

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7600204

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT CONTRACT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BINGHUI PENG	08/07/2021
RECEIVING PARTY DATA		
Name:	YUNDING NETWORK TECHNOLOGY (BEIJING) CO., LTD.	
Street Address:	10TH AND 11TH FLOORS, BUILDING 1, AREA 2, NO. 81 BEIQING ROAD, HAIDIAN DISTRICT	
City:	BEIJING	
State/Country:	CHINA	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16826182
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	docketing@metis-ip.com	
Correspondent Name:	YANGZHOU DU	
Address Line 1:	8407 CENTRAL AVE, SUITE 2077	
Address Line 4:	NEWARK, CALIFORNIA 94560	
ATTORNEY DOCKET NUMBER:	20724-0020US00	
NAME OF SUBMITTER:	YANGZHOU DU	
SIGNATURE:	/Yangzhou Du/	
DATE SIGNED:	10/20/2022	
Total Attachments: 18		
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VERIFICATION OF TRANSLATION

I, Rui Nie

of Building 2-B, 4th Floor, No. 9 Xuesen Street, Gaoxin District, Suzhou, 215011

hereby declare as follows:

1. I am a translator and am familiar with both the English and Chinese languages.
2. I am the translator of the documents attached hereto and certify that the following are the true English translations of EMPLOYMENT CONTRACT of Binghui Peng and EMPLOYMENT CONTRACT of Haibo Yu, to the best of my knowledge and belief.

Dated this day of October 20, 2022

Rui Nie

Signature of translator

Employee No.: Y0015

Name: Binghui Peng

Contract No.: YDWL20210923Y0015

EMPLOYMENT CONTRACT

Party A

Name: YUNDING NETWORK TECHNOLOGY (BEIJING) CO., LTD.

Legal Representative: Dongsheng Zhang

Address: Room 1101, Floor 11, Building 1, Zone 2, No. 81, Beiqing Road, Haidian District, Beijing

Party B

Name: Binghui Peng Gender: Male ID Card No.: 350526199108242012

Address: No.1 Zhongguancun, Haidian District, Beijing, China

Tel: 18150138029

Email: pengbh316@126.com

Emergency contact: Yuee Peng

Tel: 18600156860

According to the Labor Law of People's Republic of China and the Labor Contract Law of the People's Republic of China, and based on the principles of equality and negotiation, Party A and Party B hereof enter into this contract and agree to comply with provisions as follows.

When signing the current Employment Contract, Party B shall have dissolved or terminated the employment relations with Party B's previous employer in accordance with relevant laws and regulations. Party B shall ensure that Party A will not be involved in any disputes in any forms with Party B's previous employer. Otherwise, Party B shall compensate Party A for all economic losses, including but not limited to direct economic loss, indirect economic loss, investigation fee, notary fees and attorney fee paid by Party A for resolving disputes.

I. Contract Type and Duration

Article 1 This contract is a non-fixed-term labor contract, valid from September 23, 2021 until / / . The probation time is / month(s), from / to / .

II. Work Responsibility and Work Place

Article 2 Party B is employed to work in the area described in 1 .

- (1) Technology (2) Products (3) Marketing & Sale (4) Customer Service
(5) Operation Management (6) Function (7) Others

Party B's department: R&D Design Center

Party B's position: Senior Manager of Embedded R&D Department 1

Article 3 Party B shall meet the work standards and targets set by Party A. Party A shall have the right to adjust or rearrange Party B's work detail and/or work place based on Party A's operation strategy and/or Party B's performance and/or for Party B's health reason. Party B shall follow Party A's instructions and arrangements and complete designated work in quantity and quality according to Party A's requirements.

Article 4 It cannot be deemed as workplace change if Party B is abroad on business or on a long-term or short-term business trip.

III. Remuneration

Article 5 Party B's base salary (pre-tax) is __/__, and Party B's base salary (pre-tax) during probation is __/__. The base salary and base salary during probation hereof are the basis for calculating Party B's overtime pay.

Article 6 Party A shall pay the base salary of the previous month to Party B on the 10th of every month. The payment day shall be advanced to the nearest work day if it falls on holidays. And Party A shall decide when to pay Party B bonuses (if any) according to actual conditions. All individual income tax and insurance paid by Party B in accordance with relevant laws and regulations shall be deducted by Party A from Party B's salary. Party A shall pay remuneration to Party B via bank transfer.

Article 7 Performance bonus calculation and payment shall be carried out according to the Employee Handbook and Performance Management System.

IV. Social Insurance and Other Welfare

Article 8 Both parties shall pay social insurance in accordance with relevant laws and regulations.

Article 9 When Party B is ill or suffers from work-related injuries, Party A shall provide assistance for Party B's medical treatment in accordance with relevant laws and regulations. If Party B requests a sick leave, Party A shall process Party B's request according to Party A's regulations.

Article 10 When Party B suffers from occupational and work-related diseases or injuries, Party B's salary and work status shall be determined in accordance with relevant laws and regulations.

V. Probation Period Management

Article 11 Probation period management shall be carried out according to the Employee Handbook and Probation Period Management System.

VI. Contract Modification and Rescission

Article 12 Party A and Party B shall modify the contract in writing in any of the following conditions:

- (1) Both parties agree to modify after negotiation.
- (2) The contract cannot be fully or partially performed as objective circumstances (including but not limited to force majeure, or company transfer, asset transfer, company merger and department/position cancellation) on which the contract is based have major changes.
- (3) Laws/regulations/orders on which the contract is based have major changes.

Article 13 The contract shall be rescinded when both parties negotiate and agree to rescind.

Article 14 Party A has the right to rescind the contract without paying monetary compensation, if Party B falls within any of the following scenarios:

- (1) Party B is not eligible for employment during probation.
- (2) Party B commits serious violation of rules and regulations formulated by Party A.
- (3) Party B is engaged in serious dereliction of duty and/or malpractices for selfish ends, which cause serious loss to Party A.
- (4) Party B has signed an employment contract with another employer when Party B is still employed by Party A.
- (5) The contract is invalid because of the circumstances prescribed in Article 26.1.1 of the Labor Contract Law
- (6) Party B is prosecuted according to the law.

Article 15 Party A has the right to rescind the contract but needs to inform Party B 30 days in advance in writing or pays Party B extra one-month salary, if any of the following scenarios arise:

- (1) Party B cannot continue work in his/her original position nor in other positions arranged by Party A, even after the recovery period due to illness or non-work-related injury.
- (2) Party B is found to be incompetent, even after training or position adjustment.
- (3) The parties cannot reach an agreement on contract modification when the contract

cannot be performed as objective circumstances (including but not limited to force majeure, or company transfer, asset transfer, company merger and department/position cancellation) on which the contract is based have major changes.

Article 16 Party B shall inform Party A 3 days in advance to rescind the contract during the probation. Party B shall inform Party A 30 days in advance in writing to rescind the contract after probation.

Article 17 Party B has the right to rescind the contract, if Party A falls within any of the following scenarios:

- (1) Party A fails to pay Party B remuneration as agreed herein and without reasonable reasons.
- (2) Other situations prescribed by laws and regulations which entitle Party B to rescind the contract.

VII. Contract Termination or Renewal

Article 18 The contract is terminated, if it is in any of the following scenarios:

- (1) The contract term is expiring or assignments on which the contract is based are completed.
- (2) Party B starts to be entitled to receive basic old-age insurance.
- (3) Party B is deceased or announced to be deceased or missing by the People's Court.
- (4) Party A is declared bankrupt in conformity with laws and regulations, or Party A's business licenses are revoked or suspended, or Party A is ordered to close, or Party A decides to dissolve the company in advance.
- (5) Other situations prescribed by laws and regulations.

Article 19 Party A shall provide a written Letter of Intent to renew the labor contract 30 days before the expiration of the contract. Meanwhile, Party B shall reply to Party A before the date specified in the Letter of Intent in written form. If both parties agree to renew the contract, the renewal shall be handled in accordance with the relevant provisions of the Employee Handbook prepared by Party A.

VIII. Working Conditions, Workplace Safety, Prevention and Treatment of Occupational Diseases, Rules of Work Discipline

Article 20 Party A has the right to formulate and change regulations and rules of discipline by laws according to Party A's operation strategies.

Article 21 Party A has the right to discipline Party B for violating regulations and rules formulated by Party A.

Article 22 Party A agrees to provide Party B necessary working Conditions, workplace safety, prevention and treatment of occupational diseases in accordance with relevant laws and regulations of the People's Republic of China so that Party B can work in a safe and sound workplace during the contract term.

Article 23 During the contract term, Party B shall comply with rules of work discipline and other regulations and rules formulated by Party A. They include but are not limited to:

(1) Party B shall abide by regulations and rules formulated by Party A; Party B shall follow Party A's arrangement, take good care of Party A's property and observe professional ethics; Party B shall actively attend employee training and development programs provided by Party A to improve performance.

(2) Unless appointed by Party A, Party B shall not take a part-time job in any company other than Party A.

(3) Party B shall properly keep and reasonably use the equipment, facilities, office utensils and other company assets handled, used or kept by Party B during the working period. In case of any damage or loss of such assets caused by Party B, Party B shall be liable for civil compensation.

(4) Party B shall not store Party A's assets in his/her own name or in the name of other individuals.

(5) Party B shall not provide guarantee for any personal debts by Party A's assets.

(6) When employed by Party A, Party B shall not operate for himself/herself or for others the same or similar business as Party A, or engage in activities that harm the interests of Party A.

(7) Party B shall not take advantage of his or her power to seek personal gain, and shall not accept any form of bribe from anyone in work, including but not limited to business kickbacks, securities, membership cards, physical objects. The donated property received by Party B during work shall be handed over to the company. Concealing

without report shall be regarded as bribery or embezzlement of company property.

(8) Party A shall implement remuneration secrecy system, and Party B shall be obligated to keep confidential his/her remuneration. Specifically, when employed by Party A, Party B shall not disclose his/her remuneration to any third party, or inquire or compare the remuneration of others in any way. Otherwise, it is a serious violation of Party A's labor discipline.

(9) Party B shall observe labor disciplines regarding other aspects specified in the company's personnel management measures and other regulations.

Article 24 Party B has the right to work in a place where its safety and sanitation meet the standards prescribed in laws and regulations of the People's Republic of China, and refuse to perform dangerous tasks assigned by Party A against the laws of the People's Republic of China.

IX. Intellectual Property, Confidential Information and Confidentiality Obligation

Article 25 Intellectual property created by Party B in the course of employment by Party A or as results of utilizing working conditions provided by Party A shall be owned by Party A. Party B is obligated to protect the rights of intellectual property owned by Party A and not to engage in any activities that may result in the infringement of Party A's intellectual property rights.

Article 26 Confidential information herein refers to proprietary and confidential information and materials manifested in tangible or intangible forms, related to Party A, or its parent company, its subsidiary company, its affiliated company, intra-group company, known and obtained by Party B during the term of employment contract, including but not limited to:

- (1) All materials, computer software materials and computer hardware materials related to intellectual property of Party A;
- (2) Computer data, documents for internal use, design and function specification, development schedules, progress, and results;
- (3) All kinds of technical data regarding produce research and development;
- (4) Financial planning and balance sheet of Party A;
- (5) Cost and profit of produce;
- (6) Source information of produce;

- (7) Supplier and client information of Party A;
- (8) Minutes and documents for meetings between boards and managers;
- (9) All kinds of documentary materials of Party A;
- (10) Information regarding operation, planning, marketing, or technology;
- (11) Information regarding remuneration;
- (12) Proprietary and confidential information obtained and used for limited purposes by Party A from other third parties, which shall keep confidential at the request of third parties.

Article 27 Confidentiality Obligation

- (1) Party B shall prevent all above-mentioned confidential information from being disclosing. In the course of employment or within 3 years (Confidentiality Period) after leaving Party A for any reason, Party B shall not disclose, copy, or distribute confidential information of Party A or its related companies directly or indirectly to any individual (including but not limited to employees in Party A), company or entity, and Party B shall not utilize above-mentioned confidential information for his/her own benefit, or for benefits of any other individual, company or entity, unless with Party A's prior written consent or unless otherwise prescribed.
- (2) Party B shall inform Party A promptly of any confidential information misuse or abuse by any individual.
- (3) When Party B transfers his/her job in Party A or leaves Party A for personal or other reasons, Party B shall return to Party A all confidential materials with access or possession or being conceived, including documents or items, devices, archives, data, records, reports, lists, business correspondences, specifications, graphs, design sketches, drafts, raw materials, equipment, other documents or property owned by Party A, all copies of above mentioned materials during the course of employment, or other items owned by Party A or its successor or designated person. Party B shall transfer his/her job or leave Party A after going through the handover procedures to Party A or designated person or department.
- (4) Party B shall ensure that he/she will not misuse or leak proprietary information or transaction secrets of former employers, other individuals, or entities, when Party B works for Party A or what Party B is delegated to work in Party A's related companies. Party B shall also ensure that he/she will not bring unpublished documents or proprietary information of former employers, individuals, or entities to offices or other places of Party A or Party A's related companies, unless with prior written consent of former employers, individuals, or entities. Party B guarantees that all articles herein will not breach confidentiality agreement made by and between Party B and former

employers. Party B shall be fully liable for any dispute arising from breaking above mentioned promises.

Article 28 Party B will constitute a breach of confidentiality if he/she fails to assume confidentiality obligation stipulated herein. Under the circumstance, Party B shall pay Party A the liquidated damage which amounts to three months' salaries of Party B, and Party A shall have the right to directly deduct the liquidated damages from Party B's unpaid salaries, bonuses, etc. If Party B's breach of confidentiality causes losses to Party A, Party B shall compensate Party A for all economic losses (including but not limited to direct economic loss, indirect economic loss, investigation fee, notary fees and attorney fee paid by Party A for resolving disputes).

Article 29 If Party A's rules and regulations have clear provisions on intellectual property rights and confidentiality matters, Party B shall abide by them.

X. Labor Dispute

Article 30 Any disputes arising from or in connection with this agreement shall be settled first by both parties through negotiation. In case no settlement can be reached, either party can submit an arbitration request to the Labor Dispute Arbitration Committee in the jurisdiction where Party A is located within the time frame as specified by relevant laws and regulations. If either party rejects the arbitration result, the party can submit an appeal in the district court in the jurisdiction where Party A is located.

XI. Miscellaneous

Article 31 Matters not mentioned herein or matters conflicting with relevant laws and regulations of China shall be governed by relevant laws and regulations of China.

Article 32 All regulations (including but not limited to Employee Handbook) and attached tables of Party A are annexes in this contract, which Party A has the right to stipulate or change based on Party A's operation strategy and Party B must strictly observe.

Article 33 Party B confirms that the address hereof is true and valid and that all Party A's written notices can be sent to this address. All documents sent to this address by Party A shall be deemed valid delivery. If that address changes, Party B should inform Party A in writing in time. Otherwise, Party B shall be liable for any consequences arising therefrom. Party B agrees to entrust Emergency Contact to accept mediation and settlement offer, receive and sign legal documents when Party A fails to contact Party B.

Article 34 This agreement is made in duplicate, with each party holding one copy. This agreement takes effect upon signing and seals of both parties.

[There is no text below.]

Party A: Yunding Network Technology
(Beijing) Co., Ltd. (Seal)

Authorized Representative:

Date: September 23, 2021

Party B:

Signature: Binghui Peng

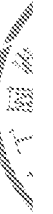
Date: August 7,
2021

员工编号：Y0015

员工姓名：彭炳辉

合同编号：YDWL20210923Y0015

劳 动 合 同



甲方：云丁网络技术（北京）有限公司

法定代表人：张东胜

地址：北京市海淀区北清路 81 号二区 1 号楼 11 层 1101 室

乙方：彭炳辉 身份证号码：350526199108242012

性别：男

实际通讯地址：北京市海淀区中关村壹号

联系电话：18150138029 电子邮箱（非企业邮箱）：pengbh316@126.com

紧急联系人：彭月娥 紧急联系电话：18600156860

根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》等法律法规，甲乙双方经平等协商同意，自愿签订本合同，共同遵守本合同所列条款。

乙方在签署本《劳动合同》时必须已根据有关劳动法规与原单位解除或终止劳动关系。乙方保证在其签署本合同书后，甲方不会因为任何原因被卷入乙方与原单位的任何形式的争议纠纷中。否则，乙方应当赔偿甲方因此而遭受的经济损失。经济损失包括但不限于直接经济损失，间接经济损失，甲方为妥善处理争议纠纷而支付的调查费用，公证费用，律师费等。

第一章 合同类型及期限

第1条 本合同期限类型为无固定期限劳动合同。

本合同有效期自2021 年 09 月 23 日起至/止。

其中试用期为/个月，自/起至/止。

第二章 工作内容和工作地点

第2条 甲方聘用乙方从事以下1所描述类型的工作。

（1）技术类（2）产品类（3）营销类（4）客服类（5）运营类（6）职能类（7）其他类

乙方工作部门：研发设计中心，职位：嵌入式研发一部高级经理

第3条 乙方工作应达到甲方要求的工作标准及工作目标。甲方有权根据生产和业务需要或乙方工作能力和业绩表现以及健康状况等原因，依法对乙方的工作岗位进行调整或重新安排，乙方须服从甲方的管理和安排，在规定的工作时间内，保质保量完成甲方指派的工作任务。

第4条 乙方因公出差及长短出差不视为工作地点变更。

第三章 工作待遇

第5条 乙方的基本工资为（税前） 试用期的基本工资为（税前） ；本条约定的基本工资及试用期基本工资作为计算乙方加班工资的基数。

第6条 甲方在每月十号向乙方支付上月基本工资，遇节假日则提前至最近的工作日。绩效奖金（如有）的发放时间由甲方根据实际情况确定。所有乙方按中国政府税法规定应缴纳的个人所得税和社会保险个人缴纳费用，将按国家规定由甲方从乙方工资中代扣代交。甲方以银行卡入账方式支付乙方工资。

第7条 绩效奖金核算与发放参照《员工手册》及《绩效管理制度》执行。

第四章 社会保险福利待遇

第8条 甲乙双方应按相关法律规定缴纳社会保险费用。

第9条 乙方患病或非因工负伤的医疗待遇按相关法律规定执行。乙方的病假工资按照甲方规定执行。

第10条 乙方患职业病或因工负伤的待遇按相关法律规定执行。

第五章 试用期管理

第11条 试用期管理参照甲方《员工手册》和《试用期管理制度》等文件执行。

第六章 劳动合同的变更 / 解除

第12条 由下列情形之一的，甲乙双方应变更劳动合同并及时办理书面变更合同手续：

- (1) 甲乙双方协商一致的；
- (2) 订立本合同所依据的客观情况（包括但不限于不可抗力或者公司迁移/资产转移/被兼并/部门或岗位撤销等）发生重大变化，致使本合同无法全部或部分履行的；
- (3) 订立本合同所依据的法律/法规/规章发生变化的。

第13条 经甲乙双方协商一致，本合同可解除。

第14条 乙方有下列情形之一的，甲方可以解除本合同且无须支付经济补偿金；

- (1) 在试用期内被证明不符合录用条件的；
- (2) 严重违反甲方规章制度的；
- (3) 严重失职、营私舞弊，对甲方利益造成重大损害；
- (4) 同时与其他用人单位建立劳动关系；
- (5) 因《劳动合同法》第二十六条第一款第一项规定的情形致使劳动合同无效的；
- (6) 被依法追究刑事责任的。

第15条 有以下情况之一的，甲方可以解除本合同，但应当提前 30 日以书面形式通知乙方或额外支付乙方一个月工资：

- (1) 乙方患病或非因工伤，医疗期满后，不能从事原工作也不能从事甲方另行安排的工作；
- (2) 乙方不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；
- (3) 本合同订立时所依据的客观情况（包括但不限于不可抗力或者公司迁移/资产转移/被兼并/部门或岗位撤销等）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劳动合同达成协议的。

第16条 乙方在试用期内解除本合同，应当提前 3 日通知甲方；转正后解除本合同，应当提前 30 日以书面形式通知甲方。

第17条 甲方有以下情况之一的，乙方可以解除本合同：

- (1) 甲方未按照约定且无正当理由拒不支付劳动报酬的；
- (2) 国家法律法规规定可以解除劳动合同的其他情形。

第七章 劳动合同的终止 / 续订

第18条 有下列情形之一的，本合同终止：

- (1) 合同期限届满或以完成一定工作任务为期限的合同工作任务完成的；
- (2) 乙方开始享受基本养老保险待遇的；
- (3) 乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；
- (4) 甲方被依法宣告破产 / 被吊销营业执照 / 责令关闭 / 撤销或者甲方决定提前解散的；
- (5) 法律 法规 规章规定的其他情形。

第19条 合同期满前 30 天，甲方提供书面劳动合同续签意向书，乙方应在意向书中规定的日期前，书面给予甲方答复。甲乙双方同意继续履行的，按照甲方公司拟定的《员工手册》的相关规定办理续签手续。

第八章 工作条件、劳动保护、职业病危害防治和劳动纪律

第20条 甲方有权根据生产经营需要，依法制定、修改规章制度和劳动纪律。

第21条 乙方违反劳动纪律和甲方的规章制度，甲方有权根据规章制度进行处理。

第22条 甲方同意在本合同期限内，依据中国有关法律规定，为乙方提供必要的工作环境、工作条件、劳动保护和职业病危害防治措施，保证乙方在安全、健康的环境中工作。

第23条 乙方在合同期内应遵守甲方的劳动纪律及其他规章制度。乙方应遵守的劳动纪律包括但不限于如下：

- (1) 乙方应严格遵守甲方依法制定的规章制度、工作规范；服从甲方管理，爱护甲方的财产，遵守职业道德；积极参加甲方组织的培训，提高思想觉悟和职业技能。
- (2) 除甲方委派外，乙方在甲方任职期间不得在甲方以外的单位兼职。
- (3) 乙方对工作期间经手、使用或保管的设备、设施、办公用具等公司资产应妥善保管，合理使用，因乙方原因造成前述财产毁损、灭失，应承担民事赔偿责任。
- (4) 乙方不得将甲方的资产以个人名义或其他个人名义开立帐户存储。
- (5) 乙方不得以甲方资产为任何个人债务提供担保。
- (6) 乙方在甲方任职期间不得自营或为他人经营与甲方相同或类似的营业，或从事损害甲方利益的活动。
- (7) 乙方不得利用职权为自己谋取私利，在工作中不得接受任何人给予的任何形式的贿赂，包括但不限于业务回扣、有价证券、会员证、实物等。乙方在工作中的受赠财物必须上交公司，私匿不报者视为受贿或侵占公司财产的行为。
- (8) 甲方实行保密工资报酬制度，乙方对其工资报酬水平须负有保密责任，在甲方工作期间，不得向任何第三方透露，也不允许以任何方式询问或攀比他人的工资，否则属于严重违反甲方劳动纪律。
- (9) 甲方实行保密工资报酬制度，乙方对其工资报酬水平须负有保密责任，在甲方工作期间，不得向任何第三方透露，也不允许以任何方式询问或攀比他人的工资，否则属于严重违反甲方劳动纪律。
- (10) 得向任何第三方透露，也不允许以任何方式询问或攀比他人的工资，否则属于严重违反甲方劳动纪律。
- (11) 在公司人事管理办法和其他规定中应遵守的其他方面劳动纪律。

第24条 乙方有权在国家规定的安全和卫生标准条件下从事劳动，有权拒绝从事甲方违反中国法律强迫其执行之危险任务。

第九章 知识产权、保密信息和保密义务

第25条 乙方执行甲方的工作或者主要利用甲方提供的工作条件完成的工作结果，其知识产权属于甲方。乙方有义务维护甲方知识产权权益，并且不得实施任何侵害甲方知识产权权益的行为。

第26条 保密信息”指属于甲方或其母公司、附属公司、关联公司、集团内部公司或有业务或合同关系的任何公司（“相关公司”）的专有或保密的，乙方通过其与甲方的劳动雇佣关系或者

因为其与甲方的劳动雇佣关系而知悉的任何有形或无形信息或材料。上述保密信息包括但不限于：

- (1) 与甲方所有的知识产权有关的一切资料、计算机软件资料、计算机硬件设备资料；
- (2) 电脑数据、内部文件、设计和功能规格, 开发计划、实施进度及其结果；
- (3) 产品开发和研制的各种技术数据；
- (4) 甲方的财务计划及收支情况；
- (5) 产品的成本和利润；
- (6) 产品来源的信息；
- (7) 甲方供应商及客户的信息；
- (8) 董事会和经理会议的各种记录及文件；
- (9) 甲方的各类档案材料；
- (10) 与经营、计划、营销或技术有关的信息；
- (11) 薪酬福利相关信息；
- (12) 甲方由第三者处收到的他们的专有或机密资料，且这些第三者均对甲方表示该等资料仅可在某些有限的目的上使用并要求甲方对该等资料保密。

第27条 保密义务

- (1) 乙方应对所有上述的保密信息的保密性和专有性进行保护，且除非甲方作出事先书面同意或本协议另有特别规定，乙方不得在受雇于甲方期间，或因任何原因离开甲方后在三年内（“保密期限”）以任何方式直接或间接地将与甲方或其相关公司有关的该等保密信息披露、复制或分发给任何其他个人（包括但不限于任何甲方的雇员）、公司或实体，也不得为其自身利益或为任何其它个人、公司或实体的利益使用上述保密信息。
- (2) 乙方应立即将其已知晓的任何人对保密信息的不当使用或滥用通知甲方。
- (3) 乙方因工作需要或其它原因在甲方内部更换工作岗位或不在甲方任职时，应向甲方归还（并且不会保留、另行研制或交给他人）所有已经接触到或掌握的、或正构思的所有与保密信息相关的资料、文件或物品，及所有的装置、档案、数据、记录、报告、列表、商业信函、说明书、图表、设计图、草稿、原料、设备，其它文件或财产及应该归还甲方的一切物品，或任何乙方任职期间就前述各项内容所做的复制品或者其它属于甲方或其承继人或指定人员的所有物品。并向甲方或其指定人员或部门做专项交代后，方可办理转岗或离职手续。
- (4) 乙方保证且不会在任职于甲方或受甲方委派于相关公司工作时不恰当地使用或泄露其前任雇主的或其他个人或实体的专有资料或交易机密，且除非有前任雇主、个人或实体的书面同意，否则乙方不会将属于这些雇主、个人或实体的未公开文件或专有资料带到甲方或相关公司的办公室等处。乙方保证对本协议所有条款的执行不会违反乙方在任职甲方以前所做的保密协议。如因乙方不履行上述承诺而引起的任何纠纷由乙方承担全部责任。

第28条 乙方不履行本条规定的保密义务，将构成违约，乙方应向甲方支付违约金，违约金的数额为乙方三个月的工薪，甲方有权直接从乙方的未付工资、奖金等直接扣除。乙方违反保

密义务对甲方造成损失的，乙方还应向甲方赔偿所遭受的一切损失（包括但不限于直接经济损失，间接经济损失，甲方为妥善处理纠纷而支付的调查费用，公证费用，律师费等）。

第29条 甲方的规章制度对于知识产权及保密事宜有明确规定，乙方应当遵守。

第十章 劳动争议处理

第30条 甲方与乙方发生劳动争议，应友好协商解决，若未能通过协商解决的，任何一方可在法律规定期限内向甲方所在地的劳动争议仲裁委员会申请仲裁，如有一方不服仲裁裁决的，可向甲方所在地的区人民法院提起诉讼。

第十一章 其他

第31条 本合同未尽事宜或与国家法律法规存在冲突的，按国家法律法规及相关规定执行。

第32条 甲方所有规章制度（包括但不限于《员工手册》）及其附加表格均为本合同附件，甲方有权根据公司需要随时依法定程序制定或修改，乙方应当严格遵守。

第33条 乙方确认本合同首部的“实际通讯地址”为其真实有效的通讯地址，甲方有需要告知乙方的事项会邮寄至该地址。如该地址发生变化，乙方应及时书面告知甲方，否则自邮件发出之日起视为送达乙方，因此引起的任何争议均与甲方无关，所有的法律后果乙方承担。乙方同意在其处于联系障碍状态时，委托合同首部的“紧急联系人”作为乙方的受托人，该受托人享有接受和解与调节，代领，签收相关文书的权限。

第34条 本合同一式两份，甲乙双方各执一份。自双方盖章签字之日起生效。

（以下无正文）

甲方：云丁网络技术（北京）有限公司(签章)

乙方

授权代表：

签字：

彭炳辉

签订日期：2021年09月23日

签订日期：2021年08月07日