

Employment Agreement

僱傭契約

THIS AGREEMENT ("Agreement"), dated[02, 05, 2019_] is made and entered into by and between Azure Tech Ltd. whose registered address is at Rm. 102, 11F., No. 87, Songjiang Rd., Zhongshan Dist., Taipei City 104, Taiwan (R.O.C.) ("the Company"), and "[Mars Chou][E124175965] whose main residence address is [3F.-1, No. 4, Aly. 15, Ln. 247, Zhonghua 1st Rd., Gushan Dist., Kaohsiung City 804, Taiwan (R.O.C.)] ("the Employee" or "You")

Company and You, in consideration of the mutual covenants stated below, agree to the following terms and conditions.

本契約乃於[2019年5月2日]，由藍窗科技有限公司，登記地址為台灣台北市中山區松江路87號11樓102室（下稱「本公司」）與[周祥鈺][E124175965]，居住地址為[高雄市鼓山區中華一路247巷15弄4號3F之一]（下稱「員工」或「您」）簽訂。

本公司與員工雙方同意訂定下列僱用條款，以資共同遵守履行。

1. JOB TITLE（職稱）

1.1 You are employed as a [Customer Technical Support Engineer] and shall report to [line manager] or such other person designated by the Company as your line manager. Your duties are set out in the Job Description in **Schedule 1**. You agree to carry out such additional or alternative tasks as the Company may require and to comply with the reasonable directions of the Company that are in place at any time.

您受僱擔任[客服技術支援工程師]且應向[直屬主管]或本公司指派擔任您直屬主管者報告。您的職責如**附錄 1**工作內容所述。您同意履行本公司可能要求您履行之額外任務或替代任務，而且同意遵守公司隨時作成之

合理指示。

1.2 You are required to devote all your working time and energies to the Company while you are employed by the Company and must not undertake any outside paid work of whatever type or any outside work that would compete with the Company without the prior written consent of the Company.

當您受僱於本公司時，您必須將所有工作時間和精力投入公司，未經本公司事先書面同意，不得從事任何類型之外部有償工作或從事任何與本公司具競爭性的外部工作。

2. **RIGHT TO WORK (工作資格)**

2.1 You confirm that you have the right to work in Taiwan undertaking the type of work for which you are employed by the Company. It is a condition of your employment that you:

您確認您有權在台灣工作，從事您受僱於本公司之工作類型。而你同意您於受雇期間遵守下開條款：

(a) have and maintain an immigration status enabling you to work in Taiwan for the Company and to undertake the type of work for which you are employed by the Company;

持有使您能夠在台灣為本公司工作，並得從事您受僱於本公司之工作類型的之簽證狀態；

(b) immediately notify the Company if you cease to have the right to work in Taiwan undertaking the type of work for which you are employed by the Company;

倘您不再符合得於台灣為本公司工作，從事您受僱於本公司之工作類型的工作資格，應即通知本公司；

(c) immediately notify the Company if your immigration status changes or if there are any change(s) in your personal details or those of your role with the Company which do or may have an effect on your immigration status;

如果您的簽證狀態發生變化，或您個人資訊或您於本公司所擔任之職務有變更，而該等變更將會或有可能影響您簽證狀態，應即通知

本公司；

- (d) provide the Company with up-to-date contact details including your name, address, telephone number and mobile telephone number and immediately notify the Company of any changes to the same;

向本公司提供您最新聯繫方式，包括您的姓名，地址，電話號碼和手機號碼，倘您的聯繫方式有變更，請立即通知本公司。

- (e) provide to the Company on demand any documents or information relating to your immigration status that may be requested from the Company at any time.

本公司可能隨時要求您提供任何與您來台工作簽證有關之文件資料。

3. **DATE OF EMPLOYMENT (受僱日期)**

Your employment will commence on [02. 05. 2019] (the “Start Date”)

您的僱傭期間將自[2019年5月2日]開始（下稱「起始日」）

4. **PROBATIONARY PERIOD (試用期)**

The first 3 (three) months of your employment will be a probationary period.

