



LITE-ON SINGAPORE PTE LTD

新進員工特別注意事項
New Employee Notice

親愛的_____先生/女士 您好：
Dear Sir/Madam,

歡迎您加入光寶科技新加坡有限公司(以下簡稱本公司)的行列,在您正式到任就職之前,基於對智慧財產權之尊重,且為了瞭解您對前任或現任雇主(指本公司以外之雇主)有無特別約定之義務而於離職後仍將受拘束者,以避免您日後因違反義務而致使您及本公司面對不必要之困擾,本公司僅在此聲明並且特別提醒您注意以下事項:

Welcome you to join LITE-ON SINGAPORE PTE LTD, before you assume the position officially, in giving due regard to the Intellectual Property Rights of others and your existing obligations under any special agreement with your former or your other con-current employer (excluding our company), and in helping you and our company to avoid being involved in any disputes caused by your violation of any contractual obligations, our company would wish to call your attention to the following items:

- 一、 您對現任或之前雇主或他人,就所知悉之商業機密、營業秘密及其他一切屬他人所有之智慧財產權並負有保密義務者,請您確實遵守保密義務約定,切勿揭露、告知、引用或使用於本公司(含所屬海內外分公司、子公司)或引介予本公司之員工或客戶於職務上使用或其他侵權之使用。
You should observe the confidentiality obligations for commercial secret, business secret and any third party's Intellectual Property Rights owed to your current or former employer, and you shall not disclose, inform, quote or use such secrets or information during your employment at LITE-ON SINGAPORE (including affiliates and subsidiaries in Taiwan or overseas) or to LITE-ON SINGAPORE employees or customers for their business use or for any other use that will constitute infringement.
- 二、 為避免造成對他人智慧財產權之侵害,請於不違反保密義務約定之前提下,提供由您所創作或發明但屬於您現任或之前雇主或他人所有之國內外專利權、著作權及其他智慧財產權,包括已經取得證書或正在申請但已公開之詳細書面說明。
To the extent it will not violate any confidentiality obligations that you owed, and for purposes of avoiding infringement against any third party's Intellectual Property Right, please provide, with detailed written description, your creations or inventions on which your current or former employer or any third party has patent/copyright or other Intellectual Property Rights, including all certificates received or publicly announced written information.
- 三、 您對現任或之前雇主或他人如有約定「競業禁止」(Non-Competition/Non-Solicitation)條款或其他類似效果之約定者,請務必以書面告知本公司您所約定之詳細內容,以供確認您於本公司任職或從事之有關行為不會違反該「競業禁止」或類似條款之約定。
Please inform LITE-ON SINGAPORE in writing, if your current or former employer has a Non-Competition / Non-Solicitation agreement or other agreement in like nature with you, in order to make sure that your position or activities in our company will not be in violation of the Non-Competition/Non-Solicitation clause or other similar clauses.
- 四、 除前述以外,您對現任或之前雇主或他人如有其他於您離職或終止契約或其他法律關係後仍應遵守之義務(含對其所屬海內外分公司、子公司應負之義務)將影響您於本公司之任職或有關之職務行為及活動時,請務必以書面告知本公司,以做為本公司確認您於本公司服務期間不會造成您違約或您與本公司有其他法律責任之虞。
In addition to the above, please inform us in writing, if there are any obligations which you should observe after your resignation or termination of employment (including the obligation to affiliates and subsidiaries in overseas) and which will affect your performance or activities in our company, in order to avoid your breach or your implication to our company for an legal liability.
- 五、 為了方便您瞭解及表達前述各項內容,以下的列舉式問卷請您務必據實填寫:
For helping you in understanding and in representation for above items and contents, please answer the following items best to your knowledge-
1. 請問您現(前)任公司或雇主名稱? Continental Automotive Singapore Ltd.
What is the full name of your current (former) company or employer?

請問您現(前)任公司或雇主地點位於? ☐台灣 ☐大陸 ☐美國 ☐其他_____

Which is the location of your current (former) company or employer?

☐Taiwan ☐China ☐USA ☒Others Singapore

現(前)任公司或雇主營業項目為? Automotive Service Industry

What are the business activities of your current (former) company or employer?

請問您於現(前)公司或雇主服務曾擔任之職稱? Embedded Software Engineer

What is your title in your current (former) company and employer?

工作內容為? SW Design / SW coding, unit test, functional test

Job description- SW Integration / SW requirement analysis

2. 請問您與現(前)任公司或雇主有無簽署聘僱或其他委任關係之合約? ☐有 ☐無
- Do you enter any employment contract or other contractual agreement with your current (former) employer(s)? ☐ Yes. ☒ No.

請問您與現(前)任公司或雇主聘僱合約或其他合約關係之有效期間?

自_____起至_____止(請注意是否有預告終止期間、自動延展或視為不定期關係等之約定)

What is the effective contractual period of your employment agreement or other relevant or agreements with your current (former) company and employer?

From _____ to _____ (Please note that whether there are clauses for the advanced notice for contract termination, automatic extension, or as non-fixed term contracts.)

請問您於現(前)任公司或雇主離職是否已辦妥離職手續? ☐是 ☐否, 理由_____

Have you completed all resignation/termination procedure required by your current (former) company or employer? ☐ Yes. ☐ No. Reason _____

3. 請問您與現(前)任公司或雇主(含其客戶)有無簽署「保密合約」或約定保密義務條款? ☐有 ☐無
- Have you ever executed any confidential agreement or confidential clause with your current (former) company or employer (including its clients)? ☐ Yes. ☒ No.

請問您於現(前)任公司或雇主有無掌管或知悉任何具機密性質應予保密之資料? ☐有 ☐無

Have you ever managed or been informed of any confidential materials and undertaken the confidentiality to your current (former) company or employer?

4. 請問您是否有由您所創作而已經取得證書或正在申請程序中之各國專利權、著作權或其他智慧財產權, 無論該權利歸屬於本人、前雇主或他人所有?
- ☐有, 名稱: _____ ☐無
- Have your work products been granted any certificates or are there any Patent, Copy Right or other intellectual property rights application in progress, in any nation, regardless who- yourself, former employer, or other party- owns that property right?
- ☐ Yes, Name: _____ ☒ No.

5. 請問您與現(前)任公司或雇主(含其客戶)有無約定「競業禁止」(Non-Competition/Non-Solicitation)條款或其他類似效果之約定? ☐有 ☐無
- Do you enter Non-Competition/ Non-Solicitation clause or other similar agreement with your current (former) company or employer (including its customer)? ☐ Yes. ☒ No.

如有約定, 請問競業禁止期間至何時截止? _____

If any, what is the expiration date of Non-Competition/Non-Solicitation clause? _____

如有約定, 請問競業禁止範圍為何? _____

If any, what are the regulations of Non-Competition/Non-Solicitation? _____

如有約定, 請問競業禁止對象是否包括您前任公司或雇主之海內外分(子)公司? ☐是 ☐否

If any, is the Non-Competition/Non-Solicitation employment prohibited including the overseas affiliates and subsidiaries of your former company or employer? ☐ Yes. ☐ No.

6. 請問您除了現(前)任公司或雇主(含其客戶)以外, 是否有其他曾任職之公司或與他人有「保密」或「競業禁止」義務之約定, 且目前仍在受拘束之有效期限內者? ☐有, _____公司/團體/個人, 至_____止
☐無

In addition to your current (former) company or employer, do you have any Confidentiality or Non-Competition contractual obligations (and they are still in effective period) to other companies or parties which you have ever worked for?

☐ Yes. _____ Company/ Institute/ Individual, expired in _____ ☒ No.

7. 除了以上所問, 請問您與現(前)任公司、雇主(或其他所有曾任職者)或他人有無其他特別約定義務至今仍然有效並將影響您於本公司之任職或有關之職務行為及活動者?

☐有, 內容: _____ ☐無

In addition to above questions, are there any contractual obligations, which are still in effective and which will influence your performance or job delivery or activity in our company?

☐ Yes. Content _____ ☒ No.

- 六、 請您務必注意並確實遵守前述內容, 在不違反您所負保密義務之前提下, 據實詳細告知說明, 如有任何隱匿事實、錯誤或虛偽不實之表示, 以致日後影響您及(或)本公司任何權益者, 您個人必須負擔一切法律責任。

You have been informed that you shall note and shall observe above-mentioned representations. Also, under the condition for not to violate any disclosure or confidentiality clause, you have fully disclosed relevant information for above items excluding your confidentiality obligation. You further understand that if you fail in making full disclosure, if you make misrepresentations or fraudulent statement, which have effect on the interest of yourself and/or our company, you should assume all legal liability in totality.

以上聲明, 請您仔細閱讀後於下列簽名欄處簽名, 謝謝您!

For above statement and representation, Please review and sign in below Signature space. Thank you.

LITE-ON SINGAPOER PTE LTD
Human Resource Division

本人已仔細閱讀以上聲明及提醒注意事項, 並願確實遵照辦理。

I acknowledge that I have reviewed above representations and reminder and agree to comply with.


此致 LITE-ON SINGAPORE PTE LTD

簽名人: _____

Signature

日期: 年 月 日

Date: YY MM DD

 31/05/2021

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.