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5-2 【員工保密合約書 CONFIDENTIAL DISCLOSURE AGREEMENT】

立合約書人 一路通有限公司 OPEN ACCESS BPO LTD. (以下簡稱甲方 Party A)

Contractor 受聘人 EMPLOYEE (以下簡稱乙方 Party B)

鑑於，協議雙方願意簽訂本協議定義，並規定由本公司職工的聘用條款和條件。因此，現在考慮的相互承諾和契約所載雙方約定如下 WHEREAS, the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment of the Employee by the Company. NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained the parties hereto agree as follows.

1. 責任義務 Duties and Responsibilities

員工同意，在聘僱期間，受聘者應當致力於最好的工作時間、注意力、知識、技能和能力的企業和公司的利益，並應忠實地履行義務和責任，有效地服從主管命令、建議和方向，無論明示或暗示。該員工同意可不時由公司分配、交付其他職責和責任。為免生疑問，員工應盡的義務和責任不限於一般的範圍以及相關或類似的等級和地位的其他員工。The Employee agrees that during the Employment Period, the Employee shall devote the best of his/her working time, attention, knowledge, skill and ability to the business and interests of the Company and shall perform duties and responsibilities faithfully and efficiently subject to the orders, advice, and direction, whether express or implied, of the Employee's designated supervisor(s). The Employee further agrees to render such other duties and responsibilities as may be assigned from time to time by the Company. For the avoidance of doubt, the Employee shall not be assigned duties and responsibilities that are not generally within the scope and character associated or required of other employees of similar rank and position.

員工確認並同意，沒有遵守此協議所提之職責和責任，可導致工作調動、降級或解僱。The Employee acknowledges and agrees that failure to perform duties and responsibilities under this Agreement may result in reassignment, demotion or termination.

2. 薪酬 Compensation

在聘僱期間，乙方應在本協議通過以下方式所提供的服務進行薪酬： During the Employment Period, the Employee shall be compensated for the services provided under this Agreement in the following manner:

(1) 乙方薪酬每月十日以台幣支付，並且扣除每月需支付的政府代扣款項(勞健保費用等)。 Party B compensation payable on the 10th day of each month by NT dollars, subject to deduction or withholding required by applicable laws.

3. 競業條款 Competing Businesses

在聘僱期間，員工不得以任何形式或方式被任何業務性質與本公司或其附屬公司或聯營公司有直接或間接競爭公司所聘用，除了本文中的任何包含應被視為防止或限制員工的投入資金入股或擁有其公司的任何其他證券或不動產。During the Employment Period, the Employee shall not, whether in any form or capacity, be employed by or otherwise engage in or be interested in any business or endeavor in direct or indirect competition with the Company or its subsidiaries or affiliates, except that nothing herein contained shall be deemed to prevent or limit the right of the Employee to invest funds in the capital stock or other securities of any corporation or in real estate.

4. 保密義務 Confidentiality

在離職三年內，員工不得以任何方式，未經本公司事先書面同意，透露或洩露給任何第三方或適當的給自己使用或使用任何第三方的任何商業秘密或有關本公司或其附屬公司或聯營公司的商業秘密信息（“專有信息”），而員工是在受僱於本公司時以任何方式，形式獲得的私密信息。員工在此確認並同意，專有信息是非常重要的，材料和保密，無論他是否是從本公司獲得，任何違反本條款的規定被認為是故意和嚴重違反本協議。。

During and 3 years after the Employment Period, the Employee shall not in any way, without the prior written consent of the Company, divulge or disclose to any third party or appropriate to own use or to the use of any third party any trade secret or proprietary information pertaining to the business of the Company or its subsidiaries or affiliates ("Proprietary Information"), obtained in any fashion, form, or manner while the Employee was employed by the Company. The Employee hereby acknowledges and agrees that the Proprietary Information is important, material, and confidential, 此為一路通有限公司所有之機密文件，請勿外流，凡未經一路通有限公司事先書面同意，不得以任何形式或方式擅自複製本文件的任何部分。This is Open Access BPO ,Ltd. all of confidential documents, do not outflow where without the prior written consent of Open Access BPO ,Ltd., in any form or manner any unauthorized copying of this document.



irrespective of whether it is deemed as such by the Company, and that any breach of the provisions of this Clause is deemed a willful and material breach of this Agreement.

5. Remedies 賠償措施

員工確認並同意，如果在任何時候員工違反了保密範圍內的任何規定，本公司有權終止其所有的義務，本協議下公司有權提出賠償申訴。The Employee acknowledges that if at any time the Employee violates to a material extent any of the covenants or agreements set forth in Clauses 5 and 6, the Company shall have the right to terminate all of its obligations to make further payments under this Agreement.

6. Intellectual Properties 智慧財產權

員工了解本協議聘僱期限的任何著作權、發明、專利或知識產權將被視為僱傭作品和資產。員工同意在公司受雇期間的所有知識產權轉讓為公司的所有權益。The Employee understands that any copyrights, inventions, patents or intellectual properties created or obtained, in whole or in part, by the Employee during the term of this Agreement are to be considered “works for hire” and the property of the Company. The Employee agrees to assign to the Company all rights and interest in all Intellectual Properties related to the business of the Company.

7. 修改棄權條款 Waiver or Modification

本協議或其任何部分修改均屬無效，除非以書面形式正式經雙方簽字。No waiver or modification of this Agreement or any part thereof shall be valid unless in writing and duly signed by both parties.

8. 政策和程序 Policies and Procedures

即使有任何與本文中相反，員工同意遵守的所有公司政策、程序、規則和條例規章，無論是現在還是未來。在某種程度上，這樣的政策程序和本協議的規定法規相抵觸的，以本協議為準。Notwithstanding anything herein to the contrary, the Employee agrees to adhere to all, whether current or future, policies, procedures, rules and regulations set forth by the Company. To the extent that such policies, procedures, rules and regulations conflict with the provisions of this Agreement, this Agreement shall prevail.

9. 完整協議 Entire Agreement

本協議代表雙方之間的完整的協議和共識，並取代所有之前雙方的協議和共識，除了專門提到了本協議中的那些文件。This Agreement represents the complete agreement and understanding between the parties, and shall supersede any and all prior agreements or understandings between the parties, except for those documents specifically referred to within this Agreement.

10. 離職條款 Severability of Agreement

任何條款在此處被認為是無法執行的範圍內，本協議的所有其他條款不得因此受到影響，並應保持十足效力及作用。To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. 通知 Notices

員工若要求修改此協議，本協議項下應給予書面形式的通知，可以掛號信方式寄送到公司主要營業地址，其他分式視具體情況而定。Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered mail to the Company at its principal business address or to the Employee at the last address filed with the Company, as the case may be.

12. 適用法律 Applicable Law

本契約之解釋、效力、履行及其他未盡事宜應按照中華民國法律解釋為準。This Agreement and the performance hereunder shall be construed in accordance with the laws of ROC Laws.

茲證明，員工和公司的正式授權代表已於今日簽署完成本協議。IN WITNESS WHEREOF, the Employee and the duly authorized representative of the Company have executed this Agreement on the day and year first written above.

此為一路通有限公司所有之機密文件，請勿外流，凡未經一路通有限公司事先書面同意，不得以任何形式或方式擅自複製本文件的任何部分。This is Open Access BPO ,Ltd. all of confidential documents, do not outflow where without the prior written consent of Open Access BPO ,Ltd., in any form or manner any unauthorized copying of this document.



5-3 【勞動契約 EMPLOYMENT CONTRACT】

立契約人

一路通有限公司

(以下簡稱甲方)

受聘人

(以下簡稱乙方)

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雙方同意訂立契約條款如下，以資共同遵守履行：

一、契約期間：甲方自即起雇用乙方為，如須終止契約悉依勞動基準法及有關規定辦理。

二、工作項目：乙方接受甲方之指導監督，從事下列工作：接聽電話、處理郵件回覆、其他主管交辦事項。

三、工作地點：台北市信義區松隆路 102 號 12 樓(本棟樓 4、5、12 皆有辦公室，視公司安排座位)

四、工作時間：

(一) 乙方正常工作時間如下：

甲方得視業務需要採輪班制或調整每日上下班時間。

(二) 甲方因工作需作要延長工作時間或休假日須照常工作時，延長工作時間在二小時以內者，其延長工作時間之工資，按平日每小時工資額加給三分之一。再延長工作時間在二小時以內者，按平日每小時工資額加給三分之二。

五、例假、(特別)休假、勞動基準法及相關規定的給假：女性夜間工作：乙方為配合甲方業務需要，同意於午後 10 時至翌晨 6 時工作(妊娠及哺乳期間除外)。甲方依照「附件一 事業單位適用勞動基準法及相關規定給假編製表」辦理。

六、工資：工資按月全額支付，給付乙方工資，經雙方同意發放時間為每月一次：於每月 十 日發放前月之工資。

七、請假：乙方之請假依勞動基準法、兩性工作平等法及勞工請假規則辦理。

八、資遣：甲方依法資遣乙方或終止勞動契約時，應依勞動基準法或勞工退休金條例有關規定辦理。

九、退休：(一) 乙方符合勞動基準法第 53 條規定，自請退休時，甲方應依勞動基準法及相關規定辦理。

(二) 甲方依勞動基準法第 54 條規定，強制乙方退休時，應按勞動基準法及相關規定辦理。

十、職業災害及普通傷病補助：甲方應依勞動基準法、職業災害勞工保護法、勞工保險條例、就業保險法及相關規定辦理。

十一、福利：

(一) 甲方應依勞工保險條例及相關法規，為乙方加入勞工保險。

(二) 乙方在本契約有效期間，享受甲方事業單位內之各項福利設施及規定。新規定公布依最新公告為準。

十二、考核及獎懲：

乙方之考核及獎懲依甲方所訂工作規則或人事規章規定辦理。

十三、服務與紀律：

(一) 乙方應遵守甲方訂定的工作規則或人事規章，並應謙和、誠實、謹慎、主動、積極從事工作。

(二) 乙方所獲悉甲方關於營業上、技術上之秘密，不得洩漏，退職後亦同。

(三) 乙方於工作上應接受甲方各級主管之指揮監督。

(四) 乙方在工作時間內，非經主管允許，不得擅離工作崗位。

(五) 乙方應接受甲方舉辦之各種勞工教育、訓練及集會。

十四、權利義務之其他依據：甲乙雙方僱用受雇期間之權利義務關係，悉依本契約規定辦理，本契約未規定事項，依工作規則或人事規章或政府有關法令規定辦理。

十五、法令及團體協約之補充效力：本契約所規定之事項與團體協約或政府有關法令規定相違背時，依團體協約或有關法令規定辦理。

十六、契約修訂：本契約經雙方同意，得以書面隨時修訂。

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5-4 【 膳食同意書 】

立同意書人同意以下內容

- 一、一路通有限公司於 2016 年 8 月 1 日起試行辦理統一為員工代訂膳食之服務 頁 15
- ，立同意書人明白且同意，一路通有限公司僅因照顧員工福利方便之目的代為訂餐，若因膳食問題所造成員工自身健康之影響，與一路通有限公司無關，且不會向一路通有限公司主張任何法律上賠償責任；一路通有限公司基於愛護員工之立場，願盡力協助立同意書人與膳食業者溝通並請求應有之法律上賠償。
- 二、立同意書人明白且同意此代訂膳食之服務並非勞動條件之一部分，一路通有限公司得視試辦成效、公司財務及營運狀況等因素，以公司內部正式公告之方式，隨時變更或終止此項代訂膳食之服務。

此 致

一路通有限公司



5-5 【 信用卡資訊保密條款 】

Purpose 目標

此政策的制定目標是為保證所有 WorldVentures Campaign 的僱員都能夠遵守下列信用卡資訊的處理作法，以保障所有顧客的信用卡安全與最高利益。

The objective of this policy is to ensure that all employees and personnel under WorldVentures Campaign are handling credit card information in accordance with industry best practices in order to secure credit card data and to protect the best interest of the Client.

Applicability 適用範圍

此政策適用於所有 WorldVentures Associates 與 Management of Open Access BPO

This Policy covers all WorldVentures Associates and Management of Open Access BPO.

Guidelines 準則

依據信用卡資訊保護規範，員工與僱員不允許儲存或記錄任何會員 / 業務代表的信用卡資訊與 CVC 號碼。準此，下列的事項是被嚴格禁止的：

Consistent with card information security practices, employees and personnel are not allowed to store or record Credit Card Information and CVC numbers acquired from members/representatives. Thus, the following are **STRICTLY PROHIBITED**:

1. 當會員在電話中提供信用卡資訊時持續錄音。To continue recording calls when member's/representative's provide their Credit Card Information.
2. 所有來電與外撥電話都會被自動錄音。一旦客服人員需要取得會員 / 業務代表的信用卡資訊，客服人員必須使用 Vici Dial 系統中的**停止錄音**按鈕，用以略去會員所敘述的信用卡號碼與其他信用卡資訊。All inbound and outbound calls are automatically recorded. When an agent needs to obtain the member/representatives' credit card information, the agent is required to click on Vici Dial's system interface **STOP RECORDING** button to omit the part where the caller is stating the credit card number and other information.
3. 儲存或記錄會員 / 業務代表的信用卡與個人資訊。（例如：寫於紙上或儲存於個人電腦或行動設備中。）Storing or recording of credit card and personal information of members/representatives (Ex. Writing on a piece of paper or on the computer's notepad, etc.)
4. 在電話上或工作站中使用或持有具有儲存信用卡資訊功能之非工作項目，如**任何書寫用品、錄音工具、手機、智慧手錶、計算機、相機等資訊儲存媒體**。Use or possession of non-work items during calls or while at work station that can store or record credit card information, namely: **any writing material, audio recorder, cellphone, smart watch, calculator, camera, and/or any data storage medium.**
5. **若需要使用上述所提及的物品，必須事先得到經理的書面授權。Prior written authorization from Manager is required for the Use/Possession of the aforementioned items.**

Sanction: 懲處

如未嚴格執行上述的規定，將會被處以最高級別的罰則 - **解雇**。

Failure to strictly comply will merit a maximum penalty of **TERMINATION**.



立同意書人 同意並已詳細閱讀上述所有條款，條款明細如下

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5-2 【員工保密合約書 **CONFIDENTIAL DISCLOSURE AGREEMENT**】 (頁 2, 3)

5-3 【勞動契約 **EMPLOYMENT CONTRACT**】 (頁 4)

5-4 【膳食同意書】 (頁 5)

5-5 【信用卡資訊保密條款】 (頁 6)

立契約書人

甲 方：一路通有限公司
公司統一編號：24777086
代 表 人：張志宇



乙 方：
身分證字號：
地 址：
簽 署 日 期：

(親簽或是蓋章)

