

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7108854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
WUHAO GAO			06/17/2019
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INNOSCIENCE (ZHUHAI) TECHNOLOGY CO., LTD.		
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<b>City:</b>	ZHUHAI CITY		
<b>State/Country:</b>	CHINA		
<b>PROPERTY NUMBERS Total: 1</b>			
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<b>ATTORNEY DOCKET NUMBER:</b>	P1788US02		
<b>NAME OF SUBMITTER:</b>	SAM YIP		
<b>SIGNATURE:</b>	/Sam Yip/		
<b>DATE SIGNED:</b>	01/06/2022		
<b>Total Attachments: 18</b>			
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The translation of the employment contract referring to U.S. Non-Provisional Patent Application No. 17/560,160 is identical with the document enclosed.


Translator's name: Christy Lin

Translator's signature: 

Date: December 22, 2021

# 劳 动 合 同 书

用人单位（甲方）： 英诺赛科（珠海）科技有限公司  
住 所： 广东省珠海市高新区金鼎工业园金园二路 39 号  
法定代表人（主要负责人）： WEIWEI LUO  
联系电话： 0756 - 3819257

劳动者姓名（乙方）： 高昊昊  
现居住住址： 山东省单县单城镇南关文庙街33号  
户籍所在地址： 山东省单县单城镇南关文庙街 33 号  
身份证号码：   
联系电话： 15008231321

珠 海 市 人 力 资 源 和 社 会 保 障 局 印 制

根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》等有关劳动法律、法规的规定，甲、乙双方遵循合法、公平、平等自愿、协商一致、诚实信用的原则订立本合同。

## 一、合同期限

### (一) 合同期限

双方同意按下列第1种方式确定本合同期限：

- 1、有固定期限：从 2019 年 06 月 17 日起至 2022 年 06 月 16 日止。
- 2、无固定期限：从 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日起至法定的终止条件出现时止。
- 3、以完成一定工作任务为期限：从 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日起至 \_\_\_\_\_ 工作任务完成时止。

### (二) 试用期限

双方同意按下列第2种方式确定本合同试用期（试用期包括在合同期内）：

- 1、无试用期。
- 2、试用期为 6 个月（天），从 2019 年 06 月 17 日起至 2019 年 12 月 16 日止。

## 二、工作内容和工作地点

- (一) 乙方的工作岗位（部门、工种或职务）为：研发部工程师
- (二) 乙方的工作任务或职责是：见岗位说明书
- (三) 甲方因生产经营需要调整乙方的工作岗位，按变更本合同办理，双方签章确认的协议书作为本合同的附件。
- (四) 乙方的工作地点是 珠海；如甲方派乙方到外地或外单位工作，应签订补充协议。

## 三、工作时间和休息休假

(一) 双方同意按下列第 \_\_\_\_\_ 种方式确定乙方的工作时间：

- 1、标准工时工作制：
  - (1) 甲方安排乙方每日工作 8 小时，每周工作 5 天。乙方每周至少休息一天，每日工作时间不超过八小时，平均每周工作时间不超过四十小时。

(2) 甲方因生产（工作）需要，经与乙方协商后可以延长工作时间。除《劳动法》第四十二条规定的情形外，一般每日不得超过一小时，因特殊原因最长每日不得超过三小时，每月不得超过三十六小时。甲方依法安排乙方延长工作时间的，应按《劳动法》第四十四条的规定

支付延长工作时间的工资报酬。

(3) 休息日和法定休假日，甲方依法安排乙方休息休假，因工作需要安排乙方休息日加班的，应依法安排补休或支付加班费，因工作需要安排乙方法定休假日加班的，应依法支付加班费。