受僱後之前三個月為試用期。

5. **SALARY (薪資)**

5.1 You will be paid a basic salary of [TWD 52,000] in arrears on probationary period.

您的試用期月薪為[新台幣 52,000]。

5.2 You will be paid a basic salary of [TWD 55,000] in arrears on a monthly basis.

您的月薪為[新台幣 55,000]。保障年薪為 13 個月。

5.3 Your monthly basic salary will be paid on the [5th] (or the previous working day if the [5th] falls on a weekend or bank holiday) of each calendar month, by direct credit transfer into your bank account.

您的薪資將於每月的[5日]支付（若[5日]當日為週末或銀行休假日，則改為前一工作日發放），薪資將直接轉帳匯入您指定的銀行帳戶中。

5.4 You authorise the Company to deduct from your remuneration any sums due from you to the Company including, without limitation, any overpayments, loans or advances made to you by the Company, overpayments in respect of annual leave taken in excess of your entitlement.

您授權本公司可自酬勞中扣除您應給付本公司之金額，包括且不限於本公司代墊之任何溢付款、貸款、或預付款、溢給特休假之工資。

6. EXPENSES

The Company shall reimburse all reasonable expenses wholly, properly and necessarily incurred by you in the course of your employment subject to the Company's policy on expenses as published from time to time.

本公司將根據其公佈之費用政策，適當支付您所有您因公支出的合理費用。

7. PLACE OF WORK (工作地點)

7.1 Your normal place of work is at Taipei.

您的工作地點位於台北

7.2 However, you may be required to work, either temporarily or permanently, at such other place of work in or out of Taiwan as the Company may reasonably require and on reasonable notice.

惟本公司得以合理通知要求您暫時或永久前往台灣境內或境內其他工作地點工作。

8. HOURS OF WORK (工作時間)

8.1 Your normal hours of work are between 09:00 am and 06:00 pm, Monday to Friday, with an unpaid lunch break of [1 hour] to be taken at a time convenient to the Company. The Company reserves the right to vary your working hours depending on its assessment of its business needs.

您正常工作時間為週一到週五，上午9點至下午6點，並[有一小時]的無薪午餐休息時間。本公司保留於評估業務需求後變更工作時間的權利。

8.2 You may be required to work such additional hours as may be reasonably necessary for the proper performance of your duties, subject to overtime

compensation policies as defined by law and the Company's work rules. This may, at times, include working outside your normal daily working hours and/or at weekends or national holidays.

為正確執行業務之合理必要，您可能須增加額外工時，並受法律與本公司工作規則之加班費規定規範。有些情況下，額外工時可能包含於日常正常工時以外及／或假日或國定假日工作。

8.3 You agree to comply with any recordkeeping and/or timekeeping policy or procedure issued by the Company.

您同意遵守本公司發布的紀錄保留及／或打卡政策或程序。

9. **TERMINATION OF EMPLOYMENT (終止僱傭關係)**

9.1 You may terminate your employment at any time by giving written notice to the Company. The required number of days in advance you must provide notice will increase with your time of employment with the Company. After the probationary period, you must give notice 10 days in advance. Upon one year with the Company, you must give notice 20 days in advance. After 3 years with the Company, you must give notice 30 days in advance.

您得以書面通知本公司，終止您與本公司之僱傭關係。預告通知日數，依您於本公司之服務年資而定。試用期屆滿後，繼續工作未滿一年者，應於十日前預告；繼續工作一年以上三年未滿者，應於二十日前預告之；繼續工作三年以上者，應於三十日前預告。

9.2 The Company may make a payment in lieu of your notice period equal to your basic salary (excluding any element in relation to any bonus, commission payments, benefits and holiday entitlement which you would have been entitled to receive during the period for which the Payment in Lieu is made)

本公司得給付您預告期間之工資，以代替預告通知。本項所述之預告工資並不包括您於預告期間可享之獎金，佣金，福利與您得享之有薪假。

9.3 During the probationary period, the Company may terminate your employment without prior notice. After satisfactory completion of the probationary period, the Company may terminate your employment by providing written notice. The

periods for such notice shall be those defined by the Taiwan Labor Standards Act in accordance with your seniority with the Company.

