

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7467154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HAOTIAN CUI	06/30/2018
RECEIVING PARTY DATA	
Name:	INNFOS DRIVE(BEIJING) TECHNOLOGIES CO., LTD.
Street Address:	ROOM 448, FLOOR 4, BUILDING 2, NO. 85, HONGAN RD.
City:	FANGSHAN DISTRICT, BEIJING
State/Country:	CHINA
Postal Code:	102400
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16806922
CORRESPONDENCE DATA	
Fax Number:	(312)427-6663
<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:	3124271300
Email:	chicagouspto@ladas.net
Correspondent Name:	RICHARD J. STREIT
Address Line 1:	LADAS & PARRY, 224 SOUTH MICHIGAN AVE.
Address Line 4:	CHICAGO, ILLINOIS 60604
ATTORNEY DOCKET NUMBER:	CU-74702 RY
NAME OF SUBMITTER:	SHUI WAN YU
SIGNATURE:	/Shui Wan Yu/
DATE SIGNED:	08/03/2022
Total Attachments: 19	
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Translation Verification for Employment Agreement

TRANSLATION VERIFICATION

I, the below undersigned translator, hereby state and declare that:

a) My name and post office address are as stated below.

b) That I am knowledgeable in the English and Chinese languages and that I believe that the attached English translation of the Employment Agreement document is a true and complete translation of the attached Chinese Employment Agreement document.

c) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

July 11, 2022
Date

Chunyan CONG
Full Printed Name of Translator

Postal Address: Room 4C, Tower A,
Xuesong Building, No.52, Tairan 6th Road,
Tian'an Community, Shatou Street,
Futian District, Shenzhen, Guangdong, China.

Chunyan Cong
Signature of Translator

CONFIDENTIALITY, NON-COMPETITION AND INTELLECTUAL
PROPERTY RIGHTS AGREEMENT

保密、竞业禁止及知识产权保护协议

This Confidentiality, Non-Competition and Intellectual Property Rights Agreement ("Agreement") is made by and between the following two parties in Beijing, the People's Republic of China ("China"):

本保密、竞业禁止及知识产权保护协议（“协议”）由下述双方于中国（“中国”）北京订立：

Party A. [*]; and

甲方：[前沿驱动（北京）技术有限公司]；以及

Party B: Mr./Ms. _____ ("Employee"), a citizen of _____ and with an Identity Card No./Passport No. _____, and residing at _____

乙方：崔昊天（先生/女士）（“员工”），中国公民，居民身份证号码/护照号码为：110104199102252039，居住住址为：朝阳区常营中路2号院富力阳光美园9号楼2602。

For the purpose of this Agreement, the Company and the Employee shall be collectively referred to as the "Parties" and individually as a "Party".

为本协议之目的，公司和员工合称为“双方”，单独称为“一方”。

WHEREAS, the Employee and the Company entered into an employment contract dated [_____] (the "Employment Contract"); and

鉴于，员工与公司于_____年_____月_____日签署了劳动合同（“劳动合同”）；以及

WHEREAS, the Company possesses and/or accesses the Confidential Information (as defined in Section 1.2 below), to which the Employee will or may be exposed for the purpose of performance of his/her duties at the Company;

鉴于，公司持有和/或能接触到保密信息（定义见下文第1.2条），员工为履行其在工作职责将要或可能接触到保密信息；

NOW THEREFORE, in accordance with the relevant laws and regulations of China, after friendly consultation and on the basis of the principle of equality and willingness, the Parties have agreed to the following terms and conditions:

兹此，根据中国的相关法律法规，在平等自愿的基础上并经过友好协商，双方就下述条款和条件达成一致：

1. DEFINITIONS

定义

Unless otherwise required by the context of this Agreement, the following terms used in this Agreement shall have the meanings as set forth below:

除非本协议上下文另有规定，本协议中使用的以下术语应具有下文规定的含义：

1.1 "Affiliate" means any partnership, joint venture, corporation or other form of enterprise and/or entity, domestic or foreign, including but not limited to subsidiaries,

which directly or indirectly controls, is controlled by, or is under common control with, the Company.

“关联公司”系指与公司具有下列关系之一的任何国内或国外的合伙、合资企业、公司或其他形式的企业和/或实体，包括但不限于子公司；直接或间接控制公司，直接或间接接受公司控制，或与公司直接或间接地共同受控于第三方。

- 1.2 “**Confidential Information**” shall mean any information belonging to, or accessed by the Company or any Affiliate, that is deemed or treated confidential by the Company, or which the Employee knows or ought reasonably to have known to be confidential. “**保密信息**”系指公司或任何关联公司拥有或接触到的任何下述信息；公司视为保密或予以保密的信息，或员工知晓或理应知晓属于保密的信息。

Confidential Information shall be deemed to include the following, without limitation: 保密信息应被视为包括但不限于下述信息：

- (i) Any information regarding the business and affairs of the Company or any Affiliate, including, but not limited to, business strategies and methods, marketing or promotional policies or activities, business development plans, client information, financial information, research data of all kinds, and management methods;
任何与公司或任何关联公司的业务和事务有关的信息，包括但不限于，商业策略和方法、营销或促销的方针或活动、业务拓展计划、客户信息、财务信息、各种类别的研究数据和管理方法；
- (ii) Any information which the customers and/or business partners of the Company or any Affiliate consider confidential and in respect of which the Company or any Affiliate may be subject to confidentiality or non-disclosure obligations, whether expressed or implied;
公司或任何关联公司的客户和/或商业伙伴认为属于保密的，并且公司或任何关联公司对此承担保密或不披露义务（不论是明示的还是默示的）的任何信息；以及
- (iii) All other information of any nature whatsoever which may be disclosed or made known to the Employee at any time during the course of the working relationship with the Company, whether or not he or she is performing duties for or is undergoing training by the Company or any Affiliate.
员工在为公司工作期间的任何时候（不论员工是为公司或任何关联公司工作还是接受其培训）被告知或得知的任何性质的任何其他信息。

The Confidential Information does not include any information that: (i) becomes generally available to the public other than as a result of a disclosure by the Employee in violation of this Agreement; (ii) was available to the Employee prior to its disclosure to the Employee by the Company or its representatives; or (iii) is otherwise made available to the Employee without a wrongful act on the part of the party providing the information.