2、不定时工作制：甲方根据生产经营特点，且在遵守劳动法律、法规相关规定的前提下，在乙方所在岗位实行不定时工作制。

3、综合计算工时工作制：甲方根据生产经营特点，且在遵守劳动法律、法规相关规定的前提下，在乙方所在岗位实行综合计算工时工作制。

#### 四、劳动报酬

(一) 乙方正常工作时间的工资按下列第 1 种形式执行，不得低于当地最低工资标准。

1、以定薪表为准。

(二) 甲方根据企业的经营状况和依法制定的工资分配办法调整乙方工资，乙方在六十日内未提出异议的视为同意。

(三) 甲方每月 10 日发放乙方工资。甲方至少每月以货币形式向乙方支付一次工资。如遇节假日或休息日，则提前到最近的工作日支付。

(四) 乙方因病或者非因工负伤停止工作进行治疗，在国家规定的医疗期内，甲方应当依照国家有关规定支付病假工资。甲方支付的病假工资不得低于当地最低工资标准的百分之八十。

(五) 乙方依法享受法定休假日、婚假、丧假等假期期间，甲方按照国家有关法律、法规的规定向乙方支付相应的工资待遇。

(六) 经甲乙双方协商一致，甲方可以从乙方工资中扣除以下费用：住房公积金及社保个人缴纳部分费用、伙食费、个人所得税

(七) 甲乙双方终止或者解除劳动合同的，甲方应当按照有关规定及时付清乙方工资。

#### 五、社会保险和福利待遇

(一) 合同期内，甲方依法为乙方办理参加社会保险的手续，社会保险费的负担按社会保险法律、法规和规章的规定执行。

(二) 乙方患病或非因工负伤，甲方应按有关法律、法规的规定给予医疗期和医疗待遇。

(三) 乙方患职业病、因工负伤或者因工死亡的，甲方应按有关法律、法规的规定办理。

(四) 乙方在职期间凭有效资料可向甲方申请住房补贴。

(五) 乙方在职期间凭有效资料可向甲方申请子女教育经费。

(六) 乙方在职期间凭有效资料向甲方申请探亲费。

## **六、劳动保护、劳动条件和职业危害防护**

(一) 甲方按有关法律、法规的规定提供符合国家劳动卫生标准的劳动作业场所，切实保护乙方在生产工作中的安全和健康。如乙方工作过程中可能产生职业病危害，甲方应按《职业病防治法》的规定保护乙方的健康及其相关权益。

(二) 甲方根据乙方从事的工作岗位，按有关法律、法规的规定，发给乙方必要的劳动保护用品，并按劳动保护规定安排乙方进行体检。

(三) 乙方有权拒绝甲方的违章指挥、强令冒险作业，对甲方及其管理人员漠视乙方安全和健康的行为，有权要求改正并向有关部门检举、控告。

## **七、劳动合同的变更**

甲乙双方协商一致，可以变更劳动合同约定的内容。变更劳动合同，应当采用书面形式。变更后的劳动合同文本由用人单位和劳动者各执一份。

## **八、劳动合同的解除、终止**

(一) 双方协商一致，可以解除劳动合同。由甲方提出协商解除劳动合同的，应依法支付乙方经济补偿金。

(二) 乙方提前三十日(甲方的规章制度规定少于三十日的，从其规定)以书面形式通知甲方，可以解除劳动合同。乙方在试用期内提前三日通知甲方，可以解除劳动合同。

(三) 甲方有下列情形之一的，乙方可以解除劳动合同，并有权要求甲方支付解除劳动合同的经济补偿金：

- 1、未按照劳动合同约定提供劳动保护或者劳动条件的；
- 2、未及时足额支付劳动报酬的；
- 3、未依法为乙方缴纳社会保险费的；
- 4、甲方的规章制度违反法律、法规的规定，损害乙方权益的；
- 5、因甲方以欺诈、胁迫的手段或者乘人之危，使乙方在违背真实意思的情况下订立或变更劳动合同，致使该劳动合同无效的；
- 6、法律、行政法规规定乙方可以解除劳动合同的其他情形。

