

本人 \_\_\_\_\_ 因受雇於 LITE-ON SINGAPORE PTE LTD, 為保障雙方之權益, 本人同意除遵守"員工聘僱契約"之規定外, 並同意遵守本服務契約書(以下簡稱本契約書)下列事項:

To protect the parties' mutual rights and benefits, in connection with the related "Employment Agreement," I ("Party B"), \_\_\_\_\_, agree to abide by the following covenants of this Service Agreement ("Agreement")-

一、 定義 除各條款另有聲明或依其文義性質應為各別之解釋外, 於本契約書應為如下之定義:

Definitions- Except as otherwise expressly provided to the contrary, terms used in this Agreement shall have the following meanings-

1.1 LITE-ON SINGAPORE 及其現在與未來在中華民國國內外所設立之母、子公司、分公司、辦事處、工廠、關係企業及其他類似營業組織。

LITE-ON SINGAPORE and its subsidiaries, affiliates, branch offices, liaison offices, plants, and other similar entities in the Singapore (Taiwan) and other countries.

1.2 "關係企業"指一獨立存在之企業或法人經濟組織與他企業或法人經濟組織相互間具有控制與從屬關係或相互投資關係; 或與他企業或法人經濟組織同受另一企業或法人經濟組織控制; 或其業務經營、財務、技術、市場或人事為他企業或法人經濟組織直接或間接所控制或管理, 或直接或間接控制或管理他企業或法人經濟組織之業務經營、財務、技術、市場或人事等關係。該企業或法人經濟組織即為他企業或法人經濟組織之關係企業, 反之亦同。本契約書所稱關係企業包含子公司。

"Affiliate" means an independent business enterprise or incorporated economic entity which has controlling, parent, subsidiary, or cross-shareholding relations with another incorporated economic organization. It includes an entity which is under the same ownership or control as another enterprise or economic entity; an entity whose operations relating to business, finance, technology, marketing or personnel are under the same ownership or management, directly or indirectly, as another enterprise or incorporated economic entity. The enterprise or incorporated economic entity which is owned, managed or controlled by the other shall be deemed an affiliate and vice-versa. The term affiliate, as used in this Agreement, includes Subsidiaries.

1.3 "營業秘密"係指具有實質或潛在之財產利益或經濟價值的口頭、書面或其他有形或無形的機密資料或資訊, 且其所有人或權利人意欲繼續保持其秘密性和經濟上之利益或經標示「機密」、「限閱」或其他同義字之一切商業上、技術上或生產上之秘密資訊; 其範圍, 包括但不限於: 發現、構想、概念、各發展階段之電腦軟體及所有相關檔(含原始及目的碼、程式、系統文件、輸出及輸入格式、檔案結構、程式說明表)、半導體晶片、產品規格、流程圖、製程、流程、原型、工藝、程式、設計、配方、提案、替作原件、操作手冊、生產布局, 特殊製造或生產方法、機器裝置、模具、專門技術、行銷技巧與資料、採購資料與計畫、產品開發計畫、客戶名單及資料、報價資料、訂單訊息、品質資料、退貨訊息、檢測資料、技術資料(訊)、成本資料、定價政策、建廠資料、產能資料、通訊網路資料、環保資料、投資資料(訊)、合作或聯盟資料(訊)、人力布局、人事薪資資料、財務資料、訴訟資料(訊) (含計劃中)、銷售資料(訊)、經營與管理資料(訊)及其它依約或法令對第三人負有保密責任所涵蓋之機密資料(訊)等。

"Business Secret" means information concerning business, technology or manufacturing, which has been marked as "Confidential", "Restricted Circulation", or the equivalent and which has actual or potential financial benefit or economic value. It may exist in oral, written, or other form, provided its owner or licensor intends to retain its confidentiality and economic benefits. It includes, but is not limited to, inventions, conceptions, notions and all developmental phases of computer software and related files and applications (including original beta and final source codes, formula, system document, import and export format, filing structure, formula annotation), semi-conductor chips, product specification, flow chart, production flow, system flow, original model or archetype, production technology, programming, design, relevant components, proposal, writing draft, operation manual, production design, special production or manufacturing method, machine installation, machine modes, special technology, marketing technology and data, purchase material and plan, product development plan, customer list and data, pricing data, order information, return information, test data, technology data and information, cost data, pricing policy, plant building data, production-facility quantity data, communications network

data, environment protection data, investment data and information, venture or alliance data or information, human resource allocation and salary data, financial data, litigation data and information (including in planning), sales data and information, operation and management data and information, and other secret data or information which is covered under contractual or legal obligation to fulfill confidentiality obligation to the third party.