保密信息不包括任何下述信息：(i)为公众所能普遍获取的信息（但因员工违反本协议的约定进行披露导致该等信息成为公众所能普遍获取的信息除外）；(ii)在公司或其代表向员工披露之前，员工已获知的信息；或(iii)其他在信息提供方无过错的情况下向员工提供的信息。

2. **CONFIDENTIALITY**

保密

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- 2.1 The Employee hereby represents, warrants, and/or covenants to the Company that:
员工兹此向公司声明、保证和承诺如下:
- (i) the execution and performance of the Employee's obligations under the Employment Contract and this Agreement by the Employee will not breach any covenant or agreement that the Employee has entered into with any of his/her former employer(s), or breach any obligation owed to any other third party, or infringe any rights of any third party;
员工对劳动合同和本协议的签署以及对协议项下劳动义务的履行, 不违反员工对其任何前雇主作出的任何承诺或员工与其任何前雇主所签订的任何协议, 不违反员工对任何第三方的任何义务、亦不侵害任何第三方的任何权利;
 - (ii) the Employee will not disclose to the Company, or use or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or any other third party; or
员工不得向公司披露、使用, 或促使公司使用, 属于其任何前雇主或其他第三方的任何保密信息, 专有信息、或资料; 或
 - (iii) the Employee is not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent the Employee from complying, with this Agreement.
员工未签署, 并保证不签署任何与本协议存在冲突或妨碍员工履行本协议义务的任何其他协议。
- 2.2 The Employee shall keep strict confidentiality of the Confidential Information and shall not disclose any Confidential Information or allow such information to be disclosed to any third party (for the purpose of clarification, such third parties shall include any other employees of the Company, unless such disclosure is necessary for the purpose of the employment) and that the Employee shall use any and all Confidential Information solely for the purpose of the employment and shall not disclose, duplicate, or otherwise use the Confidential Information for any other purpose.
员工应对保密信息严格保密, 不得向任何第三方(为避免疑问, 该等第三方应包括公司的其他员工, 除非该等披露是出于工作的需要)披露任何保密信息或允许该信息被披露给上述任何第三方。员工应仅为工作目的使用任何及所有保密信息, 不得为其他任何目的披露、复制或以其他方式使用任何保密信息。
- 2.3 For the purpose of clarification, the Employee hereby acknowledges that the confidentiality obligations as stipulated in Section 2.2 above shall continue existing after the Employee ends his/her working relationship with the Company until the relevant Confidential Information becomes generally available to the public other than as a result of a disclosure by the Employee in violation of this Agreement.
为避免疑问, 员工特此声明: 在员工结束其与公司的工作关系之后, 上述第2.2条规定的保密义务将保持有效, 直至相关保密信息已成为公众所能普遍获取的信息(但因员工违反本协议的约定进行披露而导致该等信息成为公众所能普遍获取的信息除外)。
- 2.4 Upon the termination or nullification of his/her working relationship with the Company, the Employee shall forthwith return to the Company or the relevant Affiliate (and will not keep in his/her possession, reproduce or deliver to anyone else) any and all computers, discs, CDs, software, documents, papers, books, materials, archives,

receipts, vehicles, credit cards, correspondence, manuals, records, and/or other property and documents that belong to the Company or its Affiliates, as well as any and all copies thereof which are under his or her possession and/or control.

在其与公司的工作关系终止或解除时，员工应立即向公司或相应的关联公司归还（并不得继续占有、复制或向他人交付）任何及所有属于公司或关联公司的计算机、盘片、CD、软件、文件、纸张、书籍、资料、档案、收据、车辆、信用卡、信件、手册、记录，其他所有的财产和文件、以及员工占有和/或控制的任何和全部上述物件的复制件。

- 2.5 The Employee hereby agrees that, if the Employee has stored any Confidential Information in his/her own personal property (such as personal computer), the Employee shall provide the Company with a copy of such Confidential Information and then delete the Confidential Information from the Employee's personal property forever. If the copying or the deletion as discussed in this Section 2.5 is not feasible for whatsoever reasons, upon the request of the Company, the Employee will transfer the ownership of such personal properties to the Company; and, the Company shall compensate the Employee at an amount equal to the actual value of the concerned personal property.

员工兹此同意：若员工在其个人财产（如个人电脑）中存有任何保密信息，员工应向公司提供该等保密信息的复制件，并将该等保密信息从员工的个人财产中永久删除。若本第2.5条提及的复制或删除因任何原因而无法实现，应公司要求，员工应向公司转移该个人财产的所有权，公司应向员工支付金额等于该个人财产实际价值的补偿金。

- 2.6 Upon the termination or nullification of the Employee's working relationship with the Company pursuant to the Employment Contract, the Employee will sign and deliver to the Company a written certification of his/her compliance with his/her obligations under this Section 2.4 and Section 2.5.