(四) 乙方有下列情形之一的，甲方可以解除劳动合同，且无需支付乙方解除劳动合同的

经济补偿金。

1、在试用期间被证明不符合录用条件的；

2、严重违反甲方依法制定并经公示或告知乙方的规章制度的；

3、严重失职，营私舞弊，给甲方造成重大损害的；

4、乙方同时与其他用人单位建立劳动关系，对完成甲方的工作任务造成严重影响，或者经甲方提出，拒不改正的；

5、因乙方以欺诈、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变更劳动合同，致使该劳动合同无效的；

6、被依法追究刑事责任的；

7、在合同期内违反计划生育政策发生计划外生育的。

(五) 有下列情形之一的，甲方提前三十日以书面形式通知乙方本人或者额外支付乙方一个月工资后，可以解除劳动合同，但应支付乙方解除劳动合同的经济补偿金：

1、乙方患病或者非因工负伤，在规定的医疗期满后不能从事原工作，也不能从事由用人单位另行安排的工作的；

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、劳动合同订立时所依据的客观情况发生重大变化，致使劳动合同无法履行，经甲方与乙方协商，未能就变更劳动合同内容达成协议的。

(六) 有下列情况之一，甲方可按《劳动合同法》第四十一条的规定解除劳动合同，但应支付乙方解除劳动合同的经济补偿金：

1、依照企业破产法规定进行重整的；

2、生产经营发生严重困难的；

3、企业转产、重大技术革新或者经营方式调整，经变更劳动合同后，仍需裁减人员的；

4、其他因劳动合同订立时所依据的客观经济情况发生重大变化，致使劳动合同无法履行的。

(七) 乙方有下列情形之一的，甲方不得依照本合同第八条第五、六项的规定解除劳动合同：

1、从事接触职业病危害作业未进行离岗前职业健康检查，或者疑似职业病人正在诊断或者医学观察期间的；

2、患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的；

3、患病或者非因工负伤，在规定的医疗期内的；

- 4、女职工在孕期、产期、哺乳期的；
- 5、在甲方连续工作满十五年，且距法定退休年龄不足五年的；
- 6、法律、行政法规规定的其他情形。

(八) 有下列情形之一的，劳动合同终止：

- 1、劳动合同期满的；
- 2、乙方开始依法享受基本养老保险待遇的；
- 3、乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；
- 4、甲方被依法宣告破产的；
- 5、甲方被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的；
- 6、法律、行政法规规定的其他情形。

甲方依本项第 1 条规定终止固定期限劳动合同的，应支付乙方终止劳动合同的经济补偿金，但甲方维持或者提高劳动合同约定条件续订劳动合同，乙方不同意续订的情形除外；

甲方依照本项第 4 条、第 5 条规定终止劳动合同的，应支付乙方终止劳动合同的经济补偿金。

(九) 劳动合同期满，有第八条第七项规定情形之一的，劳动合同应当续延至相应的情形消失时终止。但是，本合同第七项第 2 条规定乙方丧失或者部分丧失劳动能力的劳动合同的终止，按照国家有关工伤保险的规定执行。

(十) 经济补偿按乙方在本单位工作的年限，每满一年支付一个月工资的标准向乙方支付。六个月以上不满一年的，按一年计算；不满六个月的，向乙方支付半个月工资的经济补偿。

乙方月工资高于甲方所在地设区的市级人民政府公布的本地区上年度职工月平均工资三倍的，向乙方支付经济补偿的标准按职工月平均工资三倍的数额支付，向乙方支付经济补偿的年限最高不超过十二年。

月工资是指乙方在劳动合同解除或者终止前十二个月的平均工资。

## 九、争议处理

双方履行本合同如发生争议，可先协商解决；不愿协商或协商不成的，可以向甲方的劳动争议调解委员会申请调解；调解无效的，可在争议发生之日起一年内向当地劳动争议仲裁机构申请仲裁；也可以直接向劳动争议仲裁机构申请仲裁、对仲裁裁决不服的，可在十五天内向人民法院起诉。

## 十、其他约定

(一) 合同未尽事宜或者本合同条款与有关法律、法规相抵触的,按照有关法律、法规的规定执行。

(二) 下列文件为本合同的附件,与本合同具有同等法律效力。

- 1、《员工手册》
- 2、《保密协议》
- 3、
- 4、
- 5、

(三) 本合同一式两份,甲、乙双方各执一份。经甲、乙双方签章生效。

甲方: (盖章)

法定代表人:

(或委托代理人)

乙方: (签名) 本人自愿签订此劳动合同

高昊昊

年 月 日

2019 年 6 月 17 日

鉴证机构 (盖章):

鉴证人:

鉴证日期: 年 月 日

## 劳动合同变更（续签）记录

变更内容或续签期限	双方盖章（签名）
	<div style="text-align: right;">甲方（盖章）： 法定代表人 （或委托代理人）  年 月 日</div> <div style="text-align: right;">乙方：（签名） 联系电话：  年 月 日</div>
	<div style="text-align: right;">甲方（盖章）： 法定代表人 （或委托代理人）  年 月 日</div> <div style="text-align: right;">乙方：（签名） 联系电话：  年 月 日</div>
	<div style="text-align: right;">甲方（盖章）： 法定代表人 （或委托代理人）  年 月 日</div> <div style="text-align: right;">乙方：（签名） 联系电话：  年 月 日</div>

[Translation]

## Employment Contract

Employer (the first party): Innoscience (Zhuhai) Technology Co., Ltd.

Address: 39 Jin Yuan Er Rd., Hi-Tech District, Zhuhai City, Guangdong Province

Legal Representative (main person in-charge): Wei Wei LUO

Contact number: 0756-3819257

Employee (second party): Wuhao GAO

Residence Address: 33 Wenmiao Road, Nanguan, Shancheng Town, Shan County, Shandong Province

Household Register Address: 33 Wenmiao Road, Nanguan, Shan Town, Shan County, Shandong Province

ID number: \_\_\_\_\_

Contact number: 15008231321

Printed by Zhuhai Municipal Human Resources and Social Security Bureau

This Contract is concluded by both parties in accordance with the Labour Law of the People's Republic of China, the Labour Contract Law of the People's Republic of China and other related labour laws and regulations in the principles of legality, fairness, equality and voluntariness, consensus through consultation, and good faith.

## **1. Contract Period**

### **(1) Contract Period**

Both parties agree to determine the term of this Contract according to the first method below:

1. With fixed period: From 17 June 2019 to 16 June 2022
2. Without fixed period: From (yyyy/mm/dd) until any of the statutory termination conditions become applicable.
3. The Contract ends upon the completion of certain tasks: from (yyyy/mm/dd) until \_\_\_\_\_ tasks are completed.

### **(2) Probation period**

Both parties agree to determine the probation period of this Contract according to the second method below:

1. No probation period.
2. The probation period is six months (day) from 17 June 2019 to 16 December 2019.

## **2. Work content and work location**

- (1) Job position (department, job type or position) of the second party is: Engineer in the R&D Department
- (2) Work tasks or responsibilities of the second party are: See job description
- (3) If the first party adjusts the job position of the second party due to production and operation needs, this Contract shall be modified accordingly with an agreement signed and confirmed by both parties as an annex hereto.
- (4) The work location of the second party is Zhuhai; a supplementary agreement shall be signed if the first party sends the second party to work in other places or other departments.

## **3. Working hours and holidays**

- (1) Both parties agree to determine the working hours of the second party according to the \_\_\_\_\_ method below:

### **1. Standardized working hours:**

- (1) The first party arranges for the second party to work 8 hours a day and 5 days a week. The second party has at least one rest day each week. The daily working hours shall not exceed eight hours, and the average weekly working hours shall not exceed 40 hours.
- (2) Due to production (working) needs, the first party may extend the working hours of the second party after consultation therewith. Except for the circumstances stipulated in Article 42 of the "Labour Law", overtime work generally shall not exceed one hour per day; shall not exceed three hours per day due to special reasons; and shall not exceed thirty-six hours per month. If the first party extends the working hours of the second party in accordance with the law, the Employee shall be entitled to receive additional remuneration for the extended working hours in accordance with the provisions of Article 44 of the Labour Law.

- (3) The Employee is entitled to rest days and statutory holidays in accordance with the law. If the second party is required to work overtime on a rest day, the first party shall arrange compensatory day-off or pay overtime according to law. If the second party is required to work overtime on a statutory holiday, overtime shall be paid in accordance with the law.
2. Irregular working hours: The first party implements irregular working hours for the second party's position based on the characteristics of production and operation and in compliance with relevant labour laws and regulations.
3. Comprehensive calculation of working hours: The first party implements a comprehensive calculation of working hours for the second party's position based on the characteristics of production and operation and in compliance with relevant labour laws and regulations.

#### **4. Remuneration**

- (1) The second party's salary for normal working hours shall be in compliance with the first method set out below and shall not be lower than the local minimum wage standard.
  1. Subject to salary scale
- (2) The first party adjusts the second party's salary based on the company's operating conditions and the wage distribution methods established according to the law. If the second party does not raise an objection against the adjustment within 60 days, he/she shall be deemed to have agreed the adjustment.
- (3) The first party pays the second party's salary on the 10th of each month in money at least once a month. In case the 10th falls on holidays or rest days, payment shall be made on the nearest working day in advance.
- (4) If the second party stops working due to illness or non-work-related injury and to receive treatment, he/she is entitled to paid sick leave in accordance with relevant national regulations during the medical treatment period prescribed by the state. The rate of the sick leave payable by the first party shall not be less than 80% of the local minimum wage standard.
- (5) The Employee is entitled to receive wages in correspondence to the relevant national laws and regulations while enjoying statutory holidays, wedding leave, and bereavement leave according to law.
- (6) Upon agreement by both parties, the first party may deduct the following expenses from the second party's salary: housing provident fund and the Employee's portion of social security contribution, food expenses, personal income tax
- (7) If both parties terminate or dissolve the employment contract, the first party shall pay the second party's wages in full and on time in accordance with relevant regulations.

#### **5. Social insurance and benefits**

- (1) The first party shall handle the procedures for the second party to apply for social insurance according to law during his/her employment hereunder. The social insurance contributions shall be payable in accordance with the provisions of social insurance laws, regulations and rules.
- (2) If the second party is ill or injured not at work, the first party shall provide medical period and treatment in accordance with relevant laws and regulations.

- (3) If the second party suffers from an occupational disease, is injured at work or died at work, the first party shall handle it in accordance with relevant laws and regulations.
- (4) The second party can apply to the first party for housing subsidies with valid information during his employment hereunder.
- (5) The second party can apply to the first party for his/her children's education funds with valid information during his employment hereunder.
- (6) The second party can apply to the first party for family visitation fees with valid information during his employment hereunder.

**6. Labour protection, labour conditions and occupational hazard protection**

- (1) The first party shall provide workplaces that meet the national labour hygiene standards in accordance with relevant laws and regulations, and effectively protect the safety and health of the second party during production. If occupational disease hazards may occur during the second party's work, the first party shall protect the second party's health and related rights and interests in accordance with the provisions of the Occupational Disease Prevention Law.
- (2) According to the work position that the second party is engaged in, the first party shall issue necessary labour protection items to the second party in accordance with relevant laws and regulations, and arrange for the second party to undergo a physical examination in accordance with labour protection regulations.
- (3) The second party has the right to refuse the first party's illegal commands and forced risky operations. The second party has the right to request corrections from the first party and its management personnel for their disregard of the second party's safety and health, and to report and sue the relevant authorities therefor.

**7. Modification to the employment contract**

Modifications hereto is allowed upon mutual agreement by both parties and shall be executed in written format with each party to hold one modified copy.

**8. Termination of the employment contract**

- (1) The employment agreement may be terminated upon mutual agreement of both parties. If the first party proposes to negotiate the termination of the employment contract, the first party shall pay the economic compensation to the second party in accordance with the law.
- (2) The second party may terminate the employment contract by notifying the first party in written format 30 days in advance (subject to the regulations of the first party if the notification period stipulated is less than 30 days). The second party may terminate the employment contract by notifying the first party three days in advance during the probation period.
- (3) The second party may terminate the employment contract and is entitled to economic compensation from the first party for the termination of the employment contract should the Employer falls under any of the following circumstances:
  1. Failure to provide labour protection or labour conditions in accordance with the employment contract;
  2. Failure to pay the remuneration in full and on time;
  3. Failure to pay social insurance premiums for the second party in accordance with the law;
  4. The first party's rules and regulations violate laws and regulations and damage the second party's rights and interests;

5. The first party uses fraud, coercion or takes advantage of the second party's difficulties to induce the second party to conclude or modify the employment contract in violation of its true intentions, rendering the employment contract invalid;
  6. Other circumstances under which laws and administrative regulations stipulate that the second party may terminate the employment contract.
- (4) The first party may terminate the employment contract without paying the second party's economic compensation for terminating the employment contract should the second party falls under any of the following circumstances:
1. During the probation period, it is proved that the Employee does not meet the employment conditions;
  2. Serious violation of the rules and regulations formulated by the first party in accordance with the law announced or notified to the second party;
  3. Serious dereliction of duty and malpractices for personal gain, causing major damage to the first party;
  4. The second party establishes employment relations with other employers at the same time hereunder which seriously affect the completion of the first party's work tasks, or the second party refuses to make corrections upon request of the first party;
  5. The second party uses fraud, coercion or takes advantage of the second party's difficulties to induce the first party to conclude or modify the employment contract in violation of its true intentions, rendering the employment contract invalid;
  6. Being criminally liable in accordance with the law;
  7. Unplanned births occurred in violation of the family planning policy during the contract period hereunder.
- (5) In any of the following circumstances, the first party may terminate the employment contract after notifying the second party in written format 30 days in advance or after paying an additional month of salary to the second party, but the first party shall pay the economic compensation to the second party for terminating the employment contract:
1. The second party is ill or is injured due to non-work-related reasons and cannot perform the original duties nor the duties separately arranged by the Employer after the prescribed medical treatment period;
  2. The second party is incompetent for the job. After training or adjustment of the job position, he/she is still incompetent for the job;
  3. The objective circumstances upon which the employment contract was concluded have undergone a major change rendering the employment contract unable to be performed. After negotiation between the first party and the second party, no agreement can be reached on changing the content of the employment contract.
- (6) In any of the following circumstances, the first party may terminate the employment contract in accordance with Article 41 of the Labour Contract Law but shall pay the second party the economic compensation for the termination of the employment contract:
1. Reorganization of the first party in accordance with the provisions of the Enterprise Bankruptcy Law;
  2. Serious difficulties in production and operation;

3. When the first party changes production, has major technological innovation, or adjusts their business model, the second party has to be laid off even after the employment contract is amended;
  4. Other material changes of the objective economic conditions upon which the employment contract was concluded have rendered the employment contract unable to be performed.
- (7) The first party shall not terminate the employment contract in accordance with Article 8, Paragraphs 5 and 6 of this employment contract should the second party falls under any of the following circumstances:
1. Engaging in operations exposed to occupational disease hazards while no occupational health examination is conducted before the Employee leaves his/her job, or being suspected to suffer from occupational diseases during the diagnostic medical observation period;
  2. Suffering from occupational diseases or work-related injuries and having been confirmed to have lost or partially lost his/her work ability;
  3. Suffering from sickness or non-work-related injury within the prescribed medical treatment period;
  4. Female workers during pregnancy, childbirth, or breastfeeding;
  5. Having worked for the first party for 15 consecutive years and being less than five years away from the legal retirement age;
  6. Other circumstances stipulated by laws and administrative regulations.
- (8) In any of the following circumstances, the employment contract shall be terminated:
1. The employment contract expires;
  2. The second party begins to enjoy the basic pension insurance in accordance with the law;
  3. The second party dies, or is declared dead or missing by the People's Court;
  4. The first party is declared bankrupt according to law;
  5. The first party has its business license revoked, is ordered to close down or to withdraw from business, or decides to be dissolved prematurely;
  6. Other circumstances stipulated by laws and administrative regulations.

If the first party terminates the fixed-term employment contract in accordance with Item 1 of this paragraph, it shall pay the second party the economic compensation for terminating the employment contract. However, the situation that the first party maintains or improves the agreed terms of the employment contract to renew the employment contract, but the second party does not agree to the renewal is in exception;

If the first party terminates the employment contract in accordance with Items 4 and 5 of this paragraph, it shall pay the second party the economic compensation for terminating the employment contract.

- (9) If any of the circumstances specified in Article 8, Paragraph 7 is applicable upon expiry of this employment contract, the employment contract shall be extended until the corresponding circumstance is resolved. However, in accordance with Paragraph 7, Item 2, the termination of the employment contract in which the second party loses or partially loses his/her ability to work shall be executed in accordance with the state's regulations on work-related injury insurance.

(10) The economic compensation shall be paid to the second party according to the standard of one month's salary for every year that the second party has worked for the first party. If the period is more than six months but less than one year, it shall be calculated as one year. If the period is less than six months, the second party shall be paid half a month's salary as economic compensation.

If the monthly salary of the second party is three times higher than the average monthly salary of the employees of the previous year as announced by the municipal people's government in the area where the first party is located at, the standard of economic compensation to the second party shall be three times the average monthly salary of the employees. The maximum reckonable years of service in the calculation of economic compensation payable to the second party shall not exceed twelve years.

Monthly salary refers to the average salary of the second party in the twelve months before the dissolution or termination of the employment contract.

#### **9. Dispute resolution**

If there is a dispute over the performance of this Contract between the two parties, they may first resolve the dispute through negotiation. If both parties are unwilling to negotiate or the negotiation fails, they may apply to the labour dispute mediation committee of the first party for mediation. If the mediation is unsuccessful, both parties may apply for arbitration to a local labour dispute arbitration institution within one year from the date of the dispute. They may also directly apply to the labour dispute arbitration institution for arbitration. Those who are dissatisfied with the arbitration decision may file a lawsuit in the People's Court within 15 days.

#### **10. Other conventions**

- (1) Matters not covered in this Contract, or the terms herein which are in conflict with relevant laws and regulations, shall be implemented in accordance with relevant laws and regulations.
- (2) The following documents are annexes hereto and have the same legal effect as this Contract:
  1. "Employee Handbook"
  2. "Confidentiality Agreement"
- (3) This Contract is in duplicate, with each party holding one copy. Both copies shall take effect upon the signatures or seals by both parties.

The first party: (seal)  
/Innoscence (Zhuhai) Technology Co., Ltd./  
Legal Representative:  
(or Authorized Agent)

(YYYY)/(MM)/(DD)

The second party: (signature)

I voluntarily sign this employment contract  
/Wuhao GAO /

2019/06/17

Authentication Agency (seal):

Authentication Officer:

Authentication date:

Amendment (Renewal) Record of Employment Contract

Amended content or renewal period	Seal (Signature) of the two parties
	<p>The first party: (seal)  Legal Representative:  (or Authorized Agent)</p> <p>(YYYY)/(MM)/(DD)</p> <p>The second party: (signature)  Contact number</p> <p>(YYYY)/(MM)/(DD)</p>
	<p>The first party: (seal)  Legal Representative:  (or Authorized Agent)</p> <p>(YYYY)/(MM)/(DD)</p> <p>The second party: (signature)  Contact number</p> <p>(YYYY)/(MM)/(DD)</p>
	<p>The first party: (seal)  Legal Representative:  (or Authorized Agent)</p> <p>(YYYY)/(MM)/(DD)</p> <p>The second party: (signature)  Contact number</p> <p>(YYYY)/(MM)/(DD)</p>