- 1.4 "智慧財產權"係指包括專利權、商標專用權、著作權、各種形態之電腦程式、專門技術、工業設計、營業秘密、積體電路電路布局及其他智慧財產權，含世界各國或地區所取得之前述權利及其所涵蓋之權能與衍生權利，包括但不限於：申請權、姓名表示權、實施權及排除侵害與損害賠償請求權。

"Intellectual Property Right" means rights regarding patent, logo, trademark, copyright, all forms of computer programs, special technologies, industry design, business secret, semi-conductor design and all other intellectual property rights, including all above-mentioned rights and their derivative rights in any nation or region, including but not limited to, application rights, name listing right, execution or implementation rights, and infringement prevention and loss indemnity rights.

## 二、本契約書宗旨- 2. Purpose of This Agreement

- 2.1 本人充分瞭解及認同：LITE-ON SINGAPORE 現在及將來均於其所有技術、研發、智慧財產、製造、市場、銷售、服務、產品、業務經營與管理、企業發展投注並累積鉅額之人力、時間、資源及金錢，並已獲取或即將獲取有形或無形經濟權益及商譽。本人瞭解其得以參與並接觸 LITE-ON SINGAPORE 各項業務及資產，係基於 LITE-ON SINGAPORE 之信賴本人之簽立並確實履行本契約書；如有違反或未履行本契約書任何規定，將對 LITE-ON SINGAPORE 造成不利影響或損失，甚而構成不公平競爭行為，而妨害或影響產業公平秩序。

Party B, understand and agree that LITE-ON SINGAPORE invests large sums of capital, human resource, time and materials in its policies and practices regarding current and future technology, product development, intellectual property, production, marketing, sales, service, product, business operations and management, business development, and to preserve its tangible and intangible economic benefits, rights, and goodwill, and I agree to obey and follow all such policies. I understand that I can participate in and access various LITE-ON SINGAPORE businesses and assets, because LITE-ON SINGAPORE puts its trust in my signing and fulfillment of this Agreement; if I violate or do not fulfill any covenant of this Agreement, it will cause negative impact, damage or loss to LITE-ON SINGAPORE, which may even constitute unfair competition and, consequently, may cause injury or affect fair business trade.

- 2.2 本人充分瞭解：本人所獲取之各項薪酬係基於本人簽署並履行與 LITE-ON SINGAPORE 間之"員工聘僱契約"及本契約書。

I, Party B, fully understand that all of my compensation and benefits are based on the fact that I sign and render the Employment Agreement and this Agreement, which I entered into with LITE-ON SINGAPORE.

## 三、告知義務- 3. Notice Obligation

- 3.1. 本人應於簽立本契約書時，告知 LITE-ON SINGAPORE 下列事項：

At the time of signing this Agreement, I, Party B, agree to give notice to LITE-ON SINGAPORE regarding any and all of the following issues-

- 3.1.1. 對前雇主或他人依法令或契約是否負保密義務、競業禁止義務或其他應遵守之義務及其義務內容（詳列如新進員工特別注意事項）。

The terms and existence of any obligation to maintain confidentiality, for non-competition with a business, or any other legal obligation, based on contract or otherwise, to any former employer(s) or other parties (Detailed itemization as Special Issues for New Employee).

- 3.1.2. 於不違反對他人保密義務範圍內，詳陳在立書前所創作而權利歸屬於本人或前雇主或他人所有之各項智慧財產權，包括但不限於該權利已取得證書或正在申請程序中（詳列如新進員工特別注意事項）。

The terms and existence of any intellectual property right that belongs to Party B, Party B's former employer(s) or other parties, provided such disclosure does not violate the scope of any confidentiality obligation to other parties, including, but not limited to, any patents or rights which have been awarded and any license or licensing application (Detailed itemization as Special Issues for New Employee).

3.1.3.如對他人負有於一定期間，一定工作領域不得為特定行為者，亦應事先告知 LITE-ON SINGAPORE.  
The terms and existence of any restriction based on a legal obligation toward any other party, limiting Party B's ability to perform or engage in any specific job, industry, or/and specific time period.

3.2.本人依前項如有任何隱匿事實或虛偽不實之表示，本人負擔一切法律責任。

I, Party B, will be responsible for any legal consequence, if I do not disclose any relevant facts or if I provide false or incorrect information in any above-mentioned items.

