

PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	LABOR AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WENQIANG TIAN	12/26/2008
RECEIVING PARTY DATA		
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City:	SHANGHAI	
State/Country:	CHINA	
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Property Type	Number	
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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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DATE SIGNED:	03/28/2023	
Total Attachments: 28		
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锐迪科微电子(上海)有限公司
劳动合同

甲方：锐迪科微电子(上海)有限公司
注册地址：[上海市张江高科技园区碧波路 690 号 2 号楼 302]
法定代表人：[Vincent Tai]

乙方：[田文强]
身份证号：[410323197703031014]
家庭地址：[上海浦东新区金桥路 2066-2-1302]
通讯地址：[浦东新区金桥路 2066-2-1302]
邮政编码：[201204]

根据《中华人民共和国劳动合同法》及适用的其他法律、法规的规定，甲乙双方在平等协商的基础上，一致同意订立本劳动合同（以下简称“合同”）。

一、合同期限及试用期

（一）双方同意按以下第[2]种方式确定期限，并经双方签字后于乙方工作之日生效：

- 1、本合同为固定期限的劳动合同，期限为[]年，自[]年[]月[]日起，到[]年[]月[]日止。甲乙双方首次签订本合同时同意，本合同前[]个月为试用期，即自[]年[]月[]日至[]年[]月[]日。固定期限劳动合同期限届满前，甲乙双方均可依法与对方协商并经双方同意后签订新的劳动合同。如乙方在甲方按相当于或高于本合同的条件提出订立新的劳动合同的要求后[]日内未书面答复甲方是否订立，应视为乙方无订立新的劳动合同的意向，劳动合同到期即告终止，甲方可无需向乙方支付经济补偿金。

2、本合同为无固定期限的劳动合同，自[2006]年[9]月[25]日起。甲乙双方首次签订本合同时同意，本合同前[3]个月为试用期，即自[2006]年[9]月[25]日至[2006]年[12]月[25]日。

3、本合同为以完成一定工作任务为期限的劳动合同，自[]年[]月[]日起到乙方完成双方约定的工作任务时止，并以[]为工作任务完成的标志。

(二) 如经双方协商一致，乙方的实际工作时间晚于本合同约定的起始时间，则本合同及试用期的起止时间也将相应顺延。

(三) 乙方在试用期内应符合甲方的录用条件，包括但不限于身体状况能适应工作要求，有相应的工作能力和表现等。甲方将在试用期结束前对乙方是否符合录用条件进行考核或评价。

二、工作内容

(一) 甲方聘用乙方在其注册地或经营地从事[IC研发]工作；乙方须服从其管理人员的指示，完成甲方所提出的工作要求。

(二) 甲方因生产经营的必要或基于乙方的工作能力及表现，可以合理调整对乙方的工作要求，或合理变更乙方的工作地点。乙方应遵从甲方的有关安排。

(三) 乙方未经甲方事先书面同意，不得在本合同期间自行从事或以直接或间接的方式帮助任何第三方从事与甲方业务相同、相似且有竞争关系的任何商业活动，也不得以任何形式在任何其它经济组织中任职或为其工作。

三、劳动保护和工作条件

(一) 甲方为乙方提供符合中国法律规定的安全卫生的工作环境，保证乙方在人身安全及无职业危害的环境下工作。如乙方的工作环境涉及职业危害

或有不安全风险，甲方将依法采取相应的防护措施，并将对乙方进行培训或教育。

- (二) 甲方根据乙方岗位的实际工作情况，按照中国法律及甲方规定向乙方提供必要的工作条件和劳动保护用品。有关具体情况将由甲方在乙方入职或调整新的工作岗位时向乙方说明。
- (三) 甲方将根据乙方岗位的实际工作情况，依法定期或在必要时安排乙方进行身体健康检查。

四、工作时间

- (一) 一般情况下，乙方实行每日工作时间八小时，每周工作时间四十小时的全日制工时制度。如甲方根据经营需要为乙方的工作岗位申请实行不定时工时制度或综合计算工时制度，甲方取得有关部门批准后，乙方应执行变更后的工时制度。
- (二) 甲方因工作情况需要，可依法安排乙方加班，乙方应配合甲方工作，并应遵循相应的审批程序。乙方自行加班也应根据甲方的有关规定办理相关申请手续。同时，甲方将根据适用的工时制度依法向乙方支付相应的加班工资或安排调休。

