

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>RESUBMIT DOCUMENT ID:</b>	507784059

**CONVEYING PARTY DATA**

Name	Execution Date
HUIHUA ZHANG	06/01/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	AUTEL ROBOTICS CO., LTD.
<b>Street Address:</b>	ROOM 1801, BLOCK C1, NANSHAN IPARK, NO. 1001, XUEYUAN AVE., CHANGYUAN COMMUNITY, TAOYUAN SUB-DISTRICT, NANSHAN DISTRICT
<b>City:</b>	SHENZHEN, GUANGDONG
<b>State/Country:</b>	CHINA
<b>Postal Code:</b>	518055

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	18179461

**CORRESPONDENCE DATA****Fax Number:** (312)427-6663*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.***Phone:** 3124271300**Email:** ChicagoUSPTO@ladas.net**Correspondent Name:** RICHARD J. STREIT**Address Line 1:** LADAS & PARRY, 224 SOUTH MICHIGAN AVE.**Address Line 4:** CHICAGO, ILLINOIS 60604

<b>ATTORNEY DOCKET NUMBER:</b>	CU-75932 RJS/DG-1
<b>NAME OF SUBMITTER:</b>	RICHARD J. STREIT
<b>SIGNATURE:</b>	/Richard J. Streit/
<b>DATE SIGNED:</b>	04/20/2023

**Total Attachments: 9**

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## **Employee confidentiality and non-compete agreement**

This agreement is entered into between Autel Robotics co., Ltd. And Huihua ZHANG (hereafter referred to as "party b").Whereas party b holds the post of party a and receives the corresponding remuneration paid by party a, the parties shall make the following terms and conditions regarding party b's confidentiality of party a's trade secrets during and after his/her employment:

### **Article 1 Contents and scope of confidentiality of party b**

1. Party a company "trade secrets" means: party a company has not published, not public, cannot be directly obtained from public sources, including but not limited to party a's company can bring real or potential by technical know-how, business information, customer information, supplier identity and relationship, product and system design and component, market information, marketing plans, and other forms or before mentioned items related intellectual property rights of the economic benefits or competitive advantages; or through the internal sensitive information obtained by party a and party b through working on behalf of party a.

2. The description of this clause does not conflict with or restrict the general description of the first clause. Party b shall keep confidential the "trade secrets" of party a, and its content and scope shall by default include but not be limited to the following information:

(1) management information: reflect or describe the party a company's production and operation condition, management decision-making, business planning, business strategy, development plan, research reports, price information, financial information, financial statements, capital operation, marketing strategy, customer information, marketing plan, purchasing information, pricing policies, supply channels, bidding pre-tender estimate and tender contracts, management know-how, management, planning, management strategy, management, business model, etc.;

(2) technical information: party a, use, or have knowledge of the design, procedures, formula, technology solutions, manufacturing methods, process flow, technical indicators, technical report, test report, technical documentation, development, design, drawings, manuscripts, samples, models, operation manual, computer software, database and related correspondence and so on.

(3) computer system information: computer software stored and used in party a's computer system, computer software processing process and structure design, computer program code, computer database, computer documents, computer data, etc.

3. The recording form of party a's "trade secrets" shall not be restricted by any carrier, including but not limited to documents, materials, charts, notes, reports, letters, faxes, tapes, disks, computers, hard disks, instruments and other forms.

**Article 2 Confidentiality and other obligations of party b**

1. Party b shall also, in a prudent and honest manner, take any necessary and reasonable measures to keep and maintain any trade secrets that party a knows or holds during his/her term of office that belong to party a or a third party, but which party a undertakes to keep confidential and perform its duty of confidentiality.

2. In addition to need to perform their duties, party b promises, without the consent of party a, and shall not disclose, divulge, inform, publish, distribute, publish, teach, transfer, or any other way to make any third party (including in accordance with the provisions of confidentiality shall not be aware of the secret of party a other staff) aware that belongs to party a or to others but party a commitment have obligation to keep confidential business secret information.

3. Party b shall not steal or spy on party a's business secrets irrelevant to its own work or business;

4. Party b shall not use party a's business secret information outside the performance of his/her duties;

5. Party b shall not allow or assist any third party to use party a's business secrets;

6. Party b shall strictly abide by the confidentiality management regulations and other relevant systems of party a and strictly implement the confidentiality measures stipulated by party a;

7. Party b shall be lifted on labor contract, termination, dismissal, or party a's request, will be owned or custody and record carrier with party a's business secret information and return it to party a, or transfer the trade secret information which recorded in party a 's owner carrier to party a, or bring it to the carrier which provided by party a and delete it.

