



Contract of Employment

Concluded between:

ams AG
Tobelbader Straße 30
A 8141 Unterpemstätten

as the employer
and

Mr.
Nobuyoshi Hiramatsu
#c-2 Mon Reserve, 1-11-19 Inokashira, Mitaka
Tokyo 181-0001
JAPAN

As the employee.

In accordance with the collective salary and wage agreement for industrial employees, as well as the salary and wage scales for employees of the electrical and electronics industry, your employment within our organisation will take place subject to the following conditions:

1 Job Description

Your employment will be carried out in Unterpemstätten where you will work as a student intern within the department Solutions R&D. You will report to the Director Solutions R&D or any other representative of the employer designated from time to time by the employer.

2 Start/End of Employment

Your employment will commence on 04.01.2016 and will end on 30.06.2016, depending on the working and residence permission. The first month of employment is regarded as a probationary period.

3 Normal working hours

The number of hours you are normally expected to work each week has been set by the collective salary and wage agreement at 38,5 hours.

4 Salary Grade

Your salary grade will be worked out for you in accordance with the collective salary and wage agreement for student interns §15 (68) KVAngEEI.



5 Salary

Your monthly gross salary is set at EUR 1.292,-- (in words: onethousandtwohundredninetytwo).

This salary will be paid at the end of each month to an account nominated by you.

6 Overtime and secondary employment

Employee undertakes to provide the organisation with all of his working capacity and work overtime whenever necessary.

Any secondary employment, whether direct or indirect, must be explicitly authorised by the management.

7 Holiday

Your annual holiday entitlement consists of 25 days per completed year of service.

8 Mitarbeitervorsorgekasse

As "Mitarbeitervorsorgekasse" (severance pay-system) the VBV Mitarbeitervorsorgekasse AG, Obere Don-austraße, A-1020 Wien, MVK-Leitzahl: 71600, was chosen. The monthly payments will take place in accordance with the labour-law regulations.

9 Rights on using company products and corporate inventions

Both of the undersigned parties agree that the employer has the sole and substantially unlimited right of use, worldwide and including rights of transfer, for any products or services of work protected by copyright or for any patentable inventions, including any work on texts, software or graphics, that are created during your period of employment with ams AG and are directly linked to the performance of your duties or which are based on the knowledge, work or documents of ams AG. The same applies to edits, amendments, re-designs or any other modifications of work products. It also applies in those cases where ams AG only begins to use such products or services of work after your contract of employment has been terminated with ams AG.

10 Return of corporate property

At the end of your period of employment you undertake to ensure that you will return all originals and copies of documents, in particular service notes and records, any documents with which you have been entrusted, data and data carriers, as well as any other corporate property which you possess as part of your work, to your personal line-manager at the very latest by your last day at work.

11 Documentation

Employee is obliged to record and document all work and research results comprehensively, even if they are of minor scientific, technical or economic significance for Employer, in such a way that they are also to Employer's unlimited disposal in case of termination of the employment.

Work results which are of great economic or scientific importance have to be transmitted to the direct supervisor in a structured and traceable manner in a fourteen days interval.

12 Confidentiality

Employee shall maintain strict confidentiality vis-à-vis all unauthorized persons with regard to all matters and occurrences of which he has gained knowledge in the course of his work at Employer's



premises. In particular, this concerns all technical know-how and expertise which Employee has developed, helped to develop or to which he has access in the course of his work. Employee undertakes to comply with all non-disclosure agreements that Employer concludes with individual customers or suppliers of which he is aware of.

Employee shall neither disclose to third parties, nor use himself or have others use any technical, organizational or other information (e.g. contact files) acquired in the course of his work without first obtaining the written permission of Employer.

All technical and other documents belonging to Employer and entrusted to Employee by Employer and/or his suppliers, all data and information relating to customers and suppliers such as technical plans, diagrams, source codes of software programs, lists of customers and suppliers, samples, catalogues, price lists, copies of invoices or databases and manuals shall remain in the property of Employer; they may not be copied or otherwise distributed and are to be surrendered to Employer upon request during the period of employment and at the latest immediately upon termination of employment.

Without limiting the above, Employee may, in the course of his work at Employer's premises, gain access to highly confidential forecasts, production timing and volumes, and cost and pricing information related to customer products. Employee commits himself not to disclose any of the aforementioned information to any third party or to any other employee of Employer, nor use such information himself or have others use any such information.

This Section shall also continue to apply after the contract of employment has been terminated.

13 Miscellaneous

No other agreements have been made with regard to this contract. Any changes to the Contract of Employment must be made in writing.

You must immediately inform the personnel department of your current address and of any changes in your personal circumstances.