五、劳动报酬和福利

- (一) 乙方在订立本合同时的试用期税前工资报酬为[/]元，试用期满后的税前工资报酬为[/]元。除非双方另有约定，否则乙方工资中已包括各项法定或政府规定的补助、补贴、津贴等福利性收入。如乙方工资在本合同期间进行调整，甲方除变更本合同外，也可通过通知、工资单等方式确认变更事项。
- (二) 甲方可以依据市场或行业的平均工资水平、公司的经营状况、乙方岗位工资标准及对乙方业绩的考核结果随时合理调整乙方的工资，并根据不时制订或调整的奖金政策决定是否向乙方支付奖金。

(三) 通常情况下, 每月第[30 或 31]日为甲方的工资支付日, 但该日如逢法定节假日或休息日, 甲方可提前或延迟至相近的工作日支付工资。如果因非甲方原因使甲方不能在工资支付日向乙方及时支付工资, 甲方可将工资支付日合理顺延。

(四) 甲乙双方必须依照中国法律参加社会保险和缴纳各类相应费用。

(五) 甲方将根据中国法律规定从乙方的报酬中代扣代缴其个人所得税和应由乙方个人承担的社会保险和住房公积金费用。

(六) 乙方享有中国法律规定的法定节假日、休息日, 带薪年假、婚假、丧假、计划生育假等有薪假期。

六、劳动纪律和规章制度的制定或修改

(一) 甲方将根据中国法律法规的规定, 按照民主程序制定或修改适用于乙方的包括员工手册、操作规程在内的规章制度, 乙方应予以严格遵守。如果乙方违反或拒绝接受甲方的规章制度, 将有可能受到相应的纪律处分, 直至被解除劳动合同。

(二) 甲方集团公司或海外总部所制定并要求甲方员工遵守的商业行为准则以及其它适用于甲方的全球人力资源政策, 其不违反中国法律法规和行政规定的内容, 为甲方规章制度的组成部分, 乙方应严格遵守。如乙方对其中的任何规定有异议, 应在收到或了解有关内容后及时告知其主管或甲方的人力资源部门。

(三) 通常情况下, 甲方将在双方签署本合同之后将包括员工手册在内的规章制度及时发给乙方或告知乙方有关内容。如果乙方没有收到上述文件或对其内容有不明确之处, 应立即与其主管联系。乙方对规章制度有任何意见, 或希望了解甲方在制订或修改规章制度时所进行的民主程序的具体情况, 可以将意见或要求提交其主管或甲方人力资源部门。

七、培训服务期

(一) 甲方出资录用乙方或对乙方进行专业培训或向乙方提供特殊待遇的,乙方应向甲方承担服务期义务。除非双方另行签订专项协议,服务期的期限不少于六(6)个月。如该服务期的期限长于本合同约定的期限,则本合同期限将顺延至服务期结束。但如果甲方不要求乙方继续履行服务期义务,甲方可以提前一个月通知的方式解除乙方应承担的相应责任,此时本合同即告终止。若乙方违反服务期义务,提前解除劳动合同,或因违反本合同第九条第二款的有关规定被甲方立即解除劳动合同的,乙方应承担违约责任,除非双方另有约定,乙方应赔偿甲方的实际损失。

八、合同的变更

甲乙双方协商一致,可以变更或解除本合同。

九、劳动合同的解除

(一) 乙方在试用期内,可提前三(3)天通知甲方解除本合同,或在试用期满后,经提前一(1)个月书面通知解除本合同,但双方在本合同或其他协议中有约定的除外。

(二) 乙方有下列情形之一的,甲方可以即行解除本合同并无需向乙方支付经济补偿金:

- 1、在试用期内经考核被证明不符合录用条件的;
- 2、严重违反劳动纪律、本合同或甲方规章制度的;
- 3、严重失职,营私舞弊,对甲方利益造成重大损害的;
- 4、未经甲方同意,与其他用人单位建立劳动关系或为其他用人单位工作的;
- 5、以欺诈、胁迫的手段或者利用甲方的困难,使甲方在违背真实意思的情况下订立或变更本合同的;
- 6、被劳动教养或被依法追究刑事责任的;
- 7、法律、法规所规定的其他情形。

