

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8250891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MUSTAPHA AMARA	09/05/2014
RECEIVING PARTY DATA	
Name:	HUAWEI TECHNOLOGIES CO., LTD.
Street Address:	Huawei Administration Building
Internal Address:	Bantian, Longgang District
City:	Shenzhen, Guangdong
State/Country:	CHINA
Postal Code:	518129
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17650705
CORRESPONDENCE DATA	
Fax Number:	(972)732-9218
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(972)732-1001
Email:	docketing@slatermatsil.com, Gkanojia@slatermatsil.com
Correspondent Name:	SLATER MATSIL, LLP
Address Line 1:	17950 PRESTON ROAD
Address Line 2:	SUITE 1000
Address Line 4:	DALLAS, TEXAS 75252
ATTORNEY DOCKET NUMBER:	HW 86250995US03
NAME OF SUBMITTER:	GUDDI KANOJIA
SIGNATURE:	/Guddi Kanojia/
DATE SIGNED:	10/31/2023
Total Attachments: 15	
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VERIFICATION OF TRANSLATION

I, Chanchan Zhou, hereby solemnly affirm that I have a fluent knowledge of English and French languages, and that the document titled "Partial Translation of Contract de Travail et Engagement de Confidentialité Employment Agreement "is the true and accurate translation of a relevant part of the Employment Agreement between Contract de Travail et Engagement de Confidentialité and employee Mustapha AMARA.

Dated this 30th day of October, 2023

Signature of Translator *Chanchan Zhou*



Contrat de Travail et Engagement de Confidentialité

ENTRE

La société Huawei Technologies, société par action simplifiée au capital de 3242000€, établissement secondaire situé au 18 quai du Point du Jour, 92100 Boulogne Billancourt, enregistrée sous le numéro 451 063 739 au Registre du Commerce et des Sociétés de Nanterre (ci-après dénommée "**la Société**") représentée par Wang Yeming, agissant en qualité de Directeur et dûment habilité aux fins des présentes.

D'une part,

ET

Mustapha AMARA, demeurant 18 rue de la maison blanche 75013 Paris

« **Le Salarié** »

D'autre part,

Les stipulations de ce Contrat remplacent et annulent de plein droit celles contenues dans tout document, correspondance ou communication écrite ou orale, échangés entre les parties avant la signature du contrat et relatives à l'objet de ce dernier.





ARTICLE 15 - DROITS A LA PROPRIETE INTELLECTUELLE

Les règles en matière de droits de propriété intellectuelle des employés respectent la convention collective de la métallurgie applicable, paragraphe 26.

L'employé, inventeur salarié, cède à la société l'ensemble des droits exclusifs d'utilisation et d'exploitation sur les résultats de son travail, quelque soit la durée, le territoire et le contenu de cette protection des droits d'auteur, soit dans le cadre de l'exécution de son contrat de travail, soit dans le cadre de recherches et études qui lui sont confiées par la Société et ce y compris en dehors de ses heures de travail, de sorte que l'ensemble de ces résultats de travail sont admissibles à la protection qu'offre le droit d'auteur en matière de brevets d'invention, dessins industriels et modèles ou droit des marques et / ou tout droit de la propriété intellectuelle et/ou industrielle (ci-après "l'invention (s) »).

La cession des droits d'utilisation et d'exploitation de l'invention inclut l'autorisation pour le traitement et l'octroi de licences à des tiers, ainsi que toute exploitation commerciale de l'invention par la Société.

L'employé, inventeur salarié, renonce expressément à tous les droits de propriété intellectuelle et/ou industrielle dans les résultats de son travail auquel il aurait droit en tant qu'auteur ou autre titulaire d'un droit de propriété intellectuelle s'il n'avait pas cédé ses droits d'auteur à la Société, notamment le droit d'être désigné comme auteur/créateur sur les résultats de son travail lors de l'utilisation ou l'exploitation commerciale de la Société ou lors des adaptations ou œuvres dérivées de l'invention.



Huawei Technologies France SASU

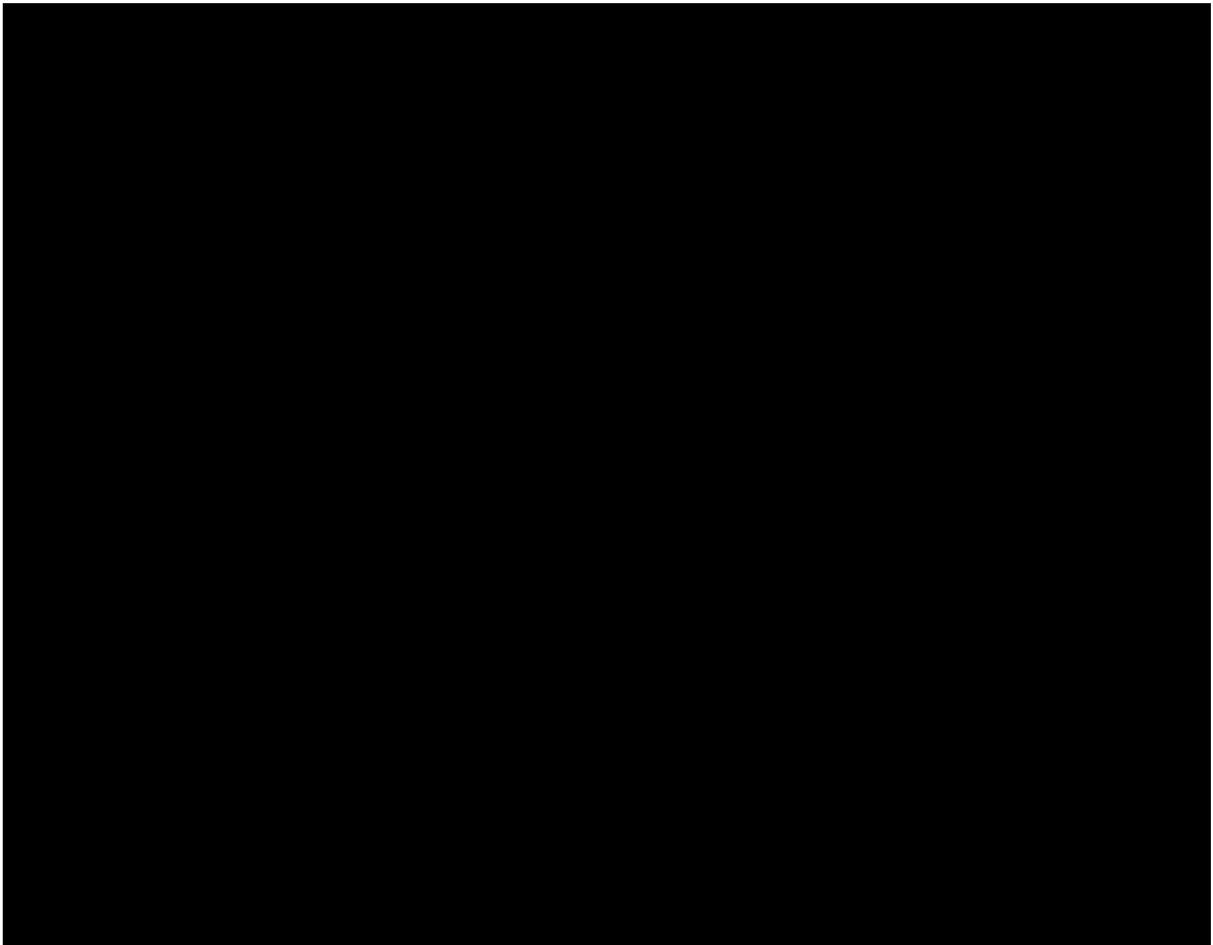
L'employé, inventeur salarié, doit informer la Société sur une invention dans une déclaration écrite. La déclaration doit contenir suffisamment d'informations pour permettre à l'entreprise d'évaluer la classification de l'invention et plus particulièrement:

- Le sujet de l'invention et les applications/utilisations envisagées;
- Les circonstances de son exécution (par exemple, instructions, de l'expérience de travail ou d'affaires, de collaborations d'autres employés, etc.)

