



00377316 CHN-0755-0000-2018-EPLD-000096 44

# 华为技术服务有限公司深圳分公司员工聘用协议书

Huawei Technical Service Co., Ltd. Shenzhen Branch

Employment Agreement

聘用方(甲方) Company: 华为技术服务有限公司深圳分公司

Huawei Technical Service Co., Ltd. Shenzhen Branch

法定代表人 Legal Representative: 李英涛

受聘方(乙方) Employee: 李世伟 Li Shiwei

工号 Employee ID: 00377316 国籍 Nationality Singapore

护照号码 Passport Number/身份证号码 Citizen Identification:

E6015158H

户口所在地 Registered Permanent Residence (For Chinese):



between the company as identified in the cover page (the "Company") and the employee as identified in the cover page (the "Employee").

In consideration of the mutual premises and covenants set forth herein and for good and valuable consideration the adequacy of which is hereby acknowledged by the parties, and the mutual benefits to be derived therefrom, the parties agree to conclude a fixed-term employment agreement as follows:

## 1 聘用期限 Employment Period

1.1 聘用期为 2018 年 06 月 22 日 至 2022 年 06 月 21 日。

The employment period is from 06/22/2018 (MM DD, YYYY) to 06/21/2022 (MM DD, YYYY).

1.2 聘用期限届满甲方希望继续聘用乙方的，甲方将在聘用期限届满前一个月征求乙方续订聘用协议的意向，如乙方提出续订聘用协议且甲方同意续订的，双方在本聘用期限届满前另行协商订立新的聘用协议。因乙方个人原因未及时续订的，甲方不承担因此引起的责任和后果。

Should Company wishes to extend the employment period upon the termination of the Agreement, Company shall notify the Employee for consent one month prior to the termination of the Agreement. The Employee may propose for the consent of Company to extend the service period and the two parties shall sign a new employment agreement before the termination of this Agreement. Company is free from any liability for failure to extend the employment period due to reasons of the Employee.

## 2 工作岗位 Position

2.1 甲方聘用乙方主要从事 主任工程师 岗位工作。乙方同意甲方有权根据业务需要调整乙方工作岗位，乙方同意工作岗位调整后的薪酬待遇按调整后的工作岗位相关薪酬标准确定。

Company employs the Employee as 主任工程师. The Employee agrees that Company has the right to change the position of the Employee according to business needs and adjust the Employee's pay and benefits according to the pay standard of the new position.

2.2 乙方不胜任工作的，甲方有权对乙方工作岗位进行调整，调整后乙方仍不胜任的，甲方有权解除聘用协议。

Company has the right to change the position of the Employee if the Employee proves incompetent for the position and may terminate the Agreement if the Employee proves incompetent for the new position.

2.3 在聘用期间，乙方工作岗位的调整，不影响本协议效力。

Change in the position of the Employee within the employment period shall not affect the effectiveness of this Agreement.

## 3 试用期 Probation Period

3.1 双方同意按照以下第 a 种方式确定试用期。

Both Company and the Employee agree to determine the probation period in mode a.

(a) 无试用期。No probation period.

(b) 试用期为 个月。A probation period of month(s).

3.2 试用期包含在聘用期之内。

The probation period is included in the employment period.



3.3 试用期间乙方有下列情形之一的，甲方有权随时解除本协议，无须提前通知乙方或向乙方支付经济补偿金：

During the probation period, Company may terminate the Agreement at any time without prior notice or any severance pay in any of the following cases.

(a) 乙方个人简历、职位申请登记表上所提供的信息（包括但不限于学位证、毕业证、外语等级证书、资格证、身份证明等个人有效证件及信息）与本人实际情况不符的；

Information (including but not limited to personal certificates and information such as the degree certificate, graduate diploma, foreign language competency certificate, career qualifications, and identity certification) in the resume or employment application form of the Employee does not match the actual situation.

(b) 试用期培训考核不合格或不能通过转正答辩的；

The Employee fails to pass the qualification exam after training in the probation period or fail in the probation defence.

(c) 工作技能与个人书面陈述的任职能力不相符或达不到招聘录用条件的；

The Employee's proved competency does not match that mentioned in personal writing or live up to the employment requirements.

(d) 不能保质保量完成试用期所要求的工作任务等情形的；

The Employee is unable to fulfill tasks as required.

(e) 乙方具有法律、法规或甲方规章制度规定的可以解除劳动合同的其它相应情形的。

Other cases in which the performance of the Employee may result in a termination of the Agreement by Company pursuant to laws or regulations of Company.

#### 4 工作地点 Work Place

乙方声明，其明确知悉甲方在全球范围内设有子公司或分支机构，并同意甲方根据工作需要，有权安排乙方在甲方及其直接或间接控制的全球范围内的子公司或分支机构派驻工作。

The Employee acknowledges its knowledge of the global divisions or branches of Company and agrees that Company shall have the right to dispatch the Employee, as needed, to work in any global division or branch directly or indirectly under Company.

#### 5 工作时间和休息休假 Working Hours, Vacations and Leaves

5.1 甲方按国家规定并结合生产和工作实际规定工作时间和休息休假，乙方必须遵从甲方相关规定并执行。

Company shall stipulate working hours, vacations and leaves of employees in accordance with national regulations and actual work progress; the Employee is obliged to abide by related regulations made by Company.

5.2 根据工作需要，甲方可安排乙方异地出差。

Company may arrange business trips of the Employee as needed.

5.3 在本协议期内，根据业务需要，甲方有权安排乙方离岗休假不参加工作及/或不担任全部或部分职责。

Company has the right to arrange vacations for the Employee and/or make the Employee free from all or part of the responsibilities according to business needs within the employment period.

#### 6 劳动报酬及福利待遇 Salary and Benefits

##### 6.1 工资 Salary



经济补偿金:

or any severance

证书、资格证、身份

degree certificate,  
(certification) in the

fail in the probation

or live up to the

ment by Company

乙方在甲方及其

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regulations and

all or part of the

(a) 甲乙双方同意, 甲方向乙方支付的薪酬中包含法定的及政府规定的应由甲方向乙方支付的各种补贴和福利。乙方实行年薪制, 由固定和浮动两部分组成。固定部分以月工资形式按月发放, 甲方从中依法代扣代缴员工应缴纳的个人所得税和社会保险费个人承担部分费用及中国法律要求的其他扣除(如有)后, 于每月最后一个工作日支付给乙方。浮动部分以年终奖金的方式按照乙方绩效情况分级发放。乙方首次年终奖按照乙方在该年度内实际服务的期限折算。对乙方离职的年度, 甲方根据其个人绩效承诺(PBC)完成情况决定是否发放浮动部分奖金及额度。如乙方因个人原因, 包括但不限于不胜任工作、违反甲方规章制度等被提前解除聘用合同的, 甲方不支付乙方浮动部分奖金。如乙方因甲方业务需求发生重大变化等非员工个人原因而被解除劳动合同的, 甲方根据乙方的绩效表现及浮动奖金分配承诺, 按照在职时间计算分配浮动部分奖金。

Company and Employee agree, the salary paid by Company to Employee includes all compensations and welfares required by laws and regulations. The annual salary system shall be implemented for the Employee, which is composed of a fixed salary and a floating salary. The fixed salary shall be granted in the form of a monthly salary, which shall be paid by the Company to the Employee before the last working day of each month, with the personal income tax of the employee, social insurance contributions undertaken by the employee him or herself, and other items required to be deducted pursuant to Chinese laws withheld by the Company. The floating salary shall be granted in the form of a year-end bonus, which shall be paid by the Company to the Employee based on the grade and performance of the Employee in the related year. The year-end bonus for the first calendar year is proportional distribution depending on the actual duration of service the Employee supplies in the year. For the year in which the Employee resigns, the Company may, based on the Employee's implementation of his or her PBC, determine whether to grant the Employee a floating bonus and how much the bonus shall be. If the Employment Agreement between the Company and the Employee is rescinded in advance due to personal reasons of the Employee, including but not limited to being unqualified for his or her post, violating the Company's rules and regulations, etc, the Company shall not pay the Employee the floating bonus. However, if the Employment Agreement between the Company and the Employee is rescinded due to reasons of the Company, such as great changes of the Company's business needs, the Company shall, based on the Employee's performance, the Company's commitment to grant a floating bonus, and the Employee's employment period in the Company, calculate and grant a floating bonus to the Employee.

(b) 乙方作为年薪制人员, 不参加华为的饱和配股计划。

As an employee under the annual salary system, the Employee shall not participate in the Company's saturated stock distribution program.

(c) 乙方作为年薪制人员, 应按照甲方安排, 及时签署个人绩效承诺(PBC)及绩效浮动奖金分配承诺, 参加绩效评议。

As an employee under the annual salary system, the Employee shall sign in time the Personal Business Commitment (PBC) and the Performance-Based Floating Bonus Distribution Commitment, and participate in performance appraisal according to the Company's arrangements.

(d) 甲方有权定期或不定期地对乙方工资进行回顾, 并有权根据甲方经营状况、乙方工作岗位责任及乙方工作表现、市场薪酬变化等情况决定是否调整乙方的工资。

Company has the right to review the salary of the Employee at regular or irregular intervals and make reasonable adjustments to the Employee's salary according to Company's operation status, the Employee's working position and responsibilities, the Employee's work performance, and the change of pay standards in the market.



6.2 加班工资: 甲方安排乙方加班的, 乙方应当填写加班申请表。对按照甲方规章制度批准的加班, 甲方将按照国家有关规定付给乙方加班工资或安排补休。

Pay for overtime work: Employee shall complete and submit the Application for Overtime Work when working extra hours as arranged by Company. Company shall pay The Employee or arrange compensation vacations for the employee according to related national regulations for the Employee's overtime work that is approved by Company.

6.3 甲方依法为乙方缴纳社会保险费及其他法定福利中企业缴费部分。

Company shall pay the part of social insurance premium payable by the employer and other legal benefits payable by the employer for the Employee.

## 7 劳动保护、劳动条件和职业危害防护 Labor Protection, Labor Conditions and Occupational Hazard Prevention

7.1 甲方按国家和地方有关劳动保护规定提供符合国家劳动卫生标准的劳动作业场所、劳动条件及劳动保护措施, 保护乙方在生产工作中的安全与健康。

Company shall provide the Employee with work places, work conditions and work protection measures that meet the national labor hygiene standard according to related national and local labor protection regulations to ensure the safety and health of the Employee in the course of work.

7.2 乙方工作过程中可能产生职业病危害的, 甲方将按国家有关职业病防治的相关规定保护乙方的健康及其相关权益。

Company shall protect the health and related benefits of the Employee according to related national regulations on occupational disease prevention and treatment if the Employee's work exposes the Employee to the hazard of possible occupational diseases.

7.3 甲方对可能产生职业病危害的岗位员工依法提供职业健康体检。

Company shall provide the Employee with occupational physical examination as required by the law if the Employee's work exposes the Employee to the hazard of possible occupational diseases.

## 8 规章制度 Rules and Regulations

8.1 甲方有权定期或不定期地制订和修订其规章制度。

Company has the right to formulate and revise its rules and regulations at regular or irregular intervals.

8.2 乙方应当阅读、理解并遵守甲方规章制度。乙方同意甲方可以通过多种渠道公示其规章制度, 包括但不限于内部网络公告栏、通知、培训、口头传达等。乙方有义务每季度至少一次通过前述渠道充分了解甲方定期或不定期更新的规章制度。乙方未履行前述义务的, 不影响甲方对规章制度的公示效力。

The Employee shall read, understand, and abide by the rules and regulations of Company. The Employee agrees that Company can make its rules and regulations public in channels including but not limited to intranet bulletin, notice, training, and oral informing. The Employee is obliged to learn at least once a quarter and fully understand the rules and regulations updated by Company at regular or irregular intervals in the above mentioned channels. The failure of the Employee to fulfill this obligation shall not affect the effectiveness of the rules and regulations of Company.

8.3 乙方违反甲方规章制度的, 甲方可以根据乙方违规情形对乙方进行处分直至解除劳动合同关系。此外, 若因乙方的违规行为而给甲方造成任何损失的, 甲方有权依据相关法律规定或甲方规章制度要求乙方进行赔偿。

Company has the right to impose disciplinary action on the Employee and even terminate the employment of the Employee when the Employee violates Company's rules or regulations according to the severity of the breach behavior.



If the Employee's behavior of breach causes any loss of Company, Company has the right to claim compensations from the Employee according to the related law or Company's regulations.

## 9 甲方的权利及义务 Rights and Obligations of Company

9.1 根据乙方实际工作能力和甲方工作需要, 甲方有权对乙方的工作岗位、工作地点作出调整。

Company has the right to change the work position and/or work place of the Employee according to the Employee's actual performance and Company's business needs.

9.2 甲方有权根据甲方规章制度对乙方进行管理。

Company has the right to supervise the Employee according to Company's administrative regulations.

9.3 乙方在聘用期间的职务成果及其知识产权归甲方所有。

Company owns the in-service achievements made by the Employee under the period of employment and intellectual property rights thereby.

9.4 甲方根据工作需要可为乙方提供相应的在职培训, 并有权据此要求乙方签订培训协议。

Company may provide in-service training for the Employee as needed by the work and has the right to request the Employee to sign the training agreement.

9.5 甲方应为乙方提供适宜的工作环境和工作条件。

Company shall provide proper work environment and work conditions for the Employee.

## 10 乙方的权利及义务 Rights and Obligations of the Employee

10.1 乙方享有甲方规定的基本工作权利及相关待遇。

The Employee shall enjoy the basic work rights and related benefits stipulated by Company.

10.2 乙方有权获得相应的报酬和晋升机会, 并拥有享受本协议第5条所规定的休息休假的权利。

The Employee is entitled to due payments, opportunities for promotion, and vacations stipulated in article 5 of this Agreement.

10.3 乙方享有参加相应的业务学习和提出工作改进建议的权利。

The Employee has the right to join related business study and propose suggestions on work improvement.

10.4 乙方负有维护甲方的利益和声誉、遵守甲方的规章制度的义务。

The Employee is obliged to protect the interests and reputation of Company and abide by the regulations of Company.

10.5 乙方负有严格按照本协议、甲方规章制度、乙方签署的有关协议及承诺书等的要求, 保守甲方的商业秘密和技术秘密的义务。

The Employee is obliged to protect and keep the business secrets and technical secrets of Company pursuant to this Agreement, regulations of Company, and agreements and commitments signed by the Employee.

10.6 未经授权, 乙方不得披露、使用、允许甲方或甲方负有责任的任何第三方(包括但不限于甲方的员工、代理人、顾问等)使用第三方的技术秘密、商业秘密或其他知识产权, 也不得在甲方的工作场所、工作电脑等中持有该等技术秘密、商业秘密或其他知识产权。

The Employee shall not disclose, use, or allow Company or any third party Company is responsible for (including but not limited to the employees, representatives and consultants of Company) to use the technical secrets, business secrets or other intellectual properties of a third party without prior authorization; nor shall the Employee store the technical and business secrets and/or other intellectual properties in the work place or on any work computer of Company.



10.7 乙方保证其向甲方提供或陈述的工作经历、各类证件及其他相关信息均与本人实际情况相符,不存在任何虚假、欺诈。  
The Employee shall guarantee that the work experience, all certificates, and other information provided for or mentioned to Company match the actual situation of the Employee without any falsehood or cheating.

10.8 乙方不得直接或间接地通过任何人、合伙、企业或其它实体,从事任何可能与乙方在任何时候以甲方的最佳利益行事的职责产生实际或预期利益冲突的商业活动。  
The Employee shall not engage directly or indirectly through any person, partnership, enterprise or other entity, in any business undertakings that will conflict with the actual or anticipated interests of Company according to the responsibility of the Employee to act in the best interest of Company at any time.

## 11 知识产权 Intellectual Property Rights

### 11.1 职务成果 Service Achievements

(a) 双方确认,乙方在甲方工作期间(包括离职之日起一年内),由于履行本人职务或甲方安排的本人职务之外的工作任务,或者主要利用甲方的物质条件和业务信息等,自行或与他人共同构思、开发、创造或研制出的发明创造、实用新型、外观设计、技术诀窍、产品、计算机软件、半导体芯片、作品或其他形式的智力成果,其中所包含的或与之有关的全部知识产权权利或其他财产权利(以下统称“知识产权”)均归甲方所有。

Both Company and the Employee agree that Company owns all the intellectual property rights and/or other property rights (hereinafter referred to as intellectual property rights) included in or related to the inventions, practical innovations, appearance designs, technical know-hows, products, computer software, semiconductor chips, works, and/or intellectual achievements in any other form that are solely or jointly made, researched, developed, or created by the Employee in performing the Employee's duties or fulfilling other tasks appointed by Company, or using physical conditions and business information of Company, during the employment period (including within one year after the Employee leaves the employment).