在员工与公司基于劳动合同的工作关系终止或解除时，员工应签署并交付给公司一份书面证明，证明其已履行本第2.4条和第2.5条项下的义务。

3. NON-COMPETITION

竞业禁止

- 3.1 During his/her working relationship with the Company and within two (2) years after his/her working relationship with the Company ends, to the furthest extent permitted by the Chinese law, the Employee shall not, directly or indirectly, establish, carry on, participate in, work for, provide financial support or security for, or advise, any entities or individuals that directly or indirectly compete with the Company or any Affiliate, or carry on any activity similar to the business carried on by the Company or any Affiliate ("Non-Competition Obligation").

在为公司工作期间以及员工与公司的工作关系结束后的两(2)年内，在中国法律允许的最大范围内，员工不得直接地或间接地设立、经营、参与任何与公司或任何关联公司直接或间接竞争的实体或个人，不得直接地或间接地为该等实体或个人工作、提供财务支持、担保或任何建议，亦不得直接地或间接地从事任何与公司或其任何关联公司业务相类似的活动（“不竞争义务”）。

- 3.2 In consideration of the Non-Competition Obligation of the Employee owed to the Company, upon the termination/nullification of the Employee's working relationship with the Company, the Company shall compensate the Employee at a total amount equal to 30% of the Employee's total annual income from the Company preceding the termination/nullification date of the Employee's working relationship with the

Company, to be paid by the Company to the Employee in twenty-four (24) equal installments on a monthly basis. For clarification, "income" herein means base salary, bonus, and other types of payment that are deemed as a part of the Employee's salary from the Company by the operation of the Chinese law, which the Company pays to the Employee in monetary form; and, "income" shall not include stock option or equity ownership that the Employee has obtained or will obtain from the Company (if any).

鉴于员工在工作关系结束后对公司负有不竞争义务，在员工与公司的工作关系终止或解除之时，公司总计应向员工支付相当于员工与公司的工作关系终止或解除前一年该员工从公司取得的年总收入30%的补偿金，平均分为24期由公司分别在工作关系结束后按月支付给员工。为避免疑问，此处的“收入”包括：基本工资，奖金，以及公司以金钱形式支付给员工的，在中国法下被视为公司支付给员工工资的一部分的任何其他款项；“收入”不包括员工从公司处取得的或将要取得的股票期权和股权（如有）。

In case that the then effective minimum statutory non-competition compensation (if any) differs from the above amount of compensation as of date of the working relationship ends, the Company and the Employee agree and confirm that the then effective minimum statutory non-competition compensation shall apply herein, subject to the terms of this Section 3.2.

受制于本第3.2条的规定，如果在员工与公司的工作关系终止之日届时有效的法定的最低不竞争补偿金（如有）与上述补偿金额不符，公司与员工同意并确认，应适用届时有效的法定的最低不竞争补偿金。

Notwithstanding the foregoing, the Employee hereby agrees that the Company shall be entitled not to make the above compensation, if the Company chooses, in its sole discretion, to waive the non-competition obligation upon the termination/nullification of the Employee's working relationship with the Company. For the purpose of clarification, notwithstanding the above provision of this paragraph, to the maximum extent permitted by the Chinese law, under no circumstances shall the Employee reveal any Confidential Information to any other company or individual unless otherwise permitted in this Agreement or approved by the Company in writing.

尽管有上述规定，如果在员工与公司的工作关系终止或解除后，公司自行选择免除员工的不竞争义务，员工兹此同意，公司有权不支付上述补偿金。为避免疑问，尽管有本段的上述规定，在中国法律允许的最大范围内，除非本协议允许或经公司书面批准，员工在任何情况下均不得向任何其他公司或个人披露保密信息。

- 3.3 In the event that the Employee breaches his/her Non-Competition Obligation, he/she shall pay the Company an amount equal to three (3) times the compensation the Employee has received from the Company in consideration for his/her assumption of the non-competition obligation.

如果乙方违反竞业禁止规定的，应当向甲方支付违约金，数额为甲方向其支付的竞业限制补偿费的3倍。

- 3.4 During his/her working relationship with the Company and within two (2) years after his/her working relationship with the Company ends, to the maximum extent permitted by Chinese law, the Employee shall not, directly or indirectly, induce any other employee of the Company or any Affiliate to nullify or terminate their employment with the Company or such Affiliate, or directly or indirectly hire any other employee of the Company or any Affiliate.

在为公司工作期间以及员工与公司的工作关系结束后两(2)年内，在中国法律允许的最大范围内，员工不得直接或间接地促使公司或任何关联公司的任何其他

员工解除或终止其与公司或该关联公司的劳动关系，亦不得直接或间接地雇佣公司或任何关联公司的任何其他员工。

- 3.5 During his/her working relationship with the Company and thereafter, the Employee shall not make any statement or disclose information which is derogatory of, or which might otherwise be detrimental to the reputation and interests of, the Company or any Affiliate or their respective directors, officers or employees. Further, the Employee shall do no harm to the legal rights and interest of the Company in any other way.
在为公司工作期间以及员工与公司的工作关系结束后，员工不得发表任何有损于或可能损害公司或任何关联公司或其各自董事、管理人员或员工的声誉和利益的言论，或披露此类信息。此外，员工不得以任何其他方式损害公司的合法权利和利益。

4. INTELLECTUAL PROPERTY RIGHTS 知识产权

- 4.1 The Employee hereby acknowledges that, to the furthest extent permitted by Chinese law, with respect to any and all intellectual property rights or other proprietary rights in or to any invention, utility models, designs, know-how, copyright, or other forms of intellectual property, which the Employee solely or jointly conceives or develops or reduces to practice, or causes to be conceived or developed or reduced to practice: (i) within the scope of the his/her working relationship with the Company; (ii) during the course of fulfilling the assignments given by the Company that is outside the scope of his/her working relationship with the Company; (iii) within one (1) year after his/her working relationship with the Company, and which, is related to his/her working relationship with the Company and/or the assignment given by the Company; or (iv) with the Company's materials and technology (such as, fund, equipment and parts, raw materials, know-how, confidential information, etc.) (collectively "IPR"), such IPR shall belong to the Company.

员工兹此确认：在中国法律允许的最大范围内，对于员工(i)在本职工作中；(ii)在履行公司分配的在本职工作之外的任务中；(iii)在与公司的工作关系终止或解除后一(1)年内（并且与其本职工作和/或公司分配的任务有关的）；或(iv)利用公司的物质技术条件（例如，公司的资金、设备和零部件、原材料、诀窍、保密信息等），自行、与他人共同、或促使他人构思、开发、或研制得出的任何发明、实用新型、设计、诀窍、著作权、或其他形式的知识产权，其中所包含的或与之有关的任何知识产权权利或其他财产权利（统称为“知识产权”）应归公司所有。

- 4.2 The Employee hereby agrees to assist in every proper way, at the Company's expense, the Company or its designee to secure the Company's rights in the IPR in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights, and in order to assign and convey to the Company, its successors, assignees, and nominees, the sole and exclusive rights, title and interest in and to the IPR.

员工兹此同意以所有适当的方式（由公司承担费用）协助公司或公司指派的人员或实体，为公司取得知识产权在任何及全部国家的各项权利。该等适当的方式包括：向公司披露全部的有关信息和数据，签署所有的申请书、规范说明书、以及公司认为在申请取得该等权利和向公司（或其继承人、受让人和指定者）转让知识产权的专属权利、权属和利益时所必需的文书。

The Employee further agrees that his/her obligation to execute or cause for the execution of, when it is in his/her power to do so, any such instrument or papers shall continue after the termination of the working relationship with the Company.

员工进一步同意：员工签署任何该等文书或文件的义务，或促使该等文书或文件被签署的义务（若员工有权这样做时），在其与公司的工作关系终止之后仍应继续存在。

5. REMEDIES FOR BREACH

违约责任

- 5.1 In the event that a Party breaches the representations, warranties, or covenants of the Party under this Agreement, or fails to perform its/his/her obligations under this Agreement, to the extent permitted by law, the non-breaching Party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

若一方违反其在本协议项下的任何声明、保证、或承诺，或未能履行其在本协议项下的任何义务，在法律允许的范围内，守约方有权请求禁止令和/或请求强制履行，以及寻求其他任何适当的救济（包括金钱赔偿，如适用）。

- 5.2 In particular, any breach by the Employee of his/her obligations under this Agreement during his/her working relationship with the Company shall constitute a fundamental breach hereof; and, the Company shall be entitled to immediately terminate the working relationship between the Employee and the Company.

特别地，在为公司工作期间，员工对其在本协议下的任何义务的违反均构成本协议项下的根本性违约；并且，公司有权立即解除公司与员工的工作关系。

6. GOVERNING LAW AND DISPUTE RESOLUTION

适用法律及争议解决

- 6.1 The formation of this Agreement, its validity, interpretation, execution and settlement of disputes shall be governed by the relevant laws and regulations of China.

本协议的成立、效力、解释、签署和争议解决，均应受中国法律法规管辖。

- 6.2 Where any dispute arises from, out of, or in connection with this Agreement, either Party may apply to the relevant local labor dispute arbitration committee for arbitration within sixty (60) days after the occurrence of the dispute. A Party may file a lawsuit with the relevant People's Court within fifteen (15) days after receiving the arbitral award if it is not satisfied with the arbitral award.

若因本合同引起或产生与本合同有关的任何争议，任何一方均可在争议发生后的六十（60）天内，向当地劳动争议仲裁委员会提起仲裁。一方在收到仲裁裁决书后的十五（15）天内，如对该仲裁裁决不服，可向有关的人民法院提起诉讼。

To the extent permitted by law, without going through the labor dispute arbitration procedures, a Party may directly file a lawsuit with or seek remedies from the People's Court after the occurrence of the dispute.

在法律允许的范围内，一方可不经劳动仲裁程序，在争议发生后直接向人民法院提起诉讼或寻求救济。

7. MISCELLANEOUS

其他

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- 7.1 This Agreement shall take effect as of the signature date hereof.
本协议自签署日期起生效。
- 7.2 This Agreement shall be written in both Chinese and English, in two (2) original copies. The two language versions shall be equally authentic and are consistent in all substantial respects.
本协议以中英文同时书写，一式两(2)份。本协议的中英文文本应具有同等效力，并在所有实质方面保持一致。
- 7.3 This Agreement (a) shall prevail over the Employment Contract in case of any inconsistency and shall survive the termination or nullification of the Employment Contract; (b) does not in any way restrict either Party's right to nullify the working relationship at any time, for any reason, or for no reason as permitted under applicable law and as stipulated in the Employment Contract; (c) shall inure to the benefit of successors and assigns of Company; and (d) is binding upon the heirs and agents of the Employee.
本协议(a)如与劳动合同不一致，则以本协议为准，并且在劳动合同终止或解除后继续有效；(b)不在任何方面限制任何一方、在适用法律允许的范围内和根据劳动合同的规定、在任何时间、出于任何理由解除或无因解除工作关系的权利；(c)对公司的承继者和受让人保持有效；且(d)对员工的继承人和代理人具有拘束力。
- 7.4 If an arbitrator or court holds any provision of this Agreement to be illegal, invalid or unenforceable, that provision shall be deemed amended to provide Company the maximum protection permitted by applicable law and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.
如果仲裁员和法院判定本协议的任何条款非法、无效或不可执行，该条款应被视为已被修订，以使公司获得适用法律允许范围内最大限度的保护；本协议其他条款的合法性、效力和可执行性不受影响。
- 7.5 Each Party hereby confirms that the Party has carefully and thoroughly reviewed this Agreement and fully understood each provision of this Agreement.
双方特此确认：其已认真地和完整地审阅本协议，并完全理解本协议各条款之规定。

[Signature Page Follows]

【签字页附后】

IN WITNESS THEREOF, the Parties have hereby duly executed this Agreement on _____, 2018.