3.3.本人如發現 LITE-ON SINGAPORE 擬使用或應已使用新進員工特別注意事項所列本人所擁有之智慧財產權，本人應立即以書面通知 LITE-ON SINGAPORE。本人不得就其在 LITE-ON SINGAPORE 服務前所創作之智慧財產權對 LITE-ON SINGAPORE 主張任何權利，本人並同意 LITE-ON SINGAPORE 得無償使用屬於本人之該智慧財產權。

If I, Party B, discover at any time that LITE-ON SINGAPORE uses, has used, or intends to use any intellectual property rights owned by me, I shall immediately inform LITE-ON SINGAPORE in writing. I, Party B, shall not make any claim for ownership of any intellectual property right, which is conceived and/or developed while I am working at LITE-ON SINGAPORE, and I agree to grant LITE-ON SINGAPORE a permanent, worldwide, royalty-free license to use or make use of these intellectual property rights for any purpose.

#### 四、智慧財產權權益歸屬與擔保- 4. Ownership of Intellectual Property Right and Warranty-

4.1.本人同意於受雇期間所產生之發現、構想或創作之發明、新型、新式樣、改良、著作(包括各種形態之電腦程式、專門技術)或營業秘密或其他智慧財產權等，應依下列規定：

I, Party B, agree that all inventions, new models, new style or designs, improvements, publications or writing (including all forms of computer programs and special technologies), business secrets or any other intellectual property rights, which are developed, conceived or created while I am working at LITE-ON SINGAPORE shall be subject to the following rules-

4.1.1.本人於職務上及職務有關之業務上所創作或完成之所有智慧財產權，專屬於 LITE-ON SINGAPORE 所有或由 LITE-ON SINGAPORE 指定之特定人享有。如屬著作權之創作，以 LITE-ON SINGAPORE 或由 LITE-ON SINGAPORE 指定之特定人為著作人，但由 LITE-ON SINGAPORE 指定之特定人為著作人時，本人視為受聘為該特定人創作或完成著作。

Any invention or intellectual property right, which is developed by me while I am working at LITE-ON SINGAPORE for my job or job-related service, shall be owned or belong to LITE-ON SINGAPORE exclusively and any party which is designated by LITE-ON SINGAPORE. If the creation is a publication, LITE-ON SINGAPORE or its designated party shall be deemed the author. However, if a designated party appointed by LITE-ON SINGAPORE is deemed the author, I will be considered to have been employed by that designated party during the creating or completion of that publication.

4.1.2.本人於非職務上及非職務有關之業務上所創作或完成之智慧財產權，屬於本人所有；但如該智慧財產權係本人利用 LITE-ON SINGAPORE 之設備、機器、儀器、材料、時間或智慧財產權或其他有形或無形之資源或經驗者，LITE-ON SINGAPORE 得依內部獎勵給予報酬後由 LITE-ON SINGAPORE 專屬實施、使用及(或)由 LITE-ON SINGAPORE 指定之特定人使用之。本人完成前述非職務上智慧財產權之創作時，應即以書面通知 LITE-ON SINGAPORE，並應告知創作之過程及有關證明資料。如本人欲轉讓該智慧財產權所有權或有關權利時，應先通知 LITE-ON SINGAPORE，LITE-ON SINGAPORE 有以同一價格優先承購權。

Any invention or completed intellectual property right, which is developed solely by me while I am working at LITE-ON SINGAPORE and which is not related to my job or job-relevant service, shall be owned or belong to me, Party B. However, if that intellectual property right is developed by using LITE-ON SINGAPORE facility, machinery, equipment, materials, time, intellectual property right, and/or any other intangible or tangible resource or experience, LITE-ON SINGAPORE shall exclusively own it, implement it, utilize it or allow any designated party to use it, after LITE-ON SINGAPORE compensates me, Party B, in accordance with its internal rewarding program, for that intellectual property. Upon creation of any non-job-related invention or intellectual property right, I shall promptly inform LITE-ON SINGAPORE, in writing, of its development and provide all requested information for verification. If I intend to transfer any intellectual property right or

ownership benefit, I shall inform LITE-ON SINGAPORE in advance, and LITE-ON SINGAPORE shall have the first right to purchase that intellectual property at the same or better price than that offered by any other party.

- 4.2. 本人於職務上及職務有關之業務上所產生之構想、概念、發現、創作、專門技術、營業秘密或其他智慧財產權等，無論有無取得專利權、商標專用權、著作權等智慧財產權，其相關權利及利益均歸 LITE-ON SINGAPORE 所有。

I, Party B, agree that all of rights, ownership and benefits of any idea, concept, discovery, invention special technology, business secret, or other intellectual property right which is developed on the job or in job-related service, regardless whether it has been awarded and/or obtained patent rights, trademark right, publication, shall belong to LITE-ON SINGAPORE.

- 4.3. 依第四條之規定如屬 LITE-ON SINGAPORE 之權利，於本人完成創作、著作、專門技術、營業秘密或其他智慧財產權時，本人應採取各種必要之措施並協助 LITE-ON SINGAPORE 或其指定之特定人，於各國及地區取得各項權利之申請、登記、註冊、答辯、舉證、保護及訴訟有關之說明、會晤、作證等事宜，包括但不限於，簽署(蓋章)申請書、宣誓書、讓與書、具結書和其他法律文件；若本人未簽署(蓋章)前述法律文件者，本人同意以本契約書授權 LITE-ON SINGAPORE 或其指定之人以本人名義簽署(蓋章)各該必要之法律文件。本約定於本人離職後仍然有效。

With regard to any ownership right or benefit that belongs to LITE-ON SINGAPORE in accordance with this section 4, I, Party B, shall take all efforts and assist LITE-ON SINGAPORE or its designated party to apply, declare, register, reply, depose, verify, protect such intellectual property rights and benefits in all nations and regions, and, in the event of litigation, shall clarify, discuss, or testify as requested. This includes, but not limited to, signing and seal-chopping any application form, affidavit, assignment statement, guaranty statement or other legal document. If I do not sign (seal) such legal documents, in accordance with this Agreement, I hereby authorize LITE-ON SINGAPORE or its designated party to sign (seal) all necessary legal documents. This consent shall remain effective during and after my employment with LITE-ON SINGAPORE.

- 4.4. 本人將自離職日起二年內以書面隨時將本人之創作而與 LITE-ON SINGAPORE 營業有關之智慧財產權提交 LITE-ON SINGAPORE 確認該智慧財產權之歸屬。在此之前，本人不會以自己或他人之名義就各該智慧財產權提出有關之申請、登記或註冊，本人亦不得作出有損害各該智慧財產權之取得、申請、登記或註冊之行為，如本人不能證明各該申請、登記或註冊係在離職後創作者，則視為係在 LITE-ON SINGAPORE 任職期間職務上之創作。

Within two years after I leave LITE-ON SINGAPORE, I shall give written notice to LITE-ON SINGAPORE regarding any and all of my inventions which are related to intellectual property rights of LITE-ON SINGAPORE business, in order to confirm or/and clarify the ownership of the said intellectual property rights. Regarding such inventions or intellectual property, I shall not apply for, claim, or register in my name or any other party's name, for said intellectual property rights. I shall not take any action that may damage or delay the application, claim, or registry of said intellectual property rights. If I cannot prove the said application, claim or registry is for the invention after my employment at LITE-ON SINGAPORE is terminated, the said invention shall be deemed an invention which was developed when I was employed by LITE-ON SINGAPORE.

- 4.5. 本人依職務性質應隨時以書面完整、正確及流暢記錄所創作之智慧財產權之內容，包括但不限於依 LITE-ON SINGAPORE 人事規章(如工程筆記簿管理辦法)規定詳實記載，迅速且充分的以書面向 LITE-ON SINGAPORE 揭露，並依 LITE-ON SINGAPORE 之評估裁量及要求，本人應隨時向 LITE-ON SINGAPORE 補充說明其創作之智慧財產權。

In accordance with the nature of my job, I, Party B, shall provide to LITE-ON SINGAPORE, in writing, complete, accurate and detailed records of all intellectual property rights related to me. This includes, but is not limited to, complying with written reporting requirements, such as the portion of LITE-ON SINGAPORE personnel manual regarding Management Rule of Engineer Activity Record, which specifies detailed, accurate and detailed records and disclosure of inventions to LITE-ON SINGAPORE. Upon assessment, decision and request of LITE-ON SINGAPORE, I shall also provide immediately any supplemental data and explanation regarding said invention.

- 4.6. 本人同意並保證職務上之創作係獨立創作，且無未經合法授權而使用前任雇主或他人之商業機密、營業秘密或其他屬於他人之智慧財產權。如因而侵犯他人之專利、著作權或相關之智慧財產權，致發生爭議時，不論其發生係在本人在職期間或離職期間，本人均應盡一切努力解決前述之侵權爭議及損失。若有第三人

因此對 LITE-ON SINGAPORE 請求損害賠償或 LITE-ON SINGAPORE 因第三人之主張而有任何損失(包括且不限於律師費用、訴訟費用、無侵權保證鑑定費用、仲裁費用、和解金等)時, LITE-ON SINGAPORE 得直接與第三人協商、和解、訴訟或以他法解決爭議, 本人同意負擔 LITE-ON SINGAPORE 所要求因此而生之費用, LITE-ON SINGAPORE 亦得自前述費用發生時自本人每月於 LITE-ON SINGAPORE 之薪資總額扣抵, LITE-ON SINGAPORE 並得逕行終止聘僱合約。

I, Party B, agree and warrant that all intellectual related products developed on the job-related service are the sole production of me and have not violate any third party's Intellectual Property Rights; said violation includes misappropriation of former employer or others' trade secret, confidential information or IP Rights. In case when there is a claim arise alleging aforementioned products have infringed third party's patent right, copyright or related IP rights, I agree to use my best effort to have such claim resolved as well as compensated even my employment with LITE-ON SINGAPORE is terminated. I hereby agree that in case there is any claim aforementioned products have infringed third party's patent right, copyright or related IP rights, LITE-ON SINGAPORE shall has the discretion to directly negotiate, settle, litigate or use other feasible means to have such claim resolved. I further agree to indemnify LITE-ON SINGAPORE for all the costs as a result of any damages (including but not limited to attorney fees, litigation costs, Patent Examination Fees, arbitration costs and cost of settlement) caused by aforementioned claim. Furthermore, LITE-ON SINGAPORE shall have the discretion to have aforesaid costs deducted from my monthly salary as well as to terminate my employment.

4.7. 前述侵權爭議發生時, LITE-ON SINGAPORE 得要求本人包括但不限於下列事項:

- (1) 自費取得合法之授權;
- (2) 提供所有必要之資料;
- (3) 出庭作證;
- (4) 以本人費用修改並另行設計以防止侵權

For those claims stated in Article 4.6, LITE-ON SINGAPORE has the discretion to demand the following (including but not limited to) actions to be taken by me:

To acquire the licensing from an authorized party with my own expenses;

To provide all necessary documents;

To testify in the court of law;

To have the disputed IP target modified and re-design with my own expenses to prevent infringement.

## 五、 保密義務- 5. Obligation to Keep Confidential

### 5.1 他人之營業秘密

非經本人前雇主之書面授權, 本人在 LITE-ON SINGAPORE 之職務行為, 絕不引用或使用任何專屬於本人前雇主所擁有之營業秘密。本人並保證不直接或間接以抄襲、竊用或侵害他人之智慧財產權或營業秘密之方式或手段從事或執行 LITE-ON SINGAPORE 任何業務或工作, 並保證不洩露任何第三人未合法授權之營業秘密予 LITE-ON SINGAPORE 或引介予 LITE-ON SINGAPORE 之員工或客戶使用於職務上。本人因職務所需而接觸他人營業秘密時, 亦禁止為抄襲、竊取或任何侵權行為。

Business Secret of Other Party-

Without written authorization of my prior employer(s), I, Party B, shall never mention or use any business secrets which belong to my prior employer for my job performance at LITE-ON SINGAPORE. I also guarantee that I shall not copy, plagiarize, or infringe, directly or indirectly, in violation of any intellectual property right or business secret, for the engagement or performance of my business or work at LITE-ON SINGAPORE. I also shall not reveal any business secret of any third party, without proper authorization, to LITE-ON SINGAPORE or its employees or customers for their business applications. I also shall not access any other party's business secrets for my business need, because such an access may be considered illegal.

### 5.2 LITE-ON SINGAPORE 之營業秘密

本人同意於本人在職期間及離職後均不得以任何方式洩露或交付 LITE-ON SINGAPORE(含關係企業)或他人之營業秘密予任何第三人。本人應以善良管理人的注意程度, 採取所有合理、有效與必要措施維護於在職期間所創作、開發、收集或因職務關係而取得、知悉或持有之 LITE-ON SINGAPORE(含關係企業)或他人營業秘密, 以保持其機密性, 除職務上之正常使用外, 非經 LITE-ON SINGAPORE 事前書面同意, 不得洩漏、告知、交付或移轉予非必要之其他員工、第三人或對外發表、或為自己或第三人之利益而使用該營業秘密。本保密約定於本人離職後或在職期間因業務關係有特別約定保密期間之範圍內, 仍然有效。

Business Secrets of LITE-ON SINGAPORE

I agree that, during and after my employment with LITE-ON SINGAPORE, I shall not reveal or transfer any business secret of LITE-ON SINGAPORE (including affiliates) or other party, in any method, to the

third party. I shall take proper, reasonable, efficient, and necessary measures, in the manner of a good manager, to keep LITE-ON SINGAPORE (including its affiliate's) business secrets, which are created, developed, collected or obtained, learned, or held by me, because of work performance, in order to preserve their confidentiality. Other than normal applications required in the course of my work performance, without proper authorization from LITE-ON SINGAPORE in advance, I shall not reveal, leak or transfer any business secrets to any coworker, third party, or the public for the benefit of myself or for any other party. This confidentiality agreement shall remain effective during and after my employment with LITE-ON SINGAPORE.

5.3 本人如違反第 5.1 至 5.3 條之規定,本人除應依有關法律負民事、刑事與行政責任外,LITE-ON SINGAPORE 得逕行終止聘僱契約,如致 LITE-ON SINGAPORE 損害,LITE-ON SINGAPORE 得依法請求賠償。

Not only shall I be liable for any consequence of civil law, criminal law, and administration code if I, Party B, violate any terms of paragraphs 5.1 to 5.3 of this Agreement, but LITE-ON SINGAPORE shall have the right to terminate my employment contract immediately at its will. If LITE-ON SINGAPORE incurs any loss due to my act, LITE-ON SINGAPORE shall have the right to recover damage compensation in accordance with law.

5.4 本人瞭解並承諾嚴格遵守 LITE-ON SINGAPORE 設置專責對外發言及訊息揭露制度,於 LITE-ON SINGAPORE 專設發言人未依法公布或揭露 LITE-ON SINGAPORE 任何營運訊息前,不得擅自向任何第三人、媒體或主管機關告知(明示或暗示)、揭露或提供有關資料(訊),否則,如因而影響證券交易秩序而違反證券交易法令規定者,本人應承擔有關之民刑事責任及 LITE-ON SINGAPORE 與臺灣證券交易所間簽訂之賠償及違約責任。

I, Party B, understand and agree to abide by the company's system of public announcements, including who shall be responsible for the public announcement or information disclosure. Before an official public announcement or disclosure of LITE-ON SINGAPORE business information is made, per corporate governance, I shall not disclose, reveal or share any information or data to any third party, media, or regulatory government agency. In the event I violate such provision and its revelation or disclosure is found to affect securities transactions or violate regulations of the securities law, I, Party B, shall be responsible for all civil and criminal penalties and for any damages and consequences for such violation.

## 六、 競業禁止 6. Non-competitive Prohibition

本人於在職期間及離職日起一年內,非經 LITE-ON SINGAPORE 事前書面同意,不得主動或被動、直接或間接為下列行為:

Without LITE-ON SINGAPORE prior written consent, during my employment at LITE-ON SINGAPORE and for one year thereafter, I, Party B, shall not actively or passively, engage in the following behavior, directly or indirectly-

6.1. 以自己或他人名義投資於與 LITE-ON SINGAPORE 業務(含已可得而知計畫中之業務及 LITE-ON SINGAPORE 特別指定之業務)相同或類似之事業,但經由公開市場證券交易機構進行投資行為者,不在此限。

Invest in any company or business, in my own name or in another party's name, which has identical or similar business with LITE-ON SINGAPORE business (including known, planned business and LITE-ON SINGAPORE specially assigned business) except that investment through public market or securities exchange shall not be prohibited.

6.2. 從事與 LITE-ON SINGAPORE 業務(含已可得而知計畫中之業務及 LITE-ON SINGAPORE 特別指定之業務)相關或與其業務有關之事務相競爭的行為,其結果有提升、協助、改善 LITE-ON SINGAPORE 競爭者或與 LITE-ON SINGAPORE 業務往來廠商之競爭力,不論該行為係有償或無償,包括但不限於兼任或擔任與 LITE-ON SINGAPORE 業務相同或類似之公司或商號之受雇人、受任人、承擔人、承攬人、總裁、執行長、董事、監察人、經理人、特別助理、顧問或其他職務。

Engage in any behavior or service for any party, whose business is related to or in competition with LITE-ON SINGAPORE business (including known, planned business and LITE-ON SINGAPORE specially assigned business), if the result can increase, assist, or improve the competitive ability of such company, regardless whether the said behavior is with or without consideration. This includes, but is not limited to, acting as a part-time or fulltime employee, designated party, beneficiary, assumed party, president, chief operating officer, board member, auditor, manager, special assistant, advisor or other similar position of the company or businesses.

6.3 為自己或他人利益，唆使或利誘 LITE-ON SINGAPORE 或其關係企業員工離職、違背或廢弛職務，或對於 LITE-ON SINGAPORE 或其關係企業員工職務行為或違背職務之行為為行求、期約或交付賄賂或其他不正當利益。

Engage in behavior intended to or with the effect of persuading or enticing employees of LITE-ON SINGAPORE or its affiliate to resign from the company, to violate or disobey any job requirement, for own or for other party's benefit, or to request, to exchange or to pass bribery or other illegal financial interest for illegal or unethical behavior or misbehavior of LITE-ON SINGAPORE or its affiliates' employees.

6.4 使用本人任職期間所持有或知悉之 LITE-ON SINGAPORE 智慧財產權，包括但不限於本人自己之發明或著作而依本契約書屬於 LITE-ON SINGAPORE 所有之各種智慧財產權。

Use any intellectual property rights, which I learned of during my employment, including but not limited to, inventions or publications which are solely the intellectual property rights of LITE-ON SINGAPORE, per this Service Contract.

本人如違反第 6.1 至 6.4 條之規定，LITE-ON SINGAPORE 將根據新加坡相關法規和其人事規章規定追究本人之責任，並得逕行終止雙方之"員工聘僱契約"，要求本人將所收受之利益及其按年利率計算 8 %之利息交付 LITE-ON SINGAPORE。前述違約及補償不影響 LITE-ON SINGAPORE 依法得請求之損害賠償暨其得依法定程序向法院申請裁判以限制或避免損害之擴大。

If I, Party B, violate any terms of paragraphs 6.1 to 6.4 of this Agreement, LITE-ON SINGAPORE shall have the right to pursue legal proceedings against me for all my misconduct, according to the laws of Singapore and requirements of LITE-ON SINGAPORE. At the same time, LITE-ON SINGAPORE shall have the right to terminate my employment contract immediately at its will and request for the forfeiture of my received benefits, with accrued interest at 8%, to be paid to LITE-ON SINGAPORE. Any such violation and indemnity request shall not prohibit LITE-ON SINGAPORE from seeking other legal remedies in accordance with the law.

#### 七、 文件所有權- 7. Document Right-

所有記載或含有 LITE-ON SINGAPORE 智慧財產權、營業秘密之檔案、資料、圖表或其他媒體之所有權皆歸 LITE-ON SINGAPORE 所有。於本人離職或應 LITE-ON SINGAPORE 請求時，應立即全部交還 LITE-ON SINGAPORE 或 LITE-ON SINGAPORE 指定之人，並不得保留任何副本或影本。

All files, data, graphics, charts or other media, which record or contain any intellectual property rights or business secrets of LITE-ON SINGAPORE, shall solely belong to LITE-ON SINGAPORE. When my employment with LITE-ON SINGAPORE comes to an end or when LITE-ON SINGAPORE makes a request, I shall return all data or files to LITE-ON SINGAPORE or its designated party immediately, without keeping any duplicate copy of such documents or files.

#### 八、 其他應遵守之義務- 8. Other Obligations-

8.1 本人絕不向客戶或任何 LITE-ON SINGAPORE 交易對象 (包括協力廠商、供應商、服務商、經銷商、財務資金往來或投資、合作企業)約定或索取任何不正當利益，包括但不限於收受回扣、佣金、招待或進行不當饋贈等行為。

I, Party B, shall never negotiate or request any illegal benefits, including, but not limited to, any kickback, commission, entertainment, improper gifts or other behaviors, from LITE-ON SINGAPORE customers or transaction parties (including cooperative plants or companies, suppliers, service companies, dealers, or financing, investment or venture enterprises).

8.2 本人保證絕對遵守 LITE-ON SINGAPORE 之規定，不在派外或出差或於國外時，從事任何相關之商業經濟間諜活動，如有違反致 LITE-ON SINGAPORE 受損害時，願意賠償 LITE-ON SINGAPORE 一切損失。

I, Party B, promise to observe LITE-ON SINGAPORE rules unconditionally and shall not engage in any business or economic spying activities on any foreign assignment, business trip or staying abroad. In the event that I violate this provision, causing a loss for LITE-ON SINGAPORE, I shall reimburse LITE-ON SINGAPORE for all of the losses.

8.3 本人於離職時應將所占有、使用、監督或管理之智慧財產權及營業秘密暨其有關之資料、副本或複製物及樣本等全數交還 LITE-ON SINGAPORE。

I, Party B, shall return to LITE-ON SINGAPORE for all intellectual properties (rights) and business secrets and their relevant data, duplicate copies, back-up items, samples, and others items, which are held, used, supervised, or managed by me, upon the termination of my employment with LITE-ON SINGAPORE.

#### 九、電腦軟體使用規範- 9. Regulations for Using Computer Software-

9.1 本人絕不在 LITE-ON SINGAPORE 所屬電腦、電子產品或其他設備內，使用非公司提供或其他未經合法授權之軟體。

I, Party B, shall never use any software, which is not provided by LITE-ON SINGAPORE or which is not legally licensed software, in any of LITE-ON SINGAPORE computer, electronic products or other facilities.

9.2 本人瞭解由 LITE-ON SINGAPORE 自行開發、經由不同之軟體自行開發或經由授權取得軟體之合法使用權，除為本人工作職務所必要外，本人未獲得 LITE-ON SINGAPORE 之書面同意前，不得擅自複製、修改 LITE-ON SINGAPORE 所提供之軟體及相關程式檔(source code or object code)。

I, Party B, shall not, without LITE-ON SINGAPORE prior written consent, reproduce or amend any software or source code or object code that was provided by LITE-ON SINGAPORE, and was either developed by LITE-ON SINGAPORE or modified by LITE-ON SINGAPORE from any other program for which LITE-ON SINGAPORE had a formal license for the application.

9.3 LITE-ON SINGAPORE 自行開發之軟體，所有權屬於 LITE-ON SINGAPORE。本人離職後不得以各種理由主張軟體或有關程式檔之所有權，亦不以任何理由或方式妨礙或干擾 LITE-ON SINGAPORE、其員工或客戶使用、修改軟體。

Any software which is developed by LITE-ON SINGAPORE shall belong solely to LITE-ON SINGAPORE. I shall not claim, on any reasons, for the ownership right of any software, source code or object code claimed by LITE-ON SINGAPORE and shall not interfere or harass LITE-ON SINGAPORE, its employees or customers, on any grounds or methods, for the application or amendment of these software programs.

9.4 有關 LITE-ON SINGAPORE 區域網路多部電腦的使用，本人僅能依照授權契約或使用規則之規定使用軟體。

For the application of LITE-ON SINGAPORE internet computer network, I, Party B, shall use software programs only in accordance with licensed contracts and regulations.

9.5 本人因公需攜帶軟體離開 LITE-ON SINGAPORE 時，須經主管核准後始向保管人領取；保管人須定期追蹤取回。

I, Party B, shall obtain approval from authorized LITE-ON SINGAPORE management to request and bring software programs on business trips with me, and such approval will be obtained before the software is obtained from its custodian, who shall periodically verify its whereabouts and request for its return after the business trip.

9.6 存放於個人電腦之軟體、程式及資料，必須定期做備份並記錄之，以確保 LITE-ON SINGAPORE 資訊及資產之完整。

In order to preserve the completeness of LITE-ON SINGAPORE' information data as well as intellectual properties, all software programs, computer programs as well as data that are stored in my personal computer shall be copied and recorded on a regularly basis.

9.7 本人若製造、取得或使用非法軟體，同意接受適當之懲處，包括離職之處分。若因而導致法律糾紛或賠償問題，概由本人自行負責。

I, Party B, agree to accept legitimate punishment, including termination of my job, if I produce, obtain, or use illegal software. In the event I violate these provisions, I shall be responsible for any legal consequence or indemnity which may be incurred.

十、 本人若違反本契約書規定，LITE-ON SINGAPORE 得依有關規定向本人請求損害賠償。

If I, Party B, violate any covenants of this Agreement, LITE-ON SINGAPORE may request damage compensation and other legal remedies from me.



十一、本人在辦理離職手續時，應依 LITE-ON SINGAPORE 要求以書面再次確認本契約書所約定之義務，並接受 LITE-ON SINGAPORE 安排之離職面談。本人保證接受新雇主聘雇或與他人合夥、合作或合資之前，應將簽署本契約書之相關義務通知新雇主或合夥人、合作者或合資者。

Upon the termination of my employment with LITE-ON SINGAPORE, I shall reconfirm with LITE-ON SINGAPORE, in writing, all stated obligations of this Agreement and shall submit to a resignation interview arranged by LITE-ON SINGAPORE. I shall inform LITE-ON SINGAPORE before I enter into any new employment, partnership, business alliance, or business venture.

本人完全瞭解上述各事項之意義並自願簽署本契約書。本人如違反本契約書之規定者，願無異議接受 LITE-ON SINGAPORE 之處分，並賠償 LITE-ON SINGAPORE 因此所受之一切損害及承擔一切法律責任。本契約書自簽署日起生效，如聘雇日期在簽署日前，則溯及自聘雇日起生效。

I, Party B, fully understand the meaning of all covenants above and sign this Agreement voluntarily. If I violate any of the terms of this Agreement, I will accept the punishment from LITE-ON SINGAPORE and will indemnify LITE-ON SINGAPORE for all losses incurred by LITE-ON SINGAPORE and assume all legal consequences. This Agreement shall become effect from the date of signing. If my employment commences before I sign this Agreement, the effect date will retroact to the date by employment begins.

此致  
LITE-ON SINGAPORE PTE LTD, Party A

立同意書人- Consent Party

乙方-I, Party B :

簽名- Signature :

身分證字號, National ID Number :

戶籍地址- Residence Address- :

日期- Date :