8. If party b discovers that party a's company secrets have been leaked or its own fault has leaked party a's business secrets, it shall take effective measures to prevent further expansion of the leakage and report to party a in time;

9. During his/her tenure in party a, party b shall not, without prior consent of party a, hold any position in any other enterprise, institution or social organization that produces or operates the same products or provides the same services with party a, including but not limited to shareholders, partners, directors, supervisors, managers, agents or consultants.

10. Party b undertakes that during the term of office, all customer resources and information related to party a's products shall be party a's trade secrets and shall not disclose such customer information to any third party without written permission of party a; Within two years after party b leaves the company, the economic organization in which party b is employed or becomes a shareholder or an employee shall not directly or indirectly deal with these customers through party b. Within two years after the resignation, party b shall undertake not to snatch party a's customers directly or indirectly in any way, or make other employees of party a resign or poach other employees of party a by means of soliciting, enticing, recruiting or encouraging.

**Article 3 Confidentiality term, confidentiality fee and payment method**

1. The confidentiality period of party b shall be from the date party b comes to know to the date party a announces that the decryption or information has been fully disclosed.
2. The confidentiality obligation of party b agreed herein shall not be exempted by the rescission or termination of the labor contract between party a and party b.
3. The non-competitive period of party b shall be two years from the date of party b's resignation.
4. Party a agrees to pay the confidentiality fee to party b for its confidentiality obligations. Party b acknowledges that, in paying party b's salary, party a has taken into account the confidentiality obligations to be undertaken by party b after his/her employment and resignation, so there is no need to pay additional confidentiality fees at the time of his/her resignation.

**Article 4 Liability for breach of contract**

1. If party b breaches any provision of this agreement, party b shall, as required by party a, pay party a liquidated damages equal to 20% of the total salary received by party b during employment; Whether the liquidated damages are paid or not, party a shall have the right to immediately terminate the employment relationship with party b for party b's breach of this agreement without prior notice and shall not give party b any economic compensation (after deducting any losses caused by party b's breach of his/her obligations from the remuneration due).
2. If party b's breach of contract causes losses to party a, party b shall compensate party a for such losses. Liquidated damages shall not replace compensation for losses and shall be deducted from the lost amount.

**Article 5 Intellectual property rights**

1. During the employment of party a, the intellectual property rights related to inventions, technical secrets or other trade secrets arising out of the performance of

party a's duties or the use of party a's material and technical conditions and business information shall all belong to party a. Party a could make full and free use of these inventions within the scope of its business, technical secrets or other trade secrets to produce, operate or transfer to a third party or use for any part of the patent application. Party b shall, at the request of party a, provide all necessary information and documents and take all necessary actions, including application and registration, to assist party a in obtaining and exercising the relevant intellectual property rights.

During employment, party b make inventions, works, plans, creations, software, programming and databases or others by virtue of party a's material and technical conditions and business information.

2. During employment, the inventions, technical secrets or other trade secrets related to party a's business completed by party b, party b shall, despite its obligations under this agreement, make a timely statement to party a if party b claims that it has the intellectual property rights. Party b shall enjoy the intellectual property rights only if it is verified by party a and deemed to be non-job achievements. Party a shall not use such achievements to produce or operate without the express authorization of party b, or transfer such achievements to any third party.

3. If party b fails to make a declaration in advance, it shall be deemed to be his/her work achievements, and party a may use such achievements for production, operation or transfer to a third party.

4. Party b undertakes that, in performing its duties for party a, it shall not use any technical secret or other trade secret belonging to others without authorization, or carry out any ACTS that may infringe the intellectual property rights of others without authorization, or violate any confidentiality obligation assumed by party b under laws or agreements of any third party.

5. If party b violates the above obligations to party b and party a is accused of being invaded by a third party, party b shall bear all expenses paid by party a for responding to the lawsuit; If party a is liable for compensation for infringement, it shall have the right to claim compensation from party b. The above litigation fees and infringement compensation may be deducted from the amount due to be paid to party b, including salary and bonus.

Article 6 expenses

Recognition of party a pay to party b already contains its employment and after resignation to abide by the (1) intellectual property, (2) the competition and the convention on the tender, (3) confidentiality agreements need to assume the obligation

of compensation, and party a need not to leave party b when party b to comply with the obligation to pay any additional fees.

**Article 7 definition**

The term of office referred to in this agreement shall be marked by the establishment of labor relations between party b and party a. The termination referred to in this agreement shall be subject to the time at which either party expressly dissolves or resigns the employment relationship. If party b refuses to receive salary and ceases to perform his duties, he shall be deemed to have submitted his resignation.

**Article 8 miscellaneous**

In the event of any conflict between this agreement and the previous oral or written agreement between the parties, this agreement shall prevail. Party a and party b confirm that they have carefully reviewed the contents of this agreement before signing this agreement and fully understand the legal meaning of the provisions hereof.

This agreement is made in duplicate, with each party holding one copy and both copies shall be equally authentic.

Party a: Autel Robotics Co.,Ltd  
Address:  
Legal representative:  
Date: 2017.6.1

Party a:Huihua ZHANG  
ID number:362502198611274618  
Address: Luohu District, Shenzhen  
Date:2017.6.1

## 员工保密及非竞争协议

此协议由深圳市道通智能航空技术有限公司与 张辉宇 (此后称为“乙方”) 之间签订。鉴于乙方在甲方任职, 并获得甲方支付的相应报酬, 双方就乙方在任职期间及离职以后保守甲方商业秘密的有关事项, 订定下列条款:

### 第一条 乙方保密的内容和范围

1. 甲方公司“商业秘密”是指: 甲方公司未曾发表, 未曾公开的, 不能从公开渠道直接获取的, 包括但不限于能为甲方公司带来现实的或潜在的以技术诀窍、商业信息、客户信息、供应商身份和关系, 产品和系统设计及组件、市场信息、市场计划等形式或者与之前所述事项相关的知识产权带来的经济利益或竞争优势; 或者经过甲方及乙方通过代表甲方工作获取的内部敏感信息。

2. 此条款的说明不对以上第一款的一般说明有所冲突或限制, 乙方对甲方公司“商业秘密”承担保密义务, 其内容和范围已默认包括但不限于以下信息:

(1) 经营管理信息: 反映或描述甲方公司生产经营状况、经营决策、经营规划、经营战略、开发计划、研究报告、价格资料、财务信息、财务报表、资本运作、营销策略、客户信息、行销计划、采购资料、定价政策、进货渠道、招投标标底及标书合同、管理诀窍、管理规划、管理策略、管理方法、商业模式等;

(2) 技术信息: 甲方公司掌握、使用或拥有的设计、程序、配方、技术方案、制造方法、工艺流程、技术指标、技术报告、检测报告、技术文档、开发记录、设计图纸、稿件、样品、模型、操作手册、计算机软件、数据库以及相关的函电等等。

(3) 电脑系统信息: 甲方公司电脑系统所存储、使用的电脑软件、电脑软件处理流程和结构设计、电脑程序代码、电脑数据库、电脑文档、电脑数据等。

3. 甲方公司“商业秘密”的记载形式不受任何载体所限制, 包括但不限于文件, 资料, 图表, 笔记, 报告, 信函, 传真, 磁带、磁盘、电脑、硬盘, 仪器等形式传递。

### 第二条 乙方的保密及其它义务

1. 乙方亦应本着谨慎、诚实的态度, 采取任何必要、合理的措施, 保守、维护其于任职期间知悉或者持有的任何属于甲方或者虽属于第三方, 但是甲方承诺有保密义务的商业秘密, 履行其保密职责。

2. 除了履行职务的需要之外, 乙方承诺, 未经甲方同意, 不得披露、泄露、告知、公布、发布、出版、传授、转让, 或者其他任何方式使任何第三方 (包括按照保密制度的规定不得知悉该项秘密的甲方的其他员工) 知悉属于甲方或者虽属于他人但甲方承诺有保密义务的商业秘密信息。

3. 乙方不得窃取、刺探与本职工作或者本身业务无关的甲方公司商业秘密;

4. 乙方履行职务之外不得使用甲方公司商业秘密信息;



5. 乙方不得允许或协助任何第三方使用甲方公司的商业秘密；
6. 乙方必须严格遵守甲方公司的保密管理规定及其它相关制度，严格执行甲方公司规定的保密措施；
7. 乙方应当于劳动合同解除、终止、离职或者于甲方提出要求时，将其所持有或保管并记载着甲方商业秘密信息和载体返还给甲方，或将记录在乙方自备载体的甲方公司商业秘密信息转载至甲方提供的载体上并将自备载体的信息消除；
8. 乙方如果发现甲方公司秘密被泄露或者自己过失泄露甲方公司商业秘密的，应当采取有效措施防止泄密的进一步扩大，并及时向甲方报告；
9. 其在甲方任职期间，非经甲方事先同意，乙方不得在与甲方生产、经营同类产品或提供同类服务的其他企业、事业单位、社会团体内担任任何职务，包括但不限于股东、合伙人、董事、监事、经理、代理人、顾问等等。
10. 乙方承诺在任职期间，甲方所有产品涉及的客户资源和信息均属于甲方的商业秘密，未经甲方书面许可，不得向第三方泄露这些客户信息；承诺离职两年内，乙方任职或入股或入职的经济组织不通过乙方与这些客户直接或间接进行交易。乙方离职后两年内，承诺不以任何方式直接或间接抢夺甲方客户，或以拉拢、引诱、招用或鼓动之手段使甲方其他员工离职或挖走甲方其他员工。

### 第三条 保密期限、保密费用及其支付方式

1. 乙方的保密期限自乙方知悉之日起至甲方宣布解密或信息已完全公开之日止。
2. 本协议约定的乙方保密义务不因甲方公司与乙方的劳动合同的解除、终止而免除。
3. 乙方的非竞争期限为自乙方离职之日起两年内。
4. 甲方同意就乙方承担的保密义务，向其支付保密费用。乙方认可，甲方在支付乙方的工资报酬时，已考虑了乙方在职和离职后需要承担的保密义务，故而无须在乙方离职时另外支付保密费用。

### 第四条 违约责任

1. 乙方如违反本协议任一项条款，乙方应当按甲方的要求一次性向甲方支付乙方在甲方任职期间领取的工资总额的 20% 的违约金；无论违约金给付与否，甲方均有权因乙方违反此协议不经预告立即解除与乙方的聘用关系且不给予乙方任何经济补偿（在从到期应付的薪酬中扣除乙方违反他/她的义务造成的任何损失后）。

2. 乙方的违约行为给甲方造成损失的，乙方应当赔偿甲方的损失。违约金不能代替赔偿损失，从损失额中抵扣。

### 第五条 知识产权

1. 在甲方任职期间，因履行职务或者利用甲方的物质技术条件、业务信息等产生的发明创造、技术秘密或其他商业秘密，有关的知识产权均属于甲方享有。甲方可以在其业务范围内充分自由地利用这些发明创造、技术秘密或其他商业秘密，进行生产、经营或者向第三方转让或者进行某部分的专利申请。乙方应当依甲方的要求，提供一切必要

的信息和文件以及采取一切必要的行动，包括申请、注册、登记等，协助甲方取得和行使有关的知识产权。

乙方在甲方公司任职期间因履行职务或主要利用甲方物质技术条件、业务信息等完成的发明创造、作品、策划、创意、软件、编程、数据库等。

2. 乙方在甲方任职期间所完成的、与甲方业务相关的发明创造、技术秘密或其他商业秘密，虽然乙方承担此协议义务，但乙方主张由其本人享有知识产权的，应当及时向甲方申明。只有经甲方核实，认为确属于非职务成果的，由乙方享有知识产权，甲方不得在未经乙方明确授权的前提下利用这些成果进行生产、经营，亦不得自行向第三方转让。

3. 乙方没有提前申明的，推定其属于职务成果，甲方可以使用这些成果进行生产、经营或者向第三方转让。

4. 乙方承诺，在为甲方履行职务时，不得擅自使用任何属于他人的技术秘密或其他商业秘密，不得擅自实施可能侵犯他人知识产权的行为，亦不得违反任何乙方根据或者任何第三方的法律或者协议所需承担的保密义务。

5. 若乙方违反上述对乙方承担的义务而导致甲方遭受第三方的侵权指控时，乙方应当承担甲方为应诉而支付的一切费用；甲方因此而承担侵权赔偿责任的，有权向乙方追偿。上述应诉费用和侵权赔偿可以从到期应支付给乙方的金额中扣除，包括工资和奖金。

## 第六条 费用

乙方认可甲方在支付乙方的工资报酬时已包含了其在职及离职后要遵守有关（1）知识产权，（2）非竞争和非招标公约，（3）保密协议等需要承担的各项义务的补偿，故而甲方无须在乙方离职时就乙方遵守各项义务支付任何额外的费用。

## 第七条 定义

本协议中所称的任职期间以乙方与甲方建立劳务关系为标志。本协议中所称的离职以任何一方明确表示解除或辞去聘用关系的时间为准。乙方拒绝领取工资且停止履行职务的行为，视为提出辞职。

## 第八条 其他

本协议如与双方以前的口头或书面协议有抵触，以本协议为准。甲乙双方确认，在签署本协议前已经仔细阅读协议的内容，并完全了解协议各条款的法律含义。

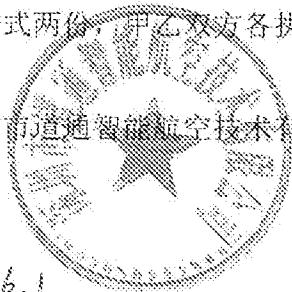
本协议一式两份，甲乙双方各执一份，具有同等效力。

甲方：深圳前道通智能航空技术有限公司

地址：

法人代表：

日期：2017.6.1



乙方：[Signature]

身份证号码：362002198811274618

乙方住址：深圳市罗湖区

日期：2017.6.1

PATENT

REEL: 063380 FRAME: 0539

TRANSLATION VERIFICATION FOR EMPLOYMENT CONTRACT

TRANSLATION VERIFICATION

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

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

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

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

2020/7/9

Date

Lixin Huang

Full Printed Name of Translator

Lixin Huang

Signature of Translator

Postal Address:

9th Floor, Building B1, Zhiyuan, Xueyuan Road  
Xili, Nanshan, Shenzhen, 518055, China