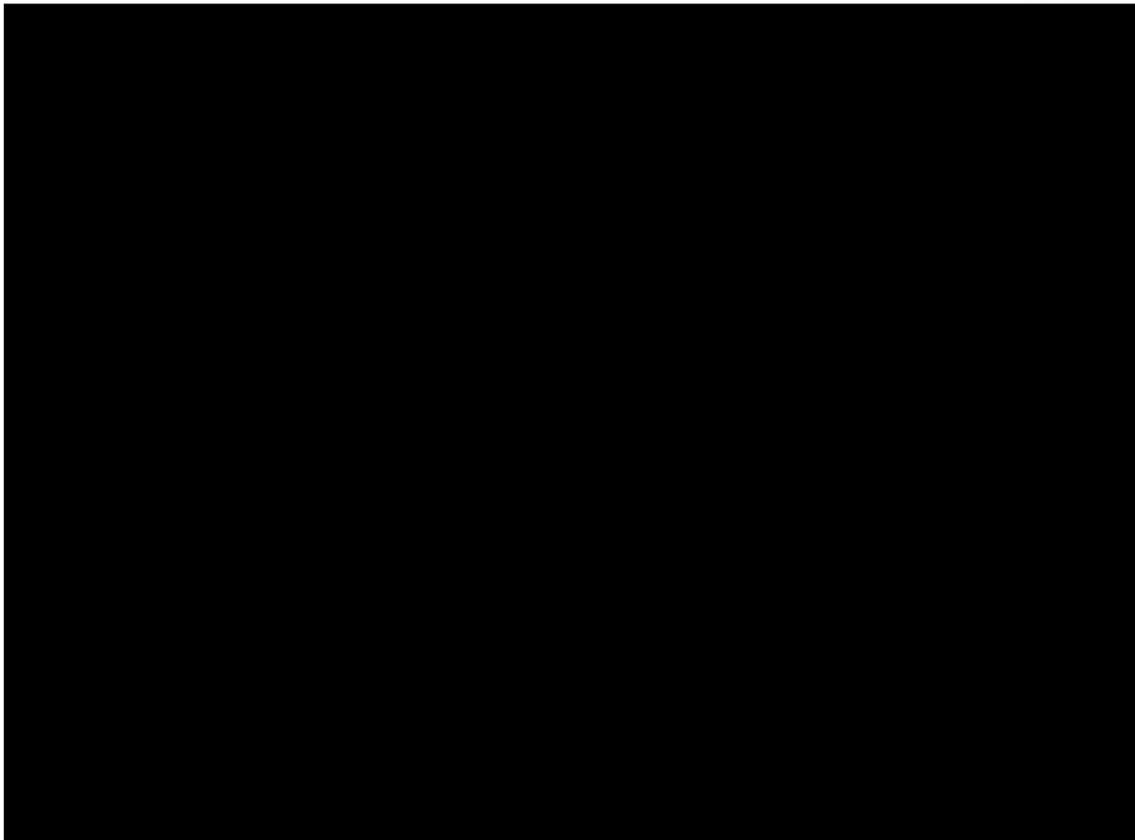
L'invention doit être considérée comme une information secrète et strictement confidentielle. L'employé s'interdit toute divulgation de cette invention.

L'octroi de droits et de rémunération devront respecter les règles de la convention collective de la métallurgie applicable.

Les dispositions de l'article L.611-7 du Code de la Propriété Intellectuelle français restent applicables.



no 40



ARTICLE 20 - DROIT APPLICABLE

Le contrat sera régi et interprété selon la loi française.

Fait à Boulogne Billancourt, le **5 septembre 2014**, en double (2) exemplaires

WANG Yeming
Directeur Général

Le Salarié



Employment Contract and Confidentiality Agreement

BETWEEN:

Huawei Technologies SAS ("the Company"), a simplified stock company, capital: €3242000, office: 18 quai du Point du Jour, 92100 Boulogne Billancourt, Nanterre Trade and Companies Register No. 451 063 739, hereinafter called "the Company", and represented by Wang Yeming, General Manager hereto duly authorized.

AND

Mustapha AMARA, 18 rue de la maison blanche 75013 Paris

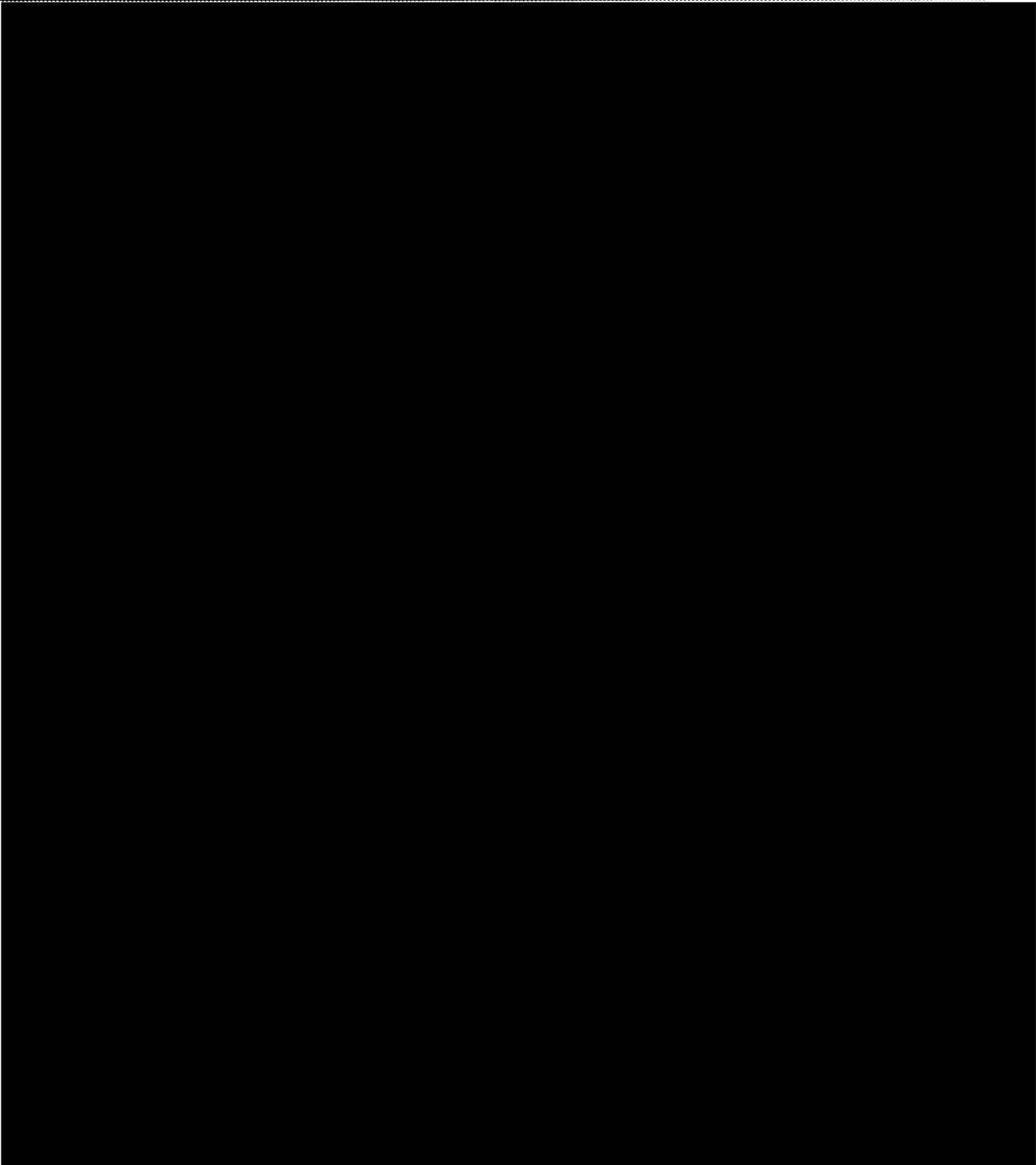
"The Employee"

The Contract shall automatically supersede any provisions of any document, correspondence or notice, verbal or in writing, exchanged between the parties prior to execution of the Contract and relating to the subject matter hereof.

§ 1 - INTERPRETATION

The headings and marginal headings to the clauses are for convenience only and have no legal effect. Any references in this Agreement to any Act or delegated legislation include any statutory modification or re-enactment of it or the provision referred to.

For information purposes only, the Company informs the Employee that the "Collective Bargaining Agreement for Metallurgical Activities" is implemented as a practice.



§ 15 INTELLECTUAL PROPERTY RIGHTS

The employee Intellectual property right has to respect the metallurgy collective agreement,

Huawei Technologies France SASU
Immeuble Arc de Seine, Bâtiment B,
18 Quai du Point du Jour, 92100 Boulogne Billancourt



paragraph 26.

The Employee shall assign to the Company the exclusive right of use or exploitation unlimited as to term, territory and content in any and all work results the Employee produces during his term of employment during his working hours or – to the extent to which they are related to his duties under the Employment Contract – also outside of his working hours, and which are eligible for protection under copyright, industrial design,

utility model or trade mark law and/or any intellectual property law (hereinafter "Invention(s)").

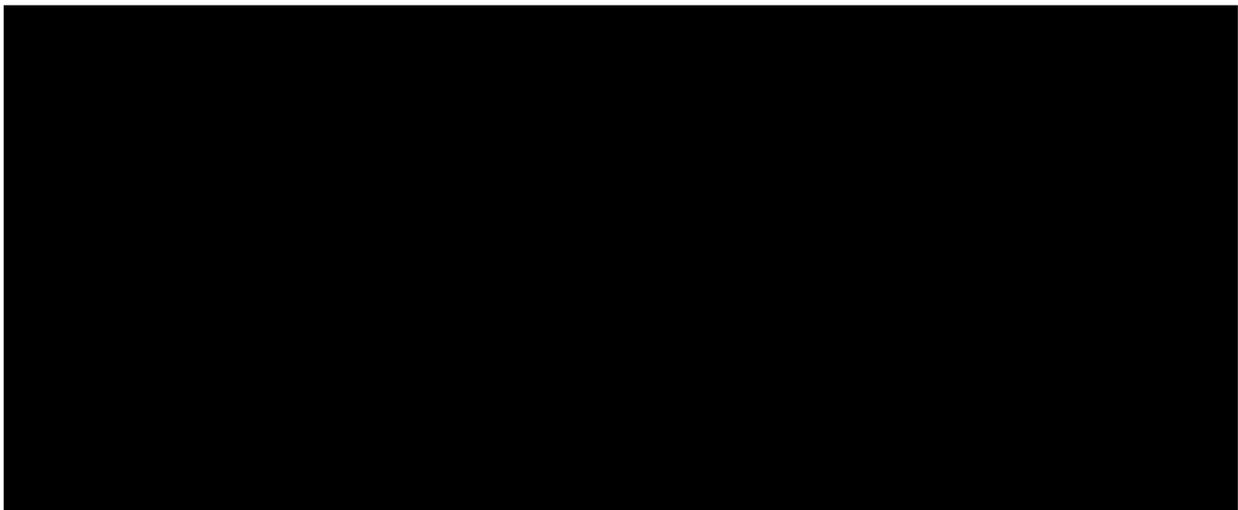
The assignment of the right to use and exploitation shall also notably include the permission for processing and licensing to third parties. The employee expressly waives all other rights in the work results to which he might be entitled as author or other holder of an intellectual property right, notably the right to be named as author/creator, to adaptation and to making the work accessible. The employee shall inform the Company about an Invention in a written statement.