鉴此，本合同双方特此于2018年 6月 30日正式签署本合同。

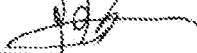
[前裕驱动（北京）技术有限公司]

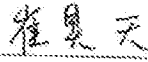
Mr./Ms. 崔昊天(先生/女士)



Signature of Authorized Representative
授权代表签名:

Signature of the Employee:
员工签名:


Title: Legal Representative
职位: 法定代表人


Printed Name:
姓名: 崔昊天

**CONFIDENTIALITY, NON-COMPETITION AND INTELLECTUAL
PROPERTY RIGHTS AGREEMENT**

保密、竞业禁止及知识产权保护协议

This Confidentiality, Non-Competition and Intellectual Property Rights Agreement ("Agreement") is made by and between the following two parties in Beijing, the People's Republic of China ("China"):

本保密、竞业禁止及知识产权保护协议（“协议”）由下述双方于中国（“中国”）北京订立：

Party A: [*]; and

Party A: [INNFO Drive(Beijing)Technologies Co.,Ltd.]; and

Party B: Mr./Ms. _____ ("Employee"), a citizen of _____ and with an Identity Card NO./Passport No. _____, and residing at _____.

Party B: Haotian CUI (Mr./Ms.) ("Employee"), a citizen of CHINA and with an Identity Card NO./Passport No. 110104199102252039, and residing at Room 2602, Building 9, Fuli yangguangmeiyuan, No. 2 yard, Changying Middle Road, Chaoyang District, Beijing, 100024 China.

For the purpose of this Agreement, the Company and the Employee shall be collectively referred to as the "Parties" and individually as a "Party".
为本协议之目的，公司和员工合称为“双方”，单独称为“一方”。

WHEREAS, the Employee and the Company entered into an employment contract dated [_____] (the "Employment Contract"); and
鉴于，员工与公司于_____年_____月_____日签署了劳动合同（“劳动合同”）；以及

WHEREAS, the Company possesses and/or accesses the Confidential Information (as defined in Section 1.2 below), to which the Employee will or may be exposed for the purpose of performance of his/her duties at the Company;
鉴于，公司持有和/或能接触到保密信息（定义见下文第1.2条）；员工为履行其在工作的工作职责将要或可能接触到保密信息；

NOW THEREFORE, in accordance with the relevant laws and regulations of China, after friendly consultation and on the basis of the principle of equality and willingness, the Parties have agreed to the following terms and conditions:
兹此，根据中国的相关法律法规，在平等自愿的基础上并经过友好协商，双方就下述条款和条件达成一致；

1. DEFINITIONS
定义

Unless otherwise required by the context of this Agreement, the following terms used in this Agreement shall have the meanings as set forth below:
除非本协议上下文另有规定，本协议中使用的以下术语应具有下文规定的含义：

1.1 "Affiliate" means any partnership, joint venture, corporation or other form of enterprise and/or entity, domestic or foreign, including but not limited to subsidiaries,

which directly or indirectly controls, is controlled by, or is under common control with, the Company.

“关联公司”系指与公司具有下列关系之一的任何国内或国外的合伙、合资企业、公司或其他形式的企业和/或实体，包括但不限于子公司；直接或间接控制公司，直接或间接接受公司控制，或与公司直接或间接地共同受控于第三方。

- 1.2 “**Confidential Information**” shall mean any information belonging to, or accessed by the Company or any Affiliate, that is deemed or treated confidential by the Company, or which the Employee knows or ought reasonably to have known to be confidential. “**保密信息**”系指公司或任何关联公司拥有或接触到的任何下述信息；公司视为保密或予以保密的信息，或员工知晓或理应知晓属于保密的信息。

Confidential Information shall be deemed to include the following, without limitation: 保密信息应被视为包括但不限于下述信息：

- (i) Any information regarding the business and affairs of the Company or any Affiliate, including, but not limited to, business strategies and methods, marketing or promotional policies or activities, business development plans, client information, financial information, research data of all kinds, and management methods;
任何与公司或任何关联公司的业务和事务有关的信息，包括但不限于，商业策略和方法、营销或促销的方针或活动、业务拓展计划、客户信息、财务信息、各种类别的研究数据和管理方法；
- (ii) Any information which the customers and/or business partners of the Company or any Affiliate consider confidential and in respect of which the Company or any Affiliate may be subject to confidentiality or non-disclosure obligations, whether expressed or implied; and
公司或任何关联公司的客户和/或商业伙伴认为属于保密的，并且公司或任何关联公司对此承担保密或不披露义务（不论是明示的还是默示的）的任何信息；以及
- (iii) All other information of any nature whatsoever which may be disclosed or made known to the Employee at any time during the course of the working relationship with the Company, whether or not he or she is performing duties for or is undergoing training by the Company or any Affiliate.
员工在为公司工作期间的任何时候（不论员工是为公司或任何关联公司工作还是接受其培训）被告知或得知的任何性质的任何其他信息。

The Confidential Information does not include any information that: (i) becomes generally available to the public other than as a result of a disclosure by the Employee in violation of this Agreement; (ii) was available to the Employee prior to its disclosure to the Employee by the Company or its representatives; or (iii) is otherwise made available to the Employee without a wrongful act on the part of the party providing the information.

