批准。

In submitting the IDF the Inventor acknowledges that he or she is a true Inventor and is under a strict obligation of truthful reporting. The Inventor further acknowledges that he or she is under a strict obligation of non-competition and confidentiality with respect to the idea or invention belonging to EP. Employees shall promptly report any new idea or invention via the IDF in order to be eligible an Award. All invention submissions and accompanying documents are the property of EP.

基于 IDF 的提交，发明者承认，他（她）是真正的发明者，并有真实报告的严格义务。发明者进一步承认，他（她）在关于属于 EP 的想法或发明的非竞争和保密性方面有严格义务。为了能有资格接受奖励，员工应通过 IDF 及时报告任何新的想法或发明。所有发明提交和相应的文件都是属于 EP 的产权。

Not everyone who works on a project is necessarily an Inventor. The legal test focuses on those who contributed to the conception and/or reduction to practice of the specific invention defined by the issued patent claims. If there are Inventorship disputes, EP Legal IPD, in its sole discretion, shall decide who the Inventors are, in accordance with its application of the appropriate patent laws.

不是任何从事一个项目的人都必然是一个发明者。法定的考察注重于专利所定义的特定发明内促成了发明概念和/或发明实践的人。如果有关于指定发明者的纠纷，欧优普洛法定知识产权署，在其自行的判断下，将应用相应的专利法来决定谁是发明者。

This Policy applies only to patent applications filed and patents granted, with filing dates on or after April 1, 2015.

该政策只适用于备案日期在 2015 年 4 月 1 日或以后的专利申请和已授权的专利。

In accordance with the Invention Reporting and Review System, EP's Intellectual Property Committee (IPC), in its sole discretion, shall make the determination about whether or not to file a patent application based on a number of factors including without limitation, business relevance, value to EP, if the idea is properly explained in the IDF, and many other factors.

按照发明报告和审查制度，EP 的知识产权委员会（IPC），在其自行考虑下，基于多项因素，包括但不限于和 EP 的业务相关性、对 EP 的价值，发明是否在 IDF 里有适当解释，和其他多种因素，将做出是否备案专利申请的决定。

Each Inventor agrees to cooperate and provide any requested information and/or drawings necessary to facilitate the successful prosecution of the patent application. EP Legal IPD shall have the sole discretion in determining the prosecution strategy of the patent application, including the authority to cease prosecution and abandon the patent application should it be found to be in alignment with EP business strategy and objective.

每个发明者同意合作并提供任何需要的信息和/或图表以便于专利申请的成功实行。欧优普洛法定知识产权署有权自行决定专利申请的实行策略，包括在和 EP 经营战略和目标一致时。

II. REMUNERATION AWARDS

二. 报酬奖

An Inventor is eligible for an Award upon the filing of a first complete patent application, utility or design, with the United States Patent and Trademark Office (USPTO) or the PRC State Intellectual Property Office (SIPO). In this context, a utility patent application includes non-provisional patent application filed at the USPTO, invention patent application filed at the SIPO, or Patent Treaty Cooperation (PCT)

international patent application filed at the USPTO or SIPO, while a design patent application includes a design patent application filed at the USPTO or SIPO, or a utility model patent application filed at the SIPO. Similarly, the Inventor is eligible for an Award upon the granting of the corresponding patent application.

只要美国专利商标局 (USPTO) 或中国国家知识产权局 (SIPO) 备案了第一个完整的专利申请, 实用专利或外观设计专利, 发明者就有资格获得报酬奖。在这背景下, 一个实用专利申请, 包括在美国专利商标局的非临时专利申请, 在中国国家知识产权局的发明专利申请, 或在美国专利商标局或中国国家知识产权局的专利合作条约 (PCT) 国际专利申请, 然而, 外观设计专利申请在此是包括在美国或中国国家知识产权局专利商标局备案, 或在中国国家知识产权局的实用新型。同样, 当相应的专利申请得到授权, 发明者有资格获奖。

If an invention is chosen to be filed as a patent application, then the named Inventors will receive an Award after the following items are completed:

如果发明被选择作为专利申请备案, 则以下项目已完成的发明人将受到奖励:

- (1) All Inventors shall cooperate and provide any requested information and/or drawings necessary to facilitate the filing process;
所有发明者应当予以配合, 并提供任何请求的信息和/或图表以便于备案程序;
- (2) All Inventors shall sign and return all appropriate paperwork including without limitation declaration and assignment forms; and
所有发明者应签字并回复所有适当的文书, 包括但不限于申报和转让表格;
- (3) The patent application is filed and confirmed, by EP Legal IPD, at the USPTO or SIPO.
该专利申请已由欧优普洛法定知识产权署确认在美国专利商标局或中国国家知识产权局备案。

A utility or invention application / patent is one of the following:

一个实用专利或发明专利申请/专利是下列之一:

- A non-provisional patent application filed or granted at the USPTO
在美国专利商标局备案或授权的非临时专利申请
- An invention patent application filed or patent granted at the SIPO
在中国国家知识产权局备案或授权专利的发明专利申请
- A Patent Cooperation Treaty (PCT) international application filed at the USPTO or SIPO
在美国专利商标局或中国国家知识产权局备案的专利合作条约 (PCT) 国际申请

The Inventor Award for the filing and/or granting of the utility or invention application / patent will be:

因实用新型或发明专利申请/专利的备案和/或授权而获奖的发明者奖是:

- Upon filing of an application: USD \$1,000 (or the local currency equivalent) per Inventor, with a maximum amount of USD \$4,000 (or the local currency equivalent) to be divided equally among all Inventors
专利申请备案: 每位发明者 1,000 美元 (或等值的当地货币), 最高限额 4000 美元 (或等值的当地货币) 由所有的发明者平分
- Upon issuance of the patent: USD \$2,000 (or the local currency equivalent) per Inventor, with a maximum amount of USD \$8,000 (or the local currency equivalent) to be divided equally among all Inventors
专利授权: 每位发明者 2,000 美元 (或等值的当地货币), 最高限额 8000 美元 (或等值的当地货币) 由所有的发明者平分



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A design or utility model application / patent is one of the following:

一个外观设计或实用新型申请/专利是下列之一:

- A design patent application filed or granted at the USPTO
在美国专利商标局备案或授权的外观设计专利申请
- A utility model patent application filed or granted at the SIPO
在中国国家知识产权局备案或授权的实用新型专利申请

The Inventor Award for the filing and/or granting of the design or utility model application / patent will be:

因外观设计或实用新型申请/专利的备案和/或授予而获奖的发明者奖将是:

- Upon filing of a design / utility model: USD \$250 (or the local currency equivalent) per designer / Inventor, with a maximum amount of USD \$1,000 (or the local currency equivalent) to be divided equally among all designers / Inventors
外观设计/实用新型备案: 每个设计师/发明者 250 美元 (或等值的当地货币), 最高金额 1000 美元 (或等值的当地货币), 由所有设计师/发明者平分
- Upon issuance of the design / utility model: USD \$500 (or the local currency equivalent) per designer / Inventor, with a maximum amount of USD \$2,000 (or the local currency equivalent) to be divided equally among all designers / Inventors
外观设计/实用新型授权: 每个设计师/发明者 500 美元 (或等值的当地货币), 最高限额 2000 美元 (或等值的当地货币), 由所有设计师/发明者平分

At the end of each fiscal year, the IPC may, in its sole discretion, make a determination on Awards for Inventor of the Year and Team of the Year. The Inventor of the Year may be determined by the number of inventions submitted and patent applications filed, and the Team of the Year may be determined by similar criteria, the two teams being Shark and Ninja.

在每个财政年度结束时, 知识产权委员会可以根据自己的判断, 决定年度发明者奖和年度团队奖。年度的发明者可通过提交的发明数量和备案的专利申请数量来决定, 年度团队可通过类似的标准决定, 这两个团队分别是 Shark 和 Ninja。

The Inventor of the Year and the Team of the Year Awards will be:

年度发明者奖和年度团队奖是:

- Inventor of the Year: USD \$2,500 (or the local currency equivalent)
年度发明者: 2500 美元 (或等值的当地货币)
- Team of the Year: Dinner or sporting event of Team's choice
年度最佳团队: 由团队选择的晚餐或体育赛事

No Awards will be given for provisional application filings at the USPTO. A complete patent application is one that is filed with a full description, claim(s), drawing(s) and abstract (for utility only), together with all formal papers executed by EP and the Inventor(s) that secure title in the invention with EP, its affiliates or any party designated by EP.

在美国专利商标局的临时申请备案不会获奖。一个完整的专利申请是备案有完整的描述, 要求项, 图表和摘要 (仅适用于实用专利), 以及 EP 和发明者执行的所有正式文件证明发明所有权是在 EP 或其附属公司或 EP 指定的任何方。

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Creator of the familiar brands

Shark NINJA

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Taxes and other deductions may be withheld from the Awards per standard payroll procedures. In addition to the amounts set out above, the Inventor is not entitled to any other Award, remuneration or payment by EP including without limitation any economic benefits earned by EP from exploiting, assigning or licensing of the Inventor's idea or invention.

税款和其他扣款可由标准工资手续从奖励扣缴。除上文所载的金额，发明人无获得 EP 其他奖励，报酬或支付，包括但不限于 EP 从开发，分配和授权发明人的理念或发明所获得的任何经济效益。

The Awards outlined herein are limited to the first patent application filed or the first patent granted in the Invention Family. If multiple patent applications are filed with respect to an invention created or developed by the Inventor from the same or similar Invention Family (e.g., a non-provisional patent application filed with the USPTO and an invention patent application filed with SIPO), the Inventor will only be compensated once based on the earliest complete patent filing. If both utility and design patent applications are filed with respect to an invention created or developed by the Inventor from the same or similar Invention Family (e.g., a non-provisional patent application filed with the USPTO and a design patent application filed with the USPTO), the Inventor will only be compensated once for the higher Award amount. EP Legal IPD, in its sole discretion, shall make the determination of what constitutes same or similar Invention Family.

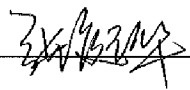
本文所概述的该奖项仅限于第一个专利申请备案或在发明族里授权的第一个专利。如果发明者从相同或相似的发明族（例如，美国专利商标局备案的非临时专利申请和中国国家知识产权局备案的发明专利申请）创造或开发的一个发明，有多个专利申请备案，发明人将仅基于最早完成专利备案给予报酬一次。如果发明者从相同或相似的发明族（例如，在美国专利商标局备案的非临时专利申请和在美国专利商标局备案的外观设计专利申请）创造或开发的一个发明同时有实用新型专利和外观设计专利备案，发明者将只会以高奖金额进行报酬一次。欧优普洛法定知识产权署，在其自行判断下，会决定什么构成相同或类似的发明族。

Lastly, the Inventor is not entitled to any additional Awards for subsequent continuation, continuation-in-part or divisional applications with respect to an invention created or developed by the Inventor from the same or similar Invention Family. Furthermore, the Inventor shall receive no additional Awards for any patent filings or patent grants, utility or design, from any other foreign jurisdictions.

最后，发明者从相同或相似的发明族创造或开发的一个发明，有随后的继续专利申请，部分继续专利申请或分割继续专利申请，发明者无权获得任何附加的奖励。此外，发明者不会因任何专利备案和专利授权，不论实用新型或外观设计，从任何其他外国司法管辖区，而接受额外奖励。

Signature: _____

签名



Date: _____

日期

2017.8.10

By signing above I acknowledge that I received, reviewed and understood this Policy and the accompanying Invention Disclosure Form (IDF) and the Invention Review and Reporting System.

通过上述签名，我特此承认我收到，复审和了解这个发明奖和报酬奖政策以及附件发明公开表和发明审查和报告系统。

NONCOMPETITION, CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

竞业限制，保密以及禁止招揽协议

THIS AGREEMENT is made and entered into as of 12th/Apr/2017, (the "**Effective Date**"), by and between EURO-PRO COMMERCIAL CONSULTATION (SHENZHEN) CO., LTD ("**SZ WOFE**"), and Vincent Zhang ("**Employee**").

本协议于 2017年4月12日 ("**生效日期**") 由欧优普洛商务咨询(深圳)有限公司 ("**SZ WOFE**") 与 张庭华 ("**员工**") 签订。

WHEREAS, SZ WOFE employs the Employee.

鉴于, SZ WOFE 雇佣员工

WHEREAS, Euro-Pro Operating LLC, Euro-Pro Management Company and Euro-Pro International Holding Company, EURO-PRO COMMERCIAL CONSULTATION (SHENZHEN) CO., LTD (collectively "**Euro-Pro Companies**") are in the business of the design, marketing and distribution of floor care or steam cleaning products, garment care products or small kitchen appliances ("**Business**");

鉴于 Euro-Pro Operating LLC、Euro-Pro Management Company 和 Euro-Pro International Holding Company、EURO-PRO COMMERCIAL CONSULTATION (SHENZHEN) CO., LTD (统称为 "**该等 Euro-Pro 公司**") 的业务是设计、推广、经销地板护理或蒸汽清洗产品、服装护理产品或小型厨房设备 ("**Euro-Pro 公司业务**").

WHEREAS, SZ WOFE desires to enter into this Agreement with the Employee and the Employee is voluntarily entering into this Agreement.

鉴于 SZ WOFE 有意与员工签订本协议, 而员工亦自愿签订本协议。

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, including without limitation, the covenants and promises of the parties set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

因此, 为了获得良好及有价值的对价 (双方在此确认已经收到该等对价并认可其足够性, 该等对价包括但不限于本协议项下双方的约定和与承诺), 双方在此同意以下条款并愿受其在法律上的约束:

1. **Noncompetition with the Euro-Pro Companies.** The Employee and SZ WOFE acknowledge that the Euro-Pro Companies at considerable expense have purchased and developed valuable goodwill, customer and client relationships and confidential information that are valuable property rights of the Euro-Pro Companies and that the Employee will have access to and knowledge

concerning such rights, which if used other than for the benefit of the Euro-Pro Companies could significantly injure the Euro-Pro Companies. Accordingly, and in consideration of the mutual promises set forth herein, the Employee covenants that during the period beginning on the Effective Date and ending on the first anniversary of the date on which the Employee's employment with SZ WOFE is terminated ("**Restrictive Period**"), the Employee shall not, without the prior written consent of the President, Chief Executive Officer or General Counsel of Euro-Pro Operating LLC ("**Operating**"), directly or indirectly, in his/her individual capacity or on behalf of any other individual, partnership, corporation, limited liability company or any other entity (collectively "**Person**"), or in any other capacity, Compete with any of the Euro-Pro Companies or any of their successors, assigns or affiliates in the Territory. For purposes of this Agreement, (A) "**Compete**" shall mean (i) own, manage, operate, join, control, or participate in the ownership, management, operation or control of, or permit the use of his name by, or work for, or provide consulting, financial or other assistance to, or be connected in any manner with, a business or business activities identical or substantially similar to the Business or any other business engaged in by the Euro-Pro Companies during the one-year period preceding the date of the Employee's termination in the Territory, or (ii) to assist any Person (whether in a financial, managerial, employment, advisory or other capacity or as a stockholder or owner, or by the provision of information) to engage in the Business within the Territory; and (B) "**Territory**" shall mean North America, Hong Kong and China and any other country in which the Euro-Pro Companies are engaged in business during the one-year period immediately preceding the date of the Employee's termination.

不与该等Euro-Pro公司竞争。员工和SZ WOFE 确认：该等Euro-Pro公司以庞大的费用购买和开发了有价值的商誉、顾客及客户关系和保密信息，并均构成该等Euro-Pro公司的有价值的财产权利，并且员工将会接触并知悉相关信息，如果不是为该等Euro-Pro公司利益而使用该等信息，则可以严重损害该等Euro-Pro公司的利益。因此，鉴于本协议项下的双方做出的承诺，员工承诺自生效日期开始至员工与SZ WOFE的劳动关系终止后一周年期间届满日期止 ("**限制期**"), 未经Euro-Pro Operating LLC ("**Operating**") 的总裁、首席执行官、或首席法律顾问事先书面同意，员工不得直接或间接地以他/她的个人的名义、或代表任何其他个人、合伙企业、企业、有限责任公司或任何其它实体 (统称 "**人**")、或以任何其它身份与任何该等Euro-Pro公司或任何其继承者、受让者或联属方在相关区域内竞争。在本协议中，(A) "**竞争**" 意指 (i) 拥有、管理、经营、加入、控制、或参与，允许运用其名字、受聘工作于或提供咨询、资金或其它援助，或以任何方式相关联系，与该等Euro-Pro公司在员工与SZ WOFE之间的劳动关系终止当日之前一年期间内在相关区域内所从事的业务或商业活动完全相同或大部分类似的业务或商业活动，或者 (ii) 协助任何人 (无论是以资金、管理、雇用、咨询方式或以其他任何身份或作为其股东或所有者、或以提供信息的方式) 在相关区域内参与上文 (i) 中所述业务；(B) "**相关区域**" 指北美洲、中国以及于员工与SZ WOFE之间的劳动关系终止当日之前一年期间内该等Euro-Pro公司在其中开展业务的任何其它国家。

2. **Nonsolicitation of Customers.** The Employee covenants that, during the Restrictive Period, the Employee will not, directly or indirectly, solicit, contact or deal with any Restricted Person (as defined herein) for the direct or indirect purpose of providing services or products to such Restricted Person, which services or products are competitive with or similar to one or more services or products provided by the Euro-Pro Companies during the Employee's employment with SZ WOFE. As used herein, "**Restricted Person**" shall mean (i) any Person (including their successors and assigns) that was a customer or client of any of the Euro-Pro Companies during the one-year period ending on the date of termination of the Employee's employment with SZ WOFE, or (ii) any Person to whom the Euro-Pro Companies has made a presentation for the solicitation of business within the 90 days prior to the date of termination of the Employee's employment with SZ WOFE and the Employee knew, or reasonably should have known, prior to his termination, of such presentation.

禁止招揽顾客。员工承诺，在限制期内，员工将不会直接或间接地，直接或间接为向限制人士提供与员工为 SZ WOFE 服务期间该等 Euro-Pro 公司提供的一项或多项产品或服务相竞争或相类似的服务或产品的目的，直接或间接招揽、联络限制人士（定义见下文）或与之打交道。在本协议项下，“**限制人士**”意指 (i) 于员工与 SZ WOFE 之间的劳动关系终止当日之前一年期以内曾是任何该等 Euro-Pro 公司的顾客或客户的任何人士（包括其继承者和受让者），或者 (ii) 该等 Euro-Pro 公司已在员工与 SZ WOFE 之间的劳动关系终止前 90 日内曾向其作出招揽业务的介绍或展示的任何人士，并且员工在劳动关系终止前已知悉或合理地应当已知悉该介绍或展示。

3. **Nonsolicitation of the Employees.** The Employee covenants that, during the Restrictive Period, the Employee will not knowingly, directly or indirectly: (i) employ or retain as an independent contractor, employee or consultant any Person who was employed or retained by any of the Euro-Pro Companies during the two-year period ending on the date of termination of the Employee's employment hereunder, or (ii) solicit such Person to terminate such Person's employment or retention by any of the Euro-Pro Companies for the purpose of becoming employed or retained by the Employee or any other Person to perform the same or similar services related to the activities that such Person performed for the Euro-Pro Companies.

禁止招揽员工。员工承诺，在限制期内，员工将不会直接或间接故意：(i) 聘用或留用任何在员工与 SZ WOFE 之间的劳动关系终止当日以前两年内被该等 Euro-Pro 公司聘用或留用的人员作为独立承包商，员工或顾问，或者 (ii) 招揽该等人员以终止该些人员与该等 Euro-Pro 公司的聘用或留用关系，并使他们成为其他企业的员工，履行与他们在该等 Euro-Pro 公司服务时相同或相似的职责。

4. **Enforcement of Obligations by the Euro-Pro Companies.** The parties understand and agree that upon the termination date of the Employee for any reason, or at any time during the Restrictive Period thereafter, SZ WOFE shall, in its sole discretion, decide whether to enforce the terms of Clauses 1, 2 and 3

above (collectively, or individually) ("**Restrictions**") of this Agreement with respect to any Employee.

该等Euro-Pro公司执行员工的上述义务。双方理解并同意，因任何原因，员工与SZ WOFE之间的劳动关系终止日或其后的限制期内的任何时候，SZ WOFE将有权独立酌情决定是否对员工执行上文第1、2 和 3 条的规定 (一项或多项) ("**该等限制**")。

SZ WOFE may elect to enforce the Restrictions, and notice shall be given by SZ WOFE one month before the termination of the Employee's employment with SZ WOFE. SZ WOFE shall pay to the Employee on a monthly basis and as additional consideration, over and above any other consideration already stipulated herein, a sum equal to two-thirds (2/3) of the Employee's then base salary, less any deductions, taxes and insurances as required by law, during any period of time that SZ WOFE, in its sole discretion, elects to enforce the Restrictions, up to and including the full term of the Restricted Period.

SZ WOFE可以选择执行该等限制，并于员工与SZ WOFE的劳动关系终止前 1 个月之前应当通知员工。如果在限制期之前和包括限制期在内的任何期间内，SZ WOFE独立决定执行该等限制，SZ WOFE应当按月在其它本协议项下已经约定的对价之外另行支付对价给员工，其数额等于三分之二 (2/3) 员工的基本工资，但应扣除任何法律规定的抵减、税款以及保险。

SZ WOFE may terminate the Employee's obligations under the Restrictions, and thus, terminate the additional consideration being provided to such Employee, at any time.

SZ WOFE可以在任何时候终止员工的在该等限制项下的义务，并因此终止向员工提供额外对价。

5. **Confidentiality.** The Employee acknowledges that his employment with SZ WOFE creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that relates to the Euro-Pro Companies' business or any other party with whom the Euro-Pro Companies agrees to hold information of such party in confidence ("**Confidential Information**"). Such Confidential Information includes, but is not limited to, confidential techniques, know-how, financial information, copyrights, patents, trademarks, trade names, slogans, logos, designs, service marks, computer software programs, databases, magnetic media, systems and programs, trade secrets, business lists, customer lists, client lists, supplier lists, employee personnel files, engineering data, logs, consultants' reports, budgets, ratings, forecasts, format strategy, financial reports and projections, tapes and electronic data processing files, accounting journals and ledgers, accounts receivable records and sales, operating, marketing and business plans. The Employee stipulates and agrees that such Confidential Information is the sole and exclusive property of the Euro-Pro Companies (or such customers, clients, or vendors, as

the case may be), that such Confidential Information is confidential and proprietary, and that the unauthorized use or disclosure of such Confidential Information would seriously and irreparably damage the business of the Euro-Pro Companies. The Employee covenants that at all times during his employment and after the termination of such employment, the Employee will keep and hold all Confidential Information in strict confidence and trust, and will not in any fashion, form or manner, either directly or indirectly, use, disclose, divulge or communicate to any Person any Confidential Information without the prior written consent of the President, Chief Executive Officer or General Counsel of Operating. The Employee will abide by the policies and regulations of the Euro-Pro Companies, as established from time to time and provided to the Employee, for the protection of their Confidential Information. The Employee acknowledges that all records, files, data, documents and the like relating to suppliers, customers, costs, prices, systems, methods, personnel, technology and other materials relating to the Euro-Pro Companies shall be and remain the sole property of the Euro-Pro Companies and the Employee shall, upon the request of the President, Chief Executive Officer or General Counsel of Operating, turn over all such materials and any Confidential Information to SZ WOFE. "Confidential Information" shall not include any information or material to the extent that such information or material is filed with any governmental agency on a non-confidential basis or is or becomes generally available to the public other than as a result of a wrongful disclosure by (x) a person otherwise bound to the provisions hereof, or (y) any person bound by a duty of confidentiality or similar duty owed to the Euro-Pro Companies. The Employee further acknowledges and agrees that his employment with SZ WOFE and receipt from SZ WOFE his monthly salary during the whole period of such employment shall constitute good and sufficient consideration, over and above any other consideration already stipulated herein, to ensure his compliance with the confidentiality obligations contained in this Clause.

保密。员工确认他与SZ WOFE的劳动关系产生一种关于该等Euro-Pro公司的业务的或任何该等Euro-Pro公司同意为其信息进行保密的第三方的保密或机密的信息("保密信息")的信任与信托关系。该种保密信息包括但不限于保密技术、技术诀窍、财务信息、版权、专利权、商标、商号、标语、标志、设计、服务标志、计算机软件程式、数据库、磁性媒介、系统及程式、商业秘密、业务清单、雇客名单、客户名单、供应商名单、员工个人档案、工程数据、日志、顾问报告、预算、等级、估算、形式策略、财务报告及预算、磁带及电子数据处理档案、会计流水账和分类账、会计应收账款纪录及销售、运营、市场推广及业务计划。员工保证并同意该保密信息是该等Euro-Pro公司(或视情况而定,其顾客、客户、或卖方)的独家专有财产,该保密信息是机密的且专有的,而未经授权使用或披露该保密信息将会对该等Euro-Pro公司的业务产生严重且无法弥补的损害。员工承诺在其与SZ WOFE之间的劳动关系存在期间内以及该劳动关系终止后所有时间,员工将会对所有保密信息严格保密,除非有Operating的总裁、首席执行官或首席法律顾问的事先书面同意,将不会把保密信息用任何形式、方法或方式直接或间接地使用、披露、泄露或交流给任何人士。员工将会遵守该等Euro-Pro公司为保护保密信息而不时制定并提供给员工的政策与规定。员工确认所有有关于该等Euro-Pro公司的供应商、顾客、

成本、价格、系统、方法、人员、技术以及其他资料的记录、文档、数据、文件以及类似材料应当是且持续是该等Euro-Pro公司的专有财产，并且一经Operating 的总裁、首席执行官或首席法律顾问的要求，员工应当立即移交所有该等材料以及任何保密信息予SZ WOFE。“保密信息”不包括任何已向政府部门提交的并非保密性质的信息或资料，或并非是由 (x) 一名受本协议条款约束的人士或 (y) 任何对该等Euro-Pro公司负有保密或类似义务的人士错误披露，而本来是或变成是公众通常可获得的信息及资料。员工进一步确认和同意，其与SZ WOFE之间的劳动关系存在的整个期间，其受雇于SZ WOFE和SZ WOFE向其支付的月薪，在本协议项下已经约定的任何其它对价之外，另行构成确保其遵守本条款项下的保密义务的良好及足够的对价。

6. **Inventions and Patents.** The Employee acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) which relate to the Euro-Pro Companies' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by the Employee while engaged by SZ WOFE ("**Work Product**") belong to the Euro-Pro Companies and/or SZ WOFE (as the case may be). The Employee shall promptly disclose such Work Product to SZ WOFE and perform all actions reasonably requested by the President, Chief Executive Officer or General Counsel of Operating (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments).

发明和专利。员工确认，在员工与 SZ WOFE 之间的劳动关系存在期间，员工构想、开发或制作的关于该等 Euro-Pro 公司的目前或预期的业务、研究和发展或现存或未来的产品或服务的所有发明、革新、改进、发展、方法、设计、分析、图纸、报告以及所有类似或有关信息 (无论是否已可申请专利) ("**职务作品**") 均属于该等Euro-Pro 公司和/或 SZ WOFE (按情况而定)。员工应当及时向 SZ WOFE 披露该职务作品 (无论在本协议期限内和期满之后) 并履行 Operating 的总裁、首席执行官、或首席法律顾问官合理要求的所有行动(包括但不限于转让、同意、授权以及其它契约)，以建立和确认上述所有权。

7. **Consideration; Acknowledgements.** The Employee agrees and acknowledges that the covenants contained herein are provided in connection with his employment with SZ WOFE. The Employee acknowledges that the consideration received by the Employee as set forth in the preceding sentence is of direct and material benefit to the Employee and is good and adequate consideration for the covenants given herein. The Employee acknowledges the reasonableness of the scope of the terms and covenants set forth in this Agreement, the geographic scope of Territory and the duration of the Restrictive Period, and agrees that he/she will not, in any action, suit or other proceeding, deny the reasonableness of, or assert the unreasonableness of, the premises, consideration or scope of the covenants set forth herein. The Employee further acknowledges that complying with the provisions contained in this Agreement will

not preclude him from engaging in a lawful profession, trade or business, or from becoming gainfully employed in such a way as to provide a standard of living for himself, the members of his family, and those dependent upon his or the sort and fashion to which he and they have become accustomed and may expect. The Employee agrees that, prior to departure from employment with SZ WOFE, the Employee shall submit to a termination interview to review the Employee's obligations under the terms of this Agreement. During the termination interview, the Employee shall return all Confidential Information, whether in print or electronic form, in the control, custody or possession of the Employee or the Employee's agents or representatives.

对价：确认。员工同意并确认本协议项下的承诺是为与 SZ WOFE 订定的劳动关系而确立的。员工确认前述条款所列的员工收到的对价是直接实质有利于员工，并且对承诺而言是良好而充分的对价。员工确认本协议项下的条款和承诺的范围、相关区域的地理范围以及限制期的时限的合理性，并且同意他/她将不会在任何诉讼、争议或司法程序中否认本协议项下所列承诺的前提、对价或范围的合理性，或主张本协议项下所列承诺的前提、对价或范围的不合理性。员工进一步确认遵守本协议项下条款将不会妨碍他从事一项合法的职业、交易或业务，或妨碍他获利益地被雇用从而为其自身、其家庭成员以及依靠他的人士提供一种他们所习惯或可能预期的生活水平。员工同意，在与 SZ WOFE 劳动关系结束前，员工应当进行离职谈话以审查员工在本协议条款下的义务的履行情况。在离职谈话中，员工应当返还无论是编印纸质或电子形式的、在员工或员工的代理人或代表人控制、保管或占有下的所有保密信息。

8. **Notice.** For purposes of this Agreement, all communications including, without limitation, notices, consents, requests or approvals provided for herein shall be in writing and shall be deemed to have been duly given upon actual receipt when personally delivered, delivered by overnight courier or by registered mail or certified mail, return receipt requested, postage prepaid, addressed to SZ WOFE and Operating (to the attention of the General Counsel) at its principal executive office or to the Employee at the residence address set forth below, or to such other address as may have been furnished to the other party in writing.

通知。为本协议的目的，本协议项下的所有通讯包括但不限于通知、同意、要求或批准应当以书面形式作出。在专人递交、由次日到达快递或挂号信递交（要求回执且预付邮资、并写明 SZ WOFE 和 Operating 的地址（注明收件人为其首席法律顾问）的情况下，在被实际收到时视为适当送达，并且寄给 SZ WOFE 和 Operating 时，其地址为它们的主要办公场所的地址，寄给员工时，其地址为下文规定的住址，或其它事先以书面方式通知对方的地址。

9. **Validity; Severability.** The covenants set forth in this Agreement are and shall be deemed and construed as separate and independent covenants. It is not the intent of any party hereto to violate any public policy of any jurisdiction in which this Agreement may be enforced. If any term or covenant of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction because its duration

and/or the restricted activities and/or other features or characteristics are invalid or unreasonable in scope, (i) each such term or covenant of this Agreement shall be valid and be enforced to the fullest extent permitted by law and shall be reformed to the extent (and only to the extent) necessary to make it valid and legally enforceable, taking into consideration the reasonable concerns and needs of the business interests of the Euro-Pro Companies and SZ WOFE such that the interests of the Euro-Pro Companies and SZ WOFE will not be impaired, provided, that such invalid or unenforceable term, covenant, condition or provision shall be curtailed or eliminated only to the extent necessary to remove such invalidity or unenforceability with respect to the applicable law as it shall then be applied, and (ii) the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

有效性；可分割性。本协议项下列出的承诺是并且应当被视作并诠释为相互独立的承诺。任何一方均无意违反任何本协议可能在其中执行的司法辖区的公共政策。如果本协议项下任何条款或承诺或它们对任何人或情形的适用，因为它的期限和/或限制行为和/或其他特点或性质是无效或在范围上是不合理的，而将在任何程度上被法院或其它相关司法管辖区认为无效或无法执行，则：(i) 本协议项下的每一条款或承诺应当在法律允许的最大程度上有效且能够执行并且应当被修改为该程度(且仅是该程度)，为此，应考虑到该等 Euro-Pro 公司的合理的业务利益的顾虑和需求，以便该等 Euro-Pro 公司和 SZ WOFE 的利益不会被损害的情形下使它有效且法律上可执行，但前提是无效或无法执行的条款、承诺、条件或规定应当被缩减或去除，但其程度是在符合相关法律能够在当时适用的情况下去除必要的无效或无法执行的部分，和 (ii) 除去被认为无效或无法执行的部分，本协议的其它条款、承诺、条件或规定和它们对人或情形的适用，不受上述无效或不可执行的条款、承诺和规定的影响。

10. **Remedies.** The restrictions contained in this Agreement are considered by the parties hereto to be fair and reasonable and necessary for the protection of the legitimate business interests of the Euro-Pro Companies and SZ WOFE. It is recognized that damages in the event of breach of the provisions of this Agreement by the Employee would seriously and irreparably damage the business of the Euro-Pro Companies and SZ WOFE, and be difficult to ascertain, and it is therefore agreed that SZ WOFE shall have the right to a penalty recoverable from the Employee under law, an injunction or any other relief in any court of competent jurisdiction or under the laws of the People's Republic of China, enjoining any such breach. The existence of this right shall not preclude any other rights and remedies at law which SZ WOFE may have. Any violation, breach or threatened breach of the restrictions contained in this Agreement shall automatically toll and suspend the Restrictive Period for the amount of time that the such violation, breach or threatened breach continues. If SZ WOFE files suit to enforce, enjoin the enforcement, interpret or determine the scope of the covenants contained herein, and prevails in such suit, SZ WOFE shall be entitled to recover, in addition to all other damages or remedies provided for herein, its

costs incurred in prosecuting or defending said suit, including reasonable attorneys' fees. Additionally, in the event of a breach, violation or threatened breach by the Employee of any of the respective covenants and agreements contained in this Agreement, SZ WOFE shall be excused from making any further payments to the Employee pursuant to any provision of any agreement, contract or arrangement between SZ WOFE and the Employee until the Employee shall cease violating, breaching, threatening breach of his respective covenants and agreements contained in this Agreement, and SZ WOFE shall have received reasonable assurances from the Employee that he will no longer engage in the same, at which time the previously suspended payments shall be made to the Employee, which amounts shall be reduced by the damages suffered by the Euro-Pro Companies and/or SZ WOFE.

救济权利。双方认为本协议项下的限制是公平合理必要地为保护该等Euro-Pro公司和SZ WOFE的合法商业利益而设的。由于认识到员工违反本协议项下条款将严重且无法弥补地损害该等Euro-Pro公司和SZ WOFE的业务并且难以估量其损失，因此双方同意该等Euro-Pro公司应当有权根据法律向任何有管辖权的法院，对员工提出惩罚性赔偿要求、或根据中华人民共和国法律申请禁制令或任何其它救济以禁止任何该违约行为。本权利的存在将不会妨碍SZ WOFE法律上的其它权利或补救权。任何侵害、违反或威胁违反本协议项下的限制将会自动中止或暂停限制期，并且中止或暂停的期间为侵害、违反或威胁违反持续的时间。如果SZ WOFE提起诉讼以执行、命令执行、解释或决定本协议项下承诺的范围，并且赢得该诉讼，SZ WOFE将有权在所有本协议项下所规定的损害或补偿外，要求获得弥补它在上述提起或辩护的诉讼中的费用，包括合理的律师费用。另外，在员工不遵守、违反或威胁违反任何本协议项下承诺和协议的情形下，SZ WOFE应当免于支付任何根据SZ WOFE与员工之间的协议、合同或安排应当支付给员工的任何付款，直至员工停止不遵守、违反或威胁违反他在本协议项下的相关承诺和约定，并且SZ WOFE已获得员工的表明其不会再违约的保证，此时，之前中止支付的付款将会在减去该等Euro-Pro公司和/或SZ WOFE所蒙受的损失之后向员工支付。

No failure or delay by SZ WOFE in exercising any remedy, right, power or privilege under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or exercise of any other remedy, right, power or privilege.

任何SZ WOFE在本协议项下或关于本协议的补救、权利、权力或优先权的未能或迟延行使将不会当作为权利之放弃，并且任何一项或部分补救、权利、权力或优先权的行使都不得妨碍该等权利的进一步行使或其它任何补救、权利、权力或优先权的行使。

11. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. The Employee consents to the exclusive personal jurisdiction of the courts of the

People's Republic of China with respect to all matters arising out of or related to this Agreement.

适用法律；管辖权确认。本协议将适用中华人民共和国法律并据以诠释。员工同意由本协议产生或与之相关的所有事项均受中华人民共和国的法院的排他性管辖权管辖。

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

兹证明，双方于上文首页所示的日期签署并交付本协议。

EURO-PRO COMMERCIAL CONSULTATION
(SHENZHEN) CO., LTD.
欧优普得商务咨询（深圳）有限公司

EMPLOYEE
员工

By/签字: 张超华 2017/4/12
Name/姓名: