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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8293893

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		CONTRACT	
CONVEYING PARTY DA	АТА		
		Name	Execution Date
FENG PAN			01/22/2017
RECEIVING PARTY DA	тΔ		
Name:	YANGTZE MEMORY TECHNOLOGIES CO., LTD.		
Street Address:	NO. 88 WEILAI 3RD RD, EAST LAKE HIGH-TECH DEVELOPMENT ZONE		
City:	WUHAN, HUBEI		
State/Country:	CHINA		
PROPERTY NUMBERS	Total: 1		
Property Type		Number	
Patent Number:		0886291	
using a fax number, if p	(e sent to provided	202)371-2540 the e-mail address first; if that is unsucco if that is unsuccessful, it will be sent via	
		2023712600	
		nbennett@sternekessler.com TERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.	
•		00 NEW YORK AVENUE, NW	
		ASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:		4123.0110002	
NAME OF SUBMITTER:		DONALD J. FEATHERSTONE, REG. NO. 33,876	
SIGNATURE:		/Donald J. Featherstone/	
DATE SIGNED:		11/27/2023	
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	0	greement for Feng PAN#page3.tif	
	•	greement for Feng PAN#page4.tif	
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顾问协议

Consulting Agreement

甲方:长江存储科技有限责任公司

Party A: Yangtze Memory Technologies Co., Ltd



(以下简称"甲方") (Hereinafter referred to as "YMTC")

(以下简称"乙方") (Hereinafter referred to as "the Consulting Company")

(YMTC and the Consulting Company shall be hereinafter individually referred to as a 'Party' and collectively referred to as the 'Parties'.)

鉴于,甲方因生产、经营管理需要,有意委托乙方提供本协议中约定的专业顾问服务;乙方愿意并接受甲方这 一委托,并委派 <u>潘锋</u>(以下简称"乙方顾问")担任专业顾问<u>,代表乙方向甲方提供本协议约定的服务。</u>

WHEREAS, due to the need of production and operational management, YMTC wishes to engage the Consulting company to provide professional consulting services in accordance with the terms and conditions stipulated in this Consulting Agreement (hereinafter referred to as the "Agreement"); The Consulting Company is willing to accept this engagement, and delegate <u>Feng Pan</u> (Hereinafter referred to as the "Consultant") as the professional consultant to provide professional consulting service herein, on behalf of the Consulting Company.

甲、乙双方经过平等、友好协商,就乙方为甲方提供顾问服务相关事宜,于 <u>2017</u> 年<u>2</u>月 <u>1</u>日(即本协议生效日期)达成以下条款,以资双方共同递守。

THEREFOR, in witness whereof, after equal and friendly negotiations, the Parties have reached an agreement on the consulting services to be provided by the Consulting Company on <u>Feb 1, 2017</u>, in order to be mutually bound as follows:

乙方签署: Initial Signature by the Consulting Company: _____.

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 - - 乙方签署: Initial Signature by the Consulting Company: ______

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- 3.3 本协议有效期内所产生的工作成果(含职务作品)及所有知识产权/智力财产,应被认定为机密和甲方的专属资产,包括但不限于专利权、商标权、著作权、集成电路布图设计、商业秘密等。乙方及乙方顾问对此无权主张 任何权利,且在此放弃可能在现在/将来对所有权利、补偿或奖金主张的权利。
 - All the work products (including commissioned work products) and intellectual property rights generated during the term of the Agreement shall be deemed confidential and shall be owned exclusively by YMTC, which include but not limited to, patent rights, trademarks, copyrights, integrated circuit designs and trade secrets. The Consulting Company and the Consultant shall no right to assert any right and claim hereof, and agree to waive now and/or in the future any potential claim to any right, compensation and/or reward in connection therewith.
- 3.4 本条规定的上述义务于本协议解除或终止之后继续有效。乙方同意:对第3条约定的保密及知识产权的义务的 任何违反将对甲方造成不可挽救及实质性的损害,对此甲方有权要求乙方及乙方顾问承担相应违约责任。 The provisions of this Section 3 shall survive any expiration or termination of the Agreement. The Consulting Company agrees that any breach of the confidentiality obligation and the obligations on such intellectual property rights pursuant to this Section 3 will cause YMTC irreplaceable and substantive damages, for which YMTC shall be entitled to hold the Consulting Company and the Consultant fully liable for the breach of the Agreement.

四、 服务期限及解除 Term and Termination

4.1 乙方及乙方顾问为甲方提供服务的期限为<u>6个月</u>,自本协议生效之日起计算。前述服务期限届满前,经双方书面同意后。双方可对本协议进行续签或延长前述服务期限。

The term of the consulting services shall be <u>six months</u>, commencing from the date which the Agreement is executed by both Parties ("the Term"). The Agreement may be renewed or extended by written consent of both Parties.

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乙方签署: Initial Signature by the Consulting Company:

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乙方签署: Initial Signature by the Consulting Company: _____

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【以下无正文】 [No Text Below] 甲 方: 长红存储和技得限责任公司(法本) Party A: Yangtze Memory Technologies Co. Ltd Yangto 授权代表 Authorized representative : 职 务 Title: 日 期 Date:

Z. 方: Party B: FENE PAN 授权代表 Authorized representative: <u>Zeng Dan</u> 职务Title: <u>President & CEO</u> 日期Date: <u>1/22/201</u>

乙方签署: Initial Signature by the Consulting Company: _____

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