保密信息不包括任何下述信息：(i)为公众所能普遍获取的信息（但因员工违反本协议的约定进行披露导致该等信息成为公众所能普遍获取的信息除外）；(ii)在公司或其代表向员工披露之前，员工已获知的信息；或(iii)其他在信息提供方无过错的情况下向员工提供的信息。

2. **CONFIDENTIALITY**

保密

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- 2.1 The Employee hereby represents, warrants, and/or covenants to the Company that:
员工兹此向公司声明、保证和承诺如下:
- (i) the execution and performance of the Employee's obligations under the Employment Contract and this Agreement by the Employee will not breach any covenant or agreement that the Employee has entered into with any of his/her former employer(s), or breach any obligation owed to any other third party, or infringe any rights of any third party;
员工对劳动合同和本协议的签署以及对协议项下劳动义务的履行, 不违反员工对其任何前雇主作出的任何承诺或员工与其任何前雇主所签订的任何协议, 不违反员工对任何第三方的任何义务、亦不侵害任何第三方的任何权利;
 - (ii) the Employee will not disclose to the Company, or use or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or any other third party; or
员工不得向公司披露、使用, 或促使公司使用, 属于其任何前雇主或其他第三方的任何保密信息, 专有信息、或资料; 或
 - (iii) the Employee is not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent the Employee from complying, with this Agreement.
员工未签署, 并保证不签署任何与本协议存在冲突或妨碍员工履行本协议义务的任何其他协议。
- 2.2 The Employee shall keep strict confidentiality of the Confidential Information and shall not disclose any Confidential Information or allow such information to be disclosed to any third party (for the purpose of clarification, such third parties shall include any other employees of the Company, unless such disclosure is necessary for the purpose of the employment) and that the Employee shall use any and all Confidential Information solely for the purpose of the employment and shall not disclose, duplicate, or otherwise use the Confidential Information for any other purpose.
员工应对保密信息严格保密, 不得向任何第三方(为避免疑问, 该等第三方应包括公司的其他员工, 除非该等披露是出于工作的需要)披露任何保密信息或允许该信息被披露给上述任何第三方。员工应仅为工作目的使用任何及所有保密信息, 不得为其他任何目的披露、复制或以其他方式使用任何保密信息。
- 2.3 For the purpose of clarification, the Employee hereby acknowledges that the confidentiality obligations as stipulated in Section 2.2 above shall continue existing after the Employee ends his/her working relationship with the Company until the relevant Confidential Information becomes generally available to the public other than as a result of a disclosure by the Employee in violation of this Agreement.
为避免疑问, 员工特此声明: 在员工结束其与公司的工作关系之后, 上述第2.2条规定的保密义务将保持有效, 直至相关保密信息已成为公众所能普遍获取的信息(但因员工违反本协议的约定进行披露而导致该等信息成为公众所能普遍获取的信息除外)。
- 2.4 Upon the termination or nullification of his/her working relationship with the Company, the Employee shall forthwith return to the Company or the relevant Affiliate (and will not keep in his/her possession, reproduce or deliver to anyone else) any and all computers, discs, CDs, software, documents, papers, books, materials, archives,

receipts, vehicles, credit cards, correspondence, manuals, records, and/or other property and documents that belong to the Company or its Affiliates, as well as any and all copies thereof which are under his or her possession and/or control.

在其与公司的工作关系终止或解除时，员工应立即向公司或相应的关联公司归还（并不得继续占有、复制或向他人交付）任何及所有属于公司或关联公司的计算机、盘片、CD、软件、文件、纸张、书籍、资料、档案、收据、车辆、信用卡、信件、手册、记录，其他所有的财产和文件、以及员工占有和/或控制的任何和全部上述物件的复制件。

- 2.5 The Employee hereby agrees that, if the Employee has stored any Confidential Information in his/her own personal property (such as personal computer), the Employee shall provide the Company with a copy of such Confidential Information and then delete the Confidential Information from the Employee's personal property forever. If the copying or the deletion as discussed in this Section 2.5 is not feasible for whatsoever reasons, upon the request of the Company, the Employee will transfer the ownership of such personal properties to the Company; and, the Company shall compensate the Employee at an amount equal to the actual value of the concerned personal property.

员工兹此同意：若员工在其个人财产（如个人电脑）中存有任何保密信息，员工应向公司提供该等保密信息的复制件，并将该等保密信息从员工的个人财产中永久删除。若本第2.5条提及的复制或删除因任何原因而无法实现，应公司要求，员工应向公司转移该个人财产的所有权，公司应向员工支付金额等于该个人财产实际价值的补偿金。

- 2.6 Upon the termination or nullification of the Employee's working relationship with the Company pursuant to the Employment Contract, the Employee will sign and deliver to the Company a written certification of his/her compliance with his/her obligations under this Section 2.4 and Section 2.5.

在员工与公司基于劳动合同的工作关系终止或解除时，员工应签署并交付给公司一份书面证明，证明其已履行本第2.4条和第2.5条项下的义务。

3. NON-COMPETITION

竞业禁止

- 3.1 During his/her working relationship with the Company and within two (2) years after his/her working relationship with the Company ends, to the furthest extent permitted by the Chinese law, the Employee shall not, directly or indirectly, establish, carry on, participate in, work for, provide financial support or security for, or advise, any entities or individuals that directly or indirectly compete with the Company or any Affiliate, or carry on any activity similar to the business carried on by the Company or any Affiliate ("Non-Competition Obligation").

在为公司工作期间以及员工与公司的工作关系结束后的两(2)年内，在中国法律允许的最大范围内，员工不得直接地或间接地设立、经营、参与任何与公司或任何关联公司直接或间接竞争的实体或个人，不得直接地或间接地为该等实体或个人工作、提供财务支持、担保或任何建议，亦不得直接地或间接地从事任何与公司或其任何关联公司业务相类似的活动（“不竞争义务”）。

- 3.2 In consideration of the Non-Competition Obligation of the Employee owed to the Company, upon the termination/nullification of the Employee's working relationship with the Company, the Company shall compensate the Employee at a total amount equal to 30% of the Employee's total annual income from the Company preceding the termination/nullification date of the Employee's working relationship with the

Company, to be paid by the Company to the Employee in twenty-four (24) equal installments on a monthly basis. For clarification, "income" herein means base salary, bonus, and other types of payment that are deemed as a part of the Employee's salary from the Company by the operation of the Chinese law, which the Company pays to the Employee in monetary form; and, "income" shall not include stock option or equity ownership that the Employee has obtained or will obtain from the Company (if any).

鉴于员工在工作关系结束后对公司负有不竞争义务，在员工与公司的工作关系终止或解除之时，公司总计应向员工支付相当于员工与公司的工作关系终止或解除前一年该员工从公司取得的年总收入30%的补偿金，平均分为24期由公司分别在工作关系结束后按月支付给员工。为避免疑问，此处的“收入”包括：基本工资，奖金，以及公司以金钱形式支付给员工的，在中国法下被视为公司支付给员工工资的一部分的任何其他款项；“收入”不包括员工从公司处取得的或将要取得的股票期权和股权（如有）。

In case that the then effective minimum statutory non-competition compensation (if any) differs from the above amount of compensation as of date of the working relationship ends, the Company and the Employee agree and confirm that the then effective minimum statutory non-competition compensation shall apply herein, subject to the terms of this Section 3.2.

受制于本第3.2条的规定，如果在员工与公司的工作关系终止之日届时有效的法定的最低不竞争补偿金（如有）与上述补偿金额不符，公司与员工同意并确认，应适用届时有效的法定的最低不竞争补偿金。

Notwithstanding the foregoing, the Employee hereby agrees that the Company shall be entitled not to make the above compensation, if the Company chooses, in its sole discretion, to waive the non-competition obligation upon the termination/nullification of the Employee's working relationship with the Company. For the purpose of clarification, notwithstanding the above provision of this paragraph, to the maximum extent permitted by the Chinese law, under no circumstances shall the Employee reveal any Confidential Information to any other company or individual unless otherwise permitted in this Agreement or approved by the Company in writing.

尽管有上述规定，如果在员工与公司的工作关系终止或解除后，公司自行选择免除员工的不竞争义务，员工兹此同意，公司有权不支付上述补偿金。为避免疑问，尽管有本段的上述规定，在中国法律允许的最大范围内，除非本协议允许或经公司书面批准，员工在任何情况下均不得向任何其他公司或个人披露保密信息。

- 3.3 In the event that the Employee breaches his/her Non-Competition Obligation, he/she shall pay the Company an amount equal to three (3) times the compensation the Employee has received from the Company in consideration for his/her assumption of the non-competition obligation.

如果乙方违反竞业禁止规定的，应当向甲方支付违约金，数额为甲方向其支付的竞业限制补偿费的3倍。

- 3.4 During his/her working relationship with the Company and within two (2) years after his/her working relationship with the Company ends, to the maximum extent permitted by Chinese law, the Employee shall not, directly or indirectly, induce any other employee of the Company or any Affiliate to nullify or terminate their employment with the Company or such Affiliate, or directly or indirectly hire any other employee of the Company or any Affiliate.

在为公司工作期间以及员工与公司的工作关系结束后两(2)年内，在中国法律允许的最大范围内，员工不得直接或间接地促使公司或任何关联公司的任何其他

员工解除或终止其与公司或该关联公司的劳动关系，亦不得直接或间接地雇佣公司或任何关联公司的任何其他员工。

- 3.5 During his/her working relationship with the Company and thereafter, the Employee shall not make any statement or disclose information which is derogatory of, or which might otherwise be detrimental to the reputation and interests of, the Company or any Affiliate or their respective directors, officers or employees. Further, the Employee shall do no harm to the legal rights and interest of the Company in any other way.
在为公司工作期间以及员工与公司的工作关系结束后，员工不得发表任何有损于或可能损害公司或任何关联公司或其各自董事、管理人员或员工的声誉和利益的言论，或披露此类信息。此外，员工不得以任何其他方式损害公司的合法权利和利益。

4. INTELLECTUAL PROPERTY RIGHTS 知识产权

- 4.1 The Employee hereby acknowledges that, to the furthest extent permitted by Chinese law, with respect to any and all intellectual property rights or other proprietary rights in or to any invention, utility models, designs, know-how, copyright, or other forms of intellectual property, which the Employee solely or jointly conceives or develops or reduces to practice, or causes to be conceived or developed or reduced to practice: (i) within the scope of the his/her working relationship with the Company; (ii) during the course of fulfilling the assignments given by the Company that is outside the scope of his/her working relationship with the Company; (iii) within one (1) year after his/her working relationship with the Company, and which, is related to his/her working relationship with the Company and/or the assignment given by the Company; or (iv) with the Company's materials and technology (such as, fund, equipment and parts, raw materials, know-how, confidential information, etc.) (collectively "IPR"), such IPR shall belong to the Company.

员工兹此确认：在中国法律允许的最大范围内，对于员工(i)在本职工作中；(ii)在履行公司分配的在本职工作之外的任务中；(iii)在与公司的工作关系终止或解除后一(1)年内（并且与其本职工作和/或公司分配的任务有关的）；或(iv)利用公司的物质技术条件（例如，公司的资金、设备和零部件、原材料、诀窍、保密信息等），自行、与他人共同、或促使他人构思、开发、或研制得出的任何发明、实用新型、设计、诀窍、著作权、或其他形式的知识产权，其中所包含的或与之有关的任何知识产权权利或其他财产权利（统称为“知识产权”）应归公司所有。

- 4.2 The Employee hereby agrees to assist in every proper way, at the Company's expense, the Company or its designee to secure the Company's rights in the IPR in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights, and in order to assign and convey to the Company, its successors, assignees, and nominees, the sole and exclusive rights, title and interest in and to the IPR.

员工兹此同意以所有适当的方式（由公司承担费用）协助公司或公司指派的人员或实体，为公司取得知识产权在任何及全部国家的各项权利。该等适当的方式包括：向公司披露全部的有关信息和数据，签署所有的申请书、规范说明书、以及公司认为在申请取得该等权利和向公司（或其继承人、受让人和指定者）转让知识产权的专属权利、权属和利益时所必需的文书。

The Employee further agrees that his/her obligation to execute or cause for the execution of, when it is in his/her power to do so, any such instrument or papers shall continue after the termination of the working relationship with the Company.

员工进一步同意：员工签署任何该等文书或文件的义务，或促使该等文书或文件被签署的义务（若员工有权这样做时），在其与公司的工作关系终止之后仍应继续存在。

5. REMEDIES FOR BREACH

违约责任

- 5.1 In the event that a Party breaches the representations, warranties, or covenants of the Party under this Agreement, or fails to perform its/his/her obligations under this Agreement, to the extent permitted by law, the non-breaching Party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

若一方违反其在本协议项下的任何声明、保证、或承诺，或未能履行其在本协议项下的任何义务，在法律允许的范围内，守约方有权请求禁止令和/或请求强制履行，以及寻求其他任何适当的救济（包括金钱赔偿，如适用）。

- 5.2 In particular, any breach by the Employee of his/her obligations under this Agreement during his/her working relationship with the Company shall constitute a fundamental breach hereof; and, the Company shall be entitled to immediately terminate the working relationship between the Employee and the Company.

特别地，在为公司工作期间，员工对其在本协议下的任何义务的违反均构成本协议项下的根本性违约；并且，公司有权立即解除公司与员工的工作关系。

6. GOVERNING LAW AND DISPUTE RESOLUTION

适用法律及争议解决

- 6.1 The formation of this Agreement, its validity, interpretation, execution and settlement of disputes shall be governed by the relevant laws and regulations of China.

本协议的成立、效力、解释、签署和争议解决，均应受中国法律法规管辖。

- 6.2 Where any dispute arises from, out of, or in connection with this Agreement, either Party may apply to the relevant local labor dispute arbitration committee for arbitration within sixty (60) days after the occurrence of the dispute. A Party may file a lawsuit with the relevant People's Court within fifteen (15) days after receiving the arbitral award if it is not satisfied with the arbitral award.

若因本合同引起或产生与本合同有关的任何争议，任何一方均可在争议发生后的六十（60）天内，向当地劳动争议仲裁委员会提起仲裁。一方在收到仲裁裁决书后的十五（15）天内，如对该仲裁裁决不服，可向有关的人民法院提起诉讼。

To the extent permitted by law, without going through the labor dispute arbitration procedures, a Party may directly file a lawsuit with or seek remedies from the People's Court after the occurrence of the dispute.

在法律允许的范围内，一方可不经劳动仲裁程序，在争议发生后直接向人民法院提起诉讼或寻求救济。

7. MISCELLANEOUS

其他

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- 7.1 This Agreement shall take effect as of the signature date hereof.
本协议自签署日期起生效。
- 7.2 This Agreement shall be written in both Chinese and English, in two (2) original copies. The two language versions shall be equally authentic and are consistent in all substantial respects.
本协议以中英文同时书写，一式两(2)份。本协议的中英文文本应具有同等效力，并在所有实质方面保持一致。
- 7.3 This Agreement (a) shall prevail over the Employment Contract in case of any inconsistency and shall survive the termination or nullification of the Employment Contract; (b) does not in any way restrict either Party's right to nullify the working relationship at any time, for any reason, or for no reason as permitted under applicable law and as stipulated in the Employment Contract; (c) shall inure to the benefit of successors and assigns of Company; and (d) is binding upon the heirs and agents of the Employee.
本协议(a)如与劳动合同不一致，则以本协议为准，并且在劳动合同终止或解除后继续有效；(b)不在任何方面限制任何一方、在适用法律允许的范围内和根据劳动合同的规定、在任何时间、出于任何理由解除或无因解除工作关系的权利；(c)对公司的承继者和受让人保持有效；且(d)对员工的继承人和代理人具有拘束力。
- 7.4 If an arbitrator or court holds any provision of this Agreement to be illegal, invalid or unenforceable, that provision shall be deemed amended to provide Company the maximum protection permitted by applicable law and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.
如果仲裁员和法院判定本协议的任何条款非法、无效或不可执行，该条款应被视为已被修订，以使公司获得适用法律允许范围内最大限度的保护；本协议其他条款的合法性、效力和可执行性不受影响。
- 7.5 Each Party hereby confirms that the Party has carefully and thoroughly reviewed this Agreement and fully understood each provision of this Agreement.
双方特此确认：其已认真地和完整地审阅本协议，并完全理解本协议各条款之规定。

[Signature Page Follows]

【签字页附后】

IN WITNESS THEREOF, the Parties have hereby duly executed this Agreement on _____, 2018.
鉴此，本合同双方特此于 2018 年 06 月 30 日正式签署本合同。

[INNFO Drive(Beijing)Technologies Co.,Ltd.]

Mr./Ms. Haotian CUI (Mr./Ms.)

Signature of Authorized Representative:
授权代表签名:

Signature of the Employee:
员工签名:

Bing WANG

Title: Legal Representative
职位: 法定代表人

Haotian CUI

Printed Name:
姓名: