

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7589035

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENTS
RESUBMIT DOCUMENT ID:	507431273
CONVEYING PARTY DATA	
Name	Execution Date
JAUH YUH-REN	03/15/2022
YANCHAO XU	03/15/2022
QINGHUA YU	03/15/2022
LONG WANG	03/15/2022
RECEIVING PARTY DATA	
Name:	SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.
Street Address:	SPREADTRUM CENTER BUILDING NO. 1, LANE 2288, ZUCHONGZHI ROAD, PILOT FREE TRADE ZONE
City:	SHANGHAI
State/Country:	CHINA
Postal Code:	20123
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16320943
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	154955.00101
NAME OF SUBMITTER:	MICHAEL C. GREENBAUM
SIGNATURE:	/Michael C. Greenbaum/
DATE SIGNED:	10/13/2022
Total Attachments: 171	

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Substitute Assignment Letter

Date 2022.3.15

Re: US Patent Application No. 16/320,943, entitled "WIRELESS ROAMING METHOD,
ACCESS POINT DEVICE, AND MOBILE STATION

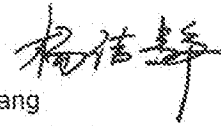
Confirmation of Jauh Yuh-Ren's employment.

To whom it may concern,

- 1) Jauh Yuh-Ren was employed by Spreadtrum Communications (Shanghai) Co., Ltd. between 7th March, 2017 and 30th June, 2020.
- 2) Under his terms of employment with Spreadtrum Communications (Shanghai) Co., Ltd., Jauh Yuh-Ren is obligated to assign the above US patent application to Spreadtrum Communications (Shanghai) Co., Ltd.
- 3) I confirm that the invention and patent application were conceived of and/or made during Jauh Yuh-Ren's employment with Spreadtrum Communications (Shanghai) Co., Ltd. and covered under Jauh Yuh-Ren's employment contract.

Yours faithfully

Signature:



Name: Jiejing Yang

Title: Head of Legal Department

Employment Contract of SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Party A: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Address: Spreadtrum Center Building No. 1, Lane 2288, Zuchongzhi Road, Pilot Free Trade Zone, Shanghai, China

Party B: Jauh Yuh-Ren

Passport number: 09370366

Home address: No.6, Shiyifen Road, Longtan District, Taoyuan, Taiwan

According to the "Labor Contract Law of the People's Republic of China" and other applicable laws and regulations, both parties A and B agree to conclude this labor agreement (hereinafter referred to as the "agreement") on the basis of equal negotiation.

I. Period of this agreement and probationary period

(I) Both parties agree to determine the period according to the following method [2], and it will take effect on the day when Party B works after both parties' signatures:

1. This agreement is a fixed-period labor contract with a period of [] years from [] year [] month [] day to [] year [] month [] day. When signing this agreement for the first time, both parties agree that first [] months are the probationary period, i.e., from [] year [] month [] day to [] year [] month [] day. Before the expiration of the fixed-period labor agreement, both parties can negotiate with each other in accordance with the law and sign a new labor agreement after both parties agree. If Party B does not reply to Party A in written form within [] days after Party A's requirements for entering into a new labor agreement under conditions equal to or higher than this agreement, it shall be deemed that Party B has no intention to enter into a new labor agreement. When this agreement expires, it will be terminated, and Party A does not need to pay Party B economic compensation.

2. This agreement is a labor agreement with no fixed period, starting from [2015] year [03] month [05] day. When signing this agreement for the first time, both parties agree that first

[3] months are the probationary period, that is, from [2015] year [03] month [05] day to [2015] year [06] month [04] day.

3. This agreement is a labor agreement with the completion of certain task as the period. From [] year [] month [] to the time when Party B completes the task agreed by both parties, and [] is the sign of completion of the task.

(II) If the actual working time of Party B is later than the start time agreed in this agreement, the start and end time of this agreement and the probationary period will also be postponed accordingly.

(III) Party B shall meet Party A's employment conditions during the probationary period, including but not limited to the physical condition that can meet work requirements, and corresponding work ability and performance. Party A will assess or evaluate whether Party B meets the employment conditions before the end of the probationary period.

II. Work content

(I) Party A hires Party B to work as a [Engineer Director] in its place of registration or business; Party B must obey instructions of Party A's management personnel and complete work requirements set by Party A.

(II) Party A may reasonably adjust work requirements of Party B or change Party B's work location due to the necessity of production and operation or based on Party B's work ability and performance. Party B shall comply with relevant arrangements of Party A.

(III) Without Party A's prior written consent, Party B shall not engage in or directly or indirectly assist any third party to engage in any commercial activity that is the same, similar and competitive with Party A's business during the period of this agreement, and shall not serve or work for any other economic organizations in any form.

III. Labor protection and working conditions

(I) Party A provides Party B with a safe and hygienic working environment that complies with Chinese laws and regulations, and ensures that Party B works in an environment with personal safety and no occupational hazards. If Party B's working environment involves occupational hazards or unsafe risks, Party A will take corresponding protective measures in accordance with the law, and train or educate Party B.

(II) Party A shall provide Party B with necessary working conditions and labor protection supplies in accordance with the actual situation of Party B's post and in accordance with Chinese laws and Party A's regulations. The specific situation will be explained by Party A to Party B when Party B enters or adjusts a new job post.

(III) Party A will arrange for Party B to conduct physical health checks regularly or when necessary according to the actual situation of Party B's post.

IV. Working hours

(I) In general, Party B implements a full-time working hour system of eight hours a day and forty hours a week. If Party A applies for the implementation of an irregular working hour system or a comprehensive calculation working hour system for Party B's job post based on business needs, after Party A obtains the approval of relevant authorities, Party B shall implement the changed working hour system.

(II) Party A can arrange for Party B to work overtime due to work conditions. Party B shall cooperate with Party A and follow corresponding approval procedures. Party B should also go through relevant application procedures in accordance with Party A's relevant regulations when working overtime on its own. Besides, Party A will pay Party B corresponding overtime wages or arrange time off according to applicable working hour system.

V. Labor compensation and benefits

(I) Party B's pre-tax wage during the probationary period when signing this agreement is [/] yuan, and the pre-tax wage after the probationary period expires is [/] yuan. Unless otherwise agreed by both parties, Party B's wage includes various legal or government-regulated subsidies, subsidies, allowances and other welfare income. If Party B's wage is adjusted during the period of this agreement, Party A may, except for changing this agreement, confirm the changes through notices, pay slips, etc.

(II) Party A may reasonably adjust Party B's wages at any time based on the average wage level of the market or industry, the company's operating conditions, Party B's post wage standards, and the results of Party B's performance evaluation, and decide whether to pay bonus to Party B according to the bonus policy formulated or adjusted from time to time.

(III) In general, the [30th or 31st] day of each month is Party A's wage payment day, but if that day falls on a legal holiday or a rest day, Party A can advance or postpone the

payment of wages to a similar working day. If Party A is unable to pay Party B's wages on the wage payment date due to reasons not related to Party A, Party A may reasonably extend the wage payment date.

(IV) Party A and Party B must participate in social insurance and pay various corresponding fees in accordance with Chinese law.

(V) Party A will withhold and pay its personal income tax and the social insurance and housing provident fund expenses that shall be borne by Party B personally from Party B's remuneration in accordance with Chinese law.

(VI) Party B is entitled to statutory holidays, rest days, paid annual leave, marriage leave, funeral leave, family planning leave and other paid holidays as stipulated by Chinese law.

VI. Formulation or modification of labor discipline and rules and regulations

(I) Party A will formulate or modify rules and regulations including employee manuals and operating procedures applicable to Party B in accordance with provisions of Chinese laws and regulations and in accordance with democratic procedures, and Party B shall strictly abide by them. If Party B violates or refuses to accept Party A's rules and regulations, Party B may be subject to corresponding disciplinary sanctions until the labor agreement is relieved.

(II) standards of business conduct which are formulated by Party A's group company or overseas headquarters and requires to be observed by Party A's employees and other global human resource policies applicable to Party A, which do not violate Chinese laws, regulations and administrative regulations, are components of Party A's rules and regulations, and Party B shall strictly abide by these standards and policies. If Party B has any objection to any of the provisions, Party B shall timely inform his/her supervisor or Party A's human resource department after receiving or understanding the relevant content.

(III) In general, Party A will timely send Party B the rules and regulations, including the employee handbook, or inform Party B of the relevant content after both parties sign this agreement. If Party B does not receive the above-mentioned documents or has unclear content, Party B should contact his/her supervisor immediately. If Party B has any opinions on the rules and regulations, or wants to know the specific situation of democratic procedures carried out by Party A when formulating or modifying the rules and regulations, Party B can submit opinions or requirements to his/her supervisor or Party A's human resource department.

VII. Training service period

(I) If Party A invests in employing Party B or provides professional training to Party B or provides special treatment to Party B, Party B shall assume service period obligations to Party A. Unless the two parties sign another special agreement, the service period shall not be less than six (6) months. If the service period is longer than the period agreed in this agreement, the period of this agreement will be postponed to the end of the service period. However, if Party A does not require Party B to continue to perform the obligations of the service period, Party A can release Party B's corresponding responsibilities by noticing Party B one month in advance, and this agreement shall terminate at this time. If Party B violates the service period obligations and relieves the labor agreement in advance, or if Party A immediately relieves the labor agreement due to violation of relevant provisions of the second paragraph of Article 9 of this agreement, Party B shall be liable for breach of agreement. Unless otherwise agreed by both parties, Party B shall compensate the actual loss of Party A.

VIII. Modification of this agreement

This agreement can be changed or relieved if both parties reach an agreement through consultation.

IX. Relief of labor agreement

(I) During the probationary period, Party B may notify Party A to relieve this agreement three (3) days in advance, or after the probationary period, notify Party A in written form to relieve this agreement one (1) month in advance, unless otherwise agreed by both parties in this agreement or other agreements.

(II) If Party B has one of the following circumstances, Party A can relieve this agreement immediately without paying Party B economic compensation:

1. During the probationary period, it is proved that Party B does not meet the employment conditions after examination;
2. Serious violation of labor discipline, this agreement or Party A's rules and regulations;
3. Serious dereliction of duty, malpractice for personal gain, causing major damage to Party A's interests;
4. Establishing labor relations with other employers or working for other employers without Party A's consent;

5. Using fraud, coercion or taking advantage of Party A's difficulties to cause Party A to conclude or modify this agreement against the true intentions;
6. Party B have been re-educated through labor or have been investigated for criminal responsibility according to laws;
7. Other circumstances stipulated by laws and regulations.

(III) Except as otherwise provided by laws, Party A can relieve this agreement under any of the following circumstances, but must notify Party B in written form thirty (30) days in advance or pay one month's wage instead of advance notice:

1. Party B is ill or is injured not due to work, and after the medical treatment period expires, Party B cannot perform the original job, and cannot perform the work arranged by Party A;
2. Party B is not competent for the job, and after training or adjustment of job post, Party B is still not competent for the job;
3. Objective conditions on which this agreement was concluded have a major change, which makes this agreement impossible to perform, and the two parties cannot reach an agreement on changing this agreement after negotiation;
4. Party A lays off employees in accordance with legal procedures;
5. In the event of objective conditions such as merger or division of Party A, Party B refuses to change this agreement, which makes it impossible to continue to perform this agreement;
6. Party A adjusts Party B's job post or provides training to Party B as Party B is not competent for the job, but Party B refuses to accept it.

(IV) If Party A has any of the following circumstances, Party B can relieve this agreement at any time:

1. Failure to pay social insurance premiums for Party B in accordance with laws;
2. Forcing Party B to work by means of violence, threats or illegal restrictions on personal freedom;
3. Failure to pay wages and remunerations in full and on time or provide labor protection or necessary working conditions as stipulated in this agreement;
4. The content of the rules and regulations violates the provisions of laws and regulations, and damages the rights and interests of Party B;
5. Using fraud, coercion or taking advantage of Party B's danger to make Party B conclude or change this agreement against the true intentions;
6. This agreement is totally invalid due to agreement to exempt Party A from legal liability and exclude Party B's rights;

7. Other circumstances stipulated by laws and regulations.

(V) If Party B has one of the following circumstances, Party A shall not relieve this agreement in accordance with the third paragraph of Article 9:

1. Engaging in occupational-disease-hazard operations, failing to conduct pre-departure occupational health examinations, or being diagnosed in the occupational disease prevention and control department due to suspected occupational diseases or in medical observation;

2. Those who suffer from occupational diseases or are injured at work and are confirmed to have lost or partly lost the ability to work;

3. Due to illness or non-work-related injuries, within the prescribed medical treatment period;

4. Female employees during pregnancy, childbirth or breastfeeding;

5. Working in Party A for 15 consecutive years and less than five years from the legal retirement age;

6. Other circumstances stipulated by laws and regulations.

X. Termination of this agreement

(I) This agreement can be terminated in any of the following circumstances:

1. When this agreement expires, both parties or one party no longer renew the labor agreement;

2. Party A goes bankrupt, dissolves, has its business license revoked, is ordered to close or revoke, or expires;

3. Party B reaches the legal retirement age or starts to enjoy basic pension insurance benefits according to laws;

4. Party B dies, or is declared dead or missing by the people's court;

5. Other circumstances stipulated by laws and regulations.

(II) After the termination or cancellation of this agreement, Party B shall return all properties, documents and letters belonging to Party A within the time specified by Party A, and complete handover procedures.

(III) In any of the following circumstances, Party A shall provide Party B with economic compensation in accordance with applicable Chinese laws and regulations:

1. Party A proposes to Party B in accordance with Article 8 and agrees with Party B to terminate this agreement;
2. Party A terminates this agreement in accordance with the third paragraph of Article 9;
3. Other circumstances stipulated by laws and administrative regulations.

XI. Proprietary information and restrictions on competition

(I) Proprietary information

1. Party B agrees to strictly keep confidential for any proprietary information of Party A obtained or created by Party B during and after Party B's employment with Party A, not disclose such proprietary information to any person, business or company, and not use or assist in using any proprietary information for any purpose. Party B further agrees that Party B will not delete, copy or extract such proprietary information unless Party A makes explicit requirements to enable Party B to perform Party B's duties. Such proprietary information is known to or may be known to Party B due to Party B's employment with Party A, including but not limited to Party A's disclosure to Party B, or acquirement from Party A or other means due to Party B's current work.
2. Party B knows that the "proprietary information" includes any proprietary information, technical data, trade secrets, or technical know-how, including but not limited to research, product plans, products, services, suppliers, customer lists, prices and costs, markets, software, development, inventions, processes, formulas, technologies, designs, drawings, engineering, hardware configuration, information, marketing, licensing, finance, budget, personal information (including the personal capabilities of Party B) or other business information disclosed by Party A to Party B, which are owned by Party A, or owned by Party A's affiliates, or owned by Party A and its affiliates' customers, are not known to the public, are capable of bring benefits to Party A or its affiliates or its affiliates' customers, are related to production or business operations, and are kept secret by Party A through this agreement or other means. The disclosure can be made by Party B directly or indirectly in written form or verbally during Party B's employment, regardless of whether it is during working hours.
3. Party B knows that "proprietary information" also includes, but is not limited to, information on various aspects of Party A's business, either information not known to Party A's actual or potential competitors, or Party A or its customers or its supplier's proprietary information, regardless of whether the information is technical or not.
4. Party B acknowledges that Party A has absolute ownership or right to use proprietary information, and Party B shall not raise any objection or claim any rights to Party A's ownership or use right, and that Party B shall not, except for work needs and obtaining

written consent from Party A, request or claim any owner's rights on such proprietary information anywhere in the world in the name of itself or other individuals, businesses or companies.

5. Party B declares that as an employee of Party A, Party B has not and will not violate any agreement regarding confidentiality of proprietary information, knowledge or data obtained by Party B under confidentiality or on trust before or after being employed by Party A. Party B will not disclose to Party A or its employees, or use or otherwise infringe any invention or confidential or proprietary information belonging to the original employer or any other parties for the benefit of Party A. If Party B violates the above regulations, Party B shall bear all the consequences, and it has nothing to do with Party A.

6. Party B confirms that Party A has and will receive their confidential or proprietary information from a third party. Party B agrees to strictly keep these confidential or proprietary information confidential, not to disclose to any person, business or company, not to use or otherwise infringe on this information (but except for those necessary when Party B works for Party A in compliance with the provisions of the agreement signed between Party A and such third party).

7. Party B declares that Party B's performance of all the terms of this agreement does not violate the agreement for confidentiality of proprietary information obtained by Party B under confidentiality or on trust before being employed by Party A. Party B has not signed, and agrees not to sign any oral or written agreement that conflicts with any clause of this agreement.

8. Party B agrees that the consideration for fulfilling the aforementioned confidentiality obligations is included in the wage. At the same time, Party B agrees and promises that Party B will immediately return to Party A or Party A's designated person proprietary information and all other files, documents, tapes, computer disks and correspondence that are made, belong to, or are retained or controlled by Party B during the employment, when Party B relieves or terminates the labor relationship with Party A for whatever reason or when Party A makes a corresponding request. Party B has no right and shall not keep copies of such proprietary information and files. The property rights and copyrights of these items belong to Party A.

(II) Competition restriction

1. Party B guarantees that during its employment by Party A or (for any reason) within 24 months after terminating its employment with Party A, Party B will not in any direct or indirect way:

(a) lobby or try to induce, recruit and employ the following persons or entities to leave Party A to compete with Party A or any of its group companies or reduce business dealings with Party A:

(i) persons, firms, companies or other organizations that are clients of Party A or any of its group companies or have habitual transactions with Party A or any of its group companies within 24 months prior to the aforementioned termination date, and has contact with or learned of or known to Party B during Party B's employment of Party A; or

(ii) Party A's employees, directors, consultants or consultants;

(b) Employ or hire employees, consultants, consultants of Party A or any of its group companies, or persons who have a service agreement with Party A or any of its group companies, or use services provided by Party A or any of its group companies.

2. Unless agreed in written form by Party A, for whatever reasons, Party B will not be self-employed during the period of employment and within two years after resignation, will not be employed in any direct or indirect ways by companies, individuals, firms or organizations having similar products or with similar business scopes with Party A, and will not be engaged in businesses that have a competitive relationship with Party A.

3. Party B agrees that Party A has the right to decide and notify Party B in written form before, when or after terminating or relieving the labor relationship, based on the actual situation at that time, that Party B does not need to perform the competition restriction obligation, otherwise, Party B will perform the obligation. In this case, Party A shall pay Party B a monthly compensation for the restriction of competition within the non-competition period. The total amount of the compensation shall be equivalent to Party B's wage for the seven months before the departure. Party B agrees that the compensation fee has constituted a reasonable compensation for Party B's performance of the competition restriction obligation.

4. If Party A informs Party B in advance that it is not required to perform the competition restriction obligation, and Party B has begun to perform the obligation, Party A will pay Party B a compensation fee equivalent to the part of the obligation that has been performed, and bear only the compensation fee limited responsibility. However, if the competition restriction compensation fee paid by Party A to Party B in advance is higher than the actual fee due to Party B, Party B shall return the higher part timely.

5. Party B agrees that he/she is obligated to provide Party A with information on employment status or the status of fulfilling the competition restriction obligations in a timely manner, and shall assist Party A in understanding such information. Party A is obliged to keep this information confidential.

XII. INVENTION

(I) Inventions that can be retained and licensed

1. In case that Party B has created, prior to its employment with Party A, invention(s), original work(s) with Party B as original author, development(s), improvement(s) and trade secret(s) (hereinafter referred to as "previous inventions"), that belong to Party B, are related to Party A's business, product or research and development and are not assigned to Party A, Party B shall describe such previous inventions in a list attached to the present agreement; if there is no such list to be attached thereto, Party B declares that there are no such previous inventions; if Party B incorporates any previous invention into any product, process or machine of Party A, then Party B hereby grants and will grant Party A non-exclusive, royalty free, irrevocable, permanent and worldwide license rights (and the sub-license right), and grants Party A the right to create, modify, use, sell and distribute the previous inventions that are part of or related to products, processes or machines.

(II) Invention assignment

1. In developing any invention, original work with Party B as original author, development, concept, improvement or trade secret, Party B agrees to make full disclosure to Party A in written form promptly whether or not the invention is patentable or registrable under the provisions of copyright law or similar laws.

2. Party B assigns to Party A all rights, ownership and interests he enjoys in worldwide in all inventions, original works with Party B as original author, developments, concepts, improvements or trade secrets conceived or developed or put into practice by Party B alone or jointly with others during his employment with or as a consultant to Party A (referred to as "invention" in the present agreement) whether or not the invention is patentable or registrable under the provisions of copyright law or similar laws.

3. Party B further confirms that, inventions created by Party B alone or jointly with others in connection with Party A's business, production or research during his employment with or as a consultant to Party A using the working conditions provided by Party A, and inventions developed by Party B within one year after leaving Party A in connection with Party B' original work (to the maximum extent permitted by applicable laws) are all "service inventions". Except for the right to receive an appropriate form of reward from Party A for the above service inventions, at no time should Party B claim or make any claim for such service invention.

4. In addition to the work assigned, Party B knows that the requirement to assign inventions to Party A does not apply to inventions developed by Party B in its own time without using Party A's equipment, materials, facilities or trade secret information, except for the following inventions: (1) during the formation or putting into practice of the invention, inventions being related to Party A's business or related to research or development that is actually carrying out by Party A or is predictable as indicated by Party A; (2) inventions resulting from Party B's work for Party A. In this regard, Party B shall promptly notify Party A in written form.

(III) Record keeping

1. Party B agrees to keep existing written records of all inventions created (alone or jointly with others) during its work for Party A. Notes, sketches, pictures, and other forms may be taken for the records. The records will be available for inspection by Party A at any time and shall be completely considered as the property of Party A. Party B agrees not to remove the records from Party A's business premises.

(IV) Patent right and copyright

1. Party B agrees to assist Party A in an appropriate manner to ensure that Party A has the right to the previous invention and any copyright, patent, trademark, spiritual right or other intellectual property right related thereto in any country. Party B agrees to assist Party A in disclosing all relevant information and materials to Party A in a timely manner, and sign all applications, specifications, oaths and all other documents required by Party A so that Party A can apply for or obtain the above intellectual property rights. Party B agrees and will assist in the transfer and assignment of the sole exclusive right, ownership and interest in the invention and any copyright, patent or other intellectual property rights related thereto to Party A. Party B further agrees that its obligation to sign any documents will continue to be valid after its departure from Party A.

2. If, for any reason, Party A fails to obtain the signature of Party B to apply for or continue to apply for any patent or copyright registration assigned to Party A, Party B hereby irrevocably designates and appoints Party A and its officially authorized personnel as Party B's agents and trustees, to act for or on behalf of Party B, to sign and submit applications, and to take all other actions permitted by law to further apply for, submit, maintain and issue a patent or copyright registration with the same legal effect as one signed by Party B. Party B hereby waives its current or subsequent right to lodge a claim against Party A of any nature for any infringement of all exclusive rights assigned to Party A.

(V) Notification to other parties

1. If Party B no longer works for Party A, Party B hereby agrees that Party A shall notify its new employer of its rights and obligations hereunder.

XIII. Compensation for breach of agreement

(I) Party B acknowledges that his/her compliance with the commitments and obligations under Articles 11 and 12 of this agreement are express conditions for Party A to agree to establish a labor relationship with him/her. Party B agrees that when Party A can prove that Party B has violated the above obligations, Party A has the right to immediately

terminate the labor relationship with Party B. At the same time, Party B shall immediately stop the breach of agreement and shall pay Party A a total of seven months of liquidated damages. If Party A can prove that the actual losses suffered due to Party B's breach of agreement exceed the liquidated damages, Party B shall also compensate Party A for the difference between the liquidated damages and the actual losses.

XIV. Labor disputes

(I) When a labor dispute occurs between Party A and Party B, they shall strive to resolve it through negotiation; if the negotiation fails, they may apply to the Labor Dispute Mediation Committee for mediation. However, both parties or either party may directly apply for arbitration to the Labor Dispute Arbitration Committee where Party A is located within the prescribed time limit after the labor dispute occurs. After the arbitration award, the party that does not obey the arbitration award may file a lawsuit in the people's court where Party A is located within 15 days from the date of receipt of the arbitration award.

XV. Supplementary Provisions

(I) Party B confirms that the address filled in in this agreement is a valid mailing address, and any documents sent to that address will be deemed to have been delivered from the date of issuance. Party B shall timely notify Party A in written form when changing his/her mailing address, and Party B shall bear all the delays and related legal liabilities caused thereby.

(II) Party B promises and guarantees that he/she has not violated the obligations stipulated in the agreement with the original employer, and that his/her acceptance of Party A's employment will not violate the confidentiality agreement and other relevant agreements that have been signed with the original employer, and will not make Party A bear to any third party any legal liabilities arising from the employment of Party B.

(III) Party B shall spend all of his/her time, energy and skills in performing his duties under this agreement during his/her work, be loyal and diligent to Party A, and do his/her best to serve Party A.

(IV) Party B promises that the basic status and information directly related to this agreement provided to Party A during the recruitment process are true and effective. If there is any change in such information, Party B shall notify Party A in a timely manner. If Party B fails to notify timely or provides false information, Party B shall bear the legal responsibility arising therefrom.

(V) If the terms of employment provided by Party A in the offer of employment are inconsistent with this agreement, this agreement shall prevail. If not stipulated in this agreement, the relevant content in the offer of employment shall be used as a supplement to this offer of employment.

(VI) For matters not covered, both parties can sign a supplementary agreement. If any clause of this agreement is inconsistent with national laws and regulations, the national laws and regulations shall prevail.

(VII) This agreement is in duplicate, each party holding one copy, and both parties having the same legal effect.

Party A: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Signature:

Date: 2020.2.28

Party B: Jauh Yuh-Ren

Signature:

Date: 2020.2.28



劳 动 合 同 书

甲方：展讯通信（上海）有限公司

乙方：赵育仁

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展讯通信(上海)有限公司

劳动合同

本劳动合同(“合同”)由展讯通信(上海)有限公司(地址:中国(上海)自由贸易实验区祖冲之路2288弄展讯中心1号楼),一家依中华人民共和国(“中国”)法律组建存续的企业(“甲方”),和赵育仁(出生年月:1988/03/16,住所地:上海市浦东新区十一路1087号66护照号码:67370366,以下简称“乙方”),根据)中华人民共和国有关外国人就业的相关法律、法规等规定,双方在平等自愿协商的基础上,于2017年3月7日签订。

第一条 合同期限、试用期限

- 1.1 本合同期限(包括下述试用期)为叁年,除非根据本合同约定的终止或解除条款或国家及地方法律法规的相关规定本合同提前解除或终止,本合同的有效期限自2017年3月7日起至2020年3月6日止,其中前陆个月为试用期,自2017年3月7日起至2017年9月6日止。乙方应具有完全行为能力,身体健康,诚信守法,有与其学历、资历或经历基本相符的工作技能,并符合甲方在录用时公布的录用条件。
- 1.2 在试用期内,根据有关法律法规规定,甲、乙双方均有权依法以书面形式通知对方解除本合同。乙方在试用期内如被证明不符合录用条件,甲方随时可以解除本合同。
- 1.3 在本合同签订时,乙方应秉持诚信原则向甲方提供其必要的、真实的、有效的个人资料和信息,包括但不限于乙方真实完整的身份、学历、家庭以及工作经历等证明,乙方对其资料和信息真实性负责。
- 1.4 乙方须在入职前配合办理在中国合法就业、居留所需各类证件。
乙方有义务协助甲方办理合法的用工手续及相关事宜,并及时将签署后的劳动合同与包括但不限于本1.4条所列资料交给甲方。如因乙方原因使甲方无法办理合法的用工手续及相关事宜的,由乙方承担一切后果。
自用工之日起一个月内,经甲方书面通知后,乙方仍不与甲方订立书面劳动合同

的，甲方可以依法与乙方终止劳动关系。

第二条 工作岗位、工作职责

- 2.1 乙方同意被甲方安排到 SE 部门的 软件总监 岗位从事工作。聘用时工作地点为 上海，甲方根据经营和工作需要可在甲方所在城市的范围内变更乙方的工作地点，乙方应遵从甲方的合理调整 and 安排。甲方可以安排乙方从事出差、异地派驻或轮岗工作，乙方应遵从甲方的合理调整 and 安排。
- 2.2 乙方在此同意甲方有权根据已制订并随时修订的考核方案和程序对乙方进行业绩评估，并可根据乙方的工作能力、健康状况、工作表现和甲方的业务需要调整乙方的工作岗位和职责范围，乙方应服从甲方的安排。
- 2.3 乙方应按照甲方的要求，按时完成分配的工作，达到规定的质量标准。乙方应尽最大努力按照其上级主管的指示完成本职工作，应与其主管及同事配合工作，遵守本合同的条款及甲方制订并随时修订的包括《员工手册》在内的适用于外国人就业的甲方规章制度的内容。乙方不应从事任何违反中国法律或损害甲方及其关联公司利益的活动；乙方不应利用在甲方的工作岗位及工作便利和职权直接或间接地为自己谋取私利。乙方未得到甲方事先书面同意，不得直接或间接地参与或帮助任何第三方从事与甲方及其关联公司业务相同、相似且有竞争关系的任何商业活动，也不得以任何形式受雇于甲方及其关联公司以外的其它经济组织。

第三条 工作时间和休息休假

- 3.1 工作时间
甲方实施相关法律法规规定的[标准/不定时]工作制。乙方的实际工作时间经甲方根据相关的法律法规及岗位的实际工作需要确定为以下[3.1.2]工时制度（乙方只适用下述一种工时制度）：
- 3.1.1 标准工时制：乙方正常工作时间每周自星期一至星期五，每天工作八小

时，每周工作四十小时（不包括上下班在途时间、用餐和休息时间）。

- 3.1.2 不定时工作制：根据乙方的工作性质和工作特点，甲方已经取得有关劳动保障部门的批准，乙方将按照不定时工作制工作，在该不定时工作制下，乙方在工作日及双休日的加班工作将不受支付加班工资规定的约束。
- 3.2 如乙方所在工作岗位经甲方向有关劳动行政部门申请变更为不定时工作制的，则乙方同意，前述 3.1 条的工作时间制度做相应变更，依照甲方所获得的相关行政审批文件执行。
- 3.3 工作时间调整
在法律允许的范围之内，经与乙方协商后，甲方可依据需要更改乙方的工作日程，包括调整乙方工时制度或变更工作日的起始和结束时间。根据工作要求以及相关中国法律法规的规定，甲方亦可以合理的延长乙方的工作时间或要求乙方在双休日及节假日加班。乙方加班应获得甲方授权主管的书面批准，否则不视为加班。
- 3.4 休息休假
乙方享有中国政府规定的法定节假日和双休日，并适用国家法律法规规定的其它假期。上述假期的规定参见甲方相关规章制度。

第四条 生产、工作条件和劳动保护

- 4.1 甲方为乙方提供符合中国政府规定的安全卫生工作环境。
- 4.2 甲方根据生产经营需要，按照中国政府 and 甲方的规定，向乙方提供岗位必需的职业道德、职业技能、安全培训及劳动防护设施。
- 4.3 乙方应当严格遵守甲方的各项安全规定及操作规程，正确使用甲方提供的各种工作设备和劳动保护设施。

第五条 劳动报酬

- 5.1 甲方对乙方实行按岗按职级定薪制度，乙方的工资不低于当地政府规定的最低工资标准。乙方的具体薪资详见附件一。甲方依据对乙方绩效评估，结合乙方实际的工作表现、岗位职级的变动等其它甲方认为的必要因素，有权依法对乙方的薪资作相应的调整。
- 5.2 除非法律或甲方另有规定，乙方的工资已经包含了甲方依法应予以支付的各项补贴、津贴或其他费用。甲方将在每月 20 日支付乙方上个月的工资（如因特殊原因最多不晚于每月二十五日支付并将事先告知乙方），支付方式为法律许可的支付方式。若乙方于发薪日前 5 个工作日内入职或于发薪日以后入职，乙方在此确认并同意甲方将乙方的当月薪资与次月薪资合并于次月发薪日一并发放。
- 5.3 甲方依法代扣代缴法律规定的个人所得税和其他费用。甲乙双方同意，根据法院判决、仲裁裁决或者其他规章制度中列明要求乙方向甲方支付的费用，甲方可以从应向乙方支付的工资报酬中予以扣除。
- 5.4 甲方将根据经营业绩及盈利状况以及乙方在考核期内完成岗位目标任务过程中工作成效、工作表现及工作时间等其他甲方认为的必要因素自主决定向乙方发放奖金的数量。具体发放办法将根据甲方另行制定及不时修订的奖金发放方案执行。
- 5.5 合同期内，甲方有权依据相关法律法规规定及甲方经营效益、乙方工作表现、岗位变化等情况调整乙方劳动报酬。

第六条 福利待遇

- 6.1 甲方直接提供给乙方的福利待遇，应遵守国家的法律法规规定、《员工手册》以及其他甲方的政策，除此之外甲方没有义务支付乙方任何其他费用。
- 6.2 乙方在甲方工作期间生病或非因工负伤时应享有医疗期。乙方的医疗期适用甲方按国家及地方有关规定而制定的规章制度。
- 6.3 如果乙方因特殊需要请假，需经甲方根据甲方的现行有效的规章制度批准。未经

批准擅自脱岗将视为旷工。

第七条 劳动纪律及奖惩

- 7.1 甲方可根据中国法律法规的规定制订或不时修订适用于乙方的包括《员工手册》、政策、工作守则及措施在内的甲方规章制度，乙方应予以严格遵守。
- 7.2 乙方应当在工作中严格遵守甲方的规章制度，自觉履行甲方各项制度中的要求，严格遵守工作场所安全卫生规章、工作程序和操作规范；不损害甲方的财产，遵守职业道德；严格按照甲方的规范参加甲方组织的培训，提高思想觉悟和职业技能，甲方公布的规章制度构成本合同的组成部分，与本合同具有同等效力。
- 7.3 如果乙方违反甲方规章制度，甲方有权按照该等规章制度的规定对乙方予以处罚，包括口头警告、书面警告、解除本合同等。如果因乙方前述违纪、违规行为给甲方带来经济损失的，乙方有义务赔偿甲方相应损失。

第八条 本合同的解除

- 8.1 订立本合同依据的法律、法规、规章发生变化时，本合同的相关规定应相应变更。
- 8.2 任何一方提前_____天以书面形式通知另一方即可解除本合同。
- 8.3 除 8.2 条款外，乙方具有下列情形之一的，甲方可以立即解除本合同：
- (1) 在试用期内如乙方被证明不符合录用条件的；
 - (2) 严重违反本合同、《员工手册》（包括但不限于《员工手册》第 9.2.4 条的规定）及甲方规章制度或劳动纪律的规定；
 - (3) 乙方严重失职、营私舞弊，对甲方利益造成壹万元人民币及以上损失或严重损害甲方的；
 - (4) 未经甲方书面同意，乙方同时为其他用人单位工作的；
 - (5) 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

订立或变更本合同的；
(6) 乙方被依法追究刑事责任的。

8.4 经甲乙双方协商一致，可以修订或解除本合同。

8.5 乙方因个人原因要辞去工作的，应提前两个月以书面形式通知甲方。如乙方未按照前述规定提前通知，则应向甲方支付两个月的工资作为补偿。

8.6 关于乙方辞职的特别约定

本第 8.6 条的规定对乙方(以打勾表示选择的内容，如选择适用将作为本合同的组成部分)

适用 ☐

不适用 ☐

鉴于乙方的工作岗位是涉密岗位(包括但不限于参与研发或涉密项目)，甲乙双方特别约定，乙方在试用期满后提出解除本合同的应提前_____日以书面形式通知甲方，在此期间甲方可安排乙方转岗。

第九条 合同终止

9.1 发生下述任何一种情况时，本合同自动终止：

- (1) 本合同期满；
- (2) 乙方达到法定退休年龄；
- (3) 乙方死亡、或被人民法院宣告死亡或宣告失踪的；
- (4) 甲方被依法宣告破产的；
- (5) 甲方被依法撤销、歇业、责令关闭、宣告破产解散的；
- (6) 法律、行政法规规定的其他情形；

9.2 除上述第 9.1 条的规定外，本合同依第八条的规定被解除后终止。

第十条 本合同终止及解除后的交接

- 10.1 乙方应在本合同终止或解除之日，向甲方移交或归还所有由其使用或保存的属于甲方的财产，包括但不限于：
- (1) 甲方依本合同为乙方提供的与雇用有关的所有工作服装、工具、设备、钥匙、门卡以及交通工具；
 - (2) 乙方负责保管、使用或在其控制范围内的所有有关甲方的文件、记录、档案、资料和数据的原件及其复印件；
 - (3) 甲方提供的电脑、磁盘、光碟和其他办公用具；
 - (4) 乙方向甲方暂支、暂借尚未归还的任何款项；
 - (5) 如甲方在本合同有效期内根据甲乙双方之间的协议向乙方提供居住房屋，乙方应在本合同终止或解除之日起的7天内向甲方交还房屋及房屋内设施。
- 10.2 乙方应在本合同终止或解除之时向甲方指定的甲方其他员工移交工作，包括但不限于：乙方之前负责的业务和工作以及进展情况；乙方联系的客户、供应商名单和联系方式等。
- 10.3 乙方不应保存前述10.1条及10.2条规定的所有文件的原件或复印件。交接程序完成之前，未将甲方允许，乙方不得擅自离职。若乙方违反上述移交约定而给甲方造成任何损失或损害，则乙方须对由此造成的甲方损失承担赔偿责任。
- 10.4 在本合同终止或解除后，甲方根据本合同的规定应当向乙方支付的经济补偿在乙方完成上述10.1、10.2、10.3条的移交时支付。

第十一条 保密条款

- 11.1 乙方在本合同存续期间以及与甲方终止或解除本合同后，均应保守甲方的商业秘密。

本合同所指的商业秘密是指所有不为公众所知、所有与甲方或甲方的任何关联企业相关的业务、资产、客户、财务或其它任何事宜的信息，甲方的商业秘密包括但不限于下列各项：

- (1) 甲方的研发信息：产品规划、服务、技术、设计、图纸（含草图）、工程

2/1
5/1
3/1

-
- 管理、硬件配置信息;
- (2) 甲方的培训内容、培训资料和研发文件;
 - (3) 甲方的财务计划、规定、报表、数据或报告;
 - (4) 甲方的客户名单、经营策略、销售资料、数据或报告;
 - (5) 甲方的管理要求、劳动纪律和规章制度、工资、股票期权、奖金标准以及有关资料、数据或报告;
 - (6) 已注明“保密”或“机密”字样的所有甲方信息。
- 11.2 乙方认识到保守甲方的商业秘密是乙方的法定义务。乙方违反本条款时,甲方有权立即解除本合同并追究乙方的违约责任。
- 11.3 乙方确认并保证,为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主、用人单位或任何公司、个人的关于保密义务的约定和协议。
- 11.4 乙方同意,对其获披露的甲方或甲方的任何关联企业、客户、供应商及其它合作伙伴的商业秘密仅可将之用于某些甲方限定的目的,未经甲方书面同意或授权,乙方不得以任何方式将其直接或间接地向任何第三方透露、泄漏。同时乙方也有义务防止商业秘密被透露、泄密、遗失及不当使用。
- 11.5 本合同终止或解除时,乙方应将其保管的所有的甲方的文件和资料按本合同第十条的规定归还甲方。
- 11.6 乙方违反本合同有关保密规定,视为乙方严重违反甲方规章制度,甲方有权解除本合同而无须给予乙方任何经济补偿,同时因乙方违反保密规定造成甲方损失的,甲方有权要求乙方承担赔偿责任。
- 11.7 在本合同终止或解除后,本条款的规定仍然有效。

第十二条 竞业限制

根据乙方的工作性质及岗位职责,本合同第 12.3、12.4 条竞业限制的规定对乙方(以打勾表示选择的内容,如选择适用将作为本合同的组成部分):

适用 ☒

不适用 ☐。

- 12.1 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主或任何公司、个人的关于不竞争义务的约定和协议。若发生任何违反本条款的行为，乙方有义务承担由此造成的任何损失，甲方不承担任何责任。
- 12.2 本合同有效期内，未经甲方书面许可，乙方不得在任何其他组织任职或兼职。
- 12.3 鉴于乙方的工作性质，甲方有权要求乙方在与甲方终止或解除本合同之日起的[贰拾肆个]月之内（下称“竞业限制期间”），不得到全球范围内与甲方生产同类产品或经营同类业务或具有竞争关系的其他用人单位任职，也不得自己生产与甲方有竞争关系的同类产品或经营同类业务。乙方同意其离职后是否需要履行竞业限制义务以甲方书面通知为准。如果甲方书面要求乙方离职后履行竞业限制义务的，则竞业限制期内甲方将按月向乙方支付竞业限制补偿金，每月补偿金数额相当于乙方工资（按终止或解除本合同前12个月乙方月平均工资计）的30%（如当地政府的法规、规章有不同规定的，按当地政府的规定执行）。
- 12.4 在乙方离职前和离职时，甲方有权随时解除乙方竞业限制的义务。
- 12.5 甲乙双方知悉并同意若双方签署《竞业限制协议》，则《竞业限制协议》为本合同不可缺少的附件，若本合同条款与《竞业限制协议》条款约定相冲突，则以《竞业限制协议》条款之约定为准。

第十三条 知识产权、公司财产

- 13.1 本合同期限内，乙方因执行本单位的任务或者利用甲方或甲方关联公司的物质技术条件、商业秘密以及经营上的便利等所取得的专利权（包括专利申请权）、商标权、著作权、技术思想、技术方案、研究成果等知识产权及与此相关的成果及乙方在离开甲方后一年内开发的与原工作任务有关的发明和创造等知识产权（以下简称“职务成果”）均属于甲方所有，另有约定除外，乙方对该等职务成果在什么时候不得主张或提出任何请求或权利要求，包括但不限于提出任何经济补偿、费用支付的要求。甲方有权充分利用该等职务成果，包括但不限于用于生产、经营或者向第三方转让或许可。乙方应当按照甲方要求，采取一切必要措施，以协

13.1. 乙方在离开甲方后一年内开发的与原工作任务有关的发明和创造等知识产权（以下简称“职务成果”）均属于甲方所有，另有约定除外，乙方对该等职务成果在什么时候不得主张或提出任何请求或权利要求，包括但不限于提出任何经济补偿、费用支付的要求。甲方有权充分利用该等职务成果，包括但不限于用于生产、经营或者向第三方转让或许可。乙方应当按照甲方要求，采取一切必要措施，以协

助甲方取得和行使该等职务成果而产生的知识产权。

- 13.2 如在乙方受雇于甲方之前,存在任何由乙方作出的与甲方的业务、产品或研发有关的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密(合称“受雇前发明”)的,乙方应在本合同签订之时书面通知甲方。否则,如果没有前述有关受雇前发明的书面通知,乙方确认即视为不存在该等受雇前发明。乙方同意将不会把任何受雇前发明融入甲方的产品、程序或机械。

在本合同有效期内,如果乙方符合上述拥有受雇前发明的规定并且将任何自身拥有的或享有权益的受雇前发明融入甲方的产品、程序或机械中,乙方确认拥有所有必要的权利、权限和授权,以按照当前使用的方式使用该等受雇前发明,并且该等使用将不会侵犯任一公司、组织或个人的任何权利。而且在该等情况下,乙方特此授予甲方及甲方关联公司的每一成员,且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可,他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售或以其他方式利用该等受雇前发明。如果因甲方及甲方关联公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为,而使甲方及甲方关联公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用,包括因解决争议而发生的合理的律师费及开支,乙方同意赔偿甲方及甲方关联公司,使其免受损害。

- 13.3 乙方进一步确认与其工作有关或利用甲方的设施创造的、收到的或传送的所有文件(包括电脑记录、传真和电子邮件)和资料属于甲方的财产,这些财产在任何时候都属于甲方所有。当乙方与甲方劳动合同关系结束时(或其他任何甲方要求的时间),乙方应立即向甲方移交与工作相关的所有文件和资料。在本合同终止后,乙方在任何情况下都不得占有甲方的任何财产,或含有保密信息的任何文件或资料或复印件。
- 13.4 当乙方与甲方结束劳动合同后,乙方承诺将本条下的权利和义务通知新的用人单位。

第十四条 培训和资助

甲方将为乙方提供与其工作岗位相适应的在职培训。在甲方认为合适的情况下，可以为乙方提供专项培训，由于为乙方提供专项培训而签订的服务期协议将作为本合同不可分割的附件。

第十五条 乙方与前用人单位的关系

乙方声明和保证其本人已与前用人单位结束服务或聘用关系，并且乙方本人与该用人单位签订的所有文件中的继续存在条款不会影响本合同的签订和履行。乙方有义务保护前用人单位的商业秘密，乙方不得将前用人单位的商业秘密带入甲方，乙方在任何情况下都不得使用前用人单位的商业秘密。若发生任何违反本条款的行为，乙方有义务承担由此给甲方或前用人单位造成的任何损失，甲方不承担任何责任。

第十六条 特别约定条款

- 16.1 甲方将依法不时修订和颁布甲方的规章制度。乙方有义务通过包括但不限于甲方办公网、《员工手册》等渠道及时了解甲方现行规章制度中适用于乙方的内容，这些规章制度（含《员工手册》）都是本合同的附件，与本合同具有同等效力。
- 16.2 乙方承诺在本合同有效期内以及因任何原因与甲方终止劳动关系之日起的二十四(24)个月内，乙方将不会直接或间接的引诱、促使、招募或鼓励甲方及其关联公司的任何员工离职，也不会为其本人或其他个人或组织的利益，带走、或试图引诱、促使、招募、鼓励或带走甲方及其关联公司的雇员、供应商、客户或顾问。

第十七条 违约责任

- 17.1 除本合同另有约定外，任何一方违约且给对方造成经济损失的，须依法承担违约责任，并根据违约责任的大小及给对方造成的经济损失的程度支付赔偿金。
- 17.2 乙方若违反有关适用法律法规和本合同第十二条的有关竞业限制的约定（如乙方适用），乙方应向甲方支付违约金，违约金金额等于乙方离职前两年的劳动报酬总额，并返还本合同第 12.3 条约定已支付的补偿金。若该违约金不足以弥补甲方实际损失的，甲方有权要求乙方赔偿甲方的损失。若造成甲方重大经济损失，甲方将保留提出法律追究的权利，并追索相应的经济赔偿。乙方若违反本合同第十四条有关服务期的规定，应当按照约定向甲方支付违约金。

第十八条 劳动争议的处理

- 18.1 甲乙双方因履行本合同而发生劳动争议时，适用下列劳动争议处理程序。
- 18.2 劳动争议处理程序为：
- （1）甲乙双方协商解决。
 - （2）争议的一方或双方也可以直接向甲方所在地的劳动人事争议仲裁委员会申请仲裁。
 - （3）不服仲裁裁决的一方，可继续向甲方所在地的人民法院提起诉讼。

如法律对劳动争议处理有新的法律规定，按新颁布实施的法律法规相应调整本条规定。

第十九条 通知

- 19.1 除非经对方事先通知更改地址，否则履行本协议过程中所有的通知均应以专人派送、特快专递、传真、挂号邮件发往下述通讯地址：

甲 方：展讯通信(上海)有限公司

地 址：中国(上海)自由贸易实验区祖冲之路 2288 弄展讯中心 1 号楼
邮政编码：201203
电 话：20360600
传 真：20360700
联 系 人：人力资源部

乙 方：赵育仁
联系地址：台湾桃园市龙潭区十一路109巷756号
邮政编码：alan.jauh@gmail.com
电 话：13167271685

乙方的上述联系地址为乙方同意的甲方向乙方送达法律文书的送达地，送达方式为邮寄送达（包含特快专递），只要甲方证明已经将送达的法律文书邮寄至乙方住址，无论乙方是否实际收到，均视为已经送达。若乙方住址发生了变化，应在变化后的第二日书面通知甲方。如乙方未能及时更新住址变化信息致使甲方基于原来的信息向其发出文件的，视为已经送达。

第二十条 其他

- 20.1 本合同的附件为本合同不可分割的一部分。本合同用中文签署，正本一式两份，甲方保留一份原件，乙方保留一份原件。本合同自甲乙双方签字之日起生效，且每一份原件具有同等法律效力。甲乙双方承诺任何一方不得向不相关的第三方泄露本合同内容及相关事宜。
- 20.2 对本合同的修改应以书面作成，并经双方签署后方能生效。
- 20.3 本合同期满，经甲乙双方协商可以重新签订劳动合同，甲乙双方同意重新签订劳动合同的，双方应在本合同项下的合同期届满前或届满时重新签订新的劳动合同。
- 20.4 本合同条款如与国家法律、法规相抵触时，以国家法律、法规为准。
- 20.5 本合同未尽事项由甲乙双方另行协商并以书面的补充协议确定。

乙方特此声明:

1. 本人在签署此劳动合同之前已经仔细阅读并了解本劳动合同中的所有条款和其效力。本人在此声明并保证,本人可以合法地签署本合同并受本合同约束。本人签订和履行本合同没有而且将来也不会违反对本人有约束力的与任何之前的用人单位签订的合同或协议,也不会违反对其有约束力的任何其他组织或机构的规定。
2. 本人知晓签署此劳动合同是完全出于本人自愿。
3. 在签署此劳动合同之前甲方已经给予本人合理的时间予以考虑并对相关合同条款给予了解释说明,乙方特此声明对本合同所有条款理解并知晓因此产生的一切法律责任与后果。

本合同由甲乙双方在下列日期签署。

甲方:展讯通信(上海)有限公司

乙方: 赵育仁

(盖章)

签名: 赵育仁

____年____月____日

2017年3月7日



工号: 7621

劳动合同书

甲方: 展讯通信(上海)有限公司

乙方: 赵育仁



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劳动合同

第一条 合同期限、试用期

- 乙方有义务协助甲方办理合法的用工手续及相关事宜，并及时将签署后的劳动合同与包

括但不限于本 1.4 条所列资料交给甲方。如因乙方原因使甲方无法办理合法的用工手续及相关事宜的,由乙方承担一切后果。甲方在收齐所需要的材料后,为乙方办理录用手续及社保、公积金等其他相关手续。

自用工之日起一个月内,经甲方书面通知后,乙方仍不与甲方订立书面劳动合同的,甲方可以依法与乙方终止劳动关系。

第二条 工作岗位、工作职责

- 2.1 乙方同意被甲方安排到 泛连接业务管理部 部门的 软件类高级技术专家B 岗位从事工作。聘用时工作地点为 上海,甲方根据经营和工作需要可在甲方所在城市的范围内变更乙方的工作地点,乙方应遵从甲方的合理调整 and 安排。甲方可以安排乙方从事出差、异地派驻或轮岗工作,乙方应遵从甲方的合理调整 and 安排。
- 2.2 乙方在此同意甲方有权根据已制订并适时修订的考核方案和程序对乙方进行业绩评估,并可根据乙方的工作能力、健康状况、工作表现和甲方的业务需要调整乙方的工作岗位和职责范围,乙方应服从甲方的安排。
- 2.3 乙方应按照甲方的要求,按时完成分配的工作,达到规定的质量标准。乙方应尽最大努力按照其上级主管的指示完成本职工作,应与其主管及同事配合工作,遵守本合同的条款及甲方制订并适时修订的包括《员工手册》在内的甲方规章制度。乙方不得从事任何违反法律法规或损害甲方及其关联公司、或其员工利益的活动;乙方不得利用在甲方的工作岗位及工作便利或职权直接或间接地为自己或他人谋取利益。乙方未得到甲方事先书面同意,不得直接或间接地参与或帮助任何第三方从事与甲方或其关联公司业务相同、相似且有竞争关系的任何商业活动,也不得以任何形式受雇于甲方及其关联公司以外的其它经济组织。

第三条 工作时间和休息休假

3.1 工作时间

甲方实施相关法律法规规定的[标准/不定时]工作制。乙方的实际工作时间经甲方根据相关的法律法规及岗位的实际工作需要确定为以下[3.1.2]工时制度(乙方只适用下述一种工时制度):

- 3.1.1 标准工时制：乙方正常工作时间每周自星期一至星期五，每天工作八小时，每周工作四十小时（不包括上下班在途时间、用餐和休息时间）。
- 3.1.2 不定时工作制：根据乙方的工作性质和工作特点，甲方已经取得有关劳动保障部门的批准，乙方将按照不定时工作制工作，在该不定时工作制下，乙方将不受支付加班工资规定的约束。
- 3.2 如乙方所在工作岗位经甲方向有关劳动行政部门申请变更为不定时工作制的，则乙方同意，前述3.1条的工作时间制度做相应变更，依照甲方所获得的相关行政审批文件执行。
- 3.3 工作时间调整
- 在法律允许的范围之内，经与乙方协商后，甲方可依据需要更改乙方的工作日程，包括调整乙方工时制度或变更工作日的起始和结束时间。根据工作要求以及相关中国法律法规的规定，甲方亦可以合理的延长乙方的工作时间或要求乙方在双休日及节假日加班。乙方自行加班的，应遵循甲方的相关管理规定并获得审批，否则该额外工作时间不视为加班。甲方将依据中国劳动法律法规、甲方政策规定及乙方工时制度来依法安排乙方调休或向乙方支付加班费。
- 3.4 休息休假
- 乙方享有中国政府规定的法定节假日和双休日，并适用国家法律法规规定的其它假期。上述假期的规定参见甲方相关规章制度。

第四条 生产、工作条件和劳动保护

- 4.1 甲方为乙方提供符合中国政府规定的安全卫生工作环境。
- 4.2 甲方根据生产经营需要，按照中国政府 and 甲方的规定，告知乙方所需具备的职业道德、职业技能，向乙方提供岗位必需的安全培训及劳动防护设施。
- 4.3 乙方应当严格遵守甲方的各项安全规定及操作规程，正确使用甲方提供的各种工作设备和劳动保护设施。

第五条 劳动报酬

- 5.1 甲方对乙方实行按岗位定薪制度，乙方的工资不低于当地政府规定的最低工资标准。甲方根据乙方绩效评估，结合乙方实际的工作表现、岗位职级的变动等其它甲方认为的必要且有权依法对乙方的薪资作相应的调整。
- 5.2 除非法律或甲方另有规定，乙方的工资已经包含了甲方依法应予以支付的各项补贴、津贴及其他费用。甲方将在每月 20 日支付乙方上个月的工资（如因特殊情况最多不晚于每月二十五日支付并将事先告知乙方），支付方式为法律许可的支付方式。若乙方于发薪日前 5 个工作日内入职或于发薪日以后入职，乙方在此确认并同意甲方将乙方的当月薪资与次月薪合并于次月发薪日一并发放。
- 5.3 甲方将按照适用法律、乙方工时制度及甲方《员工手册》所规定的标准支付乙方工作日、双休日及法定节假日甲方安排加班的加班费。有关工作日、双休日及节假日加班费的具体计算比例按国家劳动法律法规规定执行。
- 5.4 甲方依法代扣代缴法律规定的个人所得税、社会保险费、住房公积金和其他费用。甲乙双方同意，根据法院判决、仲裁裁决或者其他规章制度中列明要求乙方向甲方支付的费用，甲方可以从应向乙方支付的工资报酬中予以扣除。
- 5.5 甲方将根据经营业绩及盈利状况以及乙方在考核期内完成岗位目标任务过程中的工作成效、工作表现、实际出勤天数及将来是否继续为甲方工作等其他甲方认为的必要因素自主决定是否向乙方发放奖金及发放的数额。具体发放办法将根据甲方另行制定及不时修订的奖金发放方案执行。
- 5.6 本合同期内，甲方有权依据相关法律法规及甲方经营效益、乙方工作表现、岗位变化等情况调整乙方劳动报酬。

第六条 社会保险、福利待遇

- 6.1 在本合同期内，甲方按照当地有关规定向当地政府指定的机构，为乙方办理养老保险、住房公积金、失业保险、医疗保险、工伤保险、生育保险等基本社会保险，但因乙方自身原因导致无法缴纳的除外。前述养老保险、住房公积金、失业保险、医疗保险、工伤保险、生育保险等基本社会保险中根据法律规定应由个人缴纳的部分应由乙方自行承担并由甲方负责从

乙方的每月工资中代为扣缴。甲方直接提供给乙方的福利待遇,应遵守国家的法律法规规定、《员工手册》以及其他甲方的政策,除此之外甲方没有义务支付乙方任何其他费用。

- 6.2 乙方在甲方工作期间生病或非因工负伤时应享有医疗期。乙方的医疗期适用甲方按国家及地方有关规定而制定的规章制度。
- 6.3 如果乙方因特殊情况需要请假,需经甲方根据甲方的现行有效的规章制度批准。未经批准擅自脱岗将视为旷工。
- 6.4 乙方保证及时向甲方提交办理本合同第6.1条所述之基本社会保险所必须的有关信息资料、凭证等。

第七条 劳动纪律及奖惩

- 7.1 甲方可根据中国法律法规的规定制订或不时修订适用于乙方的包括《员工手册》、政策、工作守则及措施在内的规章制度,乙方应予以严格遵守。
- 7.2 乙方应当在工作中严格遵守甲方的规章制度,自觉履行甲方各项制度中的要求,严格遵守工作程序 and 操作规范;不损害工作场所的安全、卫生;不损害甲方的财产,遵守职业道德;严格按照甲方的规范参加甲方组织的培训,提高思想觉悟和职业技能,甲方公布的规章制度构成本合同的组成部分,与本合同具有同等效力。
- 7.3 如果乙方违反本合同或甲方规章制度,甲方有权按照相关规定对乙方予以处分,包括通报批评、警告、易岗易薪、解除本合同等。如果因乙方前述行为给甲方带来经济损失的,乙方有义务赔偿甲方相应损失。

第八条 本合同的变更和解除

- 8.1 订立本合同依据的法律、法规、规章发生变化时,本合同的相关规定应相应变更。
- 8.2 乙方有下列情形之一的,甲方可以立即解除本合同而无须向乙方支付经济补偿:
 - (1) 在试用期内如乙方被证明不符合录用条件的;
 - (2) 严重违反本合同、《员工手册》及规章制度或劳动纪律的规定;
 - (3) 乙方严重失职、营私舞弊,或因乙方原因对甲方或其关联公司造成贰万伍仟(圆)元人

民币及以上损失或严重损害甲方商誉、公司形象或其他无形资产的；

- (4) 未经甲方同意，乙方在劳动关系存续期间为任何第三方提供服务，对完成甲方的工作任务造成影响，或者经甲方提出，拒不改正的；
 - (5) 未经甲方同意，在其他任何单位任职或兼职；直接或间接地自营、参与经营或帮助第三方经营与甲方或其关联公司同类的业务或产品；
 - (6) 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本合同的；
 - (7) 乙方被依法追究刑事责任的；
 - (8) 法律、法规所规定的其他情形。
- 8.3 有下列情形之一的，甲方可以解除本合同，但须提前三十日书面通知乙方或支付乙方离职前一个月工资的代通知金：
- (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，也不能从事由甲方另行安排的工作的；
 - (2) 乙方不能胜任工作，经过培训或者调整工作岗位后，仍不能胜任工作的；
 - (3) 本合同订立时所依据的客观情形发生重大变化，致使本合同无法履行，经甲乙双方协商不能就变更本合同达成协议的。
- 8.4 除按照法律规定或双方其他约定外，乙方如欲解除本合同，在试用期内乙方解除本合同应提前三天书面通知甲方。在试用期后，乙方解除本合同应提前三十日书面通知甲方。自乙方书面提出辞职之日起三十日（双方另有约定的除外）内，乙方应遵守甲方要求的工作安排，按甲方规定做好离职前的工作/物品交接，三十日期满，双方之间的劳动关系即结束，在乙方解除本合同的情况下，甲方无须支付乙方任何经济补偿。甲方应为乙方办理相关离职手续。
- 8.5 经甲乙双方协商一致，可以修订或解除本合同。
- 8.6 有下列情形之一的，甲方不得依照第 8.3 条的规定解除本合同，但符合本合同第 8.2 条和第 8.5 条规定者除外：
- (1) 乙方在甲方因工负伤并被确认丧失或部分丧失劳动能力的；
 - (2) 乙方因病或者非因工负伤在国家规定的医疗期内的；

(3) 乙方在怀孕期、产期、哺乳期内的;

(4) 乙方在甲方连续工作满十五年,且距法定退休年龄不足五年的;

(5) 法律、行政法规规定的其他情形。

8.7 甲方依据第 8.3 条解除本合同时,应按国家和本市有关规定向乙方支付经济补偿金,经济补偿金的具体支付方式和计算方法适用甲方按国家及地方有关规定而制定的规章制度。

8.8 脱密期约定

本第 8.8 条的规定对乙方(以打勾表示选择的内容,如选择适用将作为本合同的组成部分)

适用 ☒

不适用 ☐

鉴于乙方的工作岗位是涉密岗位(包括但不限于参与研发或涉密项目),甲乙双方特别约定,乙方在试用期满后提出解除本合同的应提前 30 日以书面形式通知甲方,在此期间甲方方可安排乙方转岗。

第九条 合同终止

9.1 发生下述任何一种情况时,本合同自动终止:

(1) 本合同期满;

(2) 乙方达到法定退休年龄或享受基本养老保险待遇的;

(3) 乙方死亡,或被人民法院宣告死亡或宣告失踪的;

(4) 甲方被依法宣告破产的;

(5) 甲方被依法撤销、歇业、责令关闭、宣告破产解散的;

(6) 法律、行政法规规定的其他情形。

第十条 合同的终止及解除后的工作交接

10.1 除双方另有约定,乙方应在本合同终止或解除之前向甲方移交或归还所有由其使用或保存的属于甲方的信息、资产等,包括但不限于:

- (1) 甲方依本合同为乙方提供的与雇用有关的所有工作服、工具、设备、钥匙、门卡以及交通工具；
- (2) 乙方负责保管、使用或在其控制范围内的所有有关甲方的文件、记录、档案、资料和数据原件及其复印件；以及乙方在任职期间接触、了解、保管、使用或在其控制范围内的所有有关甲方，以及其子公司，以及其关联公司（以下统称为“公司”）及其客户、供应商或合作伙伴的、以及甲方许可方的专有或保密信息，包括但不限于由公司、公司的客户、合作伙伴以及公司的许可方直接或间接的以书面或口头方式向甲方披露的、或乙方从上述各处直接或间接取得的技术数据、商业信息、研发信息、产品规划、服务、客户（包括但不限于乙方在任职期内所联系的或逐渐熟悉的公司客户）和客户信息、供应商名单、软件、开发、发明、程序、配方、技术、设计、图纸、工程管理、软件和硬件信息、人事信息、营销、财务或其他业务信息，以及本合同内容本身，都属于甲方信息。
- (3) 甲方提供的电脑、磁盘、光碟和其他办公用具；
- (4) 乙方向甲方暂支、暂借尚未归还的任何款项；
- (5) 如甲方在本合同有效期内根据甲乙双方之间的协议向乙方提供居住房屋，乙方应在本合同终止或解除之日起的 7 天内向甲方交还房屋及房屋内设施。
- 10.2 乙方应在本合同终止或解除之时按照本合同规定及甲方要求向甲方指定的甲方其他员工移交工作，包括但不限于：乙方之前负责的业务和工作以及进展情况；乙方联系的客户、供应商名单和联系方式等。
- 10.3 乙方不得保存前述 10.1 条及 10.2 条规定的所有文件的原件或复印件。交接程序完成之前，未将甲方允许，乙方不得擅自离职。若乙方违反上述移交约定而给甲方造成任何损失或损害，则乙方须对由此造成的甲方损失承担赔偿责任。
- 10.4 在本合同终止或解除后，甲方根据法律和本合同的规定应当向乙方支付的经济补偿在乙方完成上述 10.1、10.2、10.3 条的移交后支付。

第十一条 保密条款

11.1 乙方在本合同存续期间以及与甲方终止或解除本合同后，均应保守甲方的商业秘密。

本合同所指的商业秘密是指所有不为公众所知、所有与甲方或甲方的任何关联公司相关的业务、资产、客户、财务或其它任何事宜的信息，以及乙方工作有关或乙方利用甲方的信息、设施或资源创造的，收到的或传送的，掌握的所有文件和信息（包括电脑记录、传真和电子邮件等），甲方的商业秘密包括但不限于下列各项：

- (1) 甲方的研发信息：产品规划、服务、技术、设计、图纸（含草图）、工程管理、硬件配置信息；
- (2) 甲方的培训内容、培训资料和研发文件；
- (3) 甲方的财务计划、规定、报表、数据或报告；
- (4) 甲方的客户名单、经营策略、销售资料、数据或报告；
- (5) 甲方的管理要求、劳动纪律和规章制度、工资、股票期权、奖金标准以及有关资料、数据或报告；
- (6) 已注明“保密”或“机密”字样的所有甲方信息。

11.2 乙方认识到保守甲方的商业秘密是乙方的法定义务。乙方违反本条款时，甲方有权立即解除本合同并追究乙方的违约责任。

11.3 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主、用人单位或任何公司、个人之间的关于保密义务的约定和协议，乙方不得将不属于甲方的保密信息在甲方的场所、设备上传输、存放或使用，或与甲方的商业秘密混同。

11.4 乙方同意，对其获披露的甲方或甲方的任何关联公司、客户、供应商及其它合作伙伴的商业秘密仅可将之用于某些甲方限定的目的，未经甲方书面同意或授权，乙方不得以任何方式将其直接或间接地向任何第三方透露、泄露。同时乙方也有义务防止商业秘密被透露、泄密、损毁、遗失及任何不当的传输、存储或使用。

11.5 商业秘密在任何时候都归属于甲方所有且应当一直处于甲方的监控之下。本合同终止或解除时（或在甲方要求的其他任何时间），乙方应按本合同第十条的规定以及按甲方要求的其他时间、期限、归还方式等将商业秘密全部归还给甲方，并提供乙方已遵守本声明的书面确认文件。在乙方劳动关系终止后，乙方任何情况下都不得占有公司的任何商业秘密，或持有

包含商业秘密的任何文字、图像、纸张、电子等形式保存的任何信息。

- 11.6 乙方违反本合同有关保密规定，视为乙方严重违反甲方规章制度，甲方有权解除本合同而无需给予乙方任何经济补偿，同时因乙方违反保密规定造成甲方损失的，甲方有权要求乙方承担赔偿责任。
- 11.7 甲乙双方知悉并同意，若本合同约定与双方之间有关保密的其他约定（如有）相冲突或不一致，则以在后签署的为准。
- 11.8 在本合同终止或解除后，双方之间有关保密的所有约定仍然有效。

第十二条 竞业限制

根据乙方的工作性质及岗位职责，本合同第 12.1、12.2 条竞业限制的规定对乙方（以打勾表示选择的内容，如选择适用将作为本合同的组成部分）：

适用 ☒

不适用 ☐。

- 12.1 由于乙方接触甲方的商业秘密，在终止或解除本合同之日起的[贰拾肆]个月的竞业限制期限内，在全球范围内，乙方不得到与甲方或其关联公司有竞争关系的其他用人单位任职或兼职，不得直接或间接地自营、参与经营或帮助第三方经营与甲方或其关联公司同类的业务或产品，也不得通过第三方或以其他方式为与甲方或其关联公司有竞争关系的单位提供服务，并按季度向甲方报告现任职和/或服务单位；除非甲方另行通知或在乙方离职单中表示不需要乙方履行本条项下的竞业限制义务。在乙方履行竞业限制义务且按季度报告任职和/或服务单位的前提下，甲方应在竞业限制期限内按月向乙方支付竞业限制补偿金（相应税额由甲方在支付时从中代扣代缴），每月补偿金数额相当于乙方工资（按终止或解除本合同前 12 个月乙方税前平均月基本工资）的【 30 】%，发放至乙方在甲方工作期间的工资账户。
- 12.2 若双方另行签署《竞业限制协议》，本合同条款与《竞业限制协议》条款约定相冲突，以在后签署的为准。

第十三条 知识产权、公司财产

- 13.1 本合同期限内,乙方因执行本单位的任务或者利用甲方或甲方关联公司的物质技术条件、商业秘密以及经营上的便利等所取得的专利权(包括专利申请权)、商标权、著作权、技术思想、技术方案、研究成果等知识产权及与此相关的成果及乙方在离开甲方后一年内开发的与原工作任务有关的发明和创造等知识产权(以下简称“职务成果”)均属于甲方所有,另有约定除外,乙方对该等职务成果在任何时候不得主张或提出任何请求或权利要求,包括但不限于提出任何经济补偿、费用支付的要求。甲方有权充分利用该等职务成果,包括但不限于用于生产、经营或者向第三方转让或许可。乙方应当按照甲方要求,采取一切必要措施,以协助甲方取得和行使该等职务成果而产生的知识产权。
- 13.2 如在乙方受雇于甲方之前,存在任何由乙方作出的与甲方的业务、产品或研发有关的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密(合称“受雇前发明”)的,乙方应在本合同签订之时书面通知甲方。否则,如果没有前述有关受雇前发明的书面通知,乙方确认即视为不存在该等受雇前发明。乙方同意将不会把任何受雇前发明融入甲方的产品、程序或机械之中。在本合同有效期内,如果乙方符合上述拥有受雇前发明的规定并且将任何自身拥有的或享有权益的受雇前发明融入甲方的产品、程序或机械中,乙方确认拥有所有必要的权利、权限和授权,以按照当前使用的方式使用该等受雇前发明,并且该等使用将不会侵犯任一公司、组织或个人的任何权利;而且在该等情况下,乙方特此授予甲方及甲方关联公司的每一成员,且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可,他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售或以其他方式利用该等受雇前发明。如果因甲方及甲方关联公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为,而使甲方及甲方关联公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用,包括因解决争议而发生的合理的律师费及开支,乙方同意赔偿甲方及甲方关联公司,使其免受损害。
- 13.3 乙方进一步确认与其工作有关或利用甲方的设施创造的、收到的或传送的所有文件(包括电脑记录、传真和电子邮件)和资料属于甲方的财产,这些财产在任何时候都属于甲方所有。当乙方与甲方劳动合同关系结束时(或其他任何甲方要求的时间),乙方应立即向甲方移交与工作相关的所有文件和资料。在本合同终止后,乙方在任何情况下都不得占有甲方的任何

财产，或含有保密信息的任何文件或资料或复印件。

13.4 当乙方与甲方结束劳动合同后，乙方承诺将本条下的权利和义务通知新的用人单位。

第十四条 培训和资助

甲方将为乙方提供与其工作岗位相适应的在职培训。在甲方认为合适的情况下，可以为乙方提供专项培训，由此签订的服务期协议将作为本合同不可分割的附件。

第十五条 乙方与前用人单位的关系

乙方声明和保证其本人已与前用人单位结束服务或聘用关系，并且乙方本人与该用人单位签订的所有文件中的继续存在条款不会影响本合同的签订和履行。乙方有义务保护前用人单位的商业秘密，乙方不得将前用人单位的商业秘密带入甲方，乙方在任何情况下都不得使用前用人单位的商业秘密。若发生任何违反本条款的行为，乙方有义务承担由此给甲方或前用人单位造成的任何损失，甲方不承担任何责任。

第十六条 特别约定条款

- 16.1 甲方将依法不时修订和颁布甲方的规章制度。乙方有义务通过包括但不限于甲方办公网、《员工手册》等渠道及时了解甲方现行的规章制度，这些规章制度（含《员工手册》）都是本合同的附件，与本合同具有同等效力。
- 16.2 本合同约定若违背当地政府或劳动主管部门的法规、规章等权威规定的，按当地的规定执行。
- 16.3 乙方承诺在本合同有效期内以及因任何原因与甲方解除或终止劳动关系之日起的二十四(24)个月内，乙方将不会直接或间接的引诱、促使、招募或鼓励甲方及其关联公司的任何员工离职，也不会为其本人或其他个人或组织的利益，带走、或试图引诱、促使、招募、鼓励或带走甲方及其关联公司的雇员、供应商、客户或顾问。

第十七条 违约责任

- 17.1 若乙方有本条下述行为的，须承担不利后果并赔偿给甲方及其关联公司造成的直接和间接

损失,包括但不限于律师费、交通费、诉讼费等,且所获收益归甲方所有(若有)。

17.1.1 签订、履行本合同违反了乙方与任何第三方的约定;

17.1.2 本合同有效期内,未经甲方书面许可,在其他任何单位任职或兼职;

17.1.3 本合同有效期内,未经甲方书面许可,直接或间接地自营、参与经营或帮助第三方经营与甲方或其关联公司同类的业务或产品;

17.1.4 因乙方原因对甲方或其关联公司造成损失,或损害甲方商誉、公司形象或其他无形资产的;

17.1.5 有违反甲方制度(包括但不限于员工手册、信息安全、反商业贿赂等)的行为;或

17.1.6 有其他违反本合同约定的行为。

17.2 若乙方违反本合同第十二条有关竞业限制的约定(包括及时报告任职和/或服务单位的义务),乙方应支付违约金,金额等于乙方离职前12个月在甲方工作期间税前平均月收入(包括但不限于各类工资、奖金、报酬、津贴、补贴、经济补偿、赔偿金、假期折算、已兑现或将来兑现的甲方股票、期权收益等)总额的【叁拾陆】倍,并返还甲方已支付的竞业限制补偿金。

17.3 乙方若违反本合同第十四条有关服务期的约定,应当补偿甲方资助的费用并向甲方支付违约金。

第十八条 劳动争议的处理

18.1 甲乙双方因履行本合同而发生劳动争议时,适用下列劳动争议处理程序。

18.2 劳动争议处理程序为:

(1) 甲乙双方协商解决。

(2) 争议的一方或双方也可以直接向对争议有管辖权的劳动争议仲裁委员会申请仲裁。

(3) 不服仲裁裁决的一方,可继续向具有司法管辖权的人民法院提起诉讼。

如法律对劳动争议处理有新的法律规定,按新颁布实施的法律法规相应调整本条规定。

第十九条 通知

- 19.1 除非经双方以书面形式确认更改地址, 否则履行本协议过程中所有的书面通知均应以专人派送、特快专递、挂号邮件发往下述通讯地址:

甲 方: 展讯通信(上海)有限公司

联系地址: 中国(上海)自由贸易试验区祖冲之路2288弄展讯中心1号楼

邮政编码: 201203

电话: 20360600

传真: 20360700

联系人: 人力资源部

乙 方: 赵育仁

联系地址: 上海市浦东新区丹桂路811号泊寓218室

电子邮箱: alan.jauh@gmail.com

邮政编码: 200000

电话: 13167271685

乙方的上述联系地址为乙方同意的甲方向乙方送达法律文书的送达地, 送达方式为邮寄送达(包含特快专递), 只要甲方证明已经将送达的法律文书邮寄至乙方住址, 无论乙方是否实际收到, 均视为已经送达。若乙方住址发生了变化, 应在变化后的第二日书面通知甲方。如乙方未能及时更新住址变化信息致使甲方基于原来的信息向其发出文件的, 视为已经送达。

第二十条 其他

- 20.1 本合同的附件为本合同不可分割的一部分。本合同用中文签署, 正本一式两份, 甲方保留壹份原件, 乙方保留壹份原件。本合同自甲乙双方签字之日起生效, 且每一份原件具有同等法律效力。甲乙双方承诺任何一方不得向不相关的第三方泄露本合同内容及相关事宜。

- 20.2 对本合同的修改应以书面作成, 并经双方签署后方能生效。双方须根据劳动合同法和其他适

用法律、法规(如适用)以及甲方的规章和制度来解释和执行本合同。

- 20.3 本合同期满,经甲乙双方协商可以重新签订劳动合同,甲乙双方同意重新签订劳动合同的,双方应在本合同项下的合同期届满前或届满时重新签订新的劳动合同。
- 20.4 本合同条款如与国家法律、法规相抵触时,以国家法律、法规为准。
- 20.5 本合同未尽事项由甲乙双方另行协商并以书面的补充协议确定。

乙方特此声明:

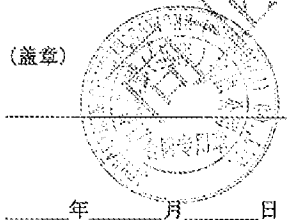
1. 本人在签署此劳动合同之前已经仔细阅读并了解本劳动合同中的所有条款及其效力。本人在此声明并保证,本人有权可以合法地签署本合同并将受本合同约束。本人签订和履行本合同没有而且将来也不会违反本人与任何之前的用人单位签订的且对本人有约束力的合同或协议,也不会违反任何其他组织或机构的规定。
2. 本人知晓签署此劳动合同是完全出于本人自愿。
3. 在签署此劳动合同之前甲方已经给予本人合理的时间予以考虑并对相关合同条款给予了解释说明,乙方特此声明对本合同所有条款理解并知晓因此产生的一切法律责任与后果。

本合同由甲乙双方在下述日期签署。

甲方: 展讯通信(上海)有限公司

乙方: 赵育仁

(盖章)



签名: 赵育仁

____年____月____日

2020年2月28日

Substitute Assignment Letter

Date 2022.3.15

Re: US Patent Application No. 16/320,943, entitled "WIRELESS ROAMING METHOD,
ACCESS POINT DEVICE, AND MOBILE STATION

Confirmation of XU, Yanchao's employment.

To whom it may concern,

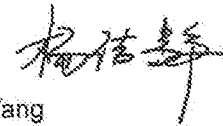
- 1) XU, Yanchao was employed by Spreadtrum Communications (Shanghai) Co., Ltd. between 19th May, 2015 and 13th July, 2020.
- 2) Under his terms of employment with Spreadtrum Communications (Shanghai) Co., Ltd., XU, Yanchao is obligated to assign the above US patent application to Spreadtrum Communications (Shanghai) Co., Ltd.
- 3) I confirm that the invention and patent application were conceived of and/or made during XU, Yanchao's employment with Spreadtrum Communications (Shanghai) Co., Ltd. and covered under XU, Yanchao's employment contract.

Yours faithfully

Signature:

Name: Jiejing Yang

Title: Head of Legal Department



Employment Contract of SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Party A: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Address: Spreadtrum Center Building No. 1, Lane 2288, Zuchongzhi Road, Pilot Free Trade Zone, Shanghai, China

Party B: Xu Yanchao

Address: No. 99, Pujian Road, Pudong District, Shanghai

ID Number: 371422198803166014

According to the "Labor Contract Law of the People's Republic of China" and other applicable laws and regulations, both parties A and B agree to conclude this labor agreement (hereinafter referred to as the "agreement") on the basis of equal negotiation.

I. Period of this agreement and probationary period

(I) Both parties agree to determine the period according to the following method [2], and it will take effect on the day when Party B works after both parties' signatures:

1. This agreement is a fixed-period labor contract with a period of [] years from [] year [] month [] day to [] year [] month [] day. When signing this agreement for the first time, both parties agree that first [] months are the probationary period, i.e., from [] year [] month [] day to [] year [] month [] day. Before the expiration of the fixed-period labor agreement, both parties can negotiate with each other in accordance with the law and sign a new labor agreement after both parties agree. If Party B does not reply to Party A in written form within [] days after Party A's requirements for entering into a new labor agreement under conditions equal to or higher than this agreement, it shall be deemed that Party B has no intention to enter into a new labor agreement. When this agreement expires, it will be terminated, and Party A does not need to pay Party B economic compensation.

2. This agreement is a labor agreement with no fixed period, starting from [2015] year [03] month [05] day. When signing this agreement for the first time, both parties agree that first

[3] months are the probationary period, that is, from [2015] year [03] month [05] day to [2015] year [06] month [04] day.

3. This agreement is a labor agreement with the completion of certain task as the period. From [] year [] month [] to the time when Party B completes the task agreed by both parties, and [] is the sign of completion of the task.

(II) If the actual working time of Party B is later than the start time agreed in this agreement, the start and end time of this agreement and the probationary period will also be postponed accordingly.

(III) Party B shall meet Party A's employment conditions during the probationary period, including but not limited to the physical condition that can meet work requirements, and corresponding work ability and performance. Party A will assess or evaluate whether Party B meets the employment conditions before the end of the probationary period.

II. Work content

(I) Party A hires Party B to work as a [Engineer Director] in its place of registration or business; Party B must obey instructions of Party A's management personnel and complete work requirements set by Party A.

(II) Party A may reasonably adjust work requirements of Party B or change Party B's work location due to the necessity of production and operation or based on Party B's work ability and performance. Party B shall comply with relevant arrangements of Party A.

(III) Without Party A's prior written consent, Party B shall not engage in or directly or indirectly assist any third party to engage in any commercial activity that is the same, similar and competitive with Party A's business during the period of this agreement, and shall not serve or work for any other economic organizations in any form.

III. Labor protection and working conditions

(I) Party A provides Party B with a safe and hygienic working environment that complies with Chinese laws and regulations, and ensures that Party B works in an environment with personal safety and no occupational hazards. If Party B's working environment involves occupational hazards or unsafe risks, Party A will take corresponding protective measures in accordance with the law, and train or educate Party B.

(II) Party A shall provide Party B with necessary working conditions and labor protection supplies in accordance with the actual situation of Party B's post and in accordance with Chinese laws and Party A's regulations. The specific situation will be explained by Party A to Party B when Party B enters or adjusts a new job post.

(III) Party A will arrange for Party B to conduct physical health checks regularly or when necessary according to the actual situation of Party B's post.

IV. Working hours

(I) In general, Party B implements a full-time working hour system of eight hours a day and forty hours a week. If Party A applies for the implementation of an irregular working hour system or a comprehensive calculation working hour system for Party B's job post based on business needs, after Party A obtains the approval of relevant authorities, Party B shall implement the changed working hour system.

(II) Party A can arrange for Party B to work overtime due to work conditions. Party B shall cooperate with Party A and follow corresponding approval procedures. Party B should also go through relevant application procedures in accordance with Party A's relevant regulations when working overtime on its own. Besides, Party A will pay Party B corresponding overtime wages or arrange time off according to applicable working hour system.

V. Labor compensation and benefits

(I) Party B's pre-tax wage during the probationary period when signing this agreement is [/] yuan, and the pre-tax wage after the probationary period expires is [/] yuan. Unless otherwise agreed by both parties, Party B's wage includes various legal or government-regulated subsidies, subsidies, allowances and other welfare income. If Party B's wage is adjusted during the period of this agreement, Party A may, except for changing this agreement, confirm the changes through notices, pay slips, etc.

(II) Party A may reasonably adjust Party B's wages at any time based on the average wage level of the market or industry, the company's operating conditions, Party B's post wage standards, and the results of Party B's performance evaluation, and decide whether to pay bonus to Party B according to the bonus policy formulated or adjusted from time to time.

(III) In general, the [30th or 31st] day of each month is Party A's wage payment day, but if that day falls on a legal holiday or a rest day, Party A can advance or postpone the

payment of wages to a similar working day. If Party A is unable to pay Party B's wages on the wage payment date due to reasons not related to Party A, Party A may reasonably extend the wage payment date.

(IV) Party A and Party B must participate in social insurance and pay various corresponding fees in accordance with Chinese law.

(V) Party A will withhold and pay its personal income tax and the social insurance and housing provident fund expenses that shall be borne by Party B personally from Party B's remuneration in accordance with Chinese law.

(VI) Party B is entitled to statutory holidays, rest days, paid annual leave, marriage leave, funeral leave, family planning leave and other paid holidays as stipulated by Chinese law.

VI. Formulation or modification of labor discipline and rules and regulations

(I) Party A will formulate or modify rules and regulations including employee manuals and operating procedures applicable to Party B in accordance with provisions of Chinese laws and regulations and in accordance with democratic procedures, and Party B shall strictly abide by them. If Party B violates or refuses to accept Party A's rules and regulations, Party B may be subject to corresponding disciplinary sanctions until the labor agreement is relieved.

(II) standards of business conduct which are formulated by Party A's group company or overseas headquarters and requires to be observed by Party A's employees and other global human resource policies applicable to Party A, which do not violate Chinese laws, regulations and administrative regulations, are components of Party A's rules and regulations, and Party B shall strictly abide by these standards and policies. If Party B has any objection to any of the provisions, Party B shall timely inform his/her supervisor or Party A's human resource department after receiving or understanding the relevant content.

(III) In general, Party A will timely send Party B the rules and regulations, including the employee handbook, or inform Party B of the relevant content after both parties sign this agreement. If Party B does not receive the above-mentioned documents or has unclear content, Party B should contact his/her supervisor immediately. If Party B has any opinions on the rules and regulations, or wants to know the specific situation of democratic procedures carried out by Party A when formulating or modifying the rules and regulations, Party B can submit opinions or requirements to his/her supervisor or Party A's human resource department.

VII. Training service period

(I) If Party A invests in employing Party B or provides professional training to Party B or provides special treatment to Party B, Party B shall assume service period obligations to Party A. Unless the two parties sign another special agreement, the service period shall not be less than six (6) months. If the service period is longer than the period agreed in this agreement, the period of this agreement will be postponed to the end of the service period. However, if Party A does not require Party B to continue to perform the obligations of the service period, Party A can release Party B's corresponding responsibilities by noticing Party B one month in advance, and this agreement shall terminate at this time. If Party B violates the service period obligations and relieves the labor agreement in advance, or if Party A immediately relieves the labor agreement due to violation of relevant provisions of the second paragraph of Article 9 of this agreement, Party B shall be liable for breach of agreement. Unless otherwise agreed by both parties, Party B shall compensate the actual loss of Party A.

VIII. Modification of this agreement

This agreement can be changed or relieved if both parties reach an agreement through consultation.

IX. Relief of labor agreement

(I) During the probationary period, Party B may notify Party A to relieve this agreement three (3) days in advance, or after the probationary period, notify Party A in written form to relieve this agreement one (1) month in advance, unless otherwise agreed by both parties in this agreement or other agreements.

(II) If Party B has one of the following circumstances, Party A can relieve this agreement immediately without paying Party B economic compensation:

1. During the probationary period, it is proved that Party B does not meet the employment conditions after examination;
2. Serious violation of labor discipline, this agreement or Party A's rules and regulations;
3. Serious dereliction of duty, malpractice for personal gain, causing major damage to Party A's interests;
4. Establishing labor relations with other employers or working for other employers without Party A's consent;

5. Using fraud, coercion or taking advantage of Party A's difficulties to cause Party A to conclude or modify this agreement against the true intentions;
6. Party B have been re-educated through labor or have been investigated for criminal responsibility according to laws;
7. Other circumstances stipulated by laws and regulations.

(III) Except as otherwise provided by laws, Party A can relieve this agreement under any of the following circumstances, but must notify Party B in written form thirty (30) days in advance or pay one month's wage instead of advance notice:

1. Party B is ill or is injured not due to work, and after the medical treatment period expires, Party B cannot perform the original job, and cannot perform the work arranged by Party A;
2. Party B is not competent for the job, and after training or adjustment of job post, Party B is still not competent for the job;
3. Objective conditions on which this agreement was concluded have a major change, which makes this agreement impossible to perform, and the two parties cannot reach an agreement on changing this agreement after negotiation;
4. Party A lays off employees in accordance with legal procedures;
5. In the event of objective conditions such as merger or division of Party A, Party B refuses to change this agreement, which makes it impossible to continue to perform this agreement;
6. Party A adjusts Party B's job post or provides training to Party B as Party B is not competent for the job, but Party B refuses to accept it.

(IV) If Party A has any of the following circumstances, Party B can relieve this agreement at any time:

1. Failure to pay social insurance premiums for Party B in accordance with laws;
2. Forcing Party B to work by means of violence, threats or illegal restrictions on personal freedom;
3. Failure to pay wages and remunerations in full and on time or provide labor protection or necessary working conditions as stipulated in this agreement;
4. The content of the rules and regulations violates the provisions of laws and regulations, and damages the rights and interests of Party B;
5. Using fraud, coercion or taking advantage of Party B's danger to make Party B conclude or change this agreement against the true intentions;
6. This agreement is totally invalid due to agreement to exempt Party A from legal liability and exclude Party B's rights;

7. Other circumstances stipulated by laws and regulations.

(V) If Party B has one of the following circumstances, Party A shall not relieve this agreement in accordance with the third paragraph of Article 9:

1. Engaging in occupational-disease-hazard operations, failing to conduct pre-departure occupational health examinations, or being diagnosed in the occupational disease prevention and control department due to suspected occupational diseases or in medical observation;

2. Those who suffer from occupational diseases or are injured at work and are confirmed to have lost or partly lost the ability to work;

3. Due to illness or non-work-related injuries, within the prescribed medical treatment period;

4. Female employees during pregnancy, childbirth or breastfeeding;

5. Working in Party A for 15 consecutive years and less than five years from the legal retirement age;

6. Other circumstances stipulated by laws and regulations.

X. Termination of this agreement

(I) This agreement can be terminated in any of the following circumstances:

1. When this agreement expires, both parties or one party no longer renew the labor agreement;

2. Party A goes bankrupt, dissolves, has its business license revoked, is ordered to close or revoke, or expires;

3. Party B reaches the legal retirement age or starts to enjoy basic pension insurance benefits according to laws;

4. Party B dies, or is declared dead or missing by the people's court;

5. Other circumstances stipulated by laws and regulations.

(II) After the termination or cancellation of this agreement, Party B shall return all properties, documents and letters belonging to Party A within the time specified by Party A, and complete handover procedures.

(III) In any of the following circumstances, Party A shall provide Party B with economic compensation in accordance with applicable Chinese laws and regulations:

1. Party A proposes to Party B in accordance with Article 8 and agrees with Party B to terminate this agreement;
2. Party A terminates this agreement in accordance with the third paragraph of Article 9;
3. Other circumstances stipulated by laws and administrative regulations.

XI. Proprietary information and restrictions on competition

(I) Proprietary information

1. Party B agrees to strictly keep confidential for any proprietary information of Party A obtained or created by Party B during and after Party B's employment with Party A, not disclose such proprietary information to any person, business or company, and not use or assist in using any proprietary information for any purpose. Party B further agrees that Party B will not delete, copy or extract such proprietary information unless Party A makes explicit requirements to enable Party B to perform Party B's duties. Such proprietary information is known to or may be known to Party B due to Party B's employment with Party A, including but not limited to Party A's disclosure to Party B, or acquirement from Party A or other means due to Party B's current work.
2. Party B knows that the "proprietary information" includes any proprietary information, technical data, trade secrets, or technical know-how, including but not limited to research, product plans, products, services, suppliers, customer lists, prices and costs, markets, software, development, inventions, processes, formulas, technologies, designs, drawings, engineering, hardware configuration, information, marketing, licensing, finance, budget, personal information (including the personal capabilities of Party B) or other business information disclosed by Party A to Party B, which are owned by Party A, or owned by Party A's affiliates, or owned by Party A and its affiliates' customers, are not known to the public, are capable of bring benefits to Party A or its affiliates or its affiliates' customers, are related to production or business operations, and are kept secret by Party A through this agreement or other means. The disclosure can be made by Party B directly or indirectly in written form or verbally during Party B's employment, regardless of whether it is during working hours.
3. Party B knows that "proprietary information" also includes, but is not limited to, information on various aspects of Party A's business, either information not known to Party A's actual or potential competitors, or Party A or its customers or its supplier's proprietary information, regardless of whether the information is technical or not.
4. Party B acknowledges that Party A has absolute ownership or right to use proprietary information, and Party B shall not raise any objection or claim any rights to Party A's ownership or use right, and that Party B shall not, except for work needs and obtaining

written consent from Party A, request or claim any owner's rights on such proprietary information anywhere in the world in the name of itself or other individuals, businesses or companies.

5. Party B declares that as an employee of Party A, Party B has not and will not violate any agreement regarding confidentiality of proprietary information, knowledge or data obtained by Party B under confidentiality or on trust before or after being employed by Party A. Party B will not disclose to Party A or its employees, or use or otherwise infringe any invention or confidential or proprietary information belonging to the original employer or any other parties for the benefit of Party A. If Party B violates the above regulations, Party B shall bear all the consequences, and it has nothing to do with Party A.

6. Party B confirms that Party A has and will receive their confidential or proprietary information from a third party. Party B agrees to strictly keep these confidential or proprietary information confidential, not to disclose to any person, business or company, not to use or otherwise infringe on this information (but except for those necessary when Party B works for Party A in compliance with the provisions of the agreement signed between Party A and such third party).

7. Party B declares that Party B's performance of all the terms of this agreement does not violate the agreement for confidentiality of proprietary information obtained by Party B under confidentiality or on trust before being employed by Party A. Party B has not signed, and agrees not to sign any oral or written agreement that conflicts with any clause of this agreement.

8. Party B agrees that the consideration for fulfilling the aforementioned confidentiality obligations is included in the wage. At the same time, Party B agrees and promises that Party B will immediately return to Party A or Party A's designated person proprietary information and all other files, documents, tapes, computer disks and correspondence that are made, belong to, or are retained or controlled by Party B during the employment, when Party B relieves or terminates the labor relationship with Party A for whatever reason or when Party A makes a corresponding request. Party B has no right and shall not keep copies of such proprietary information and files. The property rights and copyrights of these items belong to Party A.

(II) Competition restriction

1. Party B guarantees that during its employment by Party A or (for any reason) within 24 months after terminating its employment with Party A, Party B will not in any direct or indirect way:

(a) lobby or try to induce, recruit and employ the following persons or entities to leave Party A to compete with Party A or any of its group companies or reduce business dealings with Party A:

(i) persons, firms, companies or other organizations that are clients of Party A or any of its group companies or have habitual transactions with Party A or any of its group companies within 24 months prior to the aforementioned termination date, and has contact with or learned of or known to Party B during Party B's employment of Party A; or

(ii) Party A's employees, directors, consultants or consultants;

(b) Employ or hire employees, consultants, consultants of Party A or any of its group companies, or persons who have a service agreement with Party A or any of its group companies, or use services provided by Party A or any of its group companies.

2. Unless agreed in written form by Party A, for whatever reasons, Party B will not be self-employed during the period of employment and within two years after resignation, will not be employed in any direct or indirect ways by companies, individuals, firms or organizations having similar products or with similar business scopes with Party A, and will not be engaged in businesses that have a competitive relationship with Party A.

3. Party B agrees that Party A has the right to decide and notify Party B in written form before, when or after terminating or relieving the labor relationship, based on the actual situation at that time, that Party B does not need to perform the competition restriction obligation, otherwise, Party B will perform the obligation. In this case, Party A shall pay Party B a monthly compensation for the restriction of competition within the non-competition period. The total amount of the compensation shall be equivalent to Party B's wage for the seven months before the departure. Party B agrees that the compensation fee has constituted a reasonable compensation for Party B's performance of the competition restriction obligation.

4. If Party A informs Party B in advance that it is not required to perform the competition restriction obligation, and Party B has begun to perform the obligation, Party A will pay Party B a compensation fee equivalent to the part of the obligation that has been performed, and bear only the compensation fee limited responsibility. However, if the competition restriction compensation fee paid by Party A to Party B in advance is higher than the actual fee due to Party B, Party B shall return the higher part timely.

5. Party B agrees that he/she is obligated to provide Party A with information on employment status or the status of fulfilling the competition restriction obligations in a timely manner, and shall assist Party A in understanding such information. Party A is obliged to keep this information confidential.

XII. INVENTION

(I) Inventions that can be retained and licensed

1. In case that Party B has created, prior to its employment with Party A, invention(s), original work(s) with Party B as original author, development(s), improvement(s) and trade secret(s) (hereinafter referred to as "previous inventions"), that belong to Party B, are related to Party A's business, product or research and development and are not assigned to Party A, Party B shall describe such previous inventions in a list attached to the present agreement; if there is no such list to be attached thereto, Party B declares that there are no such previous inventions; if Party B incorporates any previous invention into any product, process or machine of Party A, then Party B hereby grants and will grant Party A non-exclusive, royalty free, irrevocable, permanent and worldwide license rights (and the sub-license right), and grants Party A the right to create, modify, use, sell and distribute the previous inventions that are part of or related to products, processes or machines.

(II) Invention assignment

1. In developing any invention, original work with Party B as original author, development, concept, improvement or trade secret, Party B agrees to make full disclosure to Party A in written form promptly whether or not the invention is patentable or registrable under the provisions of copyright law or similar laws.

2. Party B assigns to Party A all rights, ownership and interests he enjoys in worldwide in all inventions, original works with Party B as original author, developments, concepts, improvements or trade secrets conceived or developed or put into practice by Party B alone or jointly with others during his employment with or as a consultant to Party A (referred to as "invention" in the present agreement) whether or not the invention is patentable or registrable under the provisions of copyright law or similar laws.

3. Party B further confirms that, inventions created by Party B alone or jointly with others in connection with Party A's business, production or research during his employment with or as a consultant to Party A using the working conditions provided by Party A, and inventions developed by Party B within one year after leaving Party A in connection with Party B' original work (to the maximum extent permitted by applicable laws) are all "service inventions". Except for the right to receive an appropriate form of reward from Party A for the above service inventions, at no time should Party B claim or make any claim for such service invention.

4. In addition to the work assigned, Party B knows that the requirement to assign inventions to Party A does not apply to inventions developed by Party B in its own time without using Party A's equipment, materials, facilities or trade secret information, except for the following inventions: (1) during the formation or putting into practice of the invention, inventions being related to Party A's business or related to research or development that is actually carrying out by Party A or is predictable as indicated by Party A; (2) inventions resulting from Party B's work for Party A. In this regard, Party B shall promptly notify Party A in written form.

(III) Record keeping

1. Party B agrees to keep existing written records of all inventions created (alone or jointly with others) during its work for Party A. Notes, sketches, pictures, and other forms may be taken for the records. The records will be available for inspection by Party A at any time and shall be completely considered as the property of Party A. Party B agrees not to remove the records from Party A's business premises.

(IV) Patent right and copyright

1. Party B agrees to assist Party A in an appropriate manner to ensure that Party A has the right to the previous invention and any copyright, patent, trademark, spiritual right or other intellectual property right related thereto in any country. Party B agrees to assist Party A in disclosing all relevant information and materials to Party A in a timely manner, and sign all applications, specifications, oaths and all other documents required by Party A so that Party A can apply for or obtain the above intellectual property rights. Party B agrees and will assist in the transfer and assignment of the sole exclusive right, ownership and interest in the invention and any copyright, patent or other intellectual property rights related thereto to Party A. Party B further agrees that its obligation to sign any documents will continue to be valid after its departure from Party A.

2. If, for any reason, Party A fails to obtain the signature of Party B to apply for or continue to apply for any patent or copyright registration assigned to Party A, Party B hereby irrevocably designates and appoints Party A and its officially authorized personnel as Party B's agents and trustees, to act for or on behalf of Party B, to sign and submit applications, and to take all other actions permitted by law to further apply for, submit, maintain and issue a patent or copyright registration with the same legal effect as one signed by Party B. Party B hereby waives its current or subsequent right to lodge a claim against Party A of any nature for any infringement of all exclusive rights assigned to Party A.

(V) Notification to other parties

1. If Party B no longer works for Party A, Party B hereby agrees that Party A shall notify its new employer of its rights and obligations hereunder.

XIII. Compensation for breach of agreement

(I) Party B acknowledges that his/her compliance with the commitments and obligations under Articles 11 and 12 of this agreement are express conditions for Party A to agree to establish a labor relationship with him/her. Party B agrees that when Party A can prove that Party B has violated the above obligations, Party A has the right to immediately

terminate the labor relationship with Party B. At the same time, Party B shall immediately stop the breach of agreement and shall pay Party A a total of seven months of liquidated damages. If Party A can prove that the actual losses suffered due to Party B's breach of agreement exceed the liquidated damages, Party B shall also compensate Party A for the difference between the liquidated damages and the actual losses.

XIV. Labor disputes

(I) When a labor dispute occurs between Party A and Party B, they shall strive to resolve it through negotiation; if the negotiation fails, they may apply to the Labor Dispute Mediation Committee for mediation. However, both parties or either party may directly apply for arbitration to the Labor Dispute Arbitration Committee where Party A is located within the prescribed time limit after the labor dispute occurs. After the arbitration award, the party that does not obey the arbitration award may file a lawsuit in the people's court where Party A is located within 15 days from the date of receipt of the arbitration award.

XV. Supplementary Provisions

(I) Party B confirms that the address filled in in this agreement is a valid mailing address, and any documents sent to that address will be deemed to have been delivered from the date of issuance. Party B shall timely notify Party A in written form when changing his/her mailing address, and Party B shall bear all the delays and related legal liabilities caused thereby.

(II) Party B promises and guarantees that he/she has not violated the obligations stipulated in the agreement with the original employer, and that his/her acceptance of Party A's employment will not violate the confidentiality agreement and other relevant agreements that have been signed with the original employer, and will not make Party A bear to any third party any legal liabilities arising from the employment of Party B.

(III) Party B shall spend all of his/her time, energy and skills in performing his duties under this agreement during his/her work, be loyal and diligent to Party A, and do his/her best to serve Party A.

(IV) Party B promises that the basic status and information directly related to this agreement provided to Party A during the recruitment process are true and effective. If there is any change in such information, Party B shall notify Party A in a timely manner. If Party B fails to notify timely or provides false information, Party B shall bear the legal responsibility arising therefrom.

(V) If the terms of employment provided by Party A in the offer of employment are inconsistent with this agreement, this agreement shall prevail. If not stipulated in this agreement, the relevant content in the offer of employment shall be used as a supplement to this offer of employment.

(VI) For matters not covered, both parties can sign a supplementary agreement. If any clause of this agreement is inconsistent with national laws and regulations, the national laws and regulations shall prevail.

(VII) This agreement is in duplicate, each party holding one copy, and both parties having the same legal effect.

Party A: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Signature:

Date: 2018.4.28

Party B: XU Yanchao

Signature:

Date: 2018.4.28

劳 动 合 同 书

甲方：展讯通信（上海）有限公司

乙方：徐彦超

展讯通信（上海）有限公司

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展讯通信(上海)有限公司

劳动合同

本劳动合同(“合同”)由展讯通信(上海)有限公司(地址:上海浦东张江祖冲之路2288弄展讯中心1号楼),一家依中华人民共和国(“中国”)法律组建存续的企业(“甲方”),和 徐彦超 (出生年月: 1988.3.16, 户籍所在地: 上海市浦东区浦建路99号, 住所地: 上海市浦东区沪南路全平小区302室, 身份证号码: 37142219880316604 [护照号码: _____], 以下简称“乙方”), 根据《中华人民共和国劳动合同法》(“劳动合同法”)及其他有关适用的法律法规, 双方在平等自愿协商的基础上, 于 2015 年 5 月 19 日签订。

第一条 合同期限、试用期限

- 1.1 本合同期限(包括下述试用期)为 叁 年, 除非根据本合同约定的终止或解除条款或国家及地方法律法规的相关规定本合同提前解除或终止, 本合同的有效期限应自 2015 年 5 月 19 日起至 2018 年 5 月 18 日止, 其中前陆个月为试用期, 自 2015 年 5 月 19 日起至 2015 年 11 月 18 日止。乙方应具有完全行为能力, 身体健康, 诚信守法, 有与其学历、资历或经历基本相符的工作技能, 并符合甲方在录用时公布的录用条件。
- 1.2 在试用期内, 根据有关法律法规规定, 甲、乙双方均有权依法以书面形式通知对方解除本合同。乙方在试用期内如被证明不符合录用条件, 甲方随时可以解除本合同。
- 1.3 在本合同签订时, 乙方应秉持诚信原则向甲方提供其必要的、真实的有效的个人资料和信息, 包括但不限于乙方真实完整的身份、学历、家庭以及工作经历等证明, 乙方对其资料和信息真实性负责。
- 1.4 乙方须在入职之日向甲方递交包括但不限于以下相关人事关系资料:
 - (1) 劳动手册与退工单
 - (2) 档案存档凭证
 - (3) 社保与住房公积金状态或提供个人公积金帐号
 - (4) 报到证(应届毕业生)

- (5) 党组织关系转移单
- (6) 甲方要求的其他必需资料

乙方有义务协助甲方办理合法的用工手续及相关事宜，并及时将签署后的劳动合同与包括但不限于本 1.4 条所列资料交给甲方。如因乙方原因使甲方无法办理合法的用工手续及相关事宜的，由乙方承担一切后果。甲方在收齐所需要的材料后，为乙方办理录用手续及社保、公积金等其他相关手续。

自用工之日起一个月内，经甲方书面通知后，乙方仍不与甲方订立书面劳动合同的，甲方可以依法与乙方终止劳动关系。

第二条 工作岗位、工作职责

- 2.1 乙方同意被甲方安排到 PS 部门的 高级协议软件工程师 岗位 E05 职级从事工作。聘用时工作地点为 上海，甲方根据经营和工作需要可在甲方所在城市的范围内变更乙方的工作地点，乙方应遵从甲方的合理调整 and 安排。甲方可以安排乙方从事出差、异地派驻或轮岗工作，乙方应遵从甲方的合理调整 and 安排。
- 2.2 乙方在此同意甲方有权根据已制订并不时修订的考核方案和程序对乙方进行业绩评估，并可根据乙方的工作能力、健康状况、工作表现和甲方的业务需要调整乙方的工作岗位和职责范围，乙方应服从甲方的安排。
- 2.3 乙方应按照甲方的要求，按时完成分配的工作，达到规定的质量标准。乙方应尽最大努力按照其上级主管的指示完成本职工作，应与其主管及同事配合工作，遵守本合同的条款及甲方制订并不时修订的包括《员工手册》在内的甲方规章制度。乙方不应从事任何违反中国法律或损害甲方及其关联公司利益的活动；乙方不应利用在甲方的工作岗位及工作便利和职权直接或间接地为自己谋取私利。乙方未得到甲方事先书面同意，不得直接或间接地参与或帮助任何第三方从事与甲方及其关联公司业务相同、相似且有竞争关系的任何商业活动，也不得以任何形式受雇于甲方及其关联公司以外的其它经济组织。

第三条 工作时间和休息休假

3.1 工作时间

甲方实施相关法律法规规定的[标准/不定时]工作制。乙方的实际工作时间经甲方根据相关的法律法规及岗位的实际工作需要确定为以下[3.1.2]工时制度（乙方只适用下述一种工时制度）：

3.1.1 标准工时制：乙方正常工作时间每周自星期一至星期五，每天工作八小时，每周工作四十小时（不包括上下班在途时间、用餐和休息时间）。

3.1.2 不定时工作制：根据乙方的工作性质和工作特点，甲方已经取得有关劳动保障部门的批准，乙方将按照不定时工作制工作，在该不定时工作制下，乙方在工作日及双休日的加班工作将不受支付加班工资规定的约束。

3.2 如乙方所在工作岗位经甲方向有关劳动行政部门申请变更为不定时工作制的，则乙方同意，前述 3.1 条的工作时间制度做相应变更，依照甲方所获得的相关行政审批文件执行。

3.3 工作时间调整

在法律允许的范围之内，经与乙方协商后，甲方可依据需要更改乙方的工作日程，包括调整乙方工时制度或变更工作日的起始和结束时间。根据工作要求以及相关中国法律法规的规定，甲方亦可以合理的延长乙方的工作时间或要求乙方在双休日及节假日加班。乙方加班应获得甲方授权主管的书面批准，否则该额外工作时间不视为加班。甲方将依据中国劳动法律法规、甲方政策规定及乙方工时制度来依法安排乙方调休或向乙方支付加班费。

3.4 休息休假

乙方享有中国政府规定的法定节假日和双休日，并适用国家法律法规规定的其它假期。上述假期的规定参见甲方相关规章制度。

第四条 生产、工作条件和劳动保护

- 4.1 甲方为乙方提供符合中国政府规定的安全卫生工作环境。
- 4.2 甲方根据生产经营需要，按照中国政府和甲方的规定，向乙方提供岗位必需的职业道德、职业技能、安全培训及劳动防护设施。
- 4.3 乙方应当严格遵守甲方的各项安全规定及操作规程，正确使用甲方提供的各种工作设备和劳动保护设施。

第五条 劳动报酬

- 5.1 甲方对乙方实行按岗按职级定薪制度，乙方的工资不低于当地政府规定的最低工资标准。乙方目前的具体薪资以《工作邀请函》第四条薪资情况中写明的每月税前工资为准。甲方依据对乙方绩效评估，结合乙方实际的工作表现、岗位职级的变动等其它甲方认为的必要因素，有权依法对乙方的薪资作相应的调整。
- 5.2 除非法律或甲方另有规定，乙方的工资已经包含了甲方依法应予以支付的各项补贴、津贴或其他费用。甲方将在每月 20 日支付乙方上个月的工资（如因特殊原因最多不晚于每月二十五日支付并将事先告知乙方），支付方式为法律许可的支付方式。若乙方于发薪日前 5 个工作日内入职或于发薪日以后入职，乙方在此确认并同意甲方将乙方的当月薪资与次月薪资合并于次月发薪日一并发放。
- 5.3 甲方将按照适用法律、乙方工时制度及甲方《员工手册》所规定的标准支付乙方工作日、双休日及法定节假日甲方安排加班的加班费。有关工作日、双休日及节假日加班费的具体计算比例按国家劳动法律法规规定执行。
- 5.4 甲方依法代扣代缴法律规定的个人所得税、社会保险费、住房公积金和其他费用。甲乙双方同意，根据法院判决、仲裁裁决或者其他规章制度中列明要求乙方向甲方支付的费用，甲方可以从应向乙方支付的工资报酬中予以扣除。
- 5.5 甲方将根据经营业绩及盈利状况以及乙方在考核期内完成岗位目标任务过程中工作成效、工作表现及工作时间等其他甲方认为的必要因素自主决定向乙方发放

奖金的数量。具体发放办法将根据甲方另行制定及不时修订的奖金发放方案执行。

- 5.6 合同期内，甲方有权依据相关法律法规规定及甲方经营效益、乙方工作表现、岗位变化等情况调整乙方劳动报酬。

第六条 社会保险、福利待遇

- 6.1 在合同期内，甲方按照当地有关规定向当地政府指定的机构，为乙方办理养老保险、住房公积金、失业保险、医疗保险等基本社会保险手续，但因乙方自身原因导致无法缴纳的除外。前述养老保险、住房公积金、失业保险、医疗保险等基本社会保险中根据法律规定应由个人缴纳的部分应由乙方自行承担并由甲方负责从乙方的每月工资中代为扣缴。甲方直接提供给乙方的福利待遇，应遵守国家的法律法规规定、《员工手册》以及其他甲方的政策，除此之外甲方没有义务支付乙方任何其他费用。
- 6.2 乙方在甲方工作期间生病或非因工负伤时应享有医疗期。乙方的医疗期适用甲方根据国家及地方有关规定而制定的规章制度。
- 6.3 如果乙方因特殊需要请假，需经甲方根据甲方的现行有效的规章制度批准。未经批准擅自脱岗将视为旷工。
- 6.4 乙方保证及时向甲方提交办理本合同第 6.1 条所述之基本社会保险所必须的有关信息资料、凭证等。

第七条 劳动纪律及奖惩

- 7.1 甲方可根据中国法律法规的规定制订或不时修订适用于乙方的包括《员工手册》、政策、工作守则及措施在内的甲方规章制度，乙方应予以严格遵守。
- 7.2 乙方应当在工作中严格遵守甲方的规章制度，自觉履行甲方各项制度中的要求，

严格遵守工作场所安全卫生规章、工作程序和操作规范；不损害甲方的财产，遵守职业道德；严格按照甲方的规范参加甲方组织的培训，提高思想觉悟和职业技能，甲方公布的规章制度构成本合同的组成部分，与本合同具有同等效力。

- 7.3 如果乙方违反甲方规章制度，甲方有权按照该等规章制度的规定对乙方予以处罚，包括口头警告、书面警告、解除本合同等。如果因乙方前述违纪、违规行为给甲方带来经济损失的，乙方有义务赔偿甲方相应损失。

第八条 本合同的终止和解除

- 8.1 订立本合同依据的法律、法规、规章发生变化时，本合同的相关规定应相应变更。
- 8.2 乙方有下列情形之一的，甲方可以立即解除本合同而无须向乙方支付经济补偿：
- (1) 在试用期内如乙方被证明不符合录用条件的；
 - (2) 严重违反本合同、《员工手册》（包括但不限于《员工手册》第 9.2.4 条的规定）及甲方规章制度或劳动纪律的规定；
 - (3) 乙方严重失职、营私舞弊，对甲方利益造成壹万元人民币及以上损失或严重损害甲方的；
 - (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) 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本合同的；
 - (6) 乙方被劳动教养的或被依法追究刑事责任的；
 - (7) 法律、法规所规定的其他情形。
- 8.3 有下列情形之一的，甲方可以解除本合同，但须提前三十日书面通知乙方或支付乙方离职前一个月工资的代通知金：
- (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，也不能从事由甲方另行安排的工作的；
 - (2) 乙方不能胜任工作，经过培训或者调整工作岗位后，仍不能胜任工作的；
 - (3) 本合同订立时所依据的客观情形发生重大变化，致使本合同无法履行，经甲乙双方协商不能就变更本合同达成协议的。

8.4 除按照法律规定或双方其他约定外，乙方如欲解除本合同，在试用期内乙方解除本合同应提前三天书面通知甲方。在试用期后，乙方解除本合同应提前三十日书面通知甲方。自乙方书面提出辞职之日起三十日（双方另有约定的除外）内，乙方应遵守甲方要求的工作安排，按甲方规定做好离职前的工作/物品交接，三十日期满，双方之间的劳动关系即结束，在乙方要求解除本合同的情况下，甲方无须支付乙方任何经济补偿。甲方应为乙方办理相关离职手续。

8.5 经甲乙双方协商一致，可以修订或解除本合同。

8.6 有下列情形之一的，甲方不得依照第 8.3 条的规定解除本合同，但符合本合同第 8.2 条和第 8.5 条规定者除外：

- （1）乙方在甲方因工负伤并被确认丧失或部分丧失劳动能力的；
- （2）乙方因病或者非因工负伤在国家规定的医疗期内的；
- （3）乙方在在怀孕期、产期、哺乳期内的；
- （4）乙方在甲方连续工作满十五年，且距法定退休年龄不足五年的；
- （5）法律、行政法规规定的其他情形。

8.7 甲方依据第 8.3 条解除本合同时，应按国家和本市有关规定向乙方支付经济补偿金，经济补偿金的具体支付方式和计算方法适用甲方按国家及地方有关规定而制定的规章制度。

8.8 关于乙方辞职的特别约定

本第 8.8 条的规定对乙方(以打勾表示选择的内容，如选择适用将作为本合同的组成部分)

适用 ☒

不适用 ☐

鉴于乙方的工作岗位是涉密岗位（包括但不限于参与研发或涉密项目），甲乙双方特别约定，乙方在试用期满后提出解除本合同的应提前 30 日以书面形式通知甲方，在此期间甲方可安排乙方转岗。

第九条 合同终止

9.1 发生下述任何一种情况时，本合同自动终止：

- (1) 本合同期满；
- (2) 乙方达到法定退休年龄的；
- (3) 乙方死亡、或被人民法院宣告死亡或宣告失踪的；
- (4) 甲方被依法宣告破产的；
- (5) 甲方被依法撤销、歇业、责令关闭、宣告破产解散的；
- (6) 法律、行政法规规定的其他情形；

9.2 除上述第 9.1 条的规定外，本合同依第八条的规定被解除后终止。

第十条 本合同终止及解除后的交接

10.1 乙方应在本合同终止或解除之日，向甲方移交或归还所有由其使用或保存的属于甲方的财产，包括但不限于：

- (1) 甲方依本合同为乙方提供的与雇用有关的所有工作服装、工具、设备、钥匙、门卡以及交通工具；
- (2) 乙方负责保管、使用或在其控制范围内的所有有关甲方的文件、记录、档案、资料和数据的原件及其复印件；
- (3) 甲方提供的电脑、磁盘、光碟和其他办公用具；
- (4) 乙方向甲方暂支、暂借尚未归还的任何款项；
- (5) 如甲方在本合同有效期内根据甲乙双方之间的协议向乙方提供居住房屋，乙方应在本合同终止或解除之日起的 7 天内向甲方交还房屋及房屋内设施。

10.2 乙方应在本合同终止或解除之时向甲方指定的甲方其他员工移交工作，包括但不限于：乙方之前负责的业务和工作以及进展情况；乙方联系的客户、供应商名单和联系方式等。

10.3 乙方不应保存前述 10.1 条及 10.2 条规定的所有文件的原件或复印件。交接程序完成之前，未将甲方允许，乙方不得擅自离职守。若乙方违反上述移交约定而给甲方造成任何损失或损害，则乙方须对由此造成的甲方损失承担赔偿责任。

- 10.4 在本合同终止或解除后，甲方根据法律和本合同的规定应当向乙方支付的经济补偿在乙方完成上述 10.1、10.2、10.3 条的移交时支付。

第十一条 保密条款

- 11.1 乙方在本合同存续期间以及与甲方终止或解除本合同后，均应保守甲方的商业秘密。

本合同所指的商业秘密是指所有不为公众所知、所有与甲方或甲方的任何关联企业相关的业务、资产、客户、财务或其它任何事宜的信息，甲方的商业秘密包括但不限于下列各项：

- (1) 甲方的研发信息；产品规划、服务、技术、设计、图纸（含草图）、工程管理、硬件配置信息；
 - (2) 甲方的培训内容、培训资料和研发文件；
 - (3) 甲方的财务计划、规定、报表、数据或报告；
 - (4) 甲方的客户名单、经营策略、销售资料、数据或报告；
 - (5) 甲方的管理要求、劳动纪律和规章制度、工资、股票期权、奖金标准以及有关资料、数据或报告；
 - (6) 已注明“保密”或“机密”字样的所有甲方信息。
- 11.2 乙方认识到保守甲方的商业秘密是乙方的法定义务。乙方违反本条款时，甲方有权立即解除本合同并追究乙方的违约责任。
- 11.3 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主、用人单位或任何公司、个人的关于保密义务的约定和协议。
- 11.4 乙方同意，对其获披露的甲方或甲方的任何关联企业、客户、供应商及其它合作伙伴的商业秘密仅可将之用于某些甲方限定的目的，未经甲方书面同意或授权，乙方不得以任何方式将其直接或间接地向任何第三方透露、泄漏。同时乙方也有义务防止商业秘密被透露、泄密、遗失及不当使用。
- 11.5 本合同终止或解除时，乙方应将其保管的所有的甲方的文件和资料按本合同第十条的规定归还甲方。

11.6 乙方违反本合同有关保密规定，视为乙方严重违反甲方规章制度，甲方有权解除本合同而无须给予乙方任何经济补偿，同时因乙方违反保密规定造成甲方损失的，甲方有权要求乙方承担赔偿责任。

11.7 在本合同终止或解除后，本条款的规定仍然有效。

第十二条 竞业限制

根据乙方的工作性质及岗位职责，本合同第 12.3、12.4 条竞业限制的规定对乙方（以打勾表示选择的内容，如选择适用将作为本合同的组成部分）：

适用 ☐

不适用 ☒。

12.1 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主或任何公司、个人的关于不竞争义务的约定和协议。若发生任何违反本条款的行为，乙方有义务承担由此造成的任何损失，甲方不承担任何责任。

12.2 本合同有效期内，未经甲方书面许可，乙方不得在任何其他组织任职或兼职。

12.3 鉴于乙方的工作性质，甲方有权要求乙方在与甲方终止或解除本合同之日起的[贰拾肆个]月之内（下称“竞业限制期间”），不得到全球范围内与甲方生产同类产品或经营同类业务或具有竞争关系的其他用人单位任职，也不得自己生产与甲方有竞争关系的同类产品或经营同类业务。乙方同意其离职后是否需要履行竞业限制义务以甲方书面通知为准。如果甲方书面要求乙方离职后履行竞业限制义务的，则竞业限制期内甲方将按月向乙方支付竞业限制补偿金，每月补偿金数额相当于乙方工资（按终止或解除本合同前 12 个月乙方月平均工资计）的 30%（如当地政府的法规、规章有不同规定的，按当地政府的规定执行）。

12.4 在乙方离职前和离职时，甲方有权随时解除乙方竞业限制的义务。

12.5 甲乙双方知悉并同意若双方签署《竞业限制协议》，则《竞业限制协议》为本合同不可缺少的附件，若本合同条款与《竞业限制协议》条款约定相冲突，则以《竞

业限制协议》条款之约定为准。

第十三条 知识产权、公司财产

- 13.1 本合同期限内，乙方因执行本单位的任务或者利用甲方或甲方关联公司的物质技术条件、商业秘密以及经营上的便利等所取得的专利权（包括专利申请权）、商标权、著作权、技术思想、技术方案、研究成果等知识产权及与此相关的成果及乙方在离开甲方后一年内开发的与原工作任务有关的发明和创造等知识产权（以下简称“职务成果”）均属于甲方所有，另有约定除外，乙方对该等职务成果在什么时候不得主张或提出任何请求或权利要求，包括但不限于提出任何经济补偿、费用支付的要求。甲方有权充分利用该等职务成果，包括但不限于用于生产、经营或者向第三方转让或许可。乙方应当按照甲方要求，采取一切必要措施，以协助甲方取得和行使该等职务成果而产生的知识产权。
- 13.2 如在乙方受雇于甲方之前，存在任何由乙方作出的与甲方的业务、产品或研发有关的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密（合称“受雇前发明”）的，乙方应在本合同签订之时书面通知甲方。否则，如果没有前述有关受雇前发明的书面通知，乙方确认即视为不存在该等受雇前发明。乙方同意将不会把任何受雇前发明融入甲方的产品、程序或机械。

在本合同有效期内，如果乙方符合上述拥有受雇前发明的规定并且将任何自身拥有的或享有权益的受雇前发明融入甲方的产品、程序或机械中，乙方确认拥有所有必要的权利、权限和授权，以按照当前使用的方式使用该等受雇前发明，并且该等使用将不会侵犯任一公司、组织或个人的任何权利。而且在该等情况下，乙方特此授予甲方及甲方关联公司的每一成员，且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等受雇前发明。如果因甲方及甲方关联公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为，而使甲方及甲方关联公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，包括因解决争议而发生的合理的律师费及开支，乙方同意赔偿甲方及甲方关联公

司，使其免受损害。

13.3 乙方进一步确认与其工作有关或利用甲方的设施创造的、收到的或传送的所有文件（包括电脑记录、传真和电子邮件）和资料属于甲方的财产，这些财产在任何时候都属于甲方所有。当乙方与甲方劳动合同关系结束时（或其他任何甲方要求的时间），乙方应立即向甲方移交与工作相关的所有文件和资料。在本合同终止后，乙方在任何情况下都不得占有甲方的任何财产，或含有保密信息的任何文件或资料或复印件。

13.4 当乙方与甲方结束劳动合同后，乙方承诺将本条下的权利和义务通知新的用人单位。

第十四条 培训和资助

甲方将为乙方提供与其工作岗位相适应的在职培训。在甲方认为合适的情况下，可以为乙方提供专项培训，由于为乙方提供专项培训而签订的服务期协议将作为本合同不可分割的附件。

第十五条 乙方与前用人单位的关系

乙方声明和保证其本人已与前用人单位结束服务或聘用关系，并且乙方本人与该用人单位签订的所有文件中的继续存在条款不会影响本合同的签订和履行。乙方有义务保护前用人单位的商业秘密，乙方不得将前用人单位的商业秘密带入甲方，乙方在任何情况下都不得使用前用人单位的商业秘密。若发生任何违反本条款的行为，乙方有义务承担由此给甲方或前用人单位造成的任何损失，甲方不承担任何责任。

第十六条 特别约定条款

- 16.1 甲方将依法不时修订和颁布甲方的规章制度。乙方有义务通过包括但不限于甲方办公网、《员工手册》等渠道及时了解甲方现行的规章制度，这些规章制度（含《员工手册》）都是本合同的附件，与本合同具有同等效力。
- 16.2 乙方承诺在本合同有效期内以及因任何原因与甲方终止劳动关系之日起的十二(12)个月内，乙方将不会直接或间接的引诱、促使、招募或鼓励甲方及其关联公司的任何员工离职，也不会为其本人或其他个人或组织的利益，带走、或试图引诱、促使、招募、鼓励或带走甲方及其关联公司的雇员、供应商、客户或顾问。

第十七条 违约责任

- 17.1 任何一方违约且给对方造成经济损失的，须依法承担违约责任，并根据违约责任的大小及给对方造成的经济损失的程度支付赔偿金。
- 17.2 乙方若违反有关适用法律法规和本合同第十二条的有关竞业限制的约定（如乙方适用），乙方应向甲方支付违约金，违约金金额等于乙方离职前两年的劳动报酬总额，并返还本合同第 12.3 条约定已支付的补偿金。若该违约金不足以弥补甲方实际损失的，甲方有权要求乙方赔偿甲方的损失。若造成甲方重大经济损失，甲方将保留提出法律追究的权利，并追索相应的经济赔偿。乙方若违反本合同第十四条有关服务期的规定，应当按照约定向甲方支付违约金。

第十八条 劳动争议的处理

- 18.1 甲乙双方因履行本合同而发生劳动争议时，适用下列劳动争议处理程序。
- 18.2 劳动争议处理程序为：
- (1) 甲乙双方协商解决。

- (2) 争议的一方或双方也可以直接向对争议有管辖权的劳动争议仲裁委员会申请仲裁。
- (3) 不服仲裁裁决的一方,可继续向具有司法管辖权的人民法院提起诉讼。

如法律对劳动争议处理有新的法律规定,按新颁布实施的法律法规相应调整本条规定。

第十九条 通知

- 19.1 除非经对方事先通知更改地址,否则履行本协议过程中所有的通知均应以专人派送、特快专递、传真、挂号邮件发往下述通讯地址:

甲 方:展讯通信(上海)有限公司
地 址:上海浦东张江祖冲之路 2288 弄展讯中心 1 号楼
邮政编码: 201203
电 话: 20360600
传 真: 50802996
联 系 人: 人力资源部

乙 方: 徐彦超
联系地址: 上海市浦东新区和平小区302室
邮政编码: 200000
电 话: 13524147987

乙方的上述联系地址为乙方同意的甲方向乙方送达法律文书的送达地,送达方式为邮寄送达(包含特快专递),只要甲方证明已经将送达的法律文书邮寄至乙方住址,无论乙方是否实际收到,均视为已经送达。若乙方住址发生了变化,应在变化后的第二日书面通知甲方。如乙方未能及时更新住址变化信息致使甲方基于原来的信息向其发出文件的,视为已经送达。

第二十条 其他

- 20.1 本合同的附件为本合同不可分割的一部分。本合同用中文签署,正本一式两份,甲方保留一份原件,乙方保留一份原件。本合同自甲乙双方签字之日起生效,且

每一份原件具有同等法律效力。甲乙双方承诺任何一方不得向不相关的第三方泄漏本合同内容及相关事宜。

- 20.2 对本合同的修改应以书面作成, 并经双方签署后方能生效。双方须根据劳动合同法和其他适用法律、法规(如适用)以及甲方的规章和制度来解释和执行本合同。
- 20.3 本合同期满, 经甲乙双方协商可以重新签订劳动合同, 甲乙双方同意重新签订劳动合同的, 双方应在本合同项下的合同期届满前或届满时重新签订新的劳动合同。
- 20.4 本合同条款如与国家法律、法规相抵触时, 以国家法律、法规为准。
- 20.5 本合同未尽事项由甲乙双方另行协商并以书面的补充协议确定。

乙方特此声明:

1. 本人在签署此劳动合同之前已经仔细通读并了解本劳动合同中的所有条款和其效力。本人在此声明并保证, 本人可以合法地签署本合同并受本合同约束。本人签订和履行本合同没有而且将来也不会违反对本人有约束力的与任何之前的用人单位签订的合同或协议, 也不会违反对其有约束力的任何其他组织或机构的规定。
2. 本人知晓签署此劳动合同是完全出于本人自愿。
3. 在签署此劳动合同之前甲方已经给予本人合理的时间予以考虑并对相关合同条款给予了解说明, 乙方特此声明对本合同所有条款理解并知晓因此产生的一切法律责任与后果。

本合同由甲乙双方在____日期签署。

甲方: 展讯通信(上海)有限公司

乙方: 徐彦超

(盖章)

签名: 徐彦超

____年____月____日

2015 年 5 月 19 日

劳 动 合 同 书

甲方：展讯通信（上海）有限公司

乙方：徐彦超

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展讯通信(上海)有限公司

劳动合同

本劳动合同(“合同”)由展讯通信(上海)有限公司(地址:中国(上海)自由贸易试验区祖冲之路2288弄展讯中心1号楼),一家依中华人民共和国(“中国”)法律组建存续的企业(“甲方”),和徐彦廷(出生年月:1988-03-16,户籍所在地:上海市浦东新区建中路126弄23号201)住所地:上海市浦东新区建中路126弄23号201身份证号:31151219880316604[护照号码:_____],以下简称“乙方”),根据《中华人民共和国劳动合同法》(“劳动合同法”)及其他有关适用的法律法规,双方在平等自愿协商的基础上,于2018年4月28日签订。

第一条 合同期限

- 1.1 本合同期限为叁年,除非根据本合同约定的终止或解除条款或国家及地方法律法规的相关规定本合同提前解除或终止,本合同的有效期应自2018年5月19日起至2021年5月18日止。乙方应具有完全行为能力,身体健康,诚信守法,有与其学历、资历或经历基本相符的工作技能,并符合甲方对乙方设置的考核条件。
- 1.2 在本合同履行过程中,如乙方个人信息变更的,乙方应秉持诚信原则及时主动向甲方提供其个人资料和信息,包括但不限于乙方真实完整的国籍、身份、学历、家庭以及紧急联系人等证明,乙方对其资料和信息真实性负责。否则,相关法律责任与后果,由乙方自行承担。

第二条 工作岗位、工作职责

- 2.1 乙方同意被甲方安排到WIFI SH部门的WCN 高级软件工程师岗位从事工作。聘用时工作地点为上海,甲方根据经营和工作需要可在甲方所在城市的范围内变更乙方的工作地点,乙方应遵从甲方的合理调整 and 安排。甲方可以安排乙方从事出差、异地派驻或轮岗工作,乙方应遵从甲方的合理调整 and 安排。

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- 2.2 乙方在此同意甲方有权根据已制订并随时修订的考核方案和程序对乙方进行业绩评估，并可根据乙方的工作能力、健康状况、工作表现和甲方的业务需要调整乙方的工作岗位和职责范围，乙方应服从甲方的安排。
- 2.3 乙方应按照甲方的要求，按时完成分配的工作，达到规定的质量标准。乙方应尽最大努力按照其上级主管的指示完成本职工作，应与其主管及同事配合工作，遵守本合同的条款及甲方制订并随时修订的包括《员工手册》在内的甲方规章制度。乙方不应从事任何违反中国法律或损害甲方及其关联公司利益的活动；乙方不应利用在甲方的工作岗位及工作便利和职权直接或间接地为自己谋取私利。乙方未得到甲方事先书面同意，不得直接或间接地参与或帮助任何第三方从事与甲方及其关联公司业务相同、相似且有竞争关系的任何商业活动，也不得以任何形式受雇于甲方及其关联公司以外的其它经济组织。

第三条 工作时间和休息休假

- 3.1 工作时间
- 甲方实施相关法律法规规定的[标准/不定时]工作制。乙方的实际工作时间经甲方根据相关的法律法规及岗位的实际工作需要确定为以下[3.1.2]工时制度（乙方只适用下述一种工时制度）：
- 3.1.1 标准工时制：乙方正常工作时间每周自星期一至星期五，每天工作八小时，每周工作四十小时（不包括上下班在途时间、用餐和休息时间）。
- 3.1.2 不定时工作制：根据乙方的工作性质和工作特点，甲方已经取得有关劳动保障部门的批准，乙方将按照不定时工作制工作，在该不定时工作制下，乙方在工作日及双休日的加班工作将不受支付加班工资规定的约束。
- 3.2 如乙方所在工作岗位经甲方向有关劳动行政部门申请变更为不定时工作制的，则乙方同意，前述 3.1 条的工作时间制度做相应变更，依照甲方所获得的相关行政审批文件执行。

3.3 工作时间调整

在法律允许的范围之内，经与乙方协商后，甲方可依据需要更改乙方的工作日程，包括调整乙方工时制度或变更工作日的起始和结束时间。根据工作要求以及相关中国法律法规的规定，甲方亦可以合理的延长乙方的工作时间或要求乙方在双休日及节假日加班。乙方加班应获得甲方授权主管的书面批准，否则该额外工作时间不视为加班。甲方将依据中国劳动法律法规、甲方政策规定及乙方工时制度来依法安排乙方调休或向乙方支付加班费。

3.4 休息休假

乙方享有中国政府规定的法定节假日和双休日，并适用国家法律法规规定的其它假期。上述假期的规定参见甲方相关规章制度。

第四条 生产、工作条件和劳动保护

4.1 甲方为乙方提供符合中国政府规定的安全卫生工作环境。

4.2 甲方根据生产经营需要，按照中国和甲方的规定，向乙方提供岗位必需的职业道德、职业技能、安全培训及劳动防护设施。

4.3 乙方应当严格遵守甲方的各项安全规定及操作规程，正确使用甲方提供的各种工作设备和劳动保护设施。

第五条 劳动报酬

5.1 甲方对乙方实行按岗位定薪制度，乙方的工资不低于当地政府规定的最低工资标准。乙方的具体薪资详见附件一。甲方依据对乙方绩效评估，结合乙方实际的工作表现、岗位的变动等其它甲方认为的必要因素，有权依法对乙方的薪资作相应的调整。

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- 5.2 除非法律或甲方另有规定，乙方的工资已经包含了甲方依法应予以支付的各项补贴、津贴或其他费用。甲方将在每月 20 日支付乙方上个月的工资（如因特殊原因最多不晚于每月二十五日支付并将事先告知乙方），支付方式为法律许可的支付方式。若乙方于发薪日前 5 个工作日内入职或于发薪日以后入职，乙方在此确认并同意甲方将乙方的当月薪资与次月薪资合并于次月发薪日一并发放。
- 5.3 甲方将按照适用法律、乙方工时制度及甲方《员工手册》所规定的标准支付乙方工作日、双休日及法定节假日甲方安排加班的加班费。有关工作日、双休日及节假日加班费的具体计算比例按国家劳动法律法规规定执行。
- 5.4 甲方依法代扣代缴法律规定的个人所得税、社会保险费、住房公积金和其他费用。甲乙双方同意，根据法院判决、仲裁裁决或者其他规章制度中列明要求乙方向甲方支付的费用，甲方可以从应向乙方支付的工资报酬中予以扣除。
- 5.5 甲方将根据经营业绩及盈利状况以及乙方在考核期内完成岗位目标任务过程中工作成效、工作表现及工作时间等其他甲方认为的必要因素自主决定向乙方发放奖金的数量。具体发放办法将根据甲方另行制定及不时修订的奖金发放方案执行。
- 5.6 合同期内，甲方有权依据相关法律法规规定及甲方经营效益、乙方工作表现、岗位变化等情况调整乙方劳动报酬。

第六条 社会保险、福利待遇

- 6.1 在合同期内，甲方按照当地有关规定向当地政府指定的机构，为乙方办理养老保险、住房公积金、失业保险、医疗保险等基本社会保险手续，但因乙方自身原因导致无法缴纳的除外。前述养老保险、住房公积金、失业保险、医疗保险等基本社会保险中根据法律规定应由个人缴纳的部分应由乙方自行承担并由甲方负责从乙方的每月工资中代为扣缴。甲方直接提供给乙方的福利待遇，应遵守国家的法律法规规定、《员工手册》以及其他甲方的政策，除此之外甲方没有义务支付乙方任何其他费用。
- 6.2 乙方在甲方工作期间生病或非因工负伤时应享有医疗期。乙方的医疗期适用甲方按国家及地方有关规定而制定的规章制度。

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- 6.3 如果乙方因特殊需要请假，需经甲方根据甲方的现行有效的规章制度批准。未经批准擅自脱岗将视为旷工。
- 6.4 乙方保证及时向甲方提交办理本合同第 6.1 条所述之基本社会保险所必须的有关信息资料、凭证等。

第七条 劳动纪律及奖惩

- 7.1 甲方可根据中国法律法规的规定制订或不时修订适用于乙方的包括《员工手册》、政策、工作守则及措施在内的甲方规章制度，乙方应予以严格遵守。
- 7.2 乙方应当在工作中严格遵守甲方的规章制度，自觉履行甲方各项制度中的要求，严格遵守工作场所安全卫生规章、工作程序 and 操作规范；不损害甲方的财产，遵守职业道德；严格按照甲方的规范参加甲方组织的培训，提高思想觉悟和职业技能，甲方公布的规章制度构成本合同的组成部分，与本合同具有同等效力。
- 7.3 如果乙方违反甲方规章制度，甲方有权按照该等规章制度的规定对乙方予以处罚，包括口头警告、书面警告、解除本合同等。如果因乙方前述违纪、违规行为给甲方带来经济损失的，乙方有义务赔偿甲方相应损失。

第八条 本合同的终止和解除

- 8.1 订立本合同依据的法律、法规、规章发生变化时，本合同的相关规定应相应变更。
- 8.2 乙方有下列情形之一的，甲方可以立即解除本合同而无须向乙方支付经济补偿：
- (1) 严重违反本合同、《员工手册》（包括但不限于《员工手册》第 9.2.4 条的规定）及甲方规章制度或劳动纪律的规定；
 - (2) 乙方严重失职、营私舞弊，对甲方利益造成壹万元人民币及以上损失或严重损害甲方的；
 - (3) 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

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- 响，或者经甲方提出，拒不改正的；
- (4) 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本合同的；
- (5) 乙方被劳动教养的或被依法追究刑事责任的；
- (6) 法律、法规所规定的其他情形。
- 8.3 有下列情形之一的，甲方可以解除本合同，但须提前三十日书面通知乙方或支付乙方离职前一个月工资的代通知金：
- (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，也不能从事由甲方另行安排的工作的；
- (2) 乙方不能胜任工作，经过培训或者调整工作岗位后，仍不能胜任工作的；
- (3) 本合同订立时所依据的客观情形发生重大变化，致使本合同无法履行，经甲乙双方协商不能就变更本合同达成协议的。
- 8.4 除按照法律规定或双方其他约定外，乙方解除本合同应提前三十日书面通知甲方。自乙方书面提出辞职之日起三十日（双方另有约定的除外）内，乙方应遵守甲方要求的工作安排，按甲方规定做好离职前的工作/物品交接，三十日期满，双方之间的劳动关系即结束，在乙方要求解除本合同的情况下，甲方无须支付乙方任何经济补偿。甲方应为乙方办理相关离职手续。
- 8.5 经甲乙双方协商一致，可以修订或解除本合同。
- 8.6 有下列情形之一的，甲方不得依照第 8.3 条的规定解除本合同，但符合本合同第 8.2 条和第 8.5 条规定者除外：
- (1) 乙方在甲方因工负伤并被确认丧失或部分丧失劳动能力的；
- (2) 乙方因病或者非因工负伤在国家规定的医疗期内的；
- (3) 乙方在在怀孕期、产期、哺乳期内的；
- (4) 乙方在甲方连续工作满十五年，且距法定退休年龄不足五年的；
- (5) 法律、行政法规规定的其他情形。
- 8.7 甲方依据第 8.3 条解除本合同时，应按国家和本市有关规定向乙方支付经济补偿金，经济补偿金的具体支付方式和计算方法适用甲方按国家及地方有关规定而制定的规章制度。

8.8 关于乙方辞职的特别约定

本第 8.8 条的规定对乙方(以打勾表示选择的内容,如选择适用将作为本合同的组成部分)

适用 ☒

不适用 ☐

鉴于乙方的工作岗位是涉密岗位(包括但不限于参与研发或涉密项目),甲乙双方特别约定,乙方提出解除本合同的应提前 30 日以书面形式通知甲方,在此期间甲方可安排乙方转岗。

第九条 合同终止

9.1 发生下述任何一种情况时,本合同自动终止:

- (1) 本合同期满;
- (2) 乙方达到法定退休年龄;
- (3) 乙方死亡、或被人民法院宣告死亡或宣告失踪;
- (4) 甲方被依法宣告破产;
- (5) 甲方被依法撤销、歇业、责令关闭、宣告破产解散;
- (6) 法律、行政法规规定的其他情形;

9.2 除上述第 9.1 条的规定外,本合同依第八条的规定被解除后终止。

第十条 本合同终止及解除后的交接

10.1 乙方应在本合同终止或解除之日,向甲方移交或归还所有由其使用或保存的属于甲方的财产,包括但不限于:

- (1) 甲方依本合同为乙方提供的与雇用有关的所有工作服装、工具、设备、钥匙、门卡以及交通工具;
- (2) 乙方负责保管、使用或在其控制范围内的所有有关甲方的文件、记录、档案、资料 and 数据的原件及其复印件;

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- (3) 甲方提供的电脑、磁盘、光碟和其他办公用具;
 - (4) 乙方向甲方暂支、暂借尚未归还的任何款项;
 - (5) 如甲方在本合同有效期内根据甲乙双方之间的协议向乙方提供居住房屋,乙方应在本合同终止或解除之日起的7天内向甲方交还房屋及房屋内设施。
- 10.2 乙方应在本合同终止或解除之时向甲方指定的甲方其他员工移交工作,包括但不限于:乙方之前负责的业务和工作以及进展情况;乙方联系的客户、供应商名单和联系方式等。
- 10.3 乙方不应保存前述 10.1 条及 10.2 条规定的所有文件的原件或复印件。交接程序完成之前,未将甲方允许,乙方不得擅自离职守。若乙方违反上述移交约定而给甲方造成任何损失或损害,则乙方须对由此造成的甲方损失承担赔偿责任。
- 10.4 在本合同终止或解除后,甲方根据法律和本合同的规定应当向乙方支付的经济补偿在乙方完成上述 10.1、10.2、10.3 条的移交时支付。

第十一条 保密条款

- 11.1 乙方在本合同存续期间以及与甲方终止或解除本合同后,均应保守甲方的商业秘密。

本合同所指的商业秘密是指所有不为公众所知、所有与甲方或甲方的任何关联企业相关的业务、资产、客户、财务或其它任何事宜的信息,甲方的商业秘密包括但不限于下列各项:

- (1) 甲方的研发信息;产品规划、服务、技术、设计、图纸(含草图)、工程管理、硬件配置信息;
- (2) 甲方的培训内容、培训资料和研发文件;
- (3) 甲方的财务计划、规定、报表、数据或报告;
- (4) 甲方的客户名单、经营策略、销售资料、数据或报告;
- (5) 甲方的管理要求、劳动纪律和规章制度、工资、股票期权、奖金标准以及有关资料、数据或报告;
- (6) 已注明“保密”或“机密”字样的所有甲方信息。

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- 11.2 乙方认识到保守甲方的商业秘密是乙方的法定义务。乙方违反本条款时，甲方有权立即解除本合同并追究乙方的违约责任。
- 11.3 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主、用人单位或任何公司、个人的关于保密义务的约定和协议。
- 11.4 乙方同意，对其获披露的甲方或甲方的任何关联企业、客户、供应商及其它合作伙伴的商业秘密仅可将之用于某些甲方限定的目的，未经甲方书面同意或授权，乙方不得以任何方式将其直接或间接地向任何第三方透露、泄漏。同时乙方也有义务防止商业秘密被透露、泄密、遗失及不当使用。
- 11.5 本合同终止或解除时，乙方应将其保管的所有的甲方的文件和资料按本合同第十条的规定归还甲方。
- 11.6 乙方违反本合同有关保密规定，视为乙方严重违反甲方规章制度，甲方有权解除本合同而无须给予乙方任何经济补偿，同时因乙方违反保密规定造成甲方损失的，甲方有权要求乙方承担赔偿责任。
- 11.7 在本合同终止或解除后，本条款的规定仍然有效。

第十二条 竞业限制

根据乙方的工作性质及岗位职责，本合同第 12.3、12.4 条竞业限制的规定对乙方(以打勾表示选择的内容，如选择适用将作为本合同的组成部分)：

适用 ☐

不适用 ☒。

- 12.1 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主或任何公司、个人的关于不竞争义务的约定和协议。若发生任何违反本条款的行为，乙方有义务承担由此造成的任何损失，甲方不承担任何责任。

- 12.2 本合同有效期内，未经甲方书面许可，乙方不得在任何其他组织任职或兼职。
- 12.3 鉴于乙方的工作性质，甲方有权要求乙方在与甲方终止或解除本合同之日起的[贰拾肆个]月之内（下称“竞业限制期间”），不得到全球范围内与甲方生产同类产品或经营同类业务或具有竞争关系的其他用人单位任职，也不得自己生产与甲方有竞争关系的同类产品或经营同类业务。乙方同意其离职后是否需要履行竞业限制义务以甲方书面通知为准。如果甲方书面要求乙方离职后履行竞业限制义务的，则竞业限制期内甲方将按月向乙方支付竞业限制补偿金，每月补偿金数额相当于乙方工资（按终止或解除本合同前 12 个月乙方月平均工资计）的 30%（如当地政府的法规、规章有不同规定的，按当地政府的规定执行）。
- 12.4 在乙方离职前和离职时，甲方有权随时解除与乙方竞业限制的义务。
- 12.5 甲乙双方知悉并同意若双方签署《竞业限制协议》，则《竞业限制协议》为本合同不可缺少的附件，若本合同条款与《竞业限制协议》条款约定相冲突，则以《竞业限制协议》条款之约定为准。

第十三条 知识产权、公司财产

- 13.1 本合同期限内，乙方因执行本单位的任务或者利用甲方或甲方关联公司的物质技术条件、商业秘密以及经营上的便利等所取得的专利权（包括专利申请权）、商标权、著作权、技术思想、技术方案、研究成果等知识产权及与此相关的成果及乙方在离开甲方后一年内开发的与原工作任务有关的发明和创造等知识产权（以下简称“职务成果”）均属于甲方所有，另有约定除外，乙方对该等职务成果在任何时候不得主张或提出任何请求或权利要求，包括但不限于提出任何经济补偿、费用支付的要求。甲方有权充分利用该等职务成果，包括但不限于用于生产、经营或者向第三方转让或许可。乙方应当按照甲方要求，采取一切必要措施，以协助甲方取得和行使该等职务成果而产生的知识产权。
- 13.2 如在乙方受雇于甲方之前，存在任何由乙方作出的与甲方的业务、产品或研发有关的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密（合称“受

雇前发明”)的,乙方应在本合同签订之时书面通知甲方。否则,如果没有前述有关受雇前发明的书面通知,乙方确认即视为不存在该等受雇前发明。乙方同意将不会把任何受雇前发明融入甲方的产品、程序或机械。

在本合同有效期内,如果乙方符合上述拥有受雇前发明的规定并且将任何自身拥有的或享有权益的受雇前发明融入甲方的产品、程序或机械中,乙方确认拥有所有必要的权利、权限和授权,以按照当前使用的方式使用该等受雇前发明,并且该等使用将不会侵犯任一公司、组织或个人的任何权利。而且在该等情况下,乙方特此授予甲方及甲方关联公司的每一成员,且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可,他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等受雇前发明。如果因甲方及甲方关联公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为,而使甲方及甲方关联公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用,包括因解决争议而发生的合理的律师费及开支,乙方同意赔偿甲方及甲方关联公司,使其免受损害。

- 13.3 乙方进一步确认与其工作有关或利用甲方的设施创造的、收到的或传送的所有文件(包括电脑记录、传真和电子邮件)和资料属于甲方的财产,这些财产在任何时候都属于甲方所有。当乙方与甲方劳动合同关系结束时(或其他任何甲方要求的时间),乙方应立即向甲方移交与工作相关的所有文件和资料。在本合同终止后,乙方在任何情况下都不得占有甲方的任何财产,或含有保密信息的任何文件或资料或复印件。
- 13.4 当乙方与甲方结束劳动合同后,乙方承诺将本条下的权利和义务通知新的用人单位。

第十四条 培训和资助

甲方将为乙方提供与其工作岗位相适应的在职培训。在甲方认为合适的情况下,可

以为乙方提供专项培训，由于为乙方提供专项培训而签订的服务期协议将作为本合同不可分割的附件。

第十五条 乙方与前用人单位的关系

乙方声明和保证其本人已与前用人单位结束服务或聘用关系，并且乙方本人与该用人单位签订的所有文件中的继续存在条款不会影响本合同的签订和履行。乙方有义务保护前用人单位的商业秘密，乙方不得将前用人单位的商业秘密带入甲方，乙方在任何情况下都不得使用前用人单位的商业秘密。若发生任何违反本条款的行为，乙方有义务承担由此给甲方或前用人单位造成的任何损失，甲方不承担任何责任。

第十六条 特别约定条款

- 16.1 甲方将依法不时修订和颁布甲方的规章制度。乙方有义务通过包括但不限于甲方办公网、《员工手册》等渠道及时了解甲方现行的规章制度，这些规章制度（含《员工手册》）都是本合同的附件，与本合同具有同等效力。
- 16.2 乙方承诺在本合同有效期内以及因任何原因与甲方终止劳动关系之日起的二十四(24)个月内，乙方将不会直接或间接的引诱、促使、招募或鼓励甲方及其关联公司的任何员工离职，也不会为其本人或其他个人或组织的利益，带走、或试图引诱、促使、招募、鼓励或带走甲方及其关联公司的雇员、供应商、客户或顾问。

第十七条 违约责任

- 17.1 任何一方违约且给对方造成经济损失的，须依法承担违约责任，并根据违约责任的大小及给对方造成的经济损失的程度支付赔偿金。
- 17.2 乙方若违反有关适用法律法规和本合同第十二条的有关竞业限制的约定（如乙方适用），乙方应向甲方支付违约金，违约金金额等于乙方离职前两年的劳动报酬

总额，并返还本合同第 12.3 条约定已支付的补偿金。若该违约金不足以弥补甲方实际损失的，甲方有权要求乙方赔偿甲方的损失。若造成甲方重大经济损失，甲方将保留提出法律追究的权利，并追索相应的经济赔偿。乙方若违反本合同第十四条有关服务期的规定，应当按照约定向甲方支付违约金。

第十八条 劳动争议的处理

18.1 甲乙双方因履行本合同而发生劳动争议时，适用下列劳动争议处理程序。

18.2 劳动争议处理程序为：

- (1) 甲乙双方协商解决。
- (2) 争议的一方或双方也可以直接向对争议有管辖权的劳动争议仲裁委员会申请仲裁。
- (3) 不服仲裁裁决的一方，可继续向具有司法管辖权的人民法院提起诉讼。

如法律对劳动争议处理有新的法律规定，按新颁布实施的法律法规相应调整本条规定。

第十九条 通知

19.1 除非经对方事先通知更改地址，否则履行本协议过程中所有的通知均应以专人派送、特快专递、传真、挂号邮件发往下述通讯地址：

甲 方：展讯通信(上海)有限公司
地 址：中国(上海)自由贸易实验区祖冲之路 2288 弄展讯中心 1 号楼
邮政编码：201203
电 话：20360600
传 真：20360700
联 系 人：人力资源部

乙 方: 侯彦超
联系地址: 上海市浦东新区建中路126弄13号201室
邮政编码: 201203
电 话: 1352447987

乙方的上述联系地址为乙方同意的甲方向乙方送达法律文书的送达地, 送达方式为邮寄送达(包含特快专递), 只要甲方证明已经将送达的法律文书邮寄至乙方住址, 无论乙方是否实际收到, 均视为已经送达。若乙方住址发生了变化, 应在变化后的第二日书面通知甲方。如乙方未能及时更新住址变化信息致使甲方基于原来的信息向其发出文件的, 视为已经送达。

第二十条 其他

- 20.1 本合同的附件为本合同不可分割的一部分。本合同用中文签署, 正本一式两份, 甲方保留一份原件, 乙方保留一份原件。本合同自甲乙双方签字之日起生效, 且每一份原件具有同等法律效力。甲乙双方承诺任何一方不得向不相关的第三方泄露本合同内容及相关事宜。
- 20.2 对本合同的修改应以书面作成, 并经双方签署后方能生效。双方须根据劳动合同法和其他适用法律、法规(如适用)以及甲方的规章和制度来解释和执行本合同。
- 20.3 本合同期满, 经甲乙双方协商可以重新签订劳动合同, 甲乙双方同意重新签订劳动合同的, 双方应在本合同项下的合同期届满前或届满时重新签订新的劳动合同。
- 20.4 本合同条款如与国家法律、法规相抵触时, 以国家法律、法规为准。
- 20.5 本合同未尽事项由甲乙双方另行协商并以书面的补充协议确定。

乙方特此声明:

1. 本人在签署此劳动合同之前已经仔细通读并了解本劳动合同中的所有条款和其效力。本人在此声明并保证, 本人可以合法地签署本合同并受本合同约束。本人签订和履行本合同没有而且将来也不会违反对本人有约束力的与任何之前的用人单位签订的

合同或协议，也不会违反对其有约束力的任何其他组织或机构的规定。

2. 本人知晓签署此劳动合同是完全出于本人自愿。
3. 在签署此劳动合同之前甲方已经给予本人合理的时间予以考虑并对相关合同条款给予了解释说明，乙方特此声明对本合同所有条款理解并知晓因此产生的一切法律责任与后果。

本合同由甲乙双方在下述日期签署。

甲方：展讯通信(上海)有限公司

乙方：徐彦超



签名：徐彦超

2018年 4 月 28 日

Substitute Assignment Letter

Date 2022.3.15

Re: US Patent Application No. 16/320,943, entitled "WIRELESS ROAMING METHOD,
ACCESS POINT DEVICE, AND MOBILE STATION

Confirmation of YU, Qinghua's employment.

To whom it may concern,

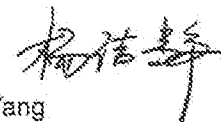
- 1) YU, Qinghua was employed by Spreadtrum Communications (Shanghai) Co., Ltd. between 23th May, 2016 and 13th July, 2020.
- 2) Under his terms of employment with Spreadtrum Communications (Shanghai) Co., Ltd., YU, Qinghua is obligated to assign the above US patent application to Spreadtrum Communications (Shanghai) Co., Ltd.
- 3) I confirm that the invention and patent application were conceived of and/or made during YU, Qinghua's employment with Spreadtrum Communications (Shanghai) Co., Ltd. and covered under YU, Qinghua's employment contract.

Yours faithfully

Signature:

Name: Jiejing Yang

Title: Head of Legal Department



Employment Contract of SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Party A: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Address: Spreadtrum Center Building No. 1, Lane 2288, Zuchongzhi Road, Pilot Free Trade Zone, Shanghai, China

Party B: YU Qinghua

According to the "Labor Contract Law of the People's Republic of China" and other applicable laws and regulations, both parties A and B agree to conclude this labor agreement (hereinafter referred to as the "agreement") on the basis of equal negotiation.

I. Period of this agreement and probationary period

(I) Both parties agree to determine the period according to the following method [2], and it will take effect on the day when Party B works after both parties' signatures:

1. This agreement is a fixed-period labor contract with a period of [] years from [] year [] month [] day to [] year [] month [] day. When signing this agreement for the first time, both parties agree that first [] months are the probationary period, i.e., from [] year [] month [] day to [] year [] month [] day. Before the expiration of the fixed-period labor agreement, both parties can negotiate with each other in accordance with the law and sign a new labor agreement after both parties agree. If Party B does not reply to Party A in written form within [] days after Party A's requirements for entering into a new labor agreement under conditions equal to or higher than this agreement, it shall be deemed that Party B has no intention to enter into a new labor agreement. When this agreement expires, it will be terminated, and Party A does not need to pay Party B economic compensation.

2. This agreement is a labor agreement with no fixed period, starting from [2015] year [03] month [05] day. When signing this agreement for the first time, both parties agree that first [3] months are the probationary period, that is, from [2015] year [03] month [05] day to [2015] year [06] month [04] day.

3. This agreement is a labor agreement with the completion of certain task as the period. From [] year [] month [] to the time when Party B completes the task agreed by both parties, and [] is the sign of completion of the task.

(II) If the actual working time of Party B is later than the start time agreed in this agreement, the start and end time of this agreement and the probationary period will also be postponed accordingly.

(III) Party B shall meet Party A's employment conditions during the probationary period, including but not limited to the physical condition that can meet work requirements, and corresponding work ability and performance. Party A will assess or evaluate whether Party B meets the employment conditions before the end of the probationary period.

II. Work content

(I) Party A hires Party B to work as a [Engineer Director] in its place of registration or business; Party B must obey instructions of Party A's management personnel and complete work requirements set by Party A.

(II) Party A may reasonably adjust work requirements of Party B or change Party B's work location due to the necessity of production and operation or based on Party B's work ability and performance. Party B shall comply with relevant arrangements of Party A.

(III) Without Party A's prior written consent, Party B shall not engage in or directly or indirectly assist any third party to engage in any commercial activity that is the same, similar and competitive with Party A's business during the period of this agreement, and shall not serve or work for any other economic organizations in any form.

III. Labor protection and working conditions

(I) Party A provides Party B with a safe and hygienic working environment that complies with Chinese laws and regulations, and ensures that Party B works in an environment with personal safety and no occupational hazards. If Party B's working environment involves occupational hazards or unsafe risks, Party A will take corresponding protective measures in accordance with the law, and train or educate Party B.

(II) Party A shall provide Party B with necessary working conditions and labor protection supplies in accordance with the actual situation of Party B's post and in accordance with Chinese laws and Party A's regulations. The specific situation will be explained by Party A to Party B when Party B enters or adjusts a new job post.

(III) Party A will arrange for Party B to conduct physical health checks regularly or when necessary according to the actual situation of Party B's post.

IV. Working hours

(I) In general, Party B implements a full-time working hour system of eight hours a day and forty hours a week. If Party A applies for the implementation of an irregular working hour system or a comprehensive calculation working hour system for Party B's job post based on business needs, after Party A obtains the approval of relevant authorities, Party B shall implement the changed working hour system.

(II) Party A can arrange for Party B to work overtime due to work conditions. Party B shall cooperate with Party A and follow corresponding approval procedures. Party B should also go through relevant application procedures in accordance with Party A's relevant regulations when working overtime on its own. Besides, Party A will pay Party B corresponding overtime wages or arrange time off according to applicable working hour system.

V. Labor compensation and benefits

(I) Party B's pre-tax wage during the probationary period when signing this agreement is [/] yuan, and the pre-tax wage after the probationary period expires is [/] yuan. Unless otherwise agreed by both parties, Party B's wage includes various legal or government-regulated subsidies, subsidies, allowances and other welfare income. If Party B's wage is adjusted during the period of this agreement, Party A may, except for changing this agreement, confirm the changes through notices, pay slips, etc.

(II) Party A may reasonably adjust Party B's wages at any time based on the average wage level of the market or industry, the company's operating conditions, Party B's post wage standards, and the results of Party B's performance evaluation, and decide whether to pay bonus to Party B according to the bonus policy formulated or adjusted from time to time.

(III) In general, the [30th or 31st] day of each month is Party A's wage payment day, but if that day falls on a legal holiday or a rest day, Party A can advance or postpone the payment of wages to a similar working day. If Party A is unable to pay Party B's wages on the wage payment date due to reasons not related to Party A, Party A may reasonably extend the wage payment date.

(IV) Party A and Party B must participate in social insurance and pay various corresponding fees in accordance with Chinese law.

(V) Party A will withhold and pay its personal income tax and the social insurance and housing provident fund expenses that shall be borne by Party B personally from Party B's remuneration in accordance with Chinese law.

(VI) Party B is entitled to statutory holidays, rest days, paid annual leave, marriage leave, funeral leave, family planning leave and other paid holidays as stipulated by Chinese law.

VI. Formulation or modification of labor discipline and rules and regulations

(I) Party A will formulate or modify rules and regulations including employee manuals and operating procedures applicable to Party B in accordance with provisions of Chinese laws and regulations and in accordance with democratic procedures, and Party B shall strictly abide by them. If Party B violates or refuses to accept Party A's rules and regulations, Party B may be subject to corresponding disciplinary sanctions until the labor agreement is relieved.

(II) standards of business conduct which are formulated by Party A's group company or overseas headquarters and requires to be observed by Party A's employees and other global human resource policies applicable to Party A, which do not violate Chinese laws, regulations and administrative regulations, are components of Party A's rules and regulations, and Party B shall strictly abide by these standards and policies. If Party B has any objection to any of the provisions, Party B shall timely inform his/her supervisor or Party A's human resource department after receiving or understanding the relevant content.

(III) In general, Party A will timely send Party B the rules and regulations, including the employee handbook, or inform Party B of the relevant content after both parties sign this agreement. If Party B does not receive the above-mentioned documents or has unclear content, Party B should contact his/her supervisor immediately. If Party B has any opinions on the rules and regulations, or wants to know the specific situation of democratic procedures carried out by Party A when formulating or modifying the rules and regulations, Party B can submit opinions or requirements to his/her supervisor or Party A's human resource department.

VII. Training service period

(I) If Party A invests in employing Party B or provides professional training to Party B or provides special treatment to Party B, Party B shall assume service period obligations to Party A. Unless the two parties sign another special agreement, the service period shall not be less than six (6) months. If the service period is longer than the period agreed in this agreement, the period of this agreement will be postponed to the end of the service period. However, if Party A does not require Party B to continue to perform the obligations of the service period, Party A can release Party B's corresponding responsibilities by noticing Party B one month in advance, and this agreement shall terminate at this time. If Party B violates the service period obligations and relieves the labor agreement in advance, or if Party A immediately relieves the labor agreement due to violation of relevant provisions of the second paragraph of Article 9 of this agreement, Party B shall be liable for breach of agreement. Unless otherwise agreed by both parties, Party B shall compensate the actual loss of Party A.

VIII. Modification of this agreement

This agreement can be changed or relieved if both parties reach an agreement through consultation.

IX. Relief of labor agreement

(I) During the probationary period, Party B may notify Party A to relieve this agreement three (3) days in advance, or after the probationary period, notify Party A in written form to relieve this agreement one (1) month in advance, unless otherwise agreed by both parties in this agreement or other agreements.

(II) If Party B has one of the following circumstances, Party A can relieve this agreement immediately without paying Party B economic compensation:

1. During the probationary period, it is proved that Party B does not meet the employment conditions after examination;
2. Serious violation of labor discipline, this agreement or Party A's rules and regulations;
3. Serious dereliction of duty, malpractice for personal gain, causing major damage to Party A's interests;
4. Establishing labor relations with other employers or working for other employers without Party A's consent;
5. Using fraud, coercion or taking advantage of Party A's difficulties to cause Party A to conclude or modify this agreement against the true intentions;

6. Party B have been re-educated through labor or have been investigated for criminal responsibility according to laws;

7. Other circumstances stipulated by laws and regulations.

(III) Except as otherwise provided by laws, Party A can relieve this agreement under any of the following circumstances, but must notify Party B in written form thirty (30) days in advance or pay one month's wage instead of advance notice:

1. Party B is ill or is injured not due to work, and after the medical treatment period expires, Party B cannot perform the original job, and cannot perform the work arranged by Party A;

2. Party B is not competent for the job, and after training or adjustment of job post, Party B is still not competent for the job;

3. Objective conditions on which this agreement was concluded have a major change, which makes this agreement impossible to perform, and the two parties cannot reach an agreement on changing this agreement after negotiation;

4. Party A lays off employees in accordance with legal procedures;

5. In the event of objective conditions such as merger or division of Party A, Party B refuses to change this agreement, which makes it impossible to continue to perform this agreement;

6. Party A adjusts Party B's job post or provides training to Party B as Party B is not competent for the job, but Party B refuses to accept it.

(IV) If Party A has any of the following circumstances, Party B can relieve this agreement at any time:

1. Failure to pay social insurance premiums for Party B in accordance with laws;

2. Forcing Party B to work by means of violence, threats or illegal restrictions on personal freedom;

3. Failure to pay wages and remunerations in full and on time or provide labor protection or necessary working conditions as stipulated in this agreement;

4. The content of the rules and regulations violates the provisions of laws and regulations, and damages the rights and interests of Party B;

5. Using fraud, coercion or taking advantage of Party B's danger to make Party B conclude or change this agreement against the true intentions;

6. This agreement is totally invalid due to agreement to exempt Party A from legal liability and exclude Party B's rights;

7. Other circumstances stipulated by laws and regulations.

(V) If Party B has one of the following circumstances, Party A shall not relieve this agreement in accordance with the third paragraph of Article 9:

1. Engaging in occupational-disease-hazard operations, failing to conduct pre-departure occupational health examinations, or being diagnosed in the occupational disease prevention and control department due to suspected occupational diseases or in medical observation;
2. Those who suffer from occupational diseases or are injured at work and are confirmed to have lost or partly lost the ability to work;
3. Due to illness or non-work-related injuries, within the prescribed medical treatment period;
4. Female employees during pregnancy, childbirth or breastfeeding;
5. Working in Party A for 15 consecutive years and less than five years from the legal retirement age;
6. Other circumstances stipulated by laws and regulations.

X. Termination of this agreement

(I) This agreement can be terminated in any of the following circumstances:

1. When this agreement expires, both parties or one party no longer renew the labor agreement;
2. Party A goes bankrupt, dissolves, has its business license revoked, is ordered to close or revoke, or expires;
3. Party B reaches the legal retirement age or starts to enjoy basic pension insurance benefits according to laws;
4. Party B dies, or is declared dead or missing by the people's court;
5. Other circumstances stipulated by laws and regulations.

(II) After the termination or cancellation of this agreement, Party B shall return all properties, documents and letters belonging to Party A within the time specified by Party A, and complete handover procedures.

(III) In any of the following circumstances, Party A shall provide Party B with economic compensation in accordance with applicable Chinese laws and regulations:

1. Party A proposes to Party B in accordance with Article 8 and agrees with Party B to terminate this agreement;

2. Party A terminates this agreement in accordance with the third paragraph of Article 9;
3. Other circumstances stipulated by laws and administrative regulations.

XI. Proprietary information and restrictions on competition

(I) Proprietary information

1. Party B agrees to strictly keep confidential for any proprietary information of Party A obtained or created by Party B during and after Party B's employment with Party A, not disclose such proprietary information to any person, business or company, and not use or assist in using any proprietary information for any purpose. Party B further agrees that Party B will not delete, copy or extract such proprietary information unless Party A makes explicit requirements to enable Party B to perform Party B's duties. Such proprietary information is known to or may be known to Party B due to Party B's employment with Party A, including but not limited to Party A's disclosure to Party B, or acquirement from Party A or other means due to Party B's current work.

2. Party B knows that the "proprietary information" includes any proprietary information, technical data, trade secrets, or technical know-how, including but not limited to research, product plans, products, services, suppliers, customer lists, prices and costs, markets, software, development, inventions, processes, formulas, technologies, designs, drawings, engineering, hardware configuration, information, marketing, licensing, finance, budget, personal information (including the personal capabilities of Party B) or other business information disclosed by Party A to Party B, which are owned by Party A, or owned by Party A's affiliates, or owned by Party A and its affiliates' customers, are not known to the public, are capable of bring benefits to Party A or its affiliates or its affiliates' customers, are related to production or business operations, and are kept secret by Party A through this agreement or other means. The disclosure can be made by Party B directly or indirectly in written form or verbally during Party B's employment, regardless of whether it is during working hours.

3. Party B knows that "proprietary information" also includes, but is not limited to, information on various aspects of Party A's business, either information not known to Party A's actual or potential competitors, or Party A or its customers or its supplier's proprietary information, regardless of whether the information is technical or not.

4. Party B acknowledges that Party A has absolute ownership or right to use proprietary information, and Party B shall not raise any objection or claim any rights to Party A's ownership or use right, and that Party B shall not, except for work needs and obtaining written consent from Party A, request or claim any owner's rights on such proprietary information anywhere in the world in the name of itself or other individuals, businesses or companies.

5. Party B declares that as an employee of Party A, Party B has not and will not violate any agreement regarding confidentiality of proprietary information, knowledge or data obtained by Party B under confidentiality or on trust before or after being employed by Party A. Party B will not disclose to Party A or its employees, or use or otherwise infringe any invention or confidential or proprietary information belonging to the original employer or any other parties for the benefit of Party A. If Party B violates the above regulations, Party B shall bear all the consequences, and it has nothing to do with Party A.

6. Party B confirms that Party A has and will receive their confidential or proprietary information from a third party. Party B agrees to strictly keep these confidential or proprietary information confidential, not to disclose to any person, business or company, not to use or otherwise infringe on this information (but except for those necessary when Party B works for Party A in compliance with the provisions of the agreement signed between Party A and such third party).

7. Party B declares that Party B's performance of all the terms of this agreement does not violate the agreement for confidentiality of proprietary information obtained by Party B under confidentiality or on trust before being employed by Party A. Party B has not signed, and agrees not to sign any oral or written agreement that conflicts with any clause of this agreement.

8. Party B agrees that the consideration for fulfilling the aforementioned confidentiality obligations is included in the wage. At the same time, Party B agrees and promises that Party B will immediately return to Party A or Party A's designated person proprietary information and all other files, documents, tapes, computer disks and correspondence that are made, belong to, or are retained or controlled by Party B during the employment, when Party B relieves or terminates the labor relationship with Party A for whatever reason or when Party A makes a corresponding request. Party B has no right and shall not keep copies of such proprietary information and files. The property rights and copyrights of these items belong to Party A.

(II) Competition restriction

1. Party B guarantees that during its employment by Party A or (for any reason) within 24 months after terminating its employment with Party A, Party B will not in any direct or indirect way:

(a) lobby or try to induce, recruit and employ the following persons or entities to leave Party A to compete with Party A or any of its group companies or reduce business dealings with Party A:

(i) persons, firms, companies or other organizations that are clients of Party A or any of its group companies or have habitual transactions with Party A or any of its group companies within 24 months prior to the aforementioned termination date, and has contact with or learned of or known to Party B during Party B's employment of Party A; or

(ii) Party A's employees, directors, consultants or consultants;

(b) Employ or hire employees, consultants, consultants of Party A or any of its group companies, or persons who have a service agreement with Party A or any of its group companies, or use services provided by Party A or any of its group companies.

2. Unless agreed in written form by Party A, for whatever reasons, Party B will not be self-employed during the period of employment and within two years after resignation, will not be employed in any direct or indirect ways by companies, individuals, firms or organizations having similar products or with similar business scopes with Party A, and will not be engaged in businesses that have a competitive relationship with Party A.

3. Party B agrees that Party A has the right to decide and notify Party B in written form before, when or after terminating or relieving the labor relationship, based on the actual situation at that time, that Party B does not need to perform the competition restriction obligation, otherwise, Party B will perform the obligation. In this case, Party A shall pay Party B a monthly compensation for the restriction of competition within the non-competition period. The total amount of the compensation shall be equivalent to Party B's wage for the seven months before the departure. Party B agrees that the compensation fee has constituted a reasonable compensation for Party B's performance of the competition restriction obligation.

4. If Party A informs Party B in advance that it is not required to perform the competition restriction obligation, and Party B has begun to perform the obligation, Party A will pay Party B a compensation fee equivalent to the part of the obligation that has been performed, and bear only the compensation fee limited responsibility. However, if the competition restriction compensation fee paid by Party A to Party B in advance is higher than the actual fee due to Party B, Party B shall return the higher part timely.

5. Party B agrees that he/she is obligated to provide Party A with information on employment status or the status of fulfilling the competition restriction obligations in a timely manner, and shall assist Party A in understanding such information. Party A is obliged to keep this information confidential.

XII. INVENTION

(I) Inventions that can be retained and licensed

1. In case that Party B has created, prior to its employment with Party A, invention(s), original work(s) with Party B as original author, development(s), improvement(s) and trade secret(s) (hereinafter referred to as "previous inventions"), that belong to Party B, are related to Party A's business, product or research and development and are not assigned to Party A, Party B shall describe such previous inventions in a list attached to the present

agreement; if there is no such list to be attached thereto, Party B declares that there are no such previous inventions; if Party B incorporates any previous invention into any product, process or machine of Party A, then Party B hereby grants and will grant Party A non-exclusive, royalty free, irrevocable, permanent and worldwide license rights (and the sub-license right), and grants Party A the right to create, modify, use, sell and distribute the previous inventions that are part of or related to products, processes or machines.

(II) Invention assignment

1. In developing any invention, original work with Party B as original author, development, concept, improvement or trade secret, Party B agrees to make full disclosure to Party A in written form promptly whether or not the invention is patentable or registrable under the provisions of copyright law or similar laws.

2. Party B assigns to Party A all rights, ownership and interests he enjoys in worldwide in all inventions, original works with Party B as original author, developments, concepts, improvements or trade secrets conceived or developed or put into practice by Party B alone or jointly with others during his employment with or as a consultant to Party A (referred to as "invention" in the present agreement) whether or not the invention is patentable or registrable under the provisions of copyright law or similar laws.

3. Party B further confirms that, inventions created by Party B alone or jointly with others in connection with Party A's business, production or research during his employment with or as a consultant to Party A using the working conditions provided by Party A, and inventions developed by Party B within one year after leaving Party A in connection with Party B' original work (to the maximum extent permitted by applicable laws) are all "service inventions". Except for the right to receive an appropriate form of reward from Party A for the above service inventions, at no time should Party B claim or make any claim for such service invention.

4. In addition to the work assigned, Party B knows that the requirement to assign inventions to Party A does not apply to inventions developed by Party B in its own time without using Party A's equipment, materials, facilities or trade secret information, except for the following inventions: (1) during the formation or putting into practice of the invention, inventions being related to Party A's business or related to research or development that is actually carrying out by Party A or is predictable as indicated by Party A; (2) inventions resulting from Party B's work for Party A. In this regard, Party B shall promptly notify Party A in written form.

(III) Record keeping

1. Party B agrees to keep existing written records of all inventions created (alone or jointly with others) during its work for Party A. Notes, sketches, pictures, and other forms may be taken for the records. The records will be available for inspection by Party A at any time

and shall be completely considered as the property of Party A. Party B agrees not to remove the records from Party A's business premises.

(IV) Patent right and copyright

1. Party B agrees to assist Party A in an appropriate manner to ensure that Party A has the right to the previous invention and any copyright, patent, trademark, spiritual right or other intellectual property right related thereto in any country. Party B agrees to assist Party A in disclosing all relevant information and materials to Party A in a timely manner, and sign all applications, specifications, oaths and all other documents required by Party A so that Party A can apply for or obtain the above intellectual property rights. Party B agrees and will assist in the transfer and assignment of the sole exclusive right, ownership and interest in the invention and any copyright, patent or other intellectual property rights related thereto to Party A. Party B further agrees that its obligation to sign any documents will continue to be valid after its departure from Party A.

2. If, for any reason, Party A fails to obtain the signature of Party B to apply for or continue to apply for any patent or copyright registration assigned to Party A, Party B hereby irrevocably designates and appoints Party A and its officially authorized personnel as Party B's agents and trustees, to act for or on behalf of Party B, to sign and submit applications, and to take all other actions permitted by law to further apply for, submit, maintain and issue a patent or copyright registration with the same legal effect as one signed by Party B. Party B hereby waives its current or subsequent right to lodge a claim against Party A of any nature for any infringement of all exclusive rights assigned to Party A.

(V) Notification to other parties

1. If Party B no longer works for Party A, Party B hereby agrees that Party A shall notify its new employer of its rights and obligations hereunder.

XIII. Compensation for breach of agreement

(I) Party B acknowledges that his/her compliance with the commitments and obligations under Articles 11 and 12 of this agreement are express conditions for Party A to agree to establish a labor relationship with him/her. Party B agrees that when Party A can prove that Party B has violated the above obligations, Party A has the right to immediately terminate the labor relationship with Party B. At the same time, Party B shall immediately stop the breach of agreement and shall pay Party A a total of seven months of liquidated damages. If Party A can prove that the actual losses suffered due to Party B's breach of agreement exceed the liquidated damages, Party B shall also compensate Party A for the difference between the liquidated damages and the actual losses.

XIV. Labor disputes

(I) When a labor dispute occurs between Party A and Party B, they shall strive to resolve it through negotiation; if the negotiation fails, they may apply to the Labor Dispute Mediation Committee for mediation. However, both parties or either party may directly apply for arbitration to the Labor Dispute Arbitration Committee where Party A is located within the prescribed time limit after the labor dispute occurs. After the arbitration award, the party that does not obey the arbitration award may file a lawsuit in the people's court where Party A is located within 15 days from the date of receipt of the arbitration award.

XV. Supplementary Provisions

(I) Party B confirms that the address filled in in this agreement is a valid mailing address, and any documents sent to that address will be deemed to have been delivered from the date of issuance. Party B shall timely notify Party A in written form when changing his/her mailing address, and Party B shall bear all the delays and related legal liabilities caused thereby.

(II) Party B promises and guarantees that he/she has not violated the obligations stipulated in the agreement with the original employer, and that his/her acceptance of Party A's employment will not violate the confidentiality agreement and other relevant agreements that have been signed with the original employer, and will not make Party A bear to any third party any legal liabilities arising from the employment of Party B.

(III) Party B shall spend all of his/her time, energy and skills in performing his duties under this agreement during his/her work, be loyal and diligent to Party A, and do his/her best to serve Party A.

(IV) Party B promises that the basic status and information directly related to this agreement provided to Party A during the recruitment process are true and effective. If there is any change in such information, Party B shall notify Party A in a timely manner. If Party B fails to notify timely or provides false information, Party B shall bear the legal responsibility arising therefrom.

(V) If the terms of employment provided by Party A in the offer of employment are inconsistent with this agreement, this agreement shall prevail. If not stipulated in this agreement, the relevant content in the offer of employment shall be used as a supplement to this offer of employment.

(VI) For matters not covered, both parties can sign a supplementary agreement. If any clause of this agreement is inconsistent with national laws and regulations, the national laws and regulations shall prevail.

(VII) This agreement is in duplicate, each party holding one copy, and both parties having the same legal effect.

Party A: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Signature:

Date: 2016.5.23

Party B: YU Qinghua

Signature:

Date: 2016.5.23

劳动合同续订书

甲方(用人单位):展讯通信(上海)有限公司

联系地址:中国(上海)自由贸易试验区祖冲之路2288弄展讯中心1号楼

联系电话:

乙方(员工):余慶華

身份证号/护照号: 09191176

居住/联系地址: 居里路208號B252

联系电话: 13052382697 微信号: wxid-ec78829x3c1w22

紧急情况联系人: 謝惠真 联系电话: 886-919272776

甲、乙双方协商一致,同意续订 2016 年 5 月 23 日双方签订的劳动合同书(以下简称“原劳动合同”),并签订本劳动合同续订书。

1. 续订期限

原劳动合同于 2019 年 5 月 22 日期满,本次续订劳动合同的期限为如下第【1.1】种:

- 1.1 固定期限:自 2019 年 5 月 23 日起,至 2022 年 5 月 22 日止。
- 1.2 无固定期限:自 年 月 日起,至法定解除或终止劳动合同的条件出现时止。
- 1.3 以完成一定工作任务为期限:自 年 月 日起,至 工作任务完成止。

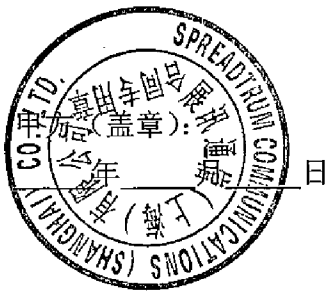
2. 岗位及部门

乙方所属部门为 开发部, 岗位为 WCN 软件高级总监, 工作地点为 上海。

3. 工作时间

- 3.1 甲方实施相关法律法规规定的[标准/不定时]工作制。根据相关的法律法规及乙方工作岗位的实际需要,确定乙方适用以下第【3.1.2】种工时制度:

- 3.1.1 标准工时制：乙方正常工作时间每周自星期一至星期五，每天工作八小时，每周工作四十小时（不包括上下班在途时间、用餐和休息时间）。
- 3.1.2 不定时工作制：根据乙方的工作性质和工作特点，甲方已经取得有关劳动保障部门的批准，乙方将按照不定时工作制工作，在该不定时工作制下，乙方将不受支付加班工资规定的约束。
- 3.2 如乙方所在工作岗位经甲方向有关劳动行政部门申请由标准工时制变更为不定时工作制的，则乙方同意，前述 3.1 条的工作时间制度自动做相应变更，依照甲方所获得的相关行政审批文件执行。
4. 其他补充约定（如无，请划“/”）：原劳动合同第 12.3 和第 12.4 条适用于乙方。
5. 除本劳动合同续订书明确约定或通过其他形式变更外，双方应继续按照原劳动合同的规定履行各自的权利义务。
6. 本劳动合同续订书一式两份，双方各执一份，经双方签字盖章生效。



乙方(签名): 余慶華
2019年4月23日



劳 动 合 同 书

甲方：展讯通信（上海）有限公司

乙方：余庆华

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展讯通信(上海)有限公司

劳动合同

本劳动合同(“合同”)由展讯通信(上海)有限公司(地址:上海浦东张江祖冲之路 2288 弄展讯中心 1 号楼),一家依中华人民共和国(“中国”)法律组建存续的企业(“甲方”),和 余慶華 (出生年月: 1970.10.01, 住所地: 台湾台南市文安街165號 护照号码: 09191176, 以下简称“乙方”),根据《中华人民共和国合同法》(“合同法”)及其他有关适用的法律法规,双方在平等自愿协商的基础上,于 2016 年 5 月 23 日签订。

第一条 合同期限、试用期限

- 1.1 本合同期限(包括下述试用期)为 叁 年,除非根据本合同约定的终止或解除条款或国家及地方法律法规的相关规定本合同提前解除或终止,本合同的有效期限自 2016 年 5 月 23 日起至 2019 年 5 月 22 日止,其中前陆个月为试用期,自 2016 年 5 月 23 日起至 2016 年 11 月 22 日止。乙方应具有完全行为能力,身体健康,诚信守法,有与其学历、资历或经历基本相符的工作技能,并符合甲方在录用时公布的录用条件。
- 1.2 在试用期内,根据有关法律法规规定,甲、乙双方均有权依法以书面形式通知对方解除本合同。乙方在试用期内如被证明不符合录用条件,甲方随时可以解除本合同。
- 1.3 在本合同签订时,乙方应秉持诚信原则向甲方提供其必要的、真实的、有效的个人资料和信息,包括但不限于乙方真实完整的身份、学历、家庭以及工作经历等证明,乙方对其资料和信息真实性负责。
- 1.4 乙方须在入职前配合办理在中国合法就业、居留所需的各类证件。
乙方有义务协助甲方办理合法的用工手续及相关事宜,并及时将签署后的劳动合同与包括但不限于本 1.4 条所列资料交给甲方。如因乙方原因使甲方无法办理合法的用工手续及相关事宜的,由乙方承担一切后果。
自用工之日起一个月内,经甲方书面通知后,乙方仍不与甲方订立书面劳动合同

的，甲方可以依法与乙方终止劳动关系。

第二条 工作岗位、工作职责

- 2.1 乙方同意被甲方安排到 SE 部门的 软件总监 岗位从事工作。聘用时工作地点为 上海，甲方根据经营和工作需要可在甲方所在城市的范围内变更乙方的工作地点，乙方应遵从甲方的合理调整 and 安排。甲方可以安排乙方从事出差、异地派驻或轮岗工作，乙方应遵从甲方的合理调整 and 安排。
- 2.2 乙方在此同意甲方有权根据已制订并不时修订的考核方案和程序对乙方进行业绩评估，并可根据乙方的工作能力、健康状况、工作表现和甲方的业务需要调整乙方的工作岗位和职责范围，乙方应服从甲方的安排。
- 2.3 乙方应按照甲方的要求，按时完成分配的工作，达到规定的质量标准。乙方应尽最大努力按照其上级主管的指示完成本职工作，应与其主管及同事配合工作，遵守本合同的条款及甲方制订并不时修订的包括《员工手册》在内的甲方规章制度。乙方不应从事任何违反中国法律或损害甲方及其关联公司利益的活动；乙方不应利用在甲方的工作岗位及工作便利和职权直接或间接地为自己谋取私利。乙方未得到甲方事先书面同意，不得直接或间接地参与或帮助任何第三方从事与甲方及其关联公司业务相同、相似且有竞争关系的任何商业活动，也不得以任何形式受雇于甲方及其关联公司以外的其它经济组织。

第三条 工作时间和休息休假

3.1 工作时间

甲方实施相关法律法规规定的[标准/不定时]工作制。乙方的实际工作时间经甲方根据相关的法律法规及岗位的实际工作需要确定为以下[3.1.2]工时制度（乙方只适用下述一种工时制度）：

3.1.1 标准工时制：乙方正常工作时间每周自星期一至星期五，每天工作八小

时，每周工作四十小时（不包括上下班在途时间、用餐和休息时间）。

3.1.2 不定时工作制：根据乙方的工作性质和工作特点，甲方已经取得有关劳动保障部门的批准，乙方将按照不定时工作制工作，在该不定时工作制下，乙方在工作日及双休日的加班工作将不受支付加班工资规定的约束。

3.2 如乙方所在工作岗位经甲方向有关劳动行政部门申请变更为不定时工作制的，则乙方同意，前述 3.1 条的工作时间制度做相应变更，依照甲方所获得的相关行政审批文件执行。

3.3 工作时间调整

在法律允许的范围之内，经与乙方协商后，甲方可依据需要更改乙方的工作日程，包括调整乙方工时制度或变更工作日的起始和结束时间。根据工作要求以及相关中国法律法规的规定，甲方亦可以合理的延长乙方的工作时间或要求乙方在双休日及节假日加班。乙方加班应获得甲方授权主管的书面批准，否则该额外工作时间不视为加班。

3.4 休息休假

乙方享有中国政府规定的法定节假日和双休日，并适用国家法律法规规定的其它假期。上述假期的规定参见甲方相关规章制度。

第四条 生产、工作条件和劳动保护

4.1 甲方为乙方提供符合中国政府规定的安全卫生工作环境。

4.2 甲方根据生产经营需要，按照中国政府 and 甲方的规定，向乙方提供岗位必需的职业道德、职业技能、安全培训及劳动防护设施。

4.3 乙方应当严格遵守甲方的各项安全规定及操作规程，正确使用甲方提供的各种工作设备和劳动保护设施。

第五条 劳动报酬

- 5.1 甲方对乙方实行按岗按职级定薪制度，乙方的工资不低于当地政府规定的最低工资标准。乙方的具体薪资详见附件一。甲方依据对乙方绩效评估，结合乙方实际的工作表现、岗位职级的变动等其它甲方认为的必要因素，有权依法对乙方的薪资作相应的调整。
- 5.2 除非法律或甲方另有规定，乙方的工资已经包含了甲方依法应予以支付的各项补贴、津贴或其他费用。甲方将在每月 20 日支付乙方上个月的工资（如因特殊原因最多不晚于每月二十五日支付并将事先告知乙方），支付方式为法律许可的支付方式。若乙方于发薪日前 5 个工作日内入职或于发薪日以后入职，乙方在此确认并同意甲方将乙方的当月薪资与次月薪资合并于次月发薪日一并发放。
- 5.3 甲方依法代扣代缴法律规定的个人所得税和其他费用。甲乙双方同意，根据法院判决、仲裁裁决或者其他规章制度中列明要求乙方向甲方支付的费用，甲方可以从应向乙方支付的工资报酬中予以扣除。
- 5.4 甲方将根据经营业绩及盈利状况以及乙方在考核期内完成岗位目标任务过程中工作成效、工作表现及工作时间等其他甲方认为的必要因素自主决定向乙方发放奖金的数量。具体发放办法将根据甲方另行制定及不时修订的奖金发放方案执行。
- 5.5 合同期内，甲方有权依据相关法律法规规定及甲方经营效益、乙方工作表现、岗位变化等情况调整乙方劳动报酬。

第六条 福利待遇

- 6.1 甲方直接提供给乙方的福利待遇，应遵守国家的法律法规规定、《员工手册》以及其他甲方的政策，除此之外甲方没有义务支付乙方任何其他费用。
- 6.2 乙方在甲方工作期间生病或非因工负伤时应享有医疗期。乙方的医疗期适用甲方按国家及地方有关规定而制定的规章制度。

- 6.3 如果乙方因特殊需要请假，需经甲方根据甲方的现行有效的规章制度批准。未经批准擅自脱岗将视为旷工。

第七条 劳动纪律及奖惩

- 7.1 甲方可根据中国法律法规的规定制订或不时修订适用于乙方的包括《员工手册》、政策、工作守则及措施在内的甲方规章制度，乙方应予以严格遵守。
- 7.2 乙方应当在工作中严格遵守甲方的规章制度，自觉履行甲方各项制度中的要求，严格遵守工作场所安全卫生规章、工作程序和操作规范；不损害甲方的财产，遵守职业道德；严格按照甲方的规范参加甲方组织的培训，提高思想觉悟和职业技能，甲方公布的规章制度构成本合同的组成部分，与本合同具有同等效力。
- 7.3 如果乙方违反甲方规章制度，甲方有权按照该等规章制度的规定对乙方予以处罚，包括口头警告、书面警告、解除本合同等。如果因乙方前述违纪、违规行为给甲方带来经济损失的，乙方有义务赔偿甲方相应损失。

第八条 本合同的终止和解除

- 8.1 订立本合同依据的法律、法规、规章发生变化时，本合同的相关规定应相应变更。
- 8.2 乙方有下列情形之一的，甲方可以立即解除本合同而无须向乙方支付经济补偿：
- (1) 在试用期内如乙方被证明不符合录用条件的；
 - (2) 严重违反本合同、《员工手册》（包括但不限于《员工手册》第 9.2.4 条的规定）及甲方规章制度或劳动纪律的规定；
 - (3) 乙方严重失职、营私舞弊，对甲方利益造成壹万元人民币及以上损失或严重损害甲方的；
 - (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) 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

立或变更本合同的；

(6) 乙方被劳动教养的或被依法追究刑事责任的；

(7) 乙方不能胜任工作，经过培训或者调整工作岗位后，仍不能胜任工作的；

(8) 本合同订立时所依据的客观情形发生重大变化，致使本合同无法履行，经甲乙双方协商不能就变更本合同达成协议的；

(9) 法律、法规所规定的其他情形。

8.3 有下列情形之一的，甲方可以解除本合同，但须提前三十日书面通知乙方或支付乙方离职前一个月工资的代通知金：

(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，也不能从事由甲方另行安排的工作的；

(2) 甲方认为乙方不适宜继续在公司工作的。

8.4 除按照法律规定或双方其他约定外，乙方如欲解除本合同，在试用期内乙方解除本合同应提前三天书面通知甲方。在试用期后，乙方解除本合同应提前三十日书面通知甲方。自乙方书面提出辞职之日起三十日（双方另有约定的除外）内，乙方应遵守甲方要求的工作安排，按甲方规定做好离职前的工作/物品交接，三十日期满，双方之间的劳动关系即结束，在乙方要求解除本合同的情况下，甲方无须支付乙方任何经济补偿。甲方应为乙方办理相关离职手续。

8.5 经甲乙双方协商一致，可以修订或解除本合同。

8.6 甲方依据第 8.3 条解除本合同时，应根据乙方在甲方的工龄，每满一年支付一个月工资作为经济补偿；如乙方的月工资高于甲方所在地上年度职工月平均工资三倍的，经济补偿的标准按职工月平均工资三倍的数额支付。

8.7 关于乙方辞职的特别约定

本第 8.8 条的规定对乙方(以打勾表示选择的内容，如选择适用将作为本合同的组成部分)

适用 ☒

不适用 ☐

鉴于乙方的工作岗位是涉密岗位(包括但不限于参与研发或涉密项目)，甲乙双方特别约定，乙方在试用期满后提出解除本合同的应提前 30 日以书面形式通知甲方，在此期间甲方可安排乙方转岗。

第九条 合同终止

- 9.1 发生下述任何一种情况时，本合同自动终止：
- (1) 本合同期满；
 - (2) 乙方达到法定退休年龄的；
 - (3) 乙方死亡、或被人民法院宣告死亡或宣告失踪的；
 - (4) 甲方被依法宣告破产的；
 - (5) 甲方被依法撤销、歇业、责令关闭、宣告破产解散的；
 - (6) 法律、行政法规规定的其他情形；
- 9.2 除上述第 9.1 条的规定外，本合同依第八条的规定被解除后终止。

第十条 本合同终止及解除后的交接

- 10.1 乙方应在本合同终止或解除之日，向甲方移交或归还所有由其使用或保存的属于甲方的财产，包括但不限于：
- (1) 甲方依本合同为乙方提供的与雇用有关的所有工作服装、工具、设备、钥匙、门卡以及交通工具；
 - (2) 乙方负责保管、使用或在其控制范围内的所有有关甲方的文件、记录、档案、资料 and 数据的原件及其复印件；
 - (3) 甲方提供的电脑、磁盘、光碟和其他办公用具；
 - (4) 乙方向甲方暂支、暂借尚未归还的任何款项；
 - (5) 如甲方在本合同有效期内根据甲乙双方之间的协议向乙方提供居住房屋，乙方应在本合同终止或解除之日起的 7 天内向甲方交还房屋及房屋内设施。
- 10.2 乙方应在本合同终止或解除之时向甲方指定的甲方其他员工移交工作，包括但不限于：乙方之前负责的业务和工作以及进展情况；乙方联系的客户、供应商名单和联系方式等。
- 10.3 乙方不应保存前述 10.1 条及 10.2 条规定的所有文件的原件或复印件。交接程序

完成之前，未将甲方允许，乙方不得擅自离职守。若乙方违反上述移交约定而给甲方造成任何损失或损害，则乙方须对由此造成的甲方损失承担赔偿责任。

- 10.4 在本合同终止或解除后，甲方根据本合同的规定应当向乙方支付的经济补偿在乙方完成上述 10.1、10.2、10.3 条的移交时支付。

第十一条 保密条款

- 11.1 乙方在本合同存续期间以及与甲方终止或解除本合同后，均应保守甲方的商业秘密。

本合同所指的商业秘密是指所有不为公众所知、所有与甲方或甲方的任何关联企业相关的业务、资产、客户、财务或其它任何事宜的信息，甲方的商业秘密包括但不限于下列各项：

- (1) 甲方的研发信息：产品规划、服务、技术、设计、图纸（含草图）、工程管理、硬件配置信息；
 - (2) 甲方的培训内容、培训资料和研发文件；
 - (3) 甲方的财务计划、规定、报表、数据或报告；
 - (4) 甲方的客户名单、经营策略、销售资料、数据或报告；
 - (5) 甲方的管理要求、劳动纪律和规章制度、工资、股票期权、奖金标准以及有关资料、数据或报告；
 - (6) 已注明“保密”或“机密”字样的所有甲方信息。
- 11.2 乙方认识到保守甲方的商业秘密是乙方的法定义务。乙方违反本条款时，甲方有权立即解除本合同并追究乙方的违约责任。
- 11.3 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主、用人单位或任何公司、个人的关于保密义务的约定和协议。
- 11.4 乙方同意，对其获披露的甲方或甲方的任何关联企业、客户、供应商及其它合作伙伴的商业秘密仅可将之用于某些甲方限定的目的，未经甲方书面同意或授权，乙方不得以任何方式将其直接或间接地向任何第三方透露、泄漏。同时乙方也有义务防止商业秘密被透露、泄密、遗失及不当使用。

- 11.5 本合同终止或解除时，乙方应将其保管的所有的甲方的文件和资料按本合同第十条的规定归还甲方。
- 11.6 乙方违反本合同有关保密规定，视为乙方严重违反甲方规章制度，甲方有权解除本合同而无须给予乙方任何经济补偿，同时因乙方违反保密规定造成甲方损失的，甲方有权要求乙方承担赔偿责任。
- 11.7 在本合同终止或解除后，本条款的规定仍然有效。

第十二条 竞业限制

根据乙方的工作性质及岗位职责，本合同第 12.3、12.4 条竞业限制的规定对乙方(以打勾表示选择的内容，如选择适用将作为本合同的组成部分)：

适用 ☒

不适用 ☐。

- 12.1 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主或任何公司、个人的关于不竞争义务的约定和协议。若发生任何违反本条款的行为，乙方有义务承担由此造成的任何损失，甲方不承担任何责任。
- 12.2 本合同有效期内，未经甲方书面许可，乙方不得在任何其他组织任职或兼职。
- 12.3 鉴于乙方的工作性质，甲方有权要求乙方在与甲方终止或解除本合同之日起的[贰拾肆个]月之内(下称“竞业限制期间”)，不得到全球范围内与甲方生产同类产品或经营同类业务或具有竞争关系的其他用人单位任职，也不得自己生产与甲方有竞争关系的同类产品或经营同类业务。乙方同意其离职后是否需要履行竞业限制义务以甲方书面通知为准。如果甲方书面要求乙方离职后履行竞业限制义务的，则竞业限制期内甲方将按月向乙方支付竞业限制补偿金，每月补偿金数额相当于乙方工资(按终止或解除本合同前 12 个月乙方月平均工资计)的 30%(如当地政府的法规、规章有不同规定的，按当地政府的规定执行)。
- 12.4 在乙方离职前和离职时，甲方有权随时解除乙方竞业限制的义务。

- 12.5 甲乙双方知悉并同意若双方签署《竞业限制协议》，则《竞业限制协议》为本合同不可缺少的附件，若本合同条款与《竞业限制协议》条款约定相冲突，则以《竞业限制协议》条款之约定为准。

第十三条 知识产权、公司财产

- 13.1 本合同期限内，乙方因执行本单位的任务或者利用甲方或甲方关联公司的物质技术条件、商业秘密以及经营上的便利等所取得的专利权（包括专利申请权）、商标权、著作权、技术思想、技术方案、研究成果等知识产权及与此相关的成果及乙方在离开甲方后一年内开发的与原工作任务有关的发明和创造等知识产权（以下简称“职务成果”）均属于甲方所有，另有约定除外，乙方对该等职务成果在任何时候不得主张或提出任何请求或权利要求，包括但不限于提出任何经济补偿、费用支付的要求。甲方有权充分利用该等职务成果，包括但不限于用于生产、经营或者向第三方转让或许可。乙方应当按照甲方要求，采取一切必要措施，以协助甲方取得和行使该等职务成果而产生的知识产权。
- 13.2 如在乙方受雇于甲方之前，存在任何由乙方作出的与甲方的业务、产品或研发有关的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密（合称“受雇前发明”）的，乙方应在本合同签订之时书面通知甲方。否则，如果没有前述有关受雇前发明的书面通知，乙方确认即视为不存在该等受雇前发明。乙方同意将不会把任何受雇前发明融入甲方的产品、程序或机械。

在本合同有效期内，如果乙方符合上述拥有受雇前发明的规定并且将任何自身拥有的或享有权益的受雇前发明融入甲方的产品、程序或机械中，乙方确认拥有所有必要的权利、权限和授权，以按照当前使用的方式使用该等受雇前发明，并且该等使用将不会侵犯任一公司、组织或个人的任何权利。而且在该等情况下，乙方特此授予甲方及甲方关联公司的每一成员，且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等受雇前发明。如果因甲方及甲方关联公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为，而使甲方及甲方关联公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，

包括因解决争议而发生的合理的律师费及开支，乙方同意赔偿甲方及甲方关联公司，使其免受损害。

13.3 乙方进一步确认与其工作有关或利用甲方的设施创造的、收到的或传送的所有文件（包括电脑记录、传真和电子邮件）和资料属于甲方的财产，这些财产在任何时候都属于甲方所有。当乙方与甲方劳动合同关系结束时（或其他任何甲方要求的时间），乙方应立即向甲方移交与工作相关的所有文件和资料。在本合同终止后，乙方在任何情况下都不得占有甲方的任何财产，或含有保密信息的任何文件或资料或复印件。

13.4 当乙方与甲方结束劳动合同后，乙方承诺将本条下的权利和义务通知新的用人单位。

第十四条 培训和资助

甲方将为乙方提供与其工作岗位相适应的在职培训。在甲方认为合适的情况下，可以为乙方提供专项培训，由于为乙方提供专项培训而签订的服务期协议将作为本合同不可分割的附件。

第十五条 乙方与前用人单位的关系

乙方声明和保证其本人已与前用人单位结束服务或聘用关系，并且乙方本人与该用人单位签订的所有文件中的继续存在条款不会影响本合同的签订和履行。乙方有义务保护前用人单位的商业秘密，乙方不得将前用人单位的商业秘密带入甲方，乙方在任何情况下都不得使用前用人单位的商业秘密。若发生任何违反本条款的行为，乙方有义务承担由此给甲方或前用人单位造成的任何损失，甲方不承担任何责任。

ORIGINAL (5/7)

第十六条 特别约定条款

- 16.1 甲方将依法不时修订和颁布甲方的规章制度。乙方有义务通过包括但不限于甲方办公网、《员工手册》等渠道及时了解甲方现行的规章制度，这些规章制度（含《员工手册》）都是本合同的附件，与本合同具有同等效力。
- 16.2 乙方承诺在本合同有效期内以及因任何原因与甲方终止劳动关系之日起的二十四(24)个月内，乙方将不会直接或间接的引诱、促使、招募或鼓励甲方及其关联公司的任何员工离职，也不会为其本人或其他个人或组织的利益，带走、或试图引诱、促使、招募、鼓励或带走甲方及其关联公司的雇员、供应商、客户或顾问。

第十七条 违约责任

- 17.1 除本合同另有约定外，任何一方违约且给对方造成经济损失的，须依法承担违约责任，并根据违约责任的大小及给对方造成的经济损失的程度支付赔偿金。
- 17.2 乙方若违反有关适用法律法规和本合同第十二条的有关竞业限制的约定（如乙方适用），乙方应向甲方支付违约金，违约金金额等于乙方离职前两年的劳动报酬总额，并返还本合同第 12.3 条约定已支付的补偿金。若该违约金不足以弥补甲方实际损失的，甲方有权要求乙方赔偿甲方的损失。若造成甲方重大经济损失，甲方将保留提出法律追究的权利，并追索相应的经济赔偿。乙方若违反本合同第十四条有关服务期的规定，应当按照约定向甲方支付违约金。

第十八条 劳动争议的处理

- 18.1 甲乙双方因履行本合同而发生劳动争议时，适用下列劳动争议处理程序。
- 18.2 劳动争议处理程序为：
- (1) 甲乙双方协商解决。
 - (2) 争议的一方或双方也可以直接向甲方所在地的劳动人事争议仲裁委员会

申请仲裁。

(3) 不服仲裁裁决的一方，可继续向甲方所在地的人民法院提起诉讼。

如法律对劳动争议处理有新的法律规定，按新颁布实施的法律法规相应调整本条规定。

第十九条 通知

19.1 除非经对方事先通知更改地址，否则履行本协议过程中所有的通知均应以专人派送、特快专递、传真、挂号邮件发往下述通讯地址：

甲 方：展讯通信(上海)有限公司
地 址：上海浦东张江祖冲之路 2288 弄展讯中心 1 号楼
邮政编码：201203
电 话：20360600
传 真：50802996
联 系 人：人力资源部

乙 方：余庆华
联系地址：浦东周家渡 208 号 C266
邮政编码：
电 话：13818747389

乙方的上述联系地址为乙方同意的甲方向乙方送达法律文书的送达地，送达方式为邮寄送达（包含特快专递），只要甲方证明已经将送达的法律文书邮寄至乙方住址，无论乙方是否实际收到，均视为已经送达。若乙方住址发生了变化，应在变化后的第二日书面通知甲方。如乙方未能及时更新住址变化信息致使甲方基于原来的信息向其发出文件的，视为已经送达。

第二十条 其他

- 20.1 本合同的附件为本合同不可分割的一部分。本合同用中文签署，正本一式两份，甲方保留一份原件，乙方保留一份原件。本合同自甲乙双方签字之日起生效，且每一份原件具有同等法律效力。甲乙双方承诺任何一方不得向不相关的第三方泄露本合同内容及相关事宜。
- 20.2 对本合同的修改应以书面作成，并经双方签署后方能生效。双方须根据合同法和其他适用法律、法规(如适用)以及甲方的规章和制度来解释和执行本合同。
- 20.3 本合同期满，经甲乙双方协商可以重新签订劳动合同，甲乙双方同意重新签订劳动合同的，双方应在本合同项下的合同期届满前或届满时重新签订新的劳动合同。
- 20.4 本合同条款如与国家法律、法规相抵触时，以国家法律、法规为准。
- 20.5 本合同未尽事项由甲乙双方另行协商并以书面的补充协议确定。

乙方特此声明：

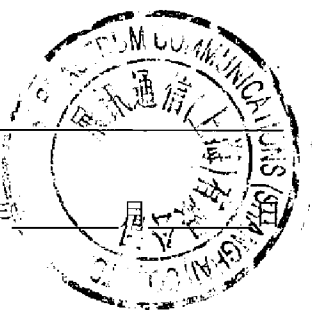
1. 本人在签署此劳动合同之前已经仔细通读并了解本劳动合同中的所有条款和其效力。本人在此声明并保证，本人可以合法地签署本合同并受本合同约束。本人签订和履行本合同没有而且将来也不会违反对本人有约束力的与任何之前的用人单位签订的合同或协议，也不会违反对其有约束力的任何其他组织或机构的规定。
2. 本人知晓签署此劳动合同是完全出于本人自愿。
3. 在签署此劳动合同之前甲方已经给予本人合理的时间予以考虑并对相关合同条款给予了解释说明，乙方特此声明对本合同所有条款理解并知晓因此产生的一切法律责任与后果。

本合同由甲乙双方在下述日期签署。

甲方：展讯通信(上海)有限公司

乙方：余慶華

(盖章)



签名：余慶華

2016 年 5 月 23 日

Substitute Assignment Letter

Date 2022.3.15

Re: US Patent Application No. 16/320,943, entitled "WIRELESS ROAMING METHOD,
ACCESS POINT DEVICE, AND MOBILE STATION

Confirmation of WANG Long's employment.

To whom it may concern,

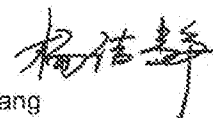
- 1) WANG Long was employed by Spreadtrum Communications (Shanghai) Co., Ltd. between 25th January, 2016 and 31th March, 2020.
- 2) Under his terms of employment with Spreadtrum Communications (Shanghai) Co., Ltd., WANG Long is obligated to assign the above US patent application to Spreadtrum Communications (Shanghai) Co., Ltd.
- 3) I confirm that the invention and patent application were conceived of and/or made during WANG Long's employment with Spreadtrum Communications (Shanghai) Co., Ltd. and covered under WANG Long's employment contract.

Yours faithfully

Signature:

Name: Jiejing Yang

Title: Head of Legal Department



Employment Contract of SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Party A: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Address: Spreadtrum Center Building No. 1, Lane 2288, Zuchongzhi Road, Pilot Free Trade Zone, Shanghai, China

Party B: WANG Long

According to the "Labor Contract Law of the People's Republic of China" and other applicable laws and regulations, both parties A and B agree to conclude this labor agreement (hereinafter referred to as the "agreement") on the basis of equal negotiation.

I. Period of this agreement and probationary period

(I) Both parties agree to determine the period according to the following method [2], and it will take effect on the day when Party B works after both parties' signatures:

1. This agreement is a fixed-period labor contract with a period of [] years from [] year [] month [] day to [] year [] month [] day. When signing this agreement for the first time, both parties agree that first [] months are the probationary period, i.e., from [] year [] month [] day to [] year [] month [] day. Before the expiration of the fixed-period labor agreement, both parties can negotiate with each other in accordance with the law and sign a new labor agreement after both parties agree. If Party B does not reply to Party A in written form within [] days after Party A's requirements for entering into a new labor agreement under conditions equal to or higher than this agreement, it shall be deemed that Party B has no intention to enter into a new labor agreement. When this agreement expires, it will be terminated, and Party A does not need to pay Party B economic compensation.

2. This agreement is a labor agreement with no fixed period, starting from [2015] year [03] month [05] day. When signing this agreement for the first time, both parties agree that first [3] months are the probationary period, that is, from [2015] year [03] month [05] day to [2015] year [06] month [04] day.

3. This agreement is a labor agreement with the completion of certain task as the period. From [] year [] month [] to the time when Party B completes the task agreed by both parties, and [] is the sign of completion of the task.

(II) If the actual working time of Party B is later than the start time agreed in this agreement, the start and end time of this agreement and the probationary period will also be postponed accordingly.

(III) Party B shall meet Party A's employment conditions during the probationary period, including but not limited to the physical condition that can meet work requirements, and corresponding work ability and performance. Party A will assess or evaluate whether Party B meets the employment conditions before the end of the probationary period.

II. Work content

(I) Party A hires Party B to work as a [Engineer Director] in its place of registration or business; Party B must obey instructions of Party A's management personnel and complete work requirements set by Party A.

(II) Party A may reasonably adjust work requirements of Party B or change Party B's work location due to the necessity of production and operation or based on Party B's work ability and performance. Party B shall comply with relevant arrangements of Party A.

(III) Without Party A's prior written consent, Party B shall not engage in or directly or indirectly assist any third party to engage in any commercial activity that is the same, similar and competitive with Party A's business during the period of this agreement, and shall not serve or work for any other economic organizations in any form.

III. Labor protection and working conditions

(I) Party A provides Party B with a safe and hygienic working environment that complies with Chinese laws and regulations, and ensures that Party B works in an environment with personal safety and no occupational hazards. If Party B's working environment involves occupational hazards or unsafe risks, Party A will take corresponding protective measures in accordance with the law, and train or educate Party B.

(II) Party A shall provide Party B with necessary working conditions and labor protection supplies in accordance with the actual situation of Party B's post and in accordance with Chinese laws and Party A's regulations. The specific situation will be explained by Party A to Party B when Party B enters or adjusts a new job post.

(III) Party A will arrange for Party B to conduct physical health checks regularly or when necessary according to the actual situation of Party B's post.

IV. Working hours

(I) In general, Party B implements a full-time working hour system of eight hours a day and forty hours a week. If Party A applies for the implementation of an irregular working hour system or a comprehensive calculation working hour system for Party B's job post based on business needs, after Party A obtains the approval of relevant authorities, Party B shall implement the changed working hour system.

(II) Party A can arrange for Party B to work overtime due to work conditions. Party B shall cooperate with Party A and follow corresponding approval procedures. Party B should also go through relevant application procedures in accordance with Party A's relevant regulations when working overtime on its own. Besides, Party A will pay Party B corresponding overtime wages or arrange time off according to applicable working hour system.

V. Labor compensation and benefits

(I) Party B's pre-tax wage during the probationary period when signing this agreement is [/] yuan, and the pre-tax wage after the probationary period expires is [/] yuan. Unless otherwise agreed by both parties, Party B's wage includes various legal or government-regulated subsidies, subsidies, allowances and other welfare income. If Party B's wage is adjusted during the period of this agreement, Party A may, except for changing this agreement, confirm the changes through notices, pay slips, etc.

(II) Party A may reasonably adjust Party B's wages at any time based on the average wage level of the market or industry, the company's operating conditions, Party B's post wage standards, and the results of Party B's performance evaluation, and decide whether to pay bonus to Party B according to the bonus policy formulated or adjusted from time to time.

(III) In general, the [30th or 31st] day of each month is Party A's wage payment day, but if that day falls on a legal holiday or a rest day, Party A can advance or postpone the payment of wages to a similar working day. If Party A is unable to pay Party B's wages on the wage payment date due to reasons not related to Party A, Party A may reasonably extend the wage payment date.

(IV) Party A and Party B must participate in social insurance and pay various corresponding fees in accordance with Chinese law.

(V) Party A will withhold and pay its personal income tax and the social insurance and housing provident fund expenses that shall be borne by Party B personally from Party B's remuneration in accordance with Chinese law.

(VI) Party B is entitled to statutory holidays, rest days, paid annual leave, marriage leave, funeral leave, family planning leave and other paid holidays as stipulated by Chinese law.

VI. Formulation or modification of labor discipline and rules and regulations

(I) Party A will formulate or modify rules and regulations including employee manuals and operating procedures applicable to Party B in accordance with provisions of Chinese laws and regulations and in accordance with democratic procedures, and Party B shall strictly abide by them. If Party B violates or refuses to accept Party A's rules and regulations, Party B may be subject to corresponding disciplinary sanctions until the labor agreement is relieved.

(II) standards of business conduct which are formulated by Party A's group company or overseas headquarters and requires to be observed by Party A's employees and other global human resource policies applicable to Party A, which do not violate Chinese laws, regulations and administrative regulations, are components of Party A's rules and regulations, and Party B shall strictly abide by these standards and policies. If Party B has any objection to any of the provisions, Party B shall timely inform his/her supervisor or Party A's human resource department after receiving or understanding the relevant content.

(III) In general, Party A will timely send Party B the rules and regulations, including the employee handbook, or inform Party B of the relevant content after both parties sign this agreement. If Party B does not receive the above-mentioned documents or has unclear content, Party B should contact his/her supervisor immediately. If Party B has any opinions on the rules and regulations, or wants to know the specific situation of democratic procedures carried out by Party A when formulating or modifying the rules and regulations, Party B can submit opinions or requirements to his/her supervisor or Party A's human resource department.

VII. Training service period

(I) If Party A invests in employing Party B or provides professional training to Party B or provides special treatment to Party B, Party B shall assume service period obligations to Party A. Unless the two parties sign another special agreement, the service period shall not be less than six (6) months. If the service period is longer than the period agreed in this agreement, the period of this agreement will be postponed to the end of the service period. However, if Party A does not require Party B to continue to perform the obligations of the service period, Party A can release Party B's corresponding responsibilities by noticing Party B one month in advance, and this agreement shall terminate at this time. If Party B violates the service period obligations and relieves the labor agreement in advance, or if Party A immediately relieves the labor agreement due to violation of relevant provisions of the second paragraph of Article 9 of this agreement, Party B shall be liable for breach of agreement. Unless otherwise agreed by both parties, Party B shall compensate the actual loss of Party A.

VIII. Modification of this agreement

This agreement can be changed or relieved if both parties reach an agreement through consultation.

IX. Relief of labor agreement

(I) During the probationary period, Party B may notify Party A to relieve this agreement three (3) days in advance, or after the probationary period, notify Party A in written form to relieve this agreement one (1) month in advance, unless otherwise agreed by both parties in this agreement or other agreements.

(II) If Party B has one of the following circumstances, Party A can relieve this agreement immediately without paying Party B economic compensation:

1. During the probationary period, it is proved that Party B does not meet the employment conditions after examination;
2. Serious violation of labor discipline, this agreement or Party A's rules and regulations;
3. Serious dereliction of duty, malpractice for personal gain, causing major damage to Party A's interests;
4. Establishing labor relations with other employers or working for other employers without Party A's consent;
5. Using fraud, coercion or taking advantage of Party A's difficulties to cause Party A to conclude or modify this agreement against the true intentions;

6. Party B have been re-educated through labor or have been investigated for criminal responsibility according to laws;

7. Other circumstances stipulated by laws and regulations.

(III) Except as otherwise provided by laws, Party A can relieve this agreement under any of the following circumstances, but must notify Party B in written form thirty (30) days in advance or pay one month's wage instead of advance notice:

1. Party B is ill or is injured not due to work, and after the medical treatment period expires, Party B cannot perform the original job, and cannot perform the work arranged by Party A;

2. Party B is not competent for the job, and after training or adjustment of job post, Party B is still not competent for the job;

3. Objective conditions on which this agreement was concluded have a major change, which makes this agreement impossible to perform, and the two parties cannot reach an agreement on changing this agreement after negotiation;

4. Party A lays off employees in accordance with legal procedures;

5. In the event of objective conditions such as merger or division of Party A, Party B refuses to change this agreement, which makes it impossible to continue to perform this agreement;

6. Party A adjusts Party B's job post or provides training to Party B as Party B is not competent for the job, but Party B refuses to accept it.

(IV) If Party A has any of the following circumstances, Party B can relieve this agreement at any time:

1. Failure to pay social insurance premiums for Party B in accordance with laws;

2. Forcing Party B to work by means of violence, threats or illegal restrictions on personal freedom;

3. Failure to pay wages and remunerations in full and on time or provide labor protection or necessary working conditions as stipulated in this agreement;

4. The content of the rules and regulations violates the provisions of laws and regulations, and damages the rights and interests of Party B;

5. Using fraud, coercion or taking advantage of Party B's danger to make Party B conclude or change this agreement against the true intentions;

6. This agreement is totally invalid due to agreement to exempt Party A from legal liability and exclude Party B's rights;

7. Other circumstances stipulated by laws and regulations.

(V) If Party B has one of the following circumstances, Party A shall not relieve this agreement in accordance with the third paragraph of Article 9:

1. Engaging in occupational-disease-hazard operations, failing to conduct pre-departure occupational health examinations, or being diagnosed in the occupational disease prevention and control department due to suspected occupational diseases or in medical observation;
2. Those who suffer from occupational diseases or are injured at work and are confirmed to have lost or partly lost the ability to work;
3. Due to illness or non-work-related injuries, within the prescribed medical treatment period;
4. Female employees during pregnancy, childbirth or breastfeeding;
5. Working in Party A for 15 consecutive years and less than five years from the legal retirement age;
6. Other circumstances stipulated by laws and regulations.

X. Termination of this agreement

(I) This agreement can be terminated in any of the following circumstances:

1. When this agreement expires, both parties or one party no longer renew the labor agreement;
2. Party A goes bankrupt, dissolves, has its business license revoked, is ordered to close or revoke, or expires;
3. Party B reaches the legal retirement age or starts to enjoy basic pension insurance benefits according to laws;
4. Party B dies, or is declared dead or missing by the people's court;
5. Other circumstances stipulated by laws and regulations.

(II) After the termination or cancellation of this agreement, Party B shall return all properties, documents and letters belonging to Party A within the time specified by Party A, and complete handover procedures.

(III) In any of the following circumstances, Party A shall provide Party B with economic compensation in accordance with applicable Chinese laws and regulations:

1. Party A proposes to Party B in accordance with Article 8 and agrees with Party B to terminate this agreement;

2. Party A terminates this agreement in accordance with the third paragraph of Article 9;
3. Other circumstances stipulated by laws and administrative regulations.

XI. Proprietary information and restrictions on competition

(I) Proprietary information

1. Party B agrees to strictly keep confidential for any proprietary information of Party A obtained or created by Party B during and after Party B's employment with Party A, not disclose such proprietary information to any person, business or company, and not use or assist in using any proprietary information for any purpose. Party B further agrees that Party B will not delete, copy or extract such proprietary information unless Party A makes explicit requirements to enable Party B to perform Party B's duties. Such proprietary information is known to or may be known to Party B due to Party B's employment with Party A, including but not limited to Party A's disclosure to Party B, or acquirement from Party A or other means due to Party B's current work.

2. Party B knows that the "proprietary information" includes any proprietary information, technical data, trade secrets, or technical know-how, including but not limited to research, product plans, products, services, suppliers, customer lists, prices and costs, markets, software, development, inventions, processes, formulas, technologies, designs, drawings, engineering, hardware configuration, information, marketing, licensing, finance, budget, personal information (including the personal capabilities of Party B) or other business information disclosed by Party A to Party B, which are owned by Party A, or owned by Party A's affiliates, or owned by Party A and its affiliates' customers, are not known to the public, are capable of bring benefits to Party A or its affiliates or its affiliates' customers, are related to production or business operations, and are kept secret by Party A through this agreement or other means. The disclosure can be made by Party B directly or indirectly in written form or verbally during Party B's employment, regardless of whether it is during working hours.

3. Party B knows that "proprietary information" also includes, but is not limited to, information on various aspects of Party A's business, either information not known to Party A's actual or potential competitors, or Party A or its customers or its supplier's proprietary information, regardless of whether the information is technical or not.

4. Party B acknowledges that Party A has absolute ownership or right to use proprietary information, and Party B shall not raise any objection or claim any rights to Party A's ownership or use right, and that Party B shall not, except for work needs and obtaining written consent from Party A, request or claim any owner's rights on such proprietary information anywhere in the world in the name of itself or other individuals, businesses or companies.

5. Party B declares that as an employee of Party A, Party B has not and will not violate any agreement regarding confidentiality of proprietary information, knowledge or data obtained by Party B under confidentiality or on trust before or after being employed by Party A. Party B will not disclose to Party A or its employees, or use or otherwise infringe any invention or confidential or proprietary information belonging to the original employer or any other parties for the benefit of Party A. If Party B violates the above regulations, Party B shall bear all the consequences, and it has nothing to do with Party A.

6. Party B confirms that Party A has and will receive their confidential or proprietary information from a third party. Party B agrees to strictly keep these confidential or proprietary information confidential, not to disclose to any person, business or company, not to use or otherwise infringe on this information (but except for those necessary when Party B works for Party A in compliance with the provisions of the agreement signed between Party A and such third party).

7. Party B declares that Party B's performance of all the terms of this agreement does not violate the agreement for confidentiality of proprietary information obtained by Party B under confidentiality or on trust before being employed by Party A. Party B has not signed, and agrees not to sign any oral or written agreement that conflicts with any clause of this agreement.

8. Party B agrees that the consideration for fulfilling the aforementioned confidentiality obligations is included in the wage. At the same time, Party B agrees and promises that Party B will immediately return to Party A or Party A's designated person proprietary information and all other files, documents, tapes, computer disks and correspondence that are made, belong to, or are retained or controlled by Party B during the employment, when Party B relieves or terminates the labor relationship with Party A for whatever reason or when Party A makes a corresponding request. Party B has no right and shall not keep copies of such proprietary information and files. The property rights and copyrights of these items belong to Party A.

(II) Competition restriction

1. Party B guarantees that during its employment by Party A or (for any reason) within 24 months after terminating its employment with Party A, Party B will not in any direct or indirect way:

(a) lobby or try to induce, recruit and employ the following persons or entities to leave Party A to compete with Party A or any of its group companies or reduce business dealings with Party A:

(i) persons, firms, companies or other organizations that are clients of Party A or any of its group companies or have habitual transactions with Party A or any of its group companies within 24 months prior to the aforementioned termination date, and has contact with or learned of or known to Party B during Party B's employment of Party A; or

(ii) Party A's employees, directors, consultants or consultants;

(b) Employ or hire employees, consultants, consultants of Party A or any of its group companies, or persons who have a service agreement with Party A or any of its group companies, or use services provided by Party A or any of its group companies.

2. Unless agreed in written form by Party A, for whatever reasons, Party B will not be self-employed during the period of employment and within two years after resignation, will not be employed in any direct or indirect ways by companies, individuals, firms or organizations having similar products or with similar business scopes with Party A, and will not be engaged in businesses that have a competitive relationship with Party A.

3. Party B agrees that Party A has the right to decide and notify Party B in written form before, when or after terminating or relieving the labor relationship, based on the actual situation at that time, that Party B does not need to perform the competition restriction obligation, otherwise, Party B will perform the obligation. In this case, Party A shall pay Party B a monthly compensation for the restriction of competition within the non-competition period. The total amount of the compensation shall be equivalent to Party B's wage for the seven months before the departure. Party B agrees that the compensation fee has constituted a reasonable compensation for Party B's performance of the competition restriction obligation.

4. If Party A informs Party B in advance that it is not required to perform the competition restriction obligation, and Party B has begun to perform the obligation, Party A will pay Party B a compensation fee equivalent to the part of the obligation that has been performed, and bear only the compensation fee limited responsibility. However, if the competition restriction compensation fee paid by Party A to Party B in advance is higher than the actual fee due to Party B, Party B shall return the higher part timely.

5. Party B agrees that he/she is obligated to provide Party A with information on employment status or the status of fulfilling the competition restriction obligations in a timely manner, and shall assist Party A in understanding such information. Party A is obliged to keep this information confidential.

XII. INVENTION

(I) Inventions that can be retained and licensed

1. In case that Party B has created, prior to its employment with Party A, invention(s), original work(s) with Party B as original author, development(s), improvement(s) and trade secret(s) (hereinafter referred to as "previous inventions"), that belong to Party B, are related to Party A's business, product or research and development and are not assigned to Party A, Party B shall describe such previous inventions in a list attached to the present

agreement; if there is no such list to be attached thereto, Party B declares that there are no such previous inventions; if Party B incorporates any previous invention into any product, process or machine of Party A, then Party B hereby grants and will grant Party A non-exclusive, royalty free, irrevocable, permanent and worldwide license rights (and the sub-license right), and grants Party A the right to create, modify, use, sell and distribute the previous inventions that are part of or related to products, processes or machines.

(II) Invention assignment

1. In developing any invention, original work with Party B as original author, development, concept, improvement or trade secret, Party B agrees to make full disclosure to Party A in written form promptly whether or not the invention is patentable or registrable under the provisions of copyright law or similar laws.

2. Party B assigns to Party A all rights, ownership and interests he enjoys in worldwide in all inventions, original works with Party B as original author, developments, concepts, improvements or trade secrets conceived or developed or put into practice by Party B alone or jointly with others during his employment with or as a consultant to Party A (referred to as "invention" in the present agreement) whether or not the invention is patentable or registrable under the provisions of copyright law or similar laws.

3. Party B further confirms that, inventions created by Party B alone or jointly with others in connection with Party A's business, production or research during his employment with or as a consultant to Party A using the working conditions provided by Party A, and inventions developed by Party B within one year after leaving Party A in connection with Party B' original work (to the maximum extent permitted by applicable laws) are all "service inventions". Except for the right to receive an appropriate form of reward from Party A for the above service inventions, at no time should Party B claim or make any claim for such service invention.

4. In addition to the work assigned, Party B knows that the requirement to assign inventions to Party A does not apply to inventions developed by Party B in its own time without using Party A's equipment, materials, facilities or trade secret information, except for the following inventions: (1) during the formation or putting into practice of the invention, inventions being related to Party A's business or related to research or development that is actually carrying out by Party A or is predictable as indicated by Party A; (2) inventions resulting from Party B's work for Party A. In this regard, Party B shall promptly notify Party A in written form.

(III) Record keeping

1. Party B agrees to keep existing written records of all inventions created (alone or jointly with others) during its work for Party A. Notes, sketches, pictures, and other forms may be taken for the records. The records will be available for inspection by Party A at any time

and shall be completely considered as the property of Party A. Party B agrees not to remove the records from Party A's business premises.

(IV) Patent right and copyright

1. Party B agrees to assist Party A in an appropriate manner to ensure that Party A has the right to the previous invention and any copyright, patent, trademark, spiritual right or other intellectual property right related thereto in any country. Party B agrees to assist Party A in disclosing all relevant information and materials to Party A in a timely manner, and sign all applications, specifications, oaths and all other documents required by Party A so that Party A can apply for or obtain the above intellectual property rights. Party B agrees and will assist in the transfer and assignment of the sole exclusive right, ownership and interest in the invention and any copyright, patent or other intellectual property rights related thereto to Party A. Party B further agrees that its obligation to sign any documents will continue to be valid after its departure from Party A.

2. If, for any reason, Party A fails to obtain the signature of Party B to apply for or continue to apply for any patent or copyright registration assigned to Party A, Party B hereby irrevocably designates and appoints Party A and its officially authorized personnel as Party B's agents and trustees, to act for or on behalf of Party B, to sign and submit applications, and to take all other actions permitted by law to further apply for, submit, maintain and issue a patent or copyright registration with the same legal effect as one signed by Party B. Party B hereby waives its current or subsequent right to lodge a claim against Party A of any nature for any infringement of all exclusive rights assigned to Party A.

(V) Notification to other parties

1. If Party B no longer works for Party A, Party B hereby agrees that Party A shall notify its new employer of its rights and obligations hereunder.

XIII. Compensation for breach of agreement

(I) Party B acknowledges that his/her compliance with the commitments and obligations under Articles 11 and 12 of this agreement are express conditions for Party A to agree to establish a labor relationship with him/her. Party B agrees that when Party A can prove that Party B has violated the above obligations, Party A has the right to immediately terminate the labor relationship with Party B. At the same time, Party B shall immediately stop the breach of agreement and shall pay Party A a total of seven months of liquidated damages. If Party A can prove that the actual losses suffered due to Party B's breach of agreement exceed the liquidated damages, Party B shall also compensate Party A for the difference between the liquidated damages and the actual losses.

XIV. Labor disputes

(I) When a labor dispute occurs between Party A and Party B, they shall strive to resolve it through negotiation; if the negotiation fails, they may apply to the Labor Dispute Mediation Committee for mediation. However, both parties or either party may directly apply for arbitration to the Labor Dispute Arbitration Committee where Party A is located within the prescribed time limit after the labor dispute occurs. After the arbitration award, the party that does not obey the arbitration award may file a lawsuit in the people's court where Party A is located within 15 days from the date of receipt of the arbitration award.

XV. Supplementary Provisions

(I) Party B confirms that the address filled in in this agreement is a valid mailing address, and any documents sent to that address will be deemed to have been delivered from the date of issuance. Party B shall timely notify Party A in written form when changing his/her mailing address, and Party B shall bear all the delays and related legal liabilities caused thereby.

(II) Party B promises and guarantees that he/she has not violated the obligations stipulated in the agreement with the original employer, and that his/her acceptance of Party A's employment will not violate the confidentiality agreement and other relevant agreements that have been signed with the original employer, and will not make Party A bear to any third party any legal liabilities arising from the employment of Party B.

(III) Party B shall spend all of his/her time, energy and skills in performing his duties under this agreement during his/her work, be loyal and diligent to Party A, and do his/her best to serve Party A.

(IV) Party B promises that the basic status and information directly related to this agreement provided to Party A during the recruitment process are true and effective. If there is any change in such information, Party B shall notify Party A in a timely manner. If Party B fails to notify timely or provides false information, Party B shall bear the legal responsibility arising therefrom.

(V) If the terms of employment provided by Party A in the offer of employment are inconsistent with this agreement, this agreement shall prevail. If not stipulated in this agreement, the relevant content in the offer of employment shall be used as a supplement to this offer of employment.

(VI) For matters not covered, both parties can sign a supplementary agreement. If any clause of this agreement is inconsistent with national laws and regulations, the national laws and regulations shall prevail.

(VII) This agreement is in duplicate, each party holding one copy, and both parties having the same legal effect.

Party A: SPREADTRUM COMMUNICATIONS (SHANGHAI) CO., LTD.

Signature:

Date: 2016.1.25

Party B: WANG Long

Signature:

Date: 2016.1.25

劳动合同续订书

甲方（用人单位）：展讯通信（上海）有限公司

联系地址：中国（上海）自由贸易试验区祖冲之路 2288 弄展讯中心 1 号楼

联系电话：

乙方（员工）：王泷

身份证号/护照号：

居住/联系地址：

联系电话：

微信号：

紧急情况联系人：

联系电话：

甲、乙双方协商一致，同意续订 2016 年 1 月 25 日双方签订的劳动合同书（以下简称“原劳动合同”），并签订本劳动合同续订书。

1. 续订期限

原劳动合同于 2019 年 1 月 24 日期满，本次续订劳动合同的期限为如下第【 1.1 】种：

1.1 固定期限：自 2019 年 1 月 25 日起，至 2024 年 1 月 24 日止。

1.2 无固定期限：自 / 年 / 月 / 日起，至法定解除或终止劳动合同的条件出现时止。

1.3 以完成一定工作任务为期限：自 / 年 / 月 / 日起，至工作任务完成止。

2. 岗位及部门

乙方所属部门为 WIFI SH，岗位为 WCN 高级副总裁，工作地点为 上海。

3. 工作时间

3.1 甲方实施相关法律法规规定的[标准/不定时]工作制。根据相关的法律法规及乙方工作岗位的实际需要，确定乙方适用以下第【 3.1.2 】种工时制度：

3.1.1 标准工时制：乙方正常工作时间每周自星期一至星期五，每天工作八小时，每周工作四十小时（不包括上下班在途时间、用餐和休息时间）。

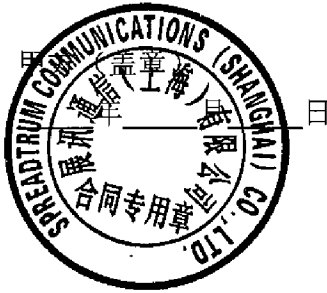
3.1.2 不定时工作制：根据乙方的工作性质和工作特点，甲方已经取得有关劳动保障部门的批准，乙方将按照不定时工作制工作，在该不定时工作制下，乙方将不受支付加班工资规定的约束。

3.2 如乙方所在工作岗位经甲方向有关劳动行政部门申请由标准工时制变更为不定时工作制的，则乙方同意，前述 3.1 条的工作时间制度自动做相应变更，依照甲方所获得的相关行政审批文件执行。

4. 其他补充约定（如无，请划“/”）：____/____。

5. 除本劳动合同续订书明确约定或通过其他形式变更外，双方应继续按照原劳动合同的规定履行各自的权利义务。

6. 本劳动合同续订书一式两份，双方各执一份，经双方签字盖章生效。



乙方（签名）：
2018 年 11 月 30 日

Long Wang



6913

劳 动 合 同 书

甲方：展讯通信（上海）有限公司

乙方：Wang Long

CORRECTION

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展讯通信(上海)有限公司

劳动合同

本劳动合同(“合同”)由展讯通信(上海)有限公司(地址:上海浦东张江祖冲之路2288弄展讯中心1号楼),一家依中华人民共和国(“中国”)法律组建存续的企业(“甲方”),和 Long Wang (出生年月: 05/09/1968, 住所地: Y16, 护照号码: 530748532, 以下简称“乙方”),根据《中华人民共和国合同法》(“合同法”)及其他有关适用的法律法规,双方在平等自愿协商的基础上,于 2016 年 1 月 25 日签订。

第一条 合同期限、试用期限

- 1.1 本合同期限(包括下述试用期)为 叁 年,除非根据本合同约定的终止或解除条款或国家及地方法律法规的相关规定本合同提前解除或终止,本合同的有效期限自 2016 年 1 月 25 日起至 2019 年 1 月 24 日止,其中前陆个月为试用期,自 2016 年 1 月 25 日起至 2016 年 7 月 24 日止。乙方应具有完全行为能力,身体健康,诚信守法,有与其学历、资历或经历基本相符的工作技能,并符合甲方在录用时公布的录用条件。
- 1.2 在试用期内,根据有关法律法规规定,甲、乙双方均有权依法以书面形式通知对方解除本合同。乙方在试用期内如被证明不符合录用条件,甲方随时可以解除本合同。
- 1.3 在本合同签订时,乙方应秉持诚信原则向甲方提供其必要的、真实的、有效的个人资料和信息,包括但不限于乙方真实完整的身份、学历、家庭以及工作经历等证明,乙方对其资料和信息真实性负责。
- 1.4 乙方须在入职前配合办理在中国合法就业、居留所需的各类证件。
乙方有义务协助甲方办理合法的用工手续及相关事宜,并及时将签署后的劳动合同与包括但不限于本1.4条所列资料交给甲方。如因乙方原因使甲方无法办理合法的用工手续及相关事宜的,由乙方承担一切后果。
自用工之日起一个月内,经甲方书面通知后,乙方仍不与甲方订立书面劳动合同

的，甲方可以依法与乙方终止劳动关系。

第二条 工作岗位、工作职责

- 2.1 乙方同意被甲方安排到 WCN 部门的 Department VP 岗位 M07 职级从事工作。聘用时工作地点为 上海，甲方根据经营和工作需要可在甲方所在城市的范围内变更乙方的工作地点，乙方应遵从甲方的合理调整 and 安排。甲方可以安排乙方从事出差、异地派驻或轮岗工作，乙方应遵从甲方的合理调整 and 安排。
- 2.2 乙方在此同意甲方有权根据已制订并不时修订的考核方案和程序对乙方进行业绩评估，并可根据乙方的工作能力、健康状况、工作表现和甲方的业务需要调整乙方的工作岗位和职责范围，乙方应服从甲方的安排。
- 2.3 乙方应按照甲方的要求，按时完成分配的工作，达到规定的质量标准。乙方应尽最大努力按照其上级主管的指示完成本职工作，应与其主管及同事配合工作，遵守本合同的条款及甲方制订并不时修订的包括《员工手册》在内的甲方规章制度。乙方不应从事任何违反中国法律或损害甲方及其关联公司利益的活动；乙方不应利用在甲方的工作岗位及工作便利和职权直接或间接地为自己谋取私利。乙方未得到甲方事先书面同意，不得直接或间接地参与或帮助任何第三方从事与甲方及其关联公司业务相同、相似且有竞争关系的任何商业活动，也不得以任何形式受雇于甲方及其关联公司以外的其它经济组织。

第三条 工作时间和休息休假

- 3.1 工作时间
- 甲方实施相关法律法规规定的[标准/不定时]工作制。乙方的实际工作时间经甲方根据相关的法律法规及岗位的实际工作需要确定为以下[3.1.2]工时制度（乙方只适用下述一种工时制度）：

3.1.1 标准工时制：乙方正常工作时间每周自星期一至星期五，每天工作八小时，每周工作四十小时（不包括上下班在途时间、用餐和休息时间）。

3.1.2 不定时工作制：根据乙方的工作性质和工作特点，甲方已经取得有关劳动保障部门的批准，乙方将按照不定时工作制工作，在该不定时工作制下，乙方在工作日及双休日的加班工作将不受支付加班工资规定的约束。

3.2 如乙方所在工作岗位经甲方向有关劳动行政部门申请变更为不定时工作制的，则乙方同意，前述 3.1 条的工作时间制度做相应变更，依照甲方所获得的相关行政审批文件执行。

3.3 工作时间调整

在法律允许的范围之内，经与乙方协商后，甲方可依据需要更改乙方的工作日程，包括调整乙方工时制度或变更工作日的起始和结束时间。根据工作要求以及相关中国法律法规的规定，甲方亦可以合理的延长乙方的工作时间或要求乙方在双休日及节假日加班。乙方加班应获得甲方授权主管的书面批准，否则该额外工作时间不视为加班。

3.4 休息休假

乙方享有中国政府规定的法定节假日和双休日，并适用国家法律法规规定的其它假期。上述假期的规定参见甲方相关规章制度。

第四条 生产、工作条件和劳动保护

4.1 甲方为乙方提供符合中国政府规定的安全卫生工作环境。

4.2 甲方根据生产经营需要，按照中国政府 and 甲方的规定，向乙方提供岗位必需的职业道德、职业技能、安全培训及劳动防护设施。

4.3 乙方应当严格遵守甲方的各项安全规定及操作规程，正确使用甲方提供的各种工作设备和劳动保护设施。

第五条 劳动报酬

- 5.1 甲方对乙方实行按岗按职级定薪制度，乙方的工资不低于当地政府规定的最低工资标准。乙方的具体薪资详见附件一。甲方依据对乙方绩效评估，结合乙方实际的工作表现、岗位职级的变动等其它甲方认为的必要因素，有权依法对乙方的薪资作相应的调整。
- 5.2 除非法律或甲方另有规定，乙方的工资已经包含了甲方依法应予以支付的各项补贴、津贴或其他费用。甲方将在每月 20 日支付乙方上个月的工资（如因特殊原因最多不晚于每月二十五日支付并将事先告知乙方），支付方式为法律许可的支付方式。若乙方于发薪日前 5 个工作日内入职或于发薪日以后入职，乙方在此确认并同意甲方将乙方的当月薪资与次月薪资合并于次月发薪日一并发放。
- 5.3 甲方依法代扣代缴法律规定的个人所得税和其他费用。甲乙双方同意，根据法院判决、仲裁裁决或者其他规章制度中列明要求乙方向甲方支付的费用，甲方可以从应向乙方支付的工资报酬中予以扣除。
- 5.4 甲方将根据经营业绩及盈利状况以及乙方在考核期内完成岗位目标任务过程中工作成效、工作表现及工作时间等其他甲方认为的必要因素自主决定向乙方发放奖金的数量。具体发放办法将根据甲方另行制定及不时修订的奖金发放方案执行。
- 5.5 合同期内，甲方有权依据相关法律法规规定及甲方经营效益、乙方工作表现、岗位变化等情况调整乙方劳动报酬。

第六条 福利待遇

- 6.1 甲方直接提供给乙方的福利待遇，应遵守国家的法律法规规定、《员工手册》以及其他甲方的政策，除此之外甲方没有义务支付乙方任何其他费用。
- 6.2 乙方在甲方工作期间生病或非因工负伤时应享有医疗期。乙方的医疗期适用甲方按国家及地方有关规定而制定的规章制度。

- 6.3 如果乙方因特殊需要请假，需经甲方根据甲方的现行有效的规章制度批准。未经批准擅自脱岗将视为旷工。

第七条 劳动纪律及奖惩

- 7.1 甲方可根据中国法律法规的规定制订或不时修订适用于乙方的包括《员工手册》、~~政策、工作守则及措施在内的甲方规章制度，乙方应予以严格遵守。~~
- 7.2 乙方应当在工作中严格遵守甲方的规章制度，自觉履行甲方各项制度中的要求，严格遵守工作场所安全卫生规章、工作程序和操作规范；不损害甲方的财产，遵守职业道德；严格按照甲方的规范参加甲方组织的培训，提高思想觉悟和职业技能，甲方公布的规章制度构成本合同的组成部分，与本合同具有同等效力。
- 7.3 如果乙方违反甲方规章制度，甲方有权按照该等规章制度的规定对乙方予以处罚，包括口头警告、书面警告、解除本合同等。如果因乙方前述违纪、违规行为给甲方带来经济损失的，乙方有义务赔偿甲方相应损失。

第八条 本合同的终止和解除

- 8.1 订立本合同依据的法律、法规、规章发生变化时，本合同的相关规定应相应变更。
- 8.2 乙方有下列情形之一的，甲方可以立即解除本合同而无须向乙方支付经济补偿：
- (1) 在试用期内如乙方被证明不符合录用条件的；
 - (2) 严重违反本合同、《员工手册》（包括但不限于《员工手册》第 9.2.4 条的规定）及甲方规章制度或劳动纪律的规定；
 - (3) 乙方严重失职、营私舞弊，对甲方利益造成壹万元人民币及以上损失或严重损害甲方的；
 - (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) 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

订立或变更本合同的；

(6) 乙方被劳动教养的或被依法追究刑事责任的；

(7) 乙方不能胜任工作，经过培训或者调整工作岗位后，仍不能胜任工作的；

(8) 本合同订立时所依据的客观情形发生重大变化，致使本合同无法履行，经甲乙双方协商不能就变更本合同达成协议的；

(9) 法律、法规所规定的其他情形。

8.3 有下列情形之一的，甲方可以解除本合同，但须提前三十日书面通知乙方或支付乙方离职前一个月工资的代通知金：

(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，也不能从事由甲方另行安排的工作的；

(2) 甲方认为乙方不适宜继续在公司工作的。

8.4 除按照法律规定或双方其他约定外，乙方如欲解除本合同，在试用期内乙方解除本合同应提前三天书面通知甲方。在试用期后，乙方解除本合同应提前三十日书面通知甲方。自乙方书面提出辞职之日起三十日（双方另有约定的除外）内，乙方应遵守甲方要求的工作安排，按甲方规定做好离职前的工作/物品交接，三十日期满，双方之间的劳动关系即结束，在乙方要求解除本合同的情况下，甲方无须支付乙方任何经济补偿。甲方应为乙方办理相关离职手续。

8.5 经甲乙双方协商一致，可以修订或解除本合同。

8.6 甲方依据第 8.3 条解除本合同时，应根据乙方在甲方的工龄，每满一年支付一个月工资作为经济补偿；如乙方的月工资高于甲方所在地上年度职工月平均工资三倍的，经济补偿的标准按职工月平均工资三倍的数额支付。

8.7 关于乙方辞职的特别约定

本第 8.8 条的规定对乙方（以打勾表示选择的内容，如选择适用将作为本合同的组成部分）

适用 ☒

不适用 ☐

鉴于乙方的工作岗位是涉密岗位（包括但不限于参与研发或涉密项目），甲乙双方特别约定，乙方在试用期满后提出解除本合同的应提前 30 日以书面形式通知甲方，在此期间甲方可安排乙方转岗。

第九条 合同终止

9.1 发生下述任何一种情况时，本合同自动终止：

- (1) 本合同期满；
- (2) 乙方达到法定退休年龄的；
- (3) 乙方死亡、或被人民法院宣告死亡或宣告失踪的；
- (4) 甲方被依法宣告破产的；
- (5) 甲方被依法撤销、歇业、责令关闭、宣告破产解散的；
- (6) 法律、行政法规规定的其他情形；

9.2 除上述第 9.1 条的规定外，本合同依第八条的规定被解除后终止。

第十条 本合同终止及解除后的交接

10.1 乙方应在本合同终止或解除之日，向甲方移交或归还所有由其使用或保存的属于甲方的财产，包括但不限于：

- (1) 甲方依本合同为乙方提供的与雇用有关的所有工作服装、工具、设备、钥匙、门卡以及交通工具；
- (2) 乙方负责保管、使用或在其控制范围内的所有有关甲方的文件、记录、档案、资料和数据的原件及其复印件；
- (3) 甲方提供的电脑、磁盘、光碟和其他办公用具；
- (4) 乙方向甲方暂支、暂借尚未归还的任何款项；
- (5) 如甲方在本合同有效期内根据甲乙双方之间的协议向乙方提供居住房屋，乙方应在本合同终止或解除之日起的 7 天内向甲方交还房屋及房屋内设施。

10.2 乙方应在本合同终止或解除之时向甲方指定的甲方其他员工移交工作，包括但不限于：乙方之前负责的业务和工作以及进展情况；乙方联系的客户、供应商名单和联系方式等。

10.3 乙方不应保存前述 10.1 条及 10.2 条规定的所有文件的原件或复印件。交接程序

完成之前，未将甲方允许，乙方不得擅自离职守。若乙方违反上述移交约定而给甲方造成任何损失或损害，则乙方须对由此造成的甲方损失承担赔偿责任。

- 10.4 在本合同终止或解除后，甲方根据本合同的规定应当向乙方支付的经济补偿在乙方完成上述 10.1、10.2、10.3 条的移交时支付。

第十一条 保密条款

- 11.1 乙方在本合同存续期间以及与甲方终止或解除本合同后，均应保守甲方的商业秘密。

本合同所指的商业秘密是指所有不为公众所知、所有与甲方或甲方的任何关联企业相关的业务、资产、客户、财务或其它任何事宜的信息，甲方的商业秘密包括但不限于下列各项：

- (1) 甲方的研发信息；产品规划、服务、技术、设计、图纸（含草图）、工程管理、硬件配置信息；
- (2) 甲方的培训内容、培训资料和研发文件；
- (3) 甲方的财务计划、规定、报表、数据或报告；
- (4) 甲方的客户名单、经营策略、销售资料、数据或报告；
- (5) 甲方的管理要求、劳动纪律和规章制度、工资、股票期权、奖金标准以及有关资料、数据或报告；
- (6) 已注明“保密”或“机密”字样的所有甲方信息。

- 11.2 乙方认识到保守甲方的商业秘密是乙方的法定义务。乙方违反本条款时，甲方有权立即解除本合同并追究乙方的违约责任。

- 11.3 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主、用人单位或任何公司、个人的关于保密义务的约定和协议。

- 11.4 乙方同意，对其获披露的甲方或甲方的任何关联企业、客户、供应商及其它合作伙伴的商业秘密仅可将之用于某些甲方限定的目的，未经甲方书面同意或授权，乙方不得以任何方式将其直接或间接地向任何第三方透露、泄漏。同时乙方也有义务防止商业秘密被透露、泄密、遗失及不当使用。

- 11.5 本合同终止或解除时，乙方应将其保管的所有的甲方的文件和资料按本合同第十条的规定归还甲方。
- 11.6 乙方违反本合同有关保密规定，视为乙方严重违反甲方规章制度，甲方有权解除本合同而无须给予乙方任何经济补偿，同时因乙方违反保密规定造成甲方损失的，甲方有权要求乙方承担赔偿责任。
- 11.7 在本合同终止或解除后，本条款的规定仍然有效。

第十二条 竞业限制

根据乙方的工作性质及岗位职责，本合同第 12.3、12.4 条竞业限制的规定对乙方(以打勾表示选择的内容，如选择适用将作为本合同的组成部分)：

适用 ☒
 不适用 ☐.

- 12.1 乙方确认并保证，为甲方工作及与甲方签订本合同将不会违反乙方与前任雇主或任何公司、个人的关于不竞争义务的约定和协议。若发生任何违反本条款的行为，乙方有义务承担由此造成的任何损失，甲方不承担任何责任。
- 12.2 本合同有效期内，未经甲方书面许可，乙方不得在任何其他组织任职或兼职。
- 12.3 鉴于乙方的工作性质，甲方有权要求乙方在与甲方终止或解除本合同之日起的[贰拾肆个]月之内(下称“竞业限制期间”)，不得到全球范围内与甲方生产同类产品或经营同类业务或具有竞争关系的其他用人单位任职，也不得自己生产与甲方有竞争关系的同类产品或经营同类业务。乙方同意其离职后是否需要履行竞业限制义务以甲方书面通知为准。如果甲方书面要求乙方离职后履行竞业限制义务的，则竞业限制期内甲方将按月向乙方支付竞业限制补偿金，每月补偿金数额相当于乙方工资(按终止或解除本合同前 12 个月乙方月平均工资计)的 30%(如当地政府的法规、规章有不同规定的，按当地政府的规定执行)。
- 12.4 在乙方离职前和离职时，甲方有权随时解除乙方竞业限制的义务。

- 12.5 甲乙双方知悉并同意若双方签署《竞业限制协议》，则《竞业限制协议》为本合同不可缺少的附件，若本合同条款与《竞业限制协议》条款约定相冲突，则以《竞业限制协议》条款之约定为准。

第十三条 知识产权、公司财产

- 13.1 本合同期限内，乙方因执行本单位的任务或者利用甲方或甲方关联公司的物质技术条件、商业秘密以及经营上的便利等所取得的专利权（包括专利申请权）、商标权、著作权、技术思想、技术方案、研究成果等知识产权及与此相关的成果及乙方在离开甲方后一年内开发的与原工作任务有关的发明和创造等知识产权（以下简称“职务成果”）均属于甲方所有，另有约定除外，乙方对该等职务成果在任何时候不得主张或提出任何请求或权利要求，包括但不限于提出任何经济补偿、费用支付的要求。甲方有权充分利用该等职务成果，包括但不限于用于生产、经营或者向第三方转让或许可。乙方应当按照甲方要求，采取一切必要措施，以协助甲方取得和行使该等职务成果而产生的知识产权。
- 13.2 如在乙方受雇于甲方之前，存在任何由乙方作出的与甲方的业务、产品或研发有关的全部发明、设计、具有署名权的原创作品、程序、配方、电脑软件程序、数据库、集成电路布局设计/掩膜作品、开发、概念、改良或商业秘密（合称“受雇前发明”）的，乙方应在本合同签订之时书面通知甲方。否则，如果没有前述有关受雇前发明的书面通知，乙方确认即视为不存在该等受雇前发明。乙方同意将不会把任何受雇前发明融入甲方的产品、程序或机械。

在本合同有效期内，如果乙方符合上述拥有受雇前发明的规定并且将任何自身拥有的或享有权益的受雇前发明融入甲方的产品、程序或机械中，乙方确认拥有所有必要的权利、权限和授权，以按照当前使用的方式使用该等受雇前发明，并且该等使用将不会侵犯任一公司、组织或个人的任何权利。而且在该等情况下，乙方特此授予甲方及甲方关联公司的每一成员，且该等每一成员均享有该等受雇前发明的非排他性的、免许可费的、可再许可的、可转让的、不可撤销的、永久的、全世界范围的许可，他们有权作为该等产品、工序或机械的一部分或为该等产品、工序或机械之相关目的制造、使他人制造、修改、使用、出售并以其他方式利用该等受雇前发明。如果因甲方及甲方关联公司使用、再许可、修改、转让或出售该等任一受雇前发明而导致对第三方的任何侵权行为或声称的侵权行为，而使甲方及甲方关联公司因此或与此相关而遭受任何请求、责任、损害赔偿以及费用，

包括因解决争议而发生的合理的律师费及开支，乙方同意赔偿甲方及甲方关联公司，使其免受损害。

- 13.3 乙方进一步确认与其工作有关或利用甲方的设施创造的、收到的或传送的所有文件（包括电脑记录、传真和电子邮件）和资料属于甲方的财产，这些财产在任何时候都属于甲方所有。当乙方与甲方劳动合同关系结束时（或其他任何甲方要求的时间），乙方应立即向甲方移交与工作相关的所有文件和资料。在本合同终止后，乙方在任何情况下都不得占有甲方的任何财产，或含有保密信息的任何文件或资料或复印件。

- 13.4 当乙方与甲方结束劳动合同后，乙方承诺将本条下的权利和义务通知新的用人单位。

第十四条 培训和资助

甲方将为乙方提供与其工作岗位相适应的在职培训。在甲方认为合适的情况下，可以为乙方提供专项培训，由于为乙方提供专项培训而签订的服务期协议将作为本合同不可分割的附件。

第十五条 乙方与前用人单位的关系

乙方声明和保证其本人已与前用人单位结束服务或聘用关系，并且乙方本人与该用人单位签订的所有文件中的继续存在条款不会影响本合同的签订和履行。乙方有义务保护前用人单位的商业秘密，乙方不得将前用人单位的商业秘密带入甲方，乙方在任何情况下都不得使用前用人单位的商业秘密。若发生任何违反本条款的行为，乙方有义务承担由此给甲方或前用人单位造成的任何损失，甲方不承担任何责任。

第十六条 特别约定条款

- 16.1 甲方将依法不时修订和颁布甲方的规章制度。乙方有义务通过包括但不限于甲方办公网、《员工手册》等渠道及时了解甲方现行的规章制度，这些规章制度（含《员工手册》）都是本合同的附件，与本合同具有同等效力。
- 16.2 乙方承诺在本合同有效期内以及因任何原因与甲方终止劳动关系之日起的二十四(24)个月内，乙方将不会直接或间接的引诱、促使、招募或鼓励甲方及其关联公司的任何员工离职，也不会为其本人或其他个人或组织的利益，带走、或试图引诱、促使、招募、鼓励或带走甲方及其关联公司的雇员、供应商、客户或顾问。

第十七条 违约责任

- 17.1 除本合同另有约定外，任何一方违约且给对方造成经济损失的，须依法承担违约责任，并根据违约责任的大小及给对方造成的经济损失的程度支付赔偿金。
- 17.2 乙方若违反有关适用法律法规和本合同第十二条的有关竞业限制的约定（如乙方适用），乙方应向甲方支付违约金，违约金金额等于乙方离职前两年的劳动报酬总额，并返还本合同第 12.3 条约定已支付的补偿金。若该违约金不足以弥补甲方实际损失的，甲方有权要求乙方赔偿甲方的损失。若造成甲方重大经济损失，甲方将保留提出法律追究的权利，并追索相应的经济赔偿。乙方若违反本合同第十四条有关服务期的规定，应当按照约定向甲方支付违约金。

第十八条 劳动争议的处理

- 18.1 甲乙双方因履行本合同而发生劳动争议时，适用下列劳动争议处理程序。
- 18.2 劳动争议处理程序为：
- (1) 甲乙双方协商解决。
 - (2) 争议的一方或双方也可以直接向甲方所在地的劳动人事争议仲裁委员会

申请仲裁。

(3) 不服仲裁裁决的一方, 可继续向甲方所在地的人民法院提起诉讼。

如法律对劳动争议处理有新的法律规定, 按新颁布实施的法律法规相应调整本条规定。

第十九条 通知

19.1 除非经对方事先通知更改地址, 否则履行本协议过程中所有的通知均应以专人派送、特快专递、传真、挂号邮件发往下述通讯地址:

甲 方: 展讯通信(上海)有限公司
地 址: 上海浦东张江祖冲之路 2288 弄展讯中心 1 号楼
邮政编码: 201203
电 话: 20360600
传 真: 50802996
联 系 人: 人力资源部

乙 方: Long Wang
联系地址:
邮政编码:
电 话:

乙方的上述联系地址为乙方同意的甲方向乙方送达法律文书的送达地, 送达方式为邮寄送达(包含特快专递), 只要甲方证明已经将送达的法律文书邮寄至乙方住址, 无论乙方是否实际收到, 均视为已经送达。若乙方住址发生了变化, 应在变化后的第二日书面通知甲方。如乙方未能及时更新住址变化信息致使甲方基于原来的信息向其发出文件的, 视为已经送达。

第二十条 其他

- 20.1 本合同的附件为本合同不可分割的一部分。本合同用中文签署，正本一式两份，甲方保留一份原件，乙方保留一份原件。本合同自甲乙双方签字之日起生效，且每一份原件具有同等法律效力。甲乙双方承诺任何一方不得向不相关的第三方泄露本合同内容及相关事宜。
- 20.2 对本合同的修改应以书面作成，并经双方签署后方能生效。双方须根据合同和其他适用法律、法规(如适用)以及甲方的规章和制度来解释和执行本合同。
- 20.3 本合同期满，经甲乙双方协商可以重新签订劳动合同，甲乙双方同意重新签订劳动合同的，双方应在本合同项下的合同期届满前或届满时重新签订新的劳动合同。
- 20.4 本合同条款如与国家法律、法规相抵触时，以国家法律、法规为准。
- 20.5 本合同未尽事项由甲乙双方另行协商并以书面的补充协议确定。

乙方特此声明：

1. 本人在签署此劳动合同之前已经仔细通读并了解本劳动合同中的所有条款和其效力。本人在此声明并保证，本人可以合法地签署本合同并受本合同约束。本人签订和履行本合同没有而且将来也不会违反对本人有约束力的与任何之前的用人单位签订的合同或协议，也不会违反对其有约束力的任何其他组织或机构的规定。
2. 本人知晓签署此劳动合同是完全出于本人自愿。
3. 在签署此劳动合同之前甲方已经给予本人合理的时间予以考虑并对相关合同条款给予了解释说明，乙方特此声明对本合同所有条款理解并知晓因此产生的一切法律责任与后果。

本合同由甲乙双方在下述日期签署。

甲方：展讯通信(上海)有限公司

乙方：Wang Long

(盖章)

签名：

Wang Long

____年____月____日

2016 年 1 月 15 日