(三) 除法律另有规定外,有下列情形之一的,甲方可解除本合同,但需提前三十(30)日以书面形式通知乙方或支付一个月的工资代替提前通知:

- 1、乙方患病或者非因工负伤，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，仍不能胜任工作的；
- 3、本合同订立时所依据的客观情况发生重大变化，致使本合同无法履行，经双方协商不能就变更本合同达成协议的；
- 4、甲方依照法定程序进行裁员的；
- 5、甲方发生合并或者分立等客观情况时，因乙方拒绝变更本合同，致使本合同无法继续履行的；
- 6、甲方因乙方不能胜任工作，调整乙方工作岗位或向乙方提供培训，乙方拒绝接受的。

（四）甲方有下列情形之一的，乙方可以随时解除本合同：

- 1、未依法为乙方缴纳社会保险费的；
- 2、以暴力、威胁或者非法限制人身自由的手段，强迫乙方劳动的；
- 3、未按照本合同的约定及时足额支付工资报酬或者提供劳动保护或者必要工作条件的；
- 4、规章制度的内容违反法律、法规的规定，损害乙方权益的；
- 5、以欺诈、胁迫的手段或者乘乙方之危，使乙方在违背真实意思的情况下订立或变更本合同；
- 6、因约定免除甲方法定责任、排除乙方权利致使本合同全部无效的；
- 7、法律、法规规定的其他情形。

（五）乙方有下列情形之一的，甲方不得依据第九条第三款解除本合同：

- 1、从事职业病危害作业，未进行离岗前职业健康检查，或者因疑似职业病在职业病防治部门诊断或者处于医学观察期间的；
- 2、患职业病或者因工负伤，并被确认丧失或部分丧失劳动能力的；
- 3、因病或非因工负伤，在规定的医疗期内的；
- 4、女职工在孕期、产期、哺乳期内的；
- 5、在甲方连续工作满十五年，且距法定退休年龄不足五年的；
- 6、法律、法规规定的其它情形。

十、合同的终止

(一) 有下列情形之一的，本合同可以终止：

- 1、本合同期满，双方或一方不再续签劳动合同的；
- 2、甲方破产、解散、被吊销营业执照、责令关闭、撤销或经营期满的；
- 3、乙方达到法定退休年龄或开始依法享受基本养老保险待遇的；
- 4、乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；
- 5、法律、法规规定的其他情形。

(二) 本合同终止或解除后，乙方应在甲方规定的时间内交还属于甲方的全部财产、文件和信函，办结交接手续。

(三) 有下列情形之一的，甲方应按照适用的中国法律法规的规定给予乙方经济补偿：

- 1、甲方依照第八条的规定向乙方提出并与乙方协商一致解除本合同的；
- 2、甲方依据第九条第三款的规定解除本合同的；
- 3、法律、行政法规规定的其它情形。

十一、专有信息和竞业限制

(一) 专有信息

- 1、乙方同意，在其受雇于甲方期间及其后，始终严格为其获得的或创造的甲方的任何专有信息保密，不使用，也不向任何人、商号或公司披露该等专有信息，也不为任何目的使用、协助使用任何专有信息。乙方进一步同意，除非甲方为使得乙方能够履行乙方职责而做出明确要求，乙方将不会删除、复制、复印或摘录该等专有信息。这些专有信息系由于乙方受雇于甲方期间而为乙方所知悉或可能知悉的，包括但不限于由于甲方透露给乙方，或由于乙方目前的工作而从甲方或其他途径获得的。
- 2、乙方知道“专有信息”是指甲方自身拥有的，或通过甲方关联公司所拥有的，或甲方和其关联公司的客户所拥有的，且不为公众所知晓

的，可以为甲方或其关联公司或甲方和其关联公司的客户带来利益的，与生产或经营有关的，甲方通过本合同或其他方式采取了保密措施的任何专有信息、技术数据、商业秘密或技术诀窍，包括但不限于研究、产品计划、产品、服务、供应商、客户名单、价格和成本、市场、软件、开发、发明、工艺、配方、技术、设计、图纸、工程、硬件配置、信息、营销、许可、财务、预算、个人信息（包括乙方个人的能力）或甲方披露给乙方的其他业务信息。该披露可以是甲方在其受雇期间直接或间接、书面或口头进行的，且无论是否在工作时间内。

- 3、乙方知道“专有信息”还包括但不限于，关于甲方业务诸方面的信息，既可以是不为甲方的实际或潜在竞争者所知的信息，也可以是甲方或其客户或供应商的专有信息，无论该等信息是否具有技术性。
- 4、乙方承认，甲方对专有信息拥有绝对的所有权或使用权，乙方不得对甲方的这些所有权或使用权提出任何异议或主张任何权利，并且除因工作需要，经甲方书面同意以外，不得以自己或其他个人、商号或公司的名义在世界任何地方以任何地方就该等专有信息请求或主张任何所有者权利。
- 5、乙方声明，作为甲方员工，乙方没有也不会违反任何关于为乙方受雇于甲方之前或之后在机密情况下或受托取得的专有信息、知识或数据保密的协议。乙方不会向甲方或其雇员披露或为甲方的利益使用或以其他方式侵犯任何属于原雇主或其他任何一方的任何发明、保密或专有信息。如果乙方违反上述规定，应承担所有后果，而与甲方无关。
- 6、乙方确认，甲方已经并将会从第三方收到他们的保密或专有信息。乙方同意严格为这些保密或专有信息保密，不向任何人、商号或公司披露，也不会使用或以其他方式侵犯这些信息（但乙方以符合甲方与该等第三方签订的协议所规定的方式在为甲方工作时所必要的除外）。
- 7、乙方声明乙方对本合同全部条款的履行不违反为其在受雇于甲方之前在机密情况下或受托取得的专有信息保密的协议。乙方没有签订，且乙方同意不会签订任何与本合同任何条款相抵触的口头或书面协议。

8、乙方同意其履行上述保密义务的对价已包括在工资中。同时，乙方同意并承诺，无论因何种原因与甲方解除或终止劳动关系或一旦甲方提出相应要求时，乙方将立即向甲方或甲方的指定人士归还乙方在受雇期间所制作的或占有、保留或控制的专有信息及所有其它档案、文件、磁带、电脑磁盘和往来信函，乙方无权亦不得保留该等的副本。该等物品的产权和版权均属甲方所有。

(二) 竞业限制

1、乙方保证，在其受甲方雇用期间或（以任何理由）终止受雇于甲方后二十四个月内，不以任何直接或间接的方式：

(a) 游说或力图诱使、招募、聘用下述人员或实体脱离甲方而与甲方或其任何集团公司进行竞争或减少与甲方的业务往来：

(i) 上述终止日或终止日前二十四个月内为甲方或其任何集团公司的客户或惯常与甲方或其任何集团公司交易的，并为乙方受雇期间与其有接触或获悉或获知的人士、商号、公司或其它组织；或

(ii) 甲方的雇员、董事、顾问或咨询人；

(b) 雇用或聘请甲方或其任何集团公司的雇员、顾问、咨询人或与甲方或其任何集团公司订有服务合同的人士，或使用其提供的服务。

2、除非经甲方书面同意，无论何种原因，乙方于受雇期间及在离职后的两年内，将不得自营，也不得以任何直接或间接的方式受雇于任何与甲方有同类产品或有同类经营范围的单位、个人、商号或组织，从事与甲方有竞争关系的业务。

3、乙方同意，甲方有权在与其终止或解除劳动关系之前、之时或之后，根据届时的实际情况，决定并以书面的方式通知乙方无须履行竞业限制义务，否则，乙方将履行该项义务。在此情况下，甲方应在竞业限制期限内每月向乙方支付竞业限制补偿金，该补偿金的总额相当于乙

方离职前七个月的工资。乙方同意，该补偿费已经构成了对乙方履行竞业限制义务的合理的补偿。

- 4、如果甲方提前通知乙方无须履行竞业限制义务，而乙方已开始履行该义务的，甲方将付给乙方相当于已履行义务部分的补偿费，且承担仅以此补偿费为限的责任。但是，如果甲方提前支付给乙方的竞业限制补偿费高于乙方实际应得的费用，乙方应将高出部分及时退回。
- 5、乙方同意其有义务及时向甲方提供就职情况或已经履行竞业限制义务情况的信息，并应协助甲方了解这类信息。甲方有义务对这些信息予以保密。

十二、发明

（一）可保留和许可的发明

- 1、如乙方在受雇于甲方之前曾创造属于乙方的，与甲方的业务、产品或研发有关的，且未转让给甲方的所有发明、其为原作者的原始著作、开发、改进和商业秘密（以下统称“以前发明”），乙方应在本合同的所附清单中描述该等发明；如果没有附上该清单，乙方声明没有该等以前发明。如果乙方将任何以前发明纳入甲方的任何产品、工艺或机器中，则乙方在此授予并将授予甲方拥有非排他、无需支付许可使用费、不可撤销、永久和全世界范围内的许可使用权（以及分许可权利），对作为产品、工艺或机器一部分或与其有关的以前发明进行创造、修改、使用、销售和分销等。

（二）发明的转让

- 1、乙方开发任何发明、其为原作者的原始著作、开发、概念、改进或商业秘密时，无论是否可享专利或根据版权法或类似法律的规定可予登记，乙方同意将迅速以书面形式全部披露给甲方。
- 2、乙方向甲方转让其在全世界范围内对其在受雇于甲方或作为甲方的顾问期间单独或与他人共同构思或开发或付诸实践的所有发明、作为原作者的原始著作、开发、概念、改进或商业秘密所享有的所有权利、

所有权和权益，无论是否可享专利或根据版权法或类似法律的规定可予登记（本协议中简称“发明”）。

3、乙方进一步确认，其在受雇于甲方或作为甲方顾问的范围内或期间，利用甲方提供的工作条件，单独或与他人共同创造的与甲方业务、生产或研究有关的发明，及其在离开甲方后一年内开发的与其原负责工作有关的发明（在适用法律允许的最大限度内）均为“职务发明”。乙方除有权因前述职务发明而获得甲方给予的适当形式的奖励外，乙方对该等职务发明在任何时候都不应主张或提出任何权利请求。

4、除分配的工作以外，乙方知道，关于需要向甲方转让发明的规定不适用于乙方在没有使用甲方的设备、物资、设施或商业秘密信息的情况下，完全利用自己的时间所开发的发明，但下列发明除外：（1）在发明形成或付诸实践的时候与甲方的业务有关，或与甲方实际进行的或可表明为预期的研究或开发有关的发明；（2）因乙方为甲方从事工作所产生的发明。对此乙方应迅速以书面形式告知甲方。

（三）记录保存

1、乙方同意保留在其为甲方工作期间（单独或与他人共同）创造的所有发明的现有书面记录。记录可以采用笔记、梗概、图画及其他形式。记录将在任何时候供甲方查阅，并完全为甲方的财产。乙方同意不会将记录移出甲方的营业场所。

（四）专利权及版权权利

1、乙方同意以适当方式协助甲方，确保其在任何国家享有对前述发明及任何版权、专利、商标、精神权利或与此相关的其他知识产权的权利。乙方同意协助甲方，及时将所有相关信息和资料披露给甲方，并签署所有申请书、说明书、誓言及甲方所需要的其他所有文件，以便甲方申请或取得上述知识产权。乙方同意并将协助向甲方转让和让与对发明及任何版权、专利或与此相关的其他知识产权的唯一排他权利、所有权和权益。乙方进一步同意，其签署任何文件的义务在其离开甲方后继续有效。

2、如果甲方因故未能获取乙方的签字以申请或继续申请任何转让给甲方的专利或版权登记，则乙方在此不可撤销地指定并委任甲方及甲方的正式授权人员作为乙方的代理人 and 受托人，为乙方或代表乙方行事，签署和提交申请书，并采取法律允许的其他一切行动，以便进一步申请、提出、维持和颁发如同由乙方签署的具有同等法律效力的专利或版权登记。乙方在此放弃其目前或此后就侵犯转让给甲方的所有专有权利的行为向甲方提出任何性质索赔的权利。

(五) 通知其他方

1、如果乙方不再为甲方工作，则乙方在此同意甲方将其在本合同项下的权利和义务通知其新雇主。

十三、违约赔偿

(一) 乙方承认，其遵守本合同第十一条和第十二条项下的承诺和义务为甲方同意与其建立劳动关系之明示条件。乙方同意，在甲方能够证明乙方有违反上述义务的行为时，其有权与乙方立即解除劳动关系。同时，乙方应立即停止违约行为，并且应向甲方支付总额为七个月的违约金。如果甲方可以证明其因乙方的违约行为所遭受的实际损失超过违约金的，乙方还应向甲方赔偿违约金和实际损失之间的差额。

十四、劳动争议

(一) 甲乙双方发生劳动争议时，应当努力通过协商解决；协商不成的，可以向劳动争议调解委员会申请调解。但双方或任何一方也可于劳动争议发生后，在规定的时效内直接向甲方所在地的劳动争议仲裁委员会申请仲裁。仲裁裁决后，不服从仲裁裁决的一方，可在收到仲裁裁决书之日起十五天内，向甲方所在地人民法院提起诉讼。

十五、附则

- (一) 乙方确认其在本合同中填写的地址为有效的通讯地址,任何依该地址寄送的文件,自发出之日起即视为送达。乙方通讯地址变更时应及时以书面形式通知甲方,由此引起的延误及相关的法律责任均应由乙方承担。
- (二) 乙方承诺并保证其没有违反与原雇主所订立的协议中所约定的义务,其接受甲方的雇佣将不会违反其与原雇主已经签署的保密协议及其他有关协议的约定,也不会使甲方向任何第三方承担任何由于雇佣乙方而产生的法律责任。
- (三) 乙方在工作期间应当将全部的时间、精力及技能用于履行其在本合同项下的职务,对甲方忠诚、勤勉,并竭力为甲方服务。
- (四) 乙方承诺其在录用过程中向甲方提供的与本合同直接相关的基本情况与信息真实有效。此类信息如有变化乙方应及时通知甲方,乙方如未及时发现或提供虚假信息,将自行承担由此产生的法律责任。
- (五) 如甲方在聘用意向书中所提供的聘用条件与本合同不一致,应以本合同为准,本合同未规定的,应以聘用意向书的有关内容作为本合同的补充。
- (六) 未尽事宜,双方可以签订补充合同。本合同的任何条款与国家法律和法规不一致时,以国家法律和法规为准。
- (七) 本合同一式二份,甲乙双方各执一份,均具有同等法律效力。

甲 方: 锐通微电子(上海)有限公司

乙 方: 田文强

法定代表人:

签字:

签字:

日期:

日期:

2008.10.26

VERIFICATION OF TRANSLATION

I hereby declare and state that I am fluent in both the Chinese and English languages and that I made and reviewed the attached translation of Labor Agreement of Wenqiang Tian from the Chinese language into the English language, and that I believe my attached translations to be accurate, true and correct to the best of my knowledge and ability.

Signature: Di Hu

Name: Di Hu

Date: 2023.2.22

**Labor Agreement of RDA MICROELECTRONICS (SHANGHAI)
Co. Ltd.**

Party A: RDA MICROELECTRONICS (SHANGHAI) Co. Ltd.

Address: Building 2, Room 302, 690 Bibo Road, Zhang Jiang Hi-Tech Park, Shanghai

Agent for service of process: Vincent Tai

Party B: Wenqiang Tian

ID number: 410323197703031014

Home address: 2066-2-1302, Yuqiao Road, Pudong New District

Mailing address: 2066-2-1302, Yuqiao Road, Pudong New District

Postal code: 201204

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 [2006] year [9] month [25] day. When signing this agreement for the first time, both parties agree that first [3] months are the probationary period, that is, from [2006] year [9] month [25] day to [2006] year [12] month [25] 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 an [IC R&D Engineer] 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:

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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: RDA MICROELECTRONICS (SHANGHAI) Co. Ltd.

Party B: Wenqiang Tian

Agent for service of process:

Signature: Vincent Tai

Signature: Wenqiang Tian

Date:

Date: 2008.12.26