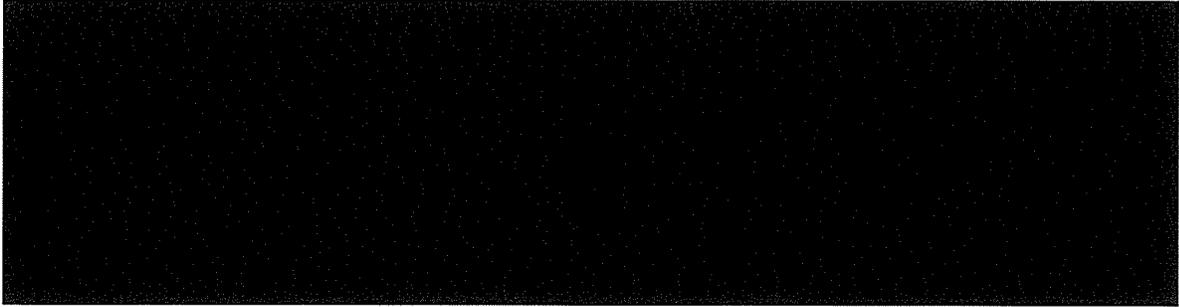
The statement must contain sufficient information to enable Company to evaluate the classification of the invention and more specifically:

- the subject of the invention and the intended applications;
- the circumstances of its execution (eg, instructions, work experience or business use, collaborations of other employees, etc.).

The Invention must be considered as secret and confidential information from the employee. The Employee shall refrain from disclosing the Invention.

The provisions of the article L.611-7 of the French Intellectual Property Code shall not be affected thereby.





§20 - GOVERNING LAW

The contract shall be governed by and construed according to French law.
Signed in Boulogne Billancourt, on September 5th 2014 - In duplicate

WANG Yeming
General Manager

The Employee

A handwritten signature in black ink, appearing to be the name "WANG YEMING" in a stylized, cursive script.

Effective DATE 2019-01-01

(1) Huawei Technologies Co., Ltd.

(2) Huawei Technologies France S.A.S.U.

**CONTRACT RESEARCH AND DEVELOPMENT
AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO

Between

Huawei Technologies Co., Ltd., a corporation operating under the laws of the country of its principal office located at **Administrative Building, Huawei Industrial Base, BanTian, LongGang District, Shenzhen, P.R. China** (hereinafter referred to as “Principal”).

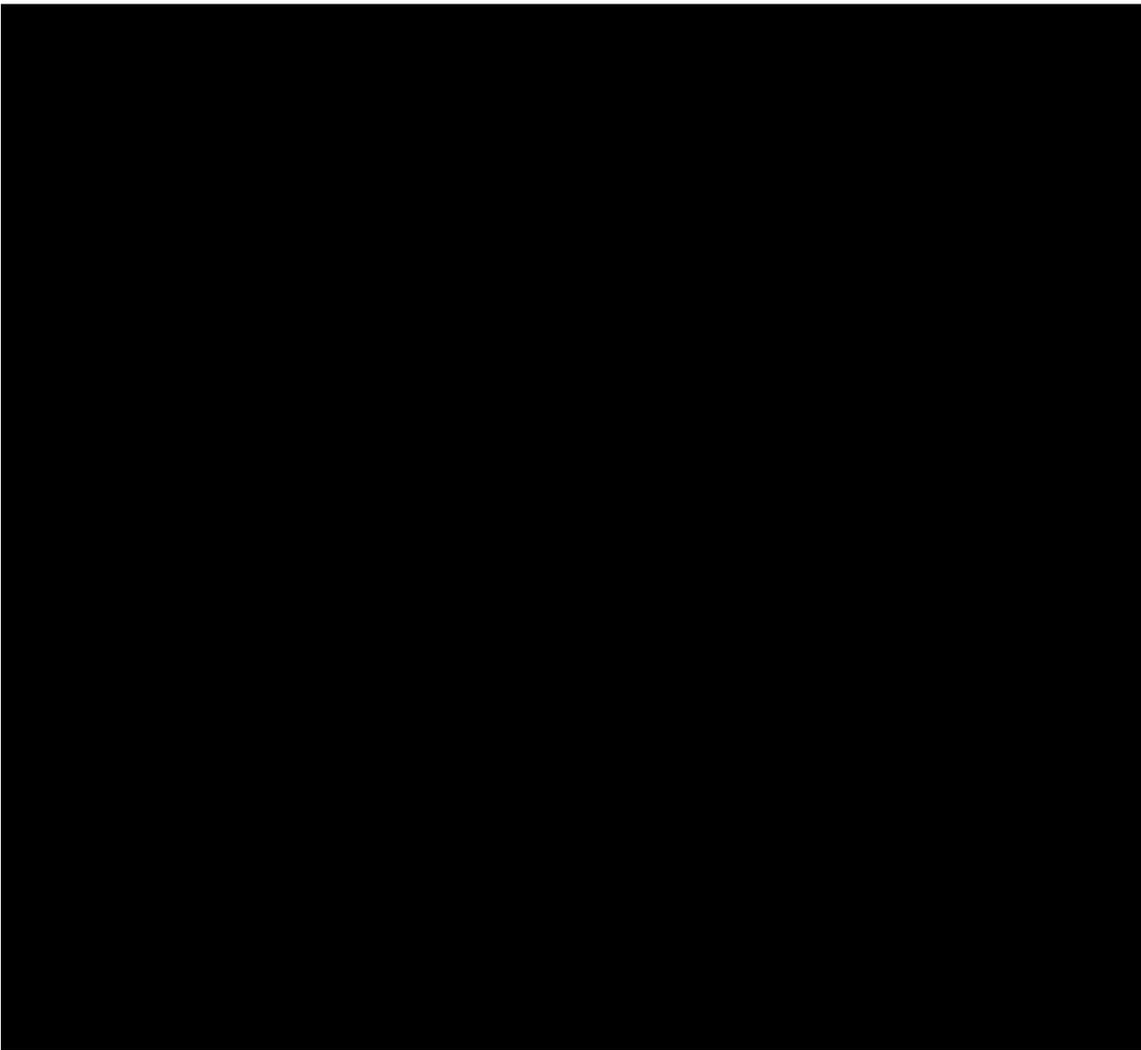
And

Huawei Technologies France S.A.S.U., a corporation operating under the laws of the country of its principal office located at **18-20 Quai du Point du Jour 92100 Boulogne Billancourt, France** (hereinafter referred to as “Service Provider”).

The Principal and Service Provider are also individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS

A. The Principal is a leading global Information and Communications Technology (“ICT”) solutions provider, providing ICT solutions for telecom operators, enterprises and consumers. The Principal is in the business of



5. Intellectual Property

Principal and its licensors remain the owner of Principal's and Principal's licensors' Intellectual Property developed prior to, or during the term of this Agreement. Principal agrees to take all necessary actions in order to register, maintain, protect and defend its rights to and interests in the Intellectual Property of the Principal and its licensors.

(a) The Service Provider agrees that all Intellectual Property developed pursuant to or in the course of providing the Services, are and shall remain at all times the exclusive property of the Principal and its licensors. Any improvements or other Intellectual Property arising out of this Agreement shall be owned by the Principal or its licensors.

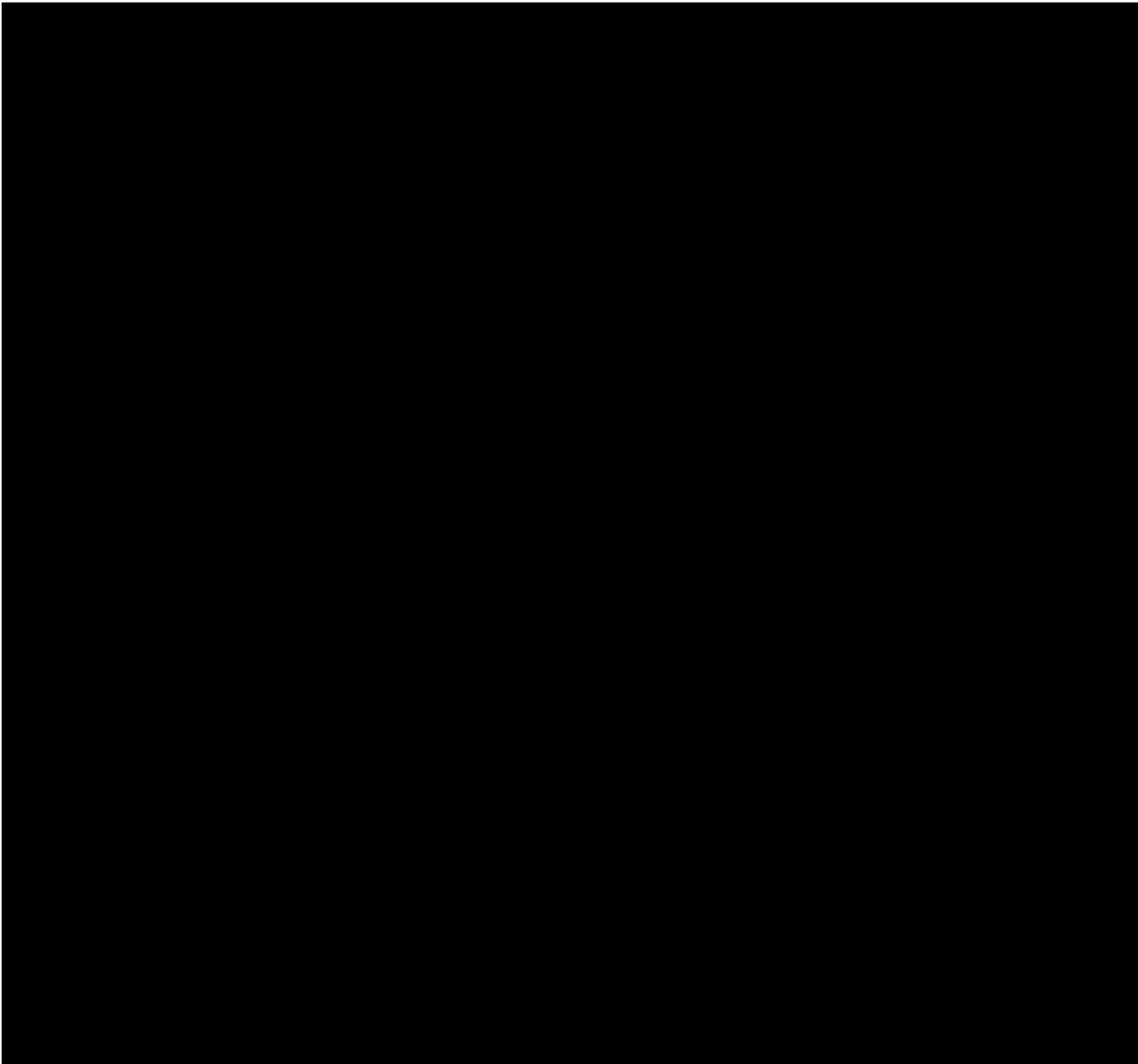
(b) Except as specified in this Agreement, Service Provider shall acquire no rights whatsoever in, or to, any Intellectual Property. Without limiting the foregoing, except as provided herein, this Agreement does not constitute a license, sale or any other transfer of the Principal's Intellectual Property or the Intellectual Property of its licensors. Service Provider shall not take any action that may adversely affect or impair Principal's rights, titles or interests in or to the Intellectual Property or of its licensors.

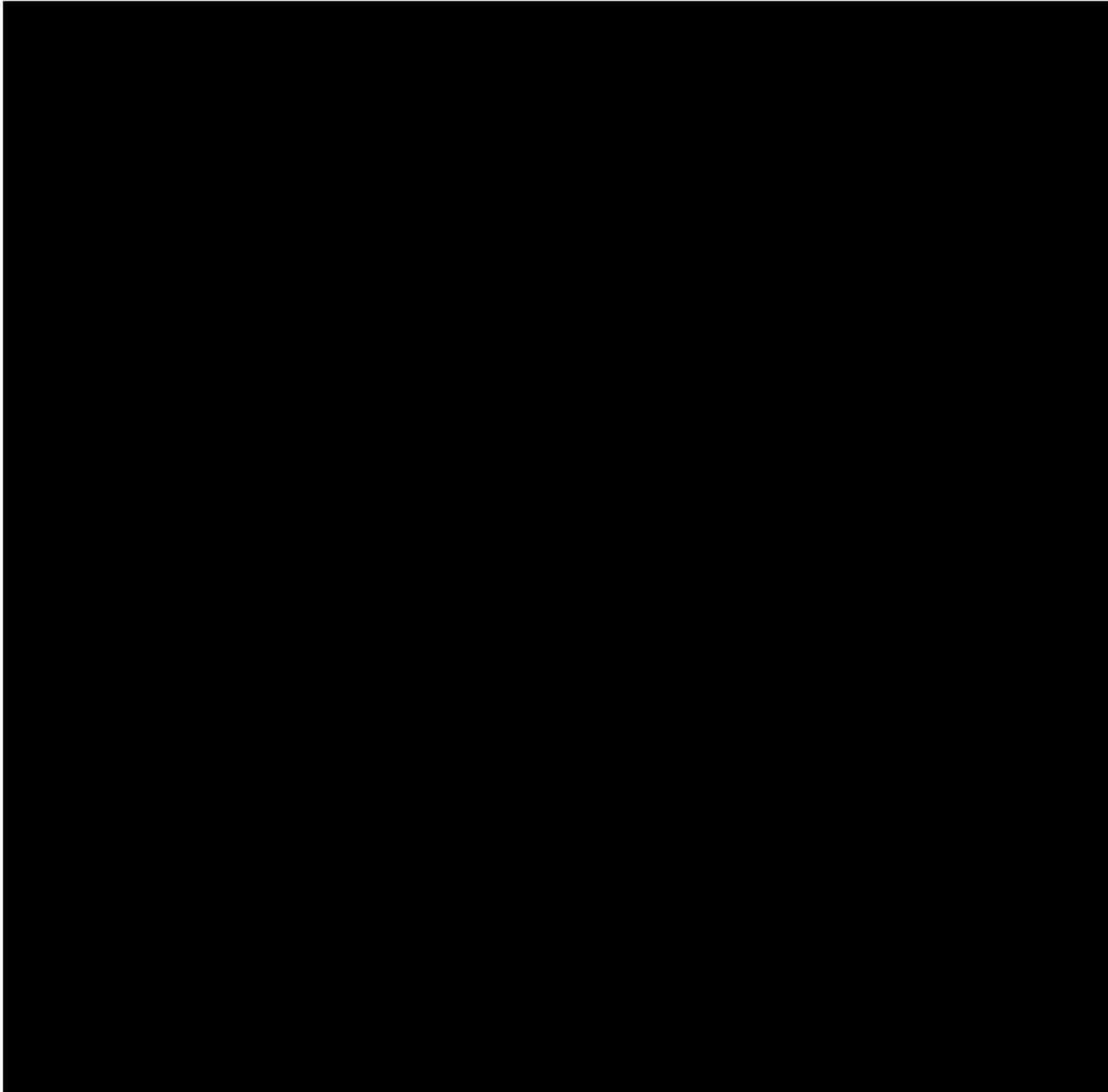
(c) Service Provider on behalf of itself and (to the extent is able to do so) its staff hereby assigns and agrees to assign to Principal any right, title or interest Service Provider and/or any of its staff may have in know-how, improvements, or other matters developed in or related to, the Services. Principal and Service Provider (on

behalf of itself and members of its staff) agree that all know-how or copyrightable works developed as part of providing the Services shall be "works made for hire" whose ownership shall vest with the Principal. To the extent they may not, by operation of law, constitute "works made for hire" Service Provider (on behalf of itself and members of its Staff) hereby assigns and agrees to assign to Principal (for no charge) all right, title and interest it and/or (to the extent it is able to do so) any of its staff may have in and to such improvements.

(d) In respect of protectable Intellectual Property which is assigned to Principal, assignment will take effect from the filing date of patent protection or similar rights application with competent authority.

(e) Service Provider shall promptly notify Principal (a) of any claims or objections that its use of the Intellectual Property in connection with its Services may or will infringe the patent, copyright, trademark or other proprietary right of any other Person, and (b) of any and all infringements, imitations, illegal use, any act of unfair competition, piracy, or misuse, by any Person, of the Intellectual Property which come to its attention.





14. Entire agreement

This Agreement (and its Schedules) contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, with respect to the same subject matter still in force between the Parties.

15. Legal jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of People's Republic of China, without reference to its choice of law rules. Any dispute in connection with this Agreement shall be settled through friendly consultations between both parties. In case no settlement can be reached through friendly consultations, any dispute in relation to this Agreement shall be submitted by either party to the finally settled exclusively by the competent courts of Shenzhen.



FOR AND ON BEHALF OF THE PRINCIPAL

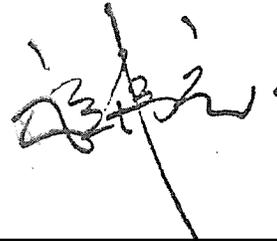
[name] [title]

[signature]

FOR AND ON BEHALF OF THE SERVICE PROVIDER

[name] [title]

[signature]

A handwritten signature in black ink, appearing to be 'Z. B. W.', written over a horizontal line.