(b) 乙方同意以所有适当的方式通过适当的途径(包括但不限于申请专利、注册商标、登记软件等,相关费用由甲方承担)协助甲方或甲方指派的第三方,为甲方取得上述知识产权在任一国家、地区或全球范围内的各项权利。前述适当的方式包括但不限于:向甲方披露全部相关信息和数据,签署相关申请书、技术说明书以及甲方认为在申请取得该等权利或向甲方(或其继承人、受让人和指定者)转让知识产权的专属权利、权属和利益时所必需的文书。乙方同意,乙方签署任何该等文书或文件的义务、或促使该等文书或文件被签署的义务,在其与甲方的劳动关系终止之后仍应继续存在。

The Employee agrees to assist Company or a third Company appointed by Company to acquire the rights pertaining to the aforesaid intellectual property rights in any country or region or the whole world for Company in all proper ways through proper channels (including but not limited to patent application, trademark registration and software registration; the related expenses shall be undertaken by Company). The foregoing proper ways include but are not limited to disclosure of all related information and data to Company and signing related applications, technical descriptions, and other writings and documents deemed necessary by Company in applying for these rights or transferring the exclusive rights, ownership and benefits of the intellectual property rights to Company (or Company's successor, assignee or appointed entity). The Employee agrees that the Employee's obligation to sign these writings and documents or assist in getting these writings and documents signed be valid after the termination of the employment.

(c) 甲方有权使用、转让或授权他人使用上述知识产权而无须获得乙方的同意。

Company has the right to use, transfer, or authorize a third party to use the foregoing intellectual property rights without requesting the permission of the Employee.



(d) 上述知识产权的署名权(依法律规定而应由甲方署名的除外),由作为发明人、制作者或设计人的乙方享有,并且乙方有权按甲方有关规定获得相应的物质奖励和精神鼓励。

The Employee, as the inventor, producer, or designer, owns the right of authorship of the foregoing intellectual property rights (except in cases in which Company owns the right of authorship by law) and the Employee shall be entitled to physical and spiritual rewards according to related regulations of Company.

(e) 若乙方作为发明人或设计人的职务发明创造经甲方申请并被授予专利权的,双方理解并同意甲方应当根据甲方当时正在生效的内部相关规章制度规定的奖励支付方式和数额向乙方支付相应奖金。

If the Employee's service invention-creation invented or designed by the Employee is granted a patent right after Company's filing in Company's own name, both Parties understand and agree that Company shall award the Employee a money prize according to the payment method and amount stipulated in the Company's then-current effective internal related rules and regulations.

(f) 若甲方因实施前述发明创造专利权并获得了利润,或甲方许可其他第三方实施前述专利权并收取使用费的,或甲方转让前述专利权并获得经济利益的,双方理解并同意甲方应当根据甲方当时正在生效的内部相关规章制度规定的报酬支付方式和数额向乙方支付相应报酬。

If Company exploits the foresaid patent for invention-creation to make a profit, or Company grants the license to the third party to exploit the foresaid patent to receive the royalty fees, or Company transfer or assign the foresaid patent to the third party to make profits, both Parties understand and agree that Company shall pay the Employee remunerations according to the payment method and amount stipulated in the Company's then-current effective internal related rules and regulations.

(g) 甲乙双方同意,甲方向乙方支付的薪酬待遇中,已考虑了因乙方职务发明创造被授予专利权及甲方实施、许可或转让前述专利权在所有适用法及本协议下乙方应当获得的全部奖励、报酬及其他利益。

Both Parties agree that, Company has taken all the reward, remunerations and other interests which the Employee deserves in all applicable jurisdictions and under this Agreement into consideration in the salary and benefits paid to the Employee under this Agreement due to: i) the Employee's service invention-creation which has been granted a patent right; or ii) Company's exploitation, granting the license or transfer/assignment to the third party of the foresaid patent.

(h) 甲乙双方同意,若前述专利权被无效,或甲方合理的认为前述专利权存在被无效的可能,甲方有权不发放或酌情减少前述奖励和/或报酬。

Both Parties agree that, if the foresaid patent is invalid or unenforceable or Company has reasonable doubt that the foresaid patent has the possibility to be invalid or unenforceable, Company has the right to withdraw or decrease the foresaid money prize and/or remunerations herein.

#### 11.2 非职务成果 Non-service Achievements

(a) 乙方在工作期间作出的与甲方业务密切有关的发明创造、产品、计算机软件、半导体芯片、技术秘密和商业秘密,若本人期望由本人拥有知识产权,应及时向甲方申明,经甲方书面核准,确认属非职务成果,乙方可拥有知识产权;如乙方决定转让或允许使用此项非职务成果,甲方享有优先受让权。

The Employee shall declare promptly to Company the wish to solely own the intellectual property rights to the inventions, products, computer software, semiconductor chips, technical secrets, and business secrets invented or developed by the Employee that are closely related to the business of Company during the period of employment. The Employee shall own the intellectual property rights after Company's approval in written form, which confirms



that the related achievements are made by the Employee when off service. Should the Employee decide to transfer or license the intellectual property rights, Company has the priority for the assignment

(b) 乙方未作申明则推定其为职务成果, 甲方可以使用、授权第三方使用或向第三方转让。若日后该等成果被证明为非职务成果, 乙方也不得要求甲方承担任何责任。

The intellectual property rights achieved by the Employee in absence of the declaration from the Employee shall be deemed service achievements and Company may use, authorize a third party to use or transfer to a third party these rights. The Employee shall not claim for liabilities of Company if the rights prove to be non-service achievements later.

## 12 保密 Non-disclosure

### 12.1 保密责任 Non-disclosure Liability

(a) 乙方在甲方工作期间, 必须严格遵守甲方的保密规章制度, 履行与本人职务和工作岗位相应的保密职责。甲方保密规章制度中未作规定或规定不明确之处, 乙方亦应本着谨慎和负责的态度, 严格保守本人知悉的技术秘密和商业秘密, 或本人持有的属于甲方或虽属第三方但甲方承诺有保密义务的技术秘密和商业秘密。

The Employee shall strictly abide by rules and regulations concerning non-disclosure made by Company and fulfill the Employee's non-disclosure duties related to the business title and work position of the Employee during the employment. For unspecified or vaguely specified issues in the regulations of Company, the Employee shall also be cautious to keep the technical secrets and business secrets in the knowledge of the Employee and/or the technical secrets and business secrets kept by the Employee but owned by Company or a third party for which Company is committed to non-disclosure.

(b) 乙方除履行职务需要外, 未经甲方事先书面同意, 不得泄露、传播、公布、发表、传授、转让或以其他任何方式让第三方(包括但不限于按照甲方保密规定无权知悉该秘密的甲方员工)知悉属于甲方或虽属第三方但甲方承诺有保密义务的技术秘密和商业秘密, 也不得在履行职务之外使用或允许第三方使用这些秘密信息, 无论乙方是否因此获得利益。

The Employee shall not, except required by the Employee's duty, disclose, spread, publicize, publish, impart, transfer, or let a third party (including but not limited to employees of Company who have no right to access the secrets according to the regulations of Company) know the technical secrets and business secrets owned by Company or a third party for which Company is committed to non-disclosure without prior permission of Company in writing. Nor shall the Employee use or allow a third party to use the secrets whether there are profits for the Employee involved or not.

(c) 乙方如拟离职, 应当于离职前或者于甲方在任何时候提出请求时, 返还属于甲方的全部财物和载有甲方秘密信息或甲方授权乙方持有的第三方秘密信息的一切载体(包括但不限于凡记录甲方秘密信息的文件、资料、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体), 不得将这些载体及其复制件擅自保留或交给其他任何人。

The Employee shall, at the time of leaving the employment, return to Company all possessions of Company and all media that bear secrets of Company and/or secrets of a third party which Company authorizes the Employee to keep (including but not limited to documents, materials, charts, notes, reports, letters, faxes, tapes, cassettes, disks, instruments and media in any other form) and shall not keep these media or the duplicates or transfer them to any third party without the permission of Company.



(d) 在任何时候, 乙方均不得利用甲方的技术秘密和商业秘密为任何第三方工作或提供服务。

The Employee shall not at any time work for or provide service for any third party using the technical secrets and business secrets of Company.

#### 12.2 保密期限和补偿 Non-disclosure Period and Compensation

(a) 无论出于何种原因离职, 乙方离职后仍有义务保守在甲方工作期间接触、知悉的属于甲方或虽属第三方但甲方承诺有保密义务的技术秘密和商业秘密。

The Employee shall be obliged to keep the technical secrets and business secrets of Company or secrets owned by a third party for which Company is committed to non-disclosure after leaving the employment of Company for whatever reason.

(b) 乙方认可, 甲方在支付乙方的工资报酬时, 已考虑了乙方离职后需要承担的保密义务, 因此无须在乙方离职时另外支付保密费。

The Employee acknowledges that Company has taken the non-disclosure obligation of the Employee after the Employee leaves the employment into consideration in the salary paid to the Employee and thus need not make extra payment for the non-disclosure obligation of the Employee after the Employee leaves the employment.

#### 12.3 第二职业限制 Secondary Career Limit

(a) 乙方承诺, 在本协议有效期内, 未经甲方书面同意或未与甲方签订相关协议, 其不得直接或间接地从事第二职业, 不论其是否因该等行为获得报酬或是否利用了在甲方的工作时间。该等第二职业包括但不限于: (i) 受雇于任何第三方或为任何第三方提供劳务, 不论该等第三方是否与甲方生产、经营同类产品或提供同类服务, 也不论乙方在该等第三方担任合伙人、股东、董事、监事、高级管理人员、员工、代表、代理人或顾问等职务, 或 (ii) 投资企业。乙方违反本规定的, 甲方有权对乙方进行处理, 直至解除本协议。

The Employee commits that the Employee shall not directly or indirectly undertake any secondary career during the period of employment without written permission of or related agreement with Company, whether or not the Employee gets paid for the secondary career or whether or not the Employee is making use of the Employee's work time. The secondary careers include but are not limited to: (1) being employed by or providing labor for any third party, whether or not the third party produces or deals with the same kind of products, or providing the same kind of service with Company and whether or not the Employee acts as a partner, shareholder, board director, supervisor, senior manager, employee, representative, agent, advisor or any other role of the third party; (2) investing in enterprises. Company has the right to impose disciplinary action on the Employee and even terminate this Agreement if the Employee violates this provision.

(b) 为避免歧义, 本条不适用于乙方在受聘于甲方期间为甲方指定的甲方的关联公司或其他单位提供服务的行为。

To avoid ambiguity, the foregoing provision shall not apply to situations in which the Employee provides services to affiliates of Company or other companies appointed by Company.

#### 12.4 竞业限制 Non-competition

乙方同意, 甲方可根据乙方的岗位性质或公司相关规定与乙方另行签订竞业限制协议, 约定乙方在本协议解除或终止后一定期限内不得以任何方式与甲方竞争, 并明确竞业补偿标准。甲乙双方有关竞业的权利义务以另行签订的竞业协议为准。

The Employee agrees that Company may choose to enter into a separate non-competition agreement with Employee depending upon Employee's position and responsibility or Company's related internal regulation, which agreement shall provide that during a certain period of time commencing from the termination or expiration of this Agreement,



the Employee shall not compete with the Company in any way, directly or indirectly, and such agreement will also provide for the calculation principles of the compensation for non-competition obligation (hereinafter referred to as "Non-competition Agreement"). Non-competition rights and obligations of each party, if any, shall be defined in the Non-competition Agreement.

#### 12.5 技术秘密和商业秘密 Technical Secrets and Business Secrets

(a) 本协议所指的技术秘密,包括但不限于技术方案、工程设计、电路设计、制造方法、配方、工艺流程、技术指标、计算机软件、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、样机、模型、模具、操作手册、技术文档、相关的函电等。

The technical secrets herein include but are not limited to the technical schemes, engineering designs, circuit designs, manufacturing methods, composition formulas, technical processes, technical indexes, computer software, databases, R&D records, technical reports, test reports, experiment data, test results, drawings, samples, prototypes, models, moulds, operation manuals, technical documents, and related correspondences.

(b) 本协议所指的商业秘密,包括但不限于客户名单、行销计划、项目合作信息、采购资料、定价政策、财务资料、进货渠道、法律事务信息、人力资源信息、公司内部规章制度、管理方法等。

The business secrets herein include but are not limited to customer lists, marketing plans, project cooperation information, purchase documents, pricing policies, financial documents, purchase channels, legal affairs information, human resources information, internal regulations, and management methods.

### 13 协议终止和解除 Termination

13.1 除双方协商一致续订外,本协议期满时双方劳动关系即行终止。

The employment relationship between the parties shall be terminated upon the expiry of this Agreement, unless the parties mutually agree to renew this Agreement.

13.2 有下列情形之一的,本协议终止:

The Agreement shall be terminated in the following cases:

(a) 乙方退休或开始依法享受基本养老保险待遇的(甲乙双方另有约定的除外);

The Employee retires or starts to benefit from endowment insurance according to law (unless otherwise agreed by both parties).

(b) 乙方死亡,或者被人民法院宣告死亡或宣告失踪的;

The Employee dies or is declared death or missing by the people's court.

(c) 甲方依法宣告破产的;

Company declares bankruptcy according to law.

(d) 甲方被吊销营业执照、责令关闭、撤销或甲方决定提前解散的;

The business license of Company is revoked, Company is ordered to close or dismiss, or Company decides to dismiss.

(e) 其他法定情形。

Other situations stipulated by law.

13.3 有下列情形之一的,甲方有权解除本协议:

Company has the right to terminate the Agreement in the following cases.

(a) 乙方有本协议第3.3条规定情形的;

The Employee violates the provisions of 3.3 in this Agreement



(b) 乙方严重违反甲方规章制度的;

The Employee severely breaches the regulations of Company.

(c) 乙方不胜任工作, 不参加培训或不到新调整岗位工作, 连续超过三天或累计超过五天的;

The Employee is incompetent for the job and refuses to participate in training or accept reassignment, and such situation continues for three consecutive days or five days accumulatively.

(d) 乙方虽然出勤, 但无正当理由不服从公司安排, 不承担正常工作任务, 连续超过三天或累计超过五天的;

The Employee attends to the place of work regularly but refuses to obey work orders made by Company without due cause or to perform job duties and such situation continues for three consecutive days or five days accumulatively.

(e) 乙方严重失职、营私舞弊、贪污腐败或有其它严重不良行为, 给甲方利益或声誉造成重大损害的;

Employee conducts serious breach of duty, jobbery, corruption and other serious misconducts and does great harm to the interest or reputation of Company.

(f) 乙方从事第二职业, 对完成甲方工作任务造成严重影响, 或者经甲方提出, 拒不改正的;

The Employee is engaged in a secondary career that severely affects the Employee's performance in fulfilling the tasks of Company or/and the Employee refuses to correct the mistake after getting reminded by Company.

(g) 乙方以欺诈 (包括但不限于本协议第 3.3 条所列情形)、胁迫的手段或乘人之危或其他方式, 使甲方在违背真实意思的情况下订立或变更本协议的;

The Employee makes Company sign or alter the Agreement contrary to its actual wishes by cheating (including but not limited to situations stipulated in 3.2 of this Agreement), threatening, taking advantage of crisis of Company, and other means.

(h) 乙方违反本协议 10.5、10.6、10.7 或 10.8 条规定的义务的;

The Employee fails to fulfill the obligations stipulated in 10.5、10.6、10.7 and 10.8 of this Agreement.

(i) 乙方被依法追究刑事责任或被劳动教养的;

The Employee is claimed for criminal liabilities or undergoing reeducation-through-labor.

(j) 乙方违反人口与计划生育法律法规生育的;

The Employee has more children than regulations on population and family planning;

(k) 其他法定情形。

Other situations stipulated by law.

13.4 有下列情形之一的, 甲方提前三十天以书面形式通知乙方或者额外支付乙方一个月的工资后, 有权解除本协议;

Company has the right to terminate the Agreement upon giving 30 days prior written notice or paying an extra monthly salary to the Employee in the following cases:

(a) 乙方因病或非因工负伤, 在规定的医疗期满后不能从事原工作, 也不能从事甲方另行安排的其它工作的;

The Employee is unable to take the original position or any other position arranged by Company after the stipulated period of medical treatment for sickness or non work-related injury.

(b) 乙方不胜任工作, 经过培训或者调整工作岗位, 仍不能胜任工作的;

The Employee is incompetent for the job and still incompetent after training or reassignment by Company.

(c) 本协议订立时依据的客观情况发生重大变化, 致使本协议无法继续履行, 甲乙双方未能就变更本协议内容达成一致的;



Company and the Employee fail to reach consensus on alteration of the Agreement when great changes of the circumstances in which the Agreement is made render the continuing of the Agreement impossible.

(d) 其他法定情形。

Other situations stipulated by law.

13.5 甲方有下列情形之一，可依法进行裁员：

Company may reduce the staff according to law in the following cases:

(a) 进行破产重整的

Company goes bankrupt and reengineering.

(b) 生产经营发生严重困难的

Company encounters serious difficulties in production and business operation.

(c) 转产、重大技术革新或者经营方式调整，经变更本协议后，仍需裁减人员的

Company still needs to reduce the staff after alteration of the Agreement when Company changes the line of business, utilizes a significant technical innovation or reconstructs the business model.

(d) 本协议订立时所依据的客观情况发生重大变化，致使本协议无法履行的

Great changes took place in the circumstances in which the Agreement is made and render the continuing of the Agreement impossible.

(e) 其他法定情形

Other situations stipulated by law.

13.6 乙方提前三十日（试用期内提前三日）以书面形式通知甲方，可以解除劳动合同。乙方违反本约定条款解除劳动合同，给甲方造成损失的，应当承担赔偿责任。

The Employee may terminate the Agreement contract upon 30 days prior written notice (3 days prior notice during the probation period) to Company. If the Employee fails to give such notice, the Employee shall be liable for damages.

13.7 甲乙双方经协商一致可提前解除本协议。

The Agreement may be terminated, as agreed by both Parties, in advance of the expiry date.

13.8 乙方提前解除本协议给甲方造成损失的，应向甲方赔偿相应经济损失。乙方提前解除协议依据双方培训协议应当向甲方支付违约金的，应当向甲方支付违约金。

The Employee shall pay Company the economic loss, if any, incurred by the Employee's terminating the Agreement before the expiry date. The Employee shall pay a penalty to Company if penalty is stipulated in the training agreement between the two Parties when the Employee terminates the Agreement before the expiry date.

## 14 工作交接 Work Transfer

14.1 无论本协议因何种原因终止或解除，乙方均应办理工作交接手续，工作交接指乙方按照甲方的要求办理完毕以下手续：

The Employee shall transfer his/her work when the Agreement is terminated for any reason. Work transfer means the Employee finishes the following procedures as required by Company:

(a) 工作职责及工作内容交接：包括但不限于陈述工作内容、正在处理工作/项目的进展、客户关系、向甲方交还所有甲方技术秘密或商业秘密的文件及资料、档案、信息系统权限等。该等工作交接均应具有详细的书面材料说明，使交接后的工作能顺利进行。

The Employee shall transfer his/her work duties and job activities including but not limited to stating the job activities, the progress of jobs and/or projects at hand and customer relations, and returning files, documents and



archives containing technical secrets and/or business secrets of Company and information system authorities. The foregoing transferring shall be recorded in detail in writing for the smooth proceeding of the work later.

(b) 接受、配合甲方对乙方工作期间行为进行的必要审计。

The Employee shall accept necessary audits on his/her work during the period of employment and cooperate with Company in the audits.

(c) 归还相关甲方财产，包括但不限于向甲方归还办公资产、还清借支资金、签署离职承诺书、交还钥匙、出入证件及任何其持有或控制的与甲方业务或事务相关联的财产等。

The Employee shall return related possessions of Company including but not limited to returning the office assets, paying off borrowed advances, signing the demission commitment, returning keys, pass cards and any possessions kept or controlled by the Employee that is in connection with the business or affairs of Company.

14.2 因乙方原因未办理或未及时处理工作交接手续，给甲方造成损失的，乙方应予以赔偿。

The Employee shall indemnify Company for losses, if any, incurred by the Employee's failure to transfer or promptly transfer his/her work.

14.3 甲方应当在解除或者终止本协议后，为乙方出具解除或者终止劳动合同的证明，并在 15 日内为乙方办理档案、社会保险关系及其本人及家属的户口转移手续，乙方应予以配合。

Company shall provide related documents to prove the cancellation or termination of the Agreement upon the cancellation or termination of the Agreement and transfer the personal archive documents and social security benefits of the Employee and the household of the Employee and his/her dependents within 15 days. The Employee shall cooperate with Company in the whole process.

14.4 乙方在工作期间因个人原因给甲方造成经济损失或者乙方按照本协议或双方签订的培训协议等应承担赔偿责任的，乙方同意甲方可以从乙方的离职结算款（包括但不限于分红、奖金、工资、离职经济补偿等）中作相应扣除。

If the Employee causes economic losses of Company due to personal reasons during the period of employment or the Employee is liable for penalties according to this Agreement or the training agreement between the two Parties, the Employee agrees that Company deducts the losses and due penalties from the demission settlement pays (including but not limited to dividends, bonus, salary, and demission compensation).

## 15 法律责任 Legal Liabilities

若乙方违反本协议第 10、11、12 条中的任何规定，乙方应赔偿甲方由此而遭受的一切损失，包括甲方的直接经济损失和可预见的经济损失，并承担其他相应的法律责任。

The Employee shall indemnify Company for all losses caused by the Employee's breach of any provision in Article 10, 11 or 12 herein, including any direct economic loss and foreseeable economic loss of Company, and assume other related legal liabilities.



## 16 数据保护 Data Protection

16.1 乙方在此同意甲方可为人力资源管理、业务流程执行和内部管理、法律遵从目的或其他合理合法原因使用乙方的个人数据。

The Employee hereby confirms that Company shall have the right to process personal data of the Employee for the purpose of human resources and personnel management, business process execution and internal management, compliance with law or for other reasonable and lawful reasons

16.2 本协议中“个人数据”是指纸质、电子或其他形式的关于已识别或可识别自然人的信息，包括身份数据（如名字、家庭地址和个人电话号码等）、聘用信息（如工资、工作经历、过往报酬和绩效信息等）、财务信息（如银行账号和税务相关信息等），以及乙方在与甲方劳动关系聘用关系存续期间披露给甲方的其他信息。

For the purposes of this Agreement, "Personal data" means any information about an identified or identifiable natural person regardless of whether it is held in paper, electronic or any other format, including identification data (e.g., name, personal address, personal telephone number etc.), information concerning employment (e.g., salary, work and compensation history, performance information etc.), financial information (e.g., bank account number, tax-related information etc.) and other information necessary for Company's business purposes which may be voluntarily disclosed by the Employee during his/her employment relationship with Company.

16.3 作为跨国公司，甲方的业务活动超出一个国家的界限，这种全球化要求信息通信系统具备全球的可用性且支撑全球信息的处理和使用。乙方已了解和同意乙方的个人数据可能会跨国传输至中华人民共和国境外。

As a global organization Company's business processes go beyond the borders of one country. This globalization demands the availability of communications and information systems and processing and use of information worldwide. The Employee has understood and agreed that his/her personal data may be transferred outside of the People's Republic of China.

16.4 乙方的个人数据将被采取保密措施并且仅由经授权的华为人员和服务提供商出于上述目的访问和使用。除此之外，乙方有权根据所适用的法律查询、更正甲方持有的乙方个人数据。

Company will take reasonable security measures to protect the employee personal data and only authorized Huawei personnel and service provider can accessed and use these data. In addition, The Employee has the right, as defined in applicable law, to check, and correct his/her personal data maintained by Company

## 17 争议解决 Dispute Resolution

17.1 本协议引起的一切争议，双方应首先通过协商解决。协商不成，应将争议提交甲方注册地劳动争议仲裁委员会仲裁。In the event of a dispute arising out of this Agreement, the two Parties shall first attempt to resolve the dispute through negotiation. If the negotiation fails to settle the dispute, the dispute shall be submitted to the local labor dispute arbitration committee in the place where Company is registered.

17.2 上述约定不影响甲方请求知识产权管理部门对乙方侵权行为或违法行为进行行政处理。

The above stipulations shall not affect the right of Company to appeal to authorities of intellectual property rights to give administrative disciplinary action to the Employee for the Employee's behavior of right encroachment or violation of laws.

## 18 其它 Others

18.1 本协议未尽事宜适用甲方内部规章制度的，以甲方内部规章制度为准。

Issues unspecified in this Agreement, if the internal regulations of Company are applicable, shall be handled according to the internal regulations of Company.



18.2 本协议未尽事宜适用国家及/或甲方注册地的法律、法规、地方性规定中的强制性规定的，以相应的法律、法规、地方性规定中的规定为准。

Issues unspecified in this Agreement, if national laws and regulations or laws and regulation of the local place where Company is registered, or compulsory local stipulations are applicable, shall be handled according to the applicable laws, regulations or compulsory local stipulations.

18.3 乙方向甲方提供的身份证/护照号码、家庭地址/居住地址及/或户口所在地等信息如有变更，乙方应当在变更之日起5个工作日内通知甲方。乙方没有按照本条规定通知甲方的，甲方按照乙方最近一次向甲方提供的地址及相关信息发送各类文件均视为送达。

The Employee shall inform Company within 5 working days upon the change of the Employee's ID card/passport number, family residency/personal residency and/or registered residency. Should the Employee fails to inform the Employee as stipulated herein, documents sent by Company to Employee according to address and related information most recently provided by the Employee shall be deemed as service accomplished.

18.4 除本合同明确规定外，本合同中的“日”、“月”、“年”均指日历日、日历月、日历年。

Unless otherwise specified, the dates, months and years in the Agreement refer to calendar dates, calendar months and calendar years.

18.5 本协议若与双方以前的聘用协议有冲突，以本协议规定为准。

If this Agreement conflicts with any earlier employment agreement entered between the two Parties, this Agreement shall prevail.

18.6 本协议以中文和英文写成，两种版本具有同等法律效力。如中英文版本不一致的，以中文版本为准。

This Agreement is being executed in both Chinese and English languages, and both language versions shall be equally valid and binding. In the event of any discrepancy between these two versions, the Chinese version shall govern.

18.7 本协议一式两份，甲、乙双方各执一份，自甲方盖章和乙方签字后，于本协议规定的聘用起始日起生效。

This Agreement shall be in duplicate, with two texts to be held separately by the Parties hereof. This Agreement, with the seal of Company and signature of the Employee, shall take effect as of the start date of the employment.



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日期:

Date





## 签 字 页 Signatures

本协议一式两份，其中一份本人已收到并保存。

This Agreement shall be in duplicate, one of which has been received and held by myself.

本协议为甲方、乙方双方真实意思表示，在此签字确认。

This Agreement describes true intentions of both Parties and the Parties hereto execute the Agreement.

甲方：华为技术服务有限公司深圳分公司

乙方：受聘方 Employee

Company: Huawei Technical Service Co., Ltd.  
Shenzhen Branch

通信地址 Address for correspondence

公司住所 Location: 深圳市龙岗区布吉镇岗头村  
华为电汽生产中心 B 区 2 楼

公章 Seal:



签 名 Personal seal:

日期: 2018 年 06 月 21 日

日期: 2018 年 06 月 21 日

Date: 06/21/2018 (MM DD, YYYY)

Date: 06/21/2018 (MM DD, YYYY)



Monthly Salary Certificate  
月工资状况证明

Certificate No. 20190103218154

第 20190103218154 号

Private and Confidential

保密信息

January 3, 2019

2019 年 01 月 03 日

To Whom It May Concern

致有关人士

Dear Sir or Madam

尊敬的先生/女士,

Hereby to certify Mr. Li Shiwei, passport number is E6015158H, is an employee of our company. He joined our company on June 22, 2016, his current position is Principal Engineer.

特此证明李世伟先生, 证件类型护照, 证件号码 E6015158H, 为我公司正式员工, 2016 年 06 月 22 日 加入我司工作, 现任主任工程师职务。

His monthly salary in the year of 2018 is following:

他在 2018 年度的月工资状况见下文列表:

Monthly Salary: CNY91,666.00 (Before tax deduction, including bonus)

月工资: 税前人民币玖万壹仟陆佰陆拾陆元整(含奖金)

Purpose: Guarantee for the family to go abroad

用途:为家属出国作担保

Company name: Huawei Technologies Co., Ltd.

公司名称: 华为技术有限公司

Address: HQ Building, Bantian Huawei Base, Longgang Dist., Shenzhen

地址: 深圳市龙岗区坂田华为总部办公楼

Contact person: Xiao Fang

联系人: 肖芳 1)

Position: Human Resources Specialist

职务: 人力资源专员

Tel: +86 755 28429712

电话: +86 755 28429712