試用期內，本公司得不經預告通知終止僱傭關係。試用期通過後，本公司得預告通知您終止僱傭關係。通知期間依台灣勞動基準法之規定，依您於本公司之服務年資而定。

9.4 The Company is entitled to terminate your employment with immediate effect and without notice and no severance pay should be paid.

本公司得於符合台灣勞動基準法所規定之情況時，依法立即終止您的僱傭契約且無庸支付您任何資遣費：

- (a) misrepresents any fact at the time of signing of an employment Agreement in a manner which might mislead the Company and thus caused the Company to sustain damage therefrom; or
於訂立勞動契約時為虛偽意思表示，使雇主誤信而有受損害之虞者；或
- (b) Where a worker commits a violent act against or grossly insults the employer, his /her family member or agent of the employer, or a fellow worker;
對於雇主、雇主家屬、雇主代理人或其他共同工作之勞工，實施暴行 或有重大侮辱之行為者；或
- (c) have been sentenced to temporary imprisonment in a final and conclusive judgment, and is not granted a suspended sentence or permitted to commute the sentence to payment of a fine; or
受有期徒刑以上刑之宣告確定，而未諭知緩刑或未准易科罰金者；或
- (d) have committed any serious breach or repeated or continued a material breach of your terms of this Agreement or of work rules; or
違反勞動契約或工作規則，情節重大者；或
- (e) deliberately damages or abuses any machinery, tool, raw materials, product or other property of the Company or deliberately discloses any

technical or confidential information of the Company thereby causing damage to the Company; or

故意損耗機器、工具、原料、產品，或其他雇主所有物品，或故意洩漏雇主技術上、營業上之秘密，致雇主受有損害者；或

- (f) without good cause, absent from work for three consecutive days, or for a total six days in any month; or

無正當理由繼續曠工三日，或一個月內曠工達六日者；或

- (g) cease to hold the qualifications necessary for you to carry out your work with the Company (including a change to your immigration status so that you cannot lawfully work for the Company in Taiwan).

不再持有得於台灣在本公司工作所需之資格條件（包括您因簽證狀態之變更而無法在台灣合法工作等情形）

Any delay by the Company in exercising such a right of termination will not constitute a waiver of it.

本公司遲延行使本條權利，並不表示對其權利之放棄。

10. RETURN OF COMPANY PROPERTY（返還公司財物）

- 10.1 On demand and, in any event, on the termination of your employment (however caused), you will immediately deliver up all property belonging to the Company which may be in your possession or under your control and you must not retain copies of any Company property in any form.

僱傭關係終止（不論原因為何），經本公司要求且在任何狀況下您皆必須立即返還由您保管或控制的本公司財物，且亦不得以任何形式保留公司財物之複本。

- 10.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer hardware and software and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by you otherwise) relating to the business of the Company (and any copies of the same):

所有筆記、備忘錄、紀錄、客戶、供應商和員工名單、書信、文件、電腦軟硬體及其他光碟、錄音帶，數據列表、編碼、設計和圖紙、其他文件與資料等等（不論是否由您製作或創作），凡與本公司業務有關者（及所有與此有關之複本）

(a) shall be and remain the property of the Company; and

皆歸屬本公司財物；且

(b) shall be handed over by you to the Company on demand and in any event on the termination of your employment.

於僱傭關係終止時，在任何情況下應依本公司要求返還之。

11. CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY（機密資料與智慧財產）

By the nature of its business, the Company owns and deals with a vast amount of Confidential Information and matters relating to intellectual property rights (IPR). These assets are important to the Company and it is essential that you comply with the terms set out in **Schedule 2** of this Agreement.

基於本公司業務性質，本公司擁有並處理大量與智慧財產權有關之機密資料與事務。此為本公司重要資產，請務必遵守本合約**附錄 2**所述之條款。

12. RESTRICTIVE COVENANTS（限制性條款）

[SELECT ONE AND DELETE THE OTHER, OR HAVE EMPLOYEE INITIAL THE RELEVANT OPTION TO INDICATE UNDERSTANDING ~~AND CONSENT~~]

~~[擇一勾選，刪除不適用之項目，或請員工於相關選項中簽署姓名首字表示瞭解同意]~~

~~[] In order to protect the Confidential Information and business connections of the Company to which you have access as a result of your employment, you agree to be bound by the post-termination restrictions set out in **Schedule 3** of this Agreement.~~

~~[]為保護您於僱傭期間所得接觸之本公司機密資料及業務聯繫，您同意遵守本合約附錄3所述之離職後限制。~~

OR

[] Your employment with the Company is not subject to any restrictive covenant.

[] 您與本公司之僱傭關係不適用任何限制性條款。

By initialling next to the relevant provision above You indicate that You understand and agree to the corresponding restrictive covenant requirement
在上述相關條款旁標上姓名首字，即代表您了解並且同意相應之限制性條款要求。

13. DATA PROTECTION (資料保護)

13.1 You understand and agree that the Company will process your personal information in accordance with the relevant provisions of the Taiwan Personal Data Protection Act in the following circumstances :

您了解並同意本公司於下列情況，依據台灣個人資料保護法等相關規定處理您個人資料：

- (a) necessary for the performance of the employment or to take steps at your request prior to the entry into an employment Agreement; or
為履行僱傭關係或於僱傭契約簽署前回應您的要求所必須；或
- (b) necessary for compliance with a legal obligation; or
為遵守法定義務所必須；或
- (c) necessary for the purposes of Company's legitimate interests, subject to limitations based on your interests and fundamental rights.
為本公司之合法利益所必須，惟不得侵害您的利益與基本權利。

13.2 The Company will only process sensitive personal information where necessary in the context of employment law or laws relating to social security and social protection. Where a statutory exemption does not apply, the Company will obtain your consent as appropriate.

本公司僅在勞工相關法規或社會安全、社會福利等相關法規所必要之限度內處理敏感性個人資料。在法定豁免權不適用之情況下，本公司將妥善徵詢您的同意。

13.3 You agree that where during your employment with the Company you process personal data (whether relating to prospective, current or future employees of the Company at any time, customers of the company or any persons), you will comply at all times with Company's privacy policy or procedures issued by the Company at any time and with your personal obligation and the Company's obligations under applicable data protection legislation, especially Taiwan's Personal Information Protection Act.

您同意在受僱於本公司期間處理個人資料時（於任何時候與公司預期、目前或未來員工有關，或與公司客戶或任何人有關者），皆應隨時遵守本公司隱私權政策，或本公司隨時發布之辦法，並遵守相關資料保護法規，尤其是台灣個人資料保護法下之您個人與本公司之義務。

14. COMPLIANCE WITH COMPANY POLICIES（遵守公司政策）

You are required at all times to comply with the rules, policies and procedures of the Company in force from time to time which are available on the Company Intranet, relevant work rules or employee handbook.

您必須隨時遵守本公司不定期實施之規則、政策及辦法，並可自本公司內部網站、相關工作規則或員工手冊中查詢

15. AMENDMENTS（修訂）

The Company reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment in accordance with evolving business needs and applicable laws. Minor changes of detail (as in work rules or procedures) may be made at any time and will take effect via a general notice to employees (normally made by email or posting on the Company's intranet). You will normally be given not less than one month's written notice before significant changes are made.

本公司保留依照業務需求演進及相關法律，針對僱傭關係合意條款或條件為

合理變更之權利。本公司得隨時變更細節（針對工作規則或辦法），並以對員工通告（一般以電子郵件或於本公司內部網站張貼布告）後即發生效力。您通常會在重大變更發生前至少一個月即收到書面通知。

16. MISCELLANEOUS

16.1 This Agreement sets out the entire agreement between the parties and shall be in substitution for and shall supersede any prior agreement, arrangement or understanding (whether oral or written) relating to the subject matter of this Agreement or your employment by the Company. Any such prior agreement or understanding shall be deemed to be terminated by mutual consent with immediate effect.

本合約為雙方間之完整協議，應替代並取代任何先前與本協議內容主旨事項，或您與本公司間僱傭關係之（口頭或書面）協議、安排或理解。任何此類先前協議或理解應視為於雙方同意時立即喪失效力。

16.2 You acknowledge that you have not entered into this Agreement in reliance upon any statement, representation, assurance or warranty which is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

您承認您於簽訂本合約並未信賴本合約中所未提及之說明、聲明、保證或擔保。本條未限縮或排除詐欺責任。

17. GOVERNING LAW, JURISDICTION（準據法與管轄法院）

This Agreement shall be governed by and construed in accordance with Taiwan law and the parties submit to the exclusive jurisdiction of the Taiwan courts.

The Taiwan Taipei District Court shall have jurisdiction in the first instance over any disputes arising from this Agreement.

本合約應以台灣法律為準據法並依其條文詮釋，雙方同意台灣法院具專屬管轄權。

任何因本僱傭合約所生之爭議應以台灣台北地方法院為第一審管轄法院。

18. LANGUAGE (語言)

This Agreement is made in Chinese and English. In the event of a dispute as to the terms of this Agreement the [Chinese] version shall prevail.

本契約以中英文製作，倘生文意不一致時，除本契約另有規定者外，以[中文]為主。

19. DEFINITIONS (定義)

In this Agreement and Schedules, where the context admits, the following expressions shall have the following meanings:

本契約及其附表中，與上下文意相符時，下列用語應具有以下所規定之意義：

"Employment" means your employment under this Agreement;

「僱傭」意指依本合約之僱傭關係；

"Personal information" as defined in accordance with Article 2 of Personal Information Protection Act

「個人資料」指台灣個人資料保護法第 2 條之定義；

"Restricted Area" means [Taiwan, China, Hong Kong and Macau]

「限制區域」意指[台灣、中國大陸，香港與澳門]；

"Restricted Business" means any business of the Company with which you were involved or concerned to a material extent during the [12 months] immediately preceding the Termination Date;

「限制業務」意指您於離職日前最近 12 個月內，廣泛從事或深度涉入之本公司之任何業務；

"Restricted Employee" means anyone employed or engaged by the Company in research and development, manufacturing and operations or sales and who could, whether on their own or with others, materially damage the interests of the

Company if they were involved in any capacity in any business concern which competes with any Restricted Business and with whom you shall have dealt with to a material extent in the course of your employment in the [12 months] immediately preceding the Termination Date;

「**限制員工**」意指受僱或受任為本公司從事研究開發、製造及營運、或銷售，且不論以任何行為能力從事與限制業務競爭，及為離職日前最近 12 個月於僱傭範圍內深度涉入之商務活動時，將個別或併同其他因素嚴重損及本公司利益者：

"Senior Employee" means any person who was on the Termination Date a director or manager of the Company or otherwise engaged by the Company in a senior capacity;

「**資深員工**」意指任何在終止日期擔任公司主任或經理之人，或公司所聘請之資深主管：

"Termination Date" means the date of the termination of this Agreement, which follows any applicable period of notice.

「**終止日期**」意指本協議書終止之日期，此日期在相關通知期間之後始可生效。

[Remainder of Page Intentionally Left Blank — Signature Page Follows]

以下簽名頁

Signed for and on behalf of the Company:

Signed:

Name:

Date:

I agree to the terms and conditions of employment set out above:

Signed:

Name:

Date:

SCHEDULE 1

附錄 1

Job Description

工作說明

這個職位主要負責客戶系統對接上線以及即時反應客戶端的技術支援服務，以提供優質的客戶服務。

*技術支援服務的工作目標：

1. 處理客戶提出的技術問題，例如:系統異常處理與追蹤。
2. 維護和改善內部流程和工具，例如:追蹤、歸納整理客戶各類型問題，並回饋給相關人員。
3. 熟悉、掌握產品內容和基礎技術原理。
4. 負責技術支援文檔之更新維護。
5. 具備良好溝通能力，將與營運、系統、研發工程師密切的合作配合。

Objectives for support service: Tasks include handling day to day support and service requests from our business customers, track and follow up on bugs and issues with our third-party developers, maintain and improve the processes and tools required to get the job done, and being just a life-saver in general when it comes to anything technical.

*系統對接項目的工作目標：

1. 主要負責處理和遊戲運營商/客戶的系統對接項目。
2. 參與項目啟動會議與遊戲運營商的討論、系統準備、交付以及維護運營商的技術文檔。
3. 收集運營商的特定要求和訪問數據，並將其傳遞給產品負責人進行內部安排，然後跟進研發團隊確保後續開發能夠順利進行。
4. 創建和維護客戶對接 Confluence 頁面。頁面包含項目狀態，客戶聯繫方式和對接項目總結。

Objectives for the integration service:

Be main responsible handle the whole life cycle of integration projects towards operators/customers.

Kick off meeting and all initial discussion with Operators, Preparing, delivering and maintaining starting pack for Operators (technical documentation, contact details, etc)

Gathering specific requirements and access data from Operators & passing it to PO for prioritization and later following up with through to Developers team Making sure no blockers are active.

Creation and maintaining of a Confluence page with status and contact details for Operators Preparing a summary of integrations

SCHEDULE 2

附錄 2

AGREEMENT REGARDING INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

智慧財產與機密資料契約

1. CONFIDENTIAL INFORMATION 機密資料

- 1.1 The definitions and rules of interpretation in this Schedule apply in this Agreement.

本附錄中之定義與詮釋規則可適用於本契約

- 1.2 **"Confidential Information"** means trade secrets or information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any storage medium and wherever located) of a confidential nature which is important to and belongs or relates to and is confidential to the Company or the Company's customers) which you may have received or obtained as a result of or in any way in connection with your employment and includes but is not limited to information relating to the business of the Company or any of its shareholders or management including business plans, research and development projects, business opportunities; its products; customers, potential customers, of the Company including customer lists, price lists, pricing structures and discount structures; together with any information you are told is confidential or is provided to you, by the Company in confidence, whether or not such information (if in anything other than oral form) is marked confidential, any information which you might reasonably expect the Company would regard as confidential and any information given to the Company in

confidence by customers, agents or any third parties in respect of which the Company is bound by an obligation of confidentiality.

「機密資料」意指任何形式之商業祕密或資料（包括且不限於書面、口頭、視覺、或電子形式之資料或任何貯存媒體及位置上之資料），凡具有機密性質，極為重要，屬於公司，或與公司（或其客戶）有關且應保密者皆包括在內，只要是您由於受僱或與受僱有關而收到或取得者即可包括在內，包括且不限於與公司業務有關或與其股東或管理階層有關之資料，包括業務計畫、研發專案、業務機會、產品、客戶或潛在客戶；包括客戶名單、客戶人員語言檢測成績、價格表、價格結構、及折扣結構；任何有關客戶人員之個人資料與客戶人員語言能力評鑑之資訊；另加上任何您被告知屬於機密之資料或公司信任您而提供之資料，不論此資料（如果是以口頭方式以外之方式提供時）是否有標明為機密，任何資料只要是在您合理推測之下您認為公司可能視為機密之資料，以及客戶、代理人或第三方因信任之故而提供給公司之資料，而且公司必須負起保密責任者皆屬機密資料。

- 1.3 You will take all reasonable steps to protect the Confidential Information from unauthorised disclosure, use, duplication, or misappropriation by others. And you will not divulge, disclose or make available, the Confidential Information to any other person except for the purposes of performing the employment. And you understand and agree that the Confidential Information shall not be used for any purpose other than employment purpose.

您將採取一切合理措施保護機密資料免遭他人未經授權的洩露，使用，複製或盜用。除為了執行工作外，您同意不會將機密資料向任何第三方透露，披露或提供之。且您了解並同意不將機密資料用於工作目的以外之用。

- 1.4 Nothing in this Agreement shall prohibit you from disclosing Confidential Information if required to do so by law or by order of a court of law provided that you give the Company prompt notice of such disclosure in advance, cooperate with the Company in the event that it elects to contest such disclosure or seek a protective order, and/or only disclose the exact Confidential Information, or portion thereof, specifically requested by the required disclosure.

若依法有此必要時或法院下令時，本協議書中絕無任何一條規定禁止您披露機密資料，前提為您必須事先立即向公司提出有關此披露之通知，假若公司對此披露提出質疑或欲申請秘密保持命令時，您必須與公司合作，及/或只披露確切的機密資料或被明確要求披露的部分。

2. **INTELLECTUAL PROPERTY (智慧財產)**

- 2.1 “**Background IP**” means all Intellectual Property (A) owned or licensed by you before starting the Employment; or (B) independent of the employment.

「**背景智慧財產權**」意指於 (A) 僱傭關係開始前您已擁有的智慧財產權；或 (B) 獨立於僱傭關係以外之智慧財產權。

- 2.2 “**Employment IPRs**” means intellectual property rights (IPRs) created wholly or partially by you, either alone or jointly with others, at any time (i) during the course of your employment with the Company, (ii) under specific duties assigned to you (whether or not during working hours or using Company premises or resources).

「**職務上智慧財產權**」意指全部或部分由您創建之智慧財產權，不論您是單獨創建或與其他人共同創建者，不論任何時間，但須合乎以下規定：(i)在您為本公司執行您工作職務之過程中 或(ii)在根據分配給您之特

殊職責之情況之下。（是否在工作時間創建或使用公司場所或資源所生）

- 2.3 The Company acknowledges that you own and shall retain all rights to any Background IP.

本公司承認您持有並保有任何對背景智慧財產權之相關所有權利。

- 2.4 You acknowledge and agree that all materials embodying Employment IPRs shall automatically belong to and be the absolute property of the Company to the fullest extent permitted by law, and the company shall have the right to transfer such IPRs to any third party. You agree to waive all moral rights and will not bring any claims relating to any copyright which forms part of Employment IPRs. You also agree, in exchange for reimbursement of reasonable expenses, to assist the Company however necessary to register in its name and defend rights in Employment IPRs.

您承認並且同意，職務上智慧財產權應按照法律所許可之最大限度自動屬於本公司所有且屬於本公司專有之財產且本公司有權將其移轉給任何第三者。您同意放棄所有著作人格權，並且不會對與職務上智慧財產權相關之任何著作權提出任何主張。您並同意，於收取合理之相關費用後，於必要限度內協助本公司註冊該等職務上智慧財產權或協助本公司維護該等職務上智慧財產權。

- 2.5 You agree to abide at all times with the Company's Intellectual Property and Confidential Information Policy, which is available any time from HR or on the Company Intranet.

您同意隨時遵守本公司不時修正之智慧財產與機密資料政策，您可隨時可從人力資源部取得或在公司內聯網上取得。

Signed for and on behalf of the Company:

Signed:

Name:

Date:

**I agree to the agreement regarding intellectual property and confidential
information set out above:**

Signed:

Name:

Date: