

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2815728

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT CONTRACT OF HENRY XIANG AND TONY T LI WITH WISTRON CORPORATION	
CONVEYING PARTY DATA		
	Name	Execution Date
	Henry Xiang	07/05/2011
	Tony T Li	07/05/2011
RECEIVING PARTY DATA		
Name:	Wistron Corporation	
Street Address:	21F., No.88, Sec. 1, Hsintai 5th Rd., Hsichih	
City:	New Taipei City	
State/Country:	TAIWAN	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14198597
CORRESPONDENCE DATA		
Fax Number:	(703)997-4517	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3027291562	
Email:	Patent.admin.uspto.cr@naipo.com	
Correspondent Name:	WINSTON HSU	
Address Line 1:	P.O.BOX 506	
Address Line 4:	MERRIFIELD, VIRGINIA 22116	
ATTORNEY DOCKET NUMBER:	WISP0979USA	
NAME OF SUBMITTER:	KATE YEH	
SIGNATURE:	/KATE YEH/	
DATE SIGNED:	04/16/2014	
Total Attachments: 34		
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纬创资通(昆山)有限公司

劳 动 合 同

员工代号 K1107756 (N30RK1)

员工姓名 顾亨

纬创资通(昆山)有限公司(以下简称甲方)同意聘请 项亨 先生/小姐(以下简称乙方)在甲方任职,乙方亦同意为甲方服务,经双方协议于 2011 年 7 月 5 日(报到日)依据《中华人民共和国劳动法》、《中华人民共和国合同法》、《江苏省劳动合同条例》及有关法律、法规的规定,双方遵循“合法、公平公正、平等自愿、协商一致、诚实信用”的原则,签订本合同:

一、甲方:

甲方住所: 昆山综合保税区第一大道168号

法定代表人或负责人: 黄柏溥

二、乙方:

姓名: 项亨

户籍所在地址: 江苏省宿迁市宿城区冷庄东巷57号

居民身份证号码: 321302198906268857

三、劳动合同期限:

1. 本合同自 2011 年 7 月 5 日起至 2014 年 7 月 5 日止。

2. 乙方之试用期间依法令规定,但试用期不得超过 6 个月;甲方得于乙方试用期内办理试用考核,经考核合格后转正。乙方在试用期间考核不符合录用条件的,甲方可向乙方说明理由后解除劳动合同。

四、工作内容和工作地点:

1. 乙方根据甲方要求,经过协商,从事 助理 工作。甲方可根据工作需要和对乙方业绩的考核结果,按照合理诚信原则,可依法变动乙方的工作岗位,乙方服从甲方的安排。

2. 甲方安排乙方所从事的工作内容及要求,应当符合国家法律法规规定的劳动基准和甲方依法制订的并已公示的规章制度。乙方应当按照甲方安排的工作内容及要求履行劳动义务,按时完成规定的工作数量,达到规定的质量要求。

3. 乙方工作地点为江苏省昆山市综合保税区第一大道168号,甲方可根据工作需要和乙方协商后,按照合理诚信原则,变动乙方的工作地点,乙方服从甲方的安排。

五、工作时间和休息休假。

1. 甲方实行国家规定的工作时间制度,双方在工作时间和休息方面协商一致,平均每周工作四十小时;

2. 甲方严格遵守法定的工作时间,控制加班加点,保证乙方的休息与身心健康,甲方因工作需要必须安排乙方加班加点的,应与乙方协商同意,依法给予乙方补休或支付加班加点工资、返乡探亲或调班方式处理。

3. 甲方依职工带薪年休假条例为乙方安排带薪年假。

六、劳动报酬

甲方应当每月至少一次以货币形式支付乙方工资,不得克扣或者无故拖欠乙方的工资。乙方在法定工作时间内提供了正常劳动,甲方向乙方支付的工资不得低于当地最低工资标准。

1. 甲方承诺每月 十 日为发薪日。

2. 乙方在试用期内的基本薪资为每月 1140 元。

3. 经甲乙双方协商一致,甲方对乙方实行基本薪资和绩效工资相结合的内部工资分配办法,乙方的基本薪资确定为每月 1140 元,以后根据内部员工薪资奖金给付管理办法调整其工资;绩效工资根据乙方的工作业绩、劳动成果和实际贡献按照内部分配办法考核确定。

4. 甲方根据企业经营效益、当地政府公布的工资指导线、工资指导价位等,合理提高乙方工资。乙方的工资增长按照个人工作绩效表现确定。

5. 乙方加班费,以双方经过协商确定的基本薪资为基数计算。

6. 乙方事假期间,甲方均不给付基本薪资和绩效工资。

七. 社会保险

1. 双方依法参加社会保险, 按时缴纳各项社会保险费, 其中依法应由乙方缴纳的部分, 由甲方从乙方工资报酬中代扣代缴。

2. 甲方应当将为乙方缴纳各项社会保险费的情况公示, 乙方有权向甲方查询其各项社会保险的缴费情况, 甲方应当提供帮助。

3. 如乙方发生工伤事故, 甲方应负责及时救治, 或提供可能的帮助, 并在规定时间内, 向劳动保障行政部门提出工伤认定申请, 为乙方依法办理劳动能力鉴定, 并为享受工伤医疗待遇履行必要的义务。

八. 劳动保护、劳动条件和职业危害防护

1. 甲方对可能产生职业病危害的岗位, 应当向乙方履行如实告知的义务, 并对乙方进行劳动安全卫生教育, 防止劳动过程中的事故, 减少职业危害。

2. 甲方必须为乙方提供符合国家规定的劳动安全卫生条件和必要的劳动防护用品, 安排乙方从事有职业危害作业的, 应定期为乙方进行健康检查。

3. 乙方在劳动过程中必须严格遵守安全操作规程。乙方对甲方管理人员违章指挥、强令冒险作业, 有权拒绝执行。

4. 甲方按照国家关于女职工、未成年工的特殊保护规定, 对乙方提供保护。

5. 乙方患病或非因工负伤的, 甲方应当执行国家关于医疗期的规定。

九. 劳动纪律

1. 甲方制定的劳动纪律及公司规章制度应当符合法律、法规、政策的规定, 履行民主程序并向乙方公示, 乙方遵照执行。

2. 乙方应依甲方指派之职务, 遵守甲方内部规章(包括到职前订定者)、甲方之指示及国家相关法令执行职务, 并应尽力保护甲方之利益, 不得从事任何不利甲方之工作或活动。

3. 乙方应亲自并忠诚地履行对甲方应尽之义务, 不得由第三者代为履行。

4. 于本合同存续期间内, 未经甲方事前书面同意, 乙方不得同时为他人之受雇人, 受任人、顾问或其它有碍乙方履行职务之兼职行为, 亦不得为自己或他人从事或经营与甲方营业项目相同或类似之事业; 乙方以自己或他人名义投资前述事业, 而对该事业具有经营决定权或有妨碍甲方营业之虞者, 亦同。

5. 乙方违反本合同上述条款约定者, 甲方得请求乙方因违约行为所得之利益, 作为对甲方之损害赔偿, 并以乙方违反期间所受之报酬总额为最低损害赔偿数额。

6. 甲方有权要求乙方于一定期限内(不超过二年), 不得为自己或第三人从事或经营与甲方直接竞争之行业。甲方为前述事项要求时, 应以书面通知乙方, 双方并得约定违约金之数额。

7. 乙方执行合同时, 因乙方的原因, 造成甲方或其它人员财物、生命、健康上的损害, 乙方应接受甲方依法所作出之处理。

十. 劳动合同解除和终止

1. 甲方与乙方协商一致, 可以解除劳动合同。

2. 乙方提前三十日以书面形式通知甲方, 可以解除劳动合同。乙方在试用期内提前三日通知甲方, 可以解除劳动合同。

3. 乙方有下列情形之一的, 甲方可以解除劳动合同:

1). 在试用期间被证明不符合录用条件的;

2). 严重违反甲方的规章制度的;

3). 严重失职、营私舞弊, 给甲方造成重大损害的;

4). 乙方同时与其它用人单位建立劳动关系, 对完成甲方的工作任务造成严重影响, 或者经甲方提出, 拒不改正的;

5). 以欺诈、胁迫的手段或者乘人之危, 使对方在违背真实意思的情况下订立或者变更劳动合同的;

6). 被依法追究刑事责任的。

4. 有下列情形之一的，甲方提前三十日以书面形式通知乙方本人或者额外支付乙方一个月工资后，可以解除劳动合同：

1). 乙方患病或者非因工负伤，医疗期满后，不能从事原工作也不能从事由甲方另行安排的工作的；

2). 乙方不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；

3). 劳动合同订立时所依据的客观情况发生重大变化，致使原劳动合同无法履行，经当事人协商不能就变更劳动合同达成协议的。

5. 有下列情形之一的，劳动合同终止：

1). 劳动合同期满的；

2). 当事人约定的劳动合同终止条件出现的；

3). 乙方开始依法享受基本养老保险待遇的；

4). 乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；

5). 法律、行政法规规定的其它情形。

十一. 解除劳动合同之责任

1. 解除或终止本合同，乙方需要赔偿甲方者：

1). 除法令另有规定外，乙方于试用期满后如欲终止本合同，应于三十日前以书面通知甲方。若造成甲方经济损失的，应当依法承担赔偿责任。

2). 乙方接受甲方出资培训，双方签订的培训合同或乙方经甲方办理工作、户籍调动而签订的调动合同或应届毕业生调动/接收合同书均属本合同的附件，乙方如无故不履行合同，应按规定赔偿甲方损失。

3). 本合同终止后，第十、十一、十二条及附件一、附件二之规定仍继续有效，其它既存之权利或义务不受影响。

2. 甲方在下列情况下解除本合同不需对乙方补偿：

1). 在试用期间被证明不符合录用条件的；

2). 违反甲方有关规定，应予辞退、开除的；

3). 乙方被判刑或劳动教养。

3. 乙方在下列情况下解除本合同不需向甲方赔偿：

1). 被非法限制人身自由的手段强迫劳动的；

2). 未按照劳动合同约定支付劳动报酬或者提供劳动条件的；

3). 乙方自请辞职，并经甲方同意者。

4. 双方劳动关系终止时，乙方应依甲方内部规章办理移交程序，就移交程序继续提供之劳务，且不得向甲方请求报酬或其它费用。

十二. 侵害禁止

1. 乙方同意于受雇期间所为之一切创作，均由其自行创作，不侵害他人之知识产权，并同意尊重他人之知识产权。

2. 乙方同意于受雇期间应使用甲方所提供之合法版本软体，在职务上所使用之电脑软件均应为合法版本，明知为非法之软体，应不得携至工作处所，一经发现则予以没收，接受厂纪处分外，乙方如有违反知识产权，应自行负担一切法律责任。

十三. 合同续订

合同期满前，甲方会发出通知乙方续订合同之意向。如乙方收到通知在指定时间内不与公司续约，则视为本合同自动终止。

十四. 准据法

对于甲乙双方之权利义务，本合同有明文约定者依本合同之约定；本合同未约定者，以甲方说明或内部依法制定的各种相关规章作为补充条款；甲方规章不明时，依劳动合同法、劳动法及相关法令之规定。本合同以中华人民共和国法律为准据法。

十五. 双方特别约定事项:

1. 甲方公司的规章制度与本合同具有同等法律效力。
2. 甲乙双方另行签定的服务及培训协议与本合同具有相同法律效力。
3. 甲方违约者, 接受劳动法规定赔偿。
4. 乙方违约不履行本合同, 应按规定赔偿甲方为其支付的培训费和经济损失。

十六. 劳动争议

甲乙双方因履行本合同发生劳动争议, 可以协商解决。不愿协商或者协商不成的, 可以向本单位劳动争议调解委员会申请调解; 调解不成的, 可以向劳动争议仲裁委员会申请仲裁。甲乙双方也可以直接向劳动争议仲裁委员会申请仲裁。提出仲裁要求的一方应当自劳动争议发生之日起六十日内向劳动争议仲裁委员会提出书面申请。对仲裁裁决不服的, 可以自收到仲裁裁决书之日起十五日内向人民法院提起诉讼。

十七. 其它约定

纬创资通(昆山)有限公司、隶属纬创集团, 与具有相同法定代理人或负责人之关系企业纬智资通(昆山)有限公司、纬新资通(昆山)有限公司、纬腾技术服务(昆山)有限公司、昆山纬隆电脑技术服务有限公司等, 皆视同甲方, 甲方可根据工作需要, 按照合理诚信、协商一致原则, 变动乙方的工作岗位及隶属公司, 本合同持续有效。

附件一、附件二, 及其它双方另行约定之书面协议, 与本合同具有同等效力。

十八. 其它事项

1. 劳动合同期内, 乙方户籍所在地、现居住(通讯)地址、联系方式等发生变化, 应当及时告知甲方, 以便于联系。
2. 本合同未尽事宜, 均按国家有关规定执行, 国家没有规定的, 通过双方平等协商解决。
3. 本合同不得涂改。
4. 本合同一式二份, 具有同等法律效力, 甲、乙双方各执一份。

甲方(盖章):

乙方签名盖章:

项亨

法定代表人或委托代理人:

身份证字号: 321302198906268857

地址: 江苏省昆山市综合保税区

地址: 江苏省宿迁市宿城区冷庄东巷57号

第一大道168号

签订日期: _____ 年 _____ 月 _____ 日

2011 年 7 月 5 日

劳动合同变更记录

经双方协商同意, 对 _____ 年 _____ 月 _____ 日签订的劳动合同作如下变更:

甲方(盖章):

乙方签名盖章:

法定代表人或委托代理人:

签订日期: _____ 年 _____ 月 _____ 日

_____ 年 _____ 月 _____ 日

附件一 保 密

1. 本合同所指【机密资料】指乙方受雇期间内，因使用甲方之设备、资源或因职务之关系，直接或间接收受、接触、知悉、构思、创作或开发之资料；或标示【机密】或其它类似文字或经宣示为机密的，不论其是否以书面为之、是否已完成，亦不问是否可申请、登记专利权或其它知识产权等，例如：

(1) 生产、行销、采购、定价、估价、人力资源与财务之技巧、资料或通讯、现有及潜在顾客之名单及其需求，甲方之受雇人、顾客、供应商、经销商之资料，以及其它与甲方营业活动及方式有关之资料。

(2) 电脑程序以及所有相关之资料。

(3) 发现、概念及构想，例如研究及发展计划之特色及结果、程序、公式、发明以及与电脑有关之设备或知识、技术、专门技术、设计、构图及说明书。

(4) 其它有关甲方之营业或其它活动之事物或资料，且非一般从事类似事业或活动之人所知悉者。

(5) 由于接触或知悉上述各项资料或资讯，因而衍生之一切构想。

2. 乙方对甲方之机密资料应保持其机密性，非经甲方事前书面同意或依乙方职务之正当履行，不得交付、告知、移转或以任何方式向第三人揭露或对外发表，亦不得为自己或第三人使用或利用之，离职后亦同。

3. 非经乙方前雇主或他人之书面授权，乙方就其在甲方之职务行为，绝不引用或使用任何专属于乙方前雇主或他人之机密资料；乙方并保证不将他人之机密资料揭露予甲方使用。

4. 乙方因职务收到他人之机密资料时，应告知甲方相关主管人员，对该他人之机密资料并应依照该他人与甲方约定之保密规定及本合同之规定履行。

5. 甲方或机密资料之所有人对外公开其所有之机密资料时，乙方始解除该机密资料之保密义务。

6. 乙方于受雇于甲方前如有签署任何文件，致其无法履行劳动合同及保密义务时，应于签订本合同同时告知甲方，并以书面记录于双方特别约定事项内第十五条规定之，否则乙方即应完全并确实依本合同及保密约定履行其义务。

7. 乙方若违反任一上述约款，除自行承担一切法律责任外，对于甲方因此所受之损害及所失利益(包括但不限于律师费或其它诉讼费用)亦负赔偿责任。

附件二 知识产权

1. 乙方于受雇期间，为完成甲方工作任务所创作的作品，主要利用甲方物质技术条件创作，并由甲方承担责任的工程设计、产品设计图纸及其说明、计算机软件、地图等职务作品的著作权，除法令另有规定外，由甲方享有。

2. 乙方为完成甲方工作任务或者主要是利用甲方的物质技术条件所完成的发明创造为职务发明创造，对该职务发明创造，甲方享有专利申请权或专利权。

3. 除著作、专利权之归属依前二项规定外，乙方于受雇期间，对与职务或甲方业务有关所研究、发展、获得或创作之知识产权或技术知识，均以甲方为权利人。

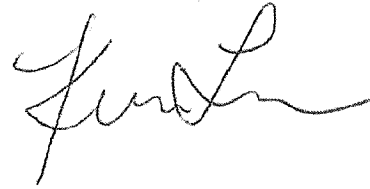
4. 乙方一有本条之知识产权或技术知识应即告知甲方，并应无偿协助甲方完成申请、登记或其它保全权利之相关程序。

Wistron InfoComm (Kunshan) Co., Ltd.

Employment Agreement

Employee Number K1107756 (N30RR1)

Translated by: Kuai Feng Lee



Employee Name Henry Xiang

Wistron InfoComm (Kunshan) Co., Ltd. (hereinafter referred to as Party A) agreed to employ Mr./Ms. Henry Xiang (hereinafter referred to as Party B) and Party B has agreed to such employment. Upon mutual agreement dated July 5, 2011 (Registration Date) and in accordance with People's Republic of China Labor Contract Law, the provisions of relevant laws and regulations, Labor Contract Regulations of Jiangsu Province, and the People's Republic of China Labor Law, both parties agree to follow the legal, fair principles of justice, equality, consensus, good faith, in the signing of this agreement:

1. Party A:

Party A Residence: No. 168, First Avenue, Kunshan Combined Tax-Free Zone

Legal representative or person in charge: Robert Huang

2. Party B:

Name: Henry Xiang

Domicile Address: No. 57 Lunzhuang East Lane Shu-Chan District, Shu-Chen City, Shuzhou Providence

Resident Identity Card Number: 321302198906268857

3. Employment contract duration:

3.1 This contract is effective from July 5, 2011 to July 5, 2014.

3.2 Party B shall pass said probation period, in accordance with law provisions, but the probation period may not exceed 6 months. Party A shall assess Party B during the probation period and Party B shall become a permanent employee after assessment. If Party B, during the probation period does not meet the employment conditions, Party A shall explain to Party B the reason for the termination of employment contract.

4. Work scope and work place:

4.1 Party B shall, in accordance with the requirements of Party A, after consultations, shall be employed as Assistant Worker. Party A shall evaluate Party B in accordance with operational needs and performance, and in reasonable good faith, Party A may reassign Party B's employment, and Party B agrees to Party A's arrangement.

4.2 Party A's arrangement of Party B employment requirement and scope shall

comply with labor standards and national laws and regulations, and also Party A's established publicized rules and regulations. Party B shall fulfill obligations in accordance with the contents of Party A's work arrangements and prescribed work on time to satisfy the quality requirements.

4.3 Party B's workplace shall be in Kunshan City, Jiangsu Province, No. 168, First Avenue, Kunshan Combined Tax-Free Zone, Party A may change Party B's work location in accordance with Party A's need under the principle of good faith.

5. Working hours, vacation.

5.1 Party A shall implement the national system of working hours, and both parties shall reach a consensus in terms of working hours and rest, with an average of 40 hours per week:

5.2 Party A shall strictly comply with the statutory working hours, regulate overtime, guarantee Party B adequate rest and pay for overtime work. Party A shall reach a consensus with Party B in which Party B shall be given time off or overtime pay wages, and any annual leave shall involve changes in shifts.

5.3 Party A's paid annual leave shall be made in accordance with regulations for Party B's arrangement for paid annual leave.

6. Compensation

Party A shall pay wages to Party B at least once a month in the form of legal currency, and shall not be unreasonably withheld or delay payment of wages. Party B shall provide normal working hours of labor, and wages paid by Party A to Party B shall not be less than the local minimum wage standard.

6.1 Party A shall guarantee that monthly salary shall be disbursed on the 10th of each month.

6.2 Party B's probation base salary is \$1,140 per month.

6.3 As agreed to by both parties, Party B's basic salary is \$1,140 per month. After adjusting its wage salary and bonus payments based on internal staff management practices, the pay for performance appraisal shall be determined in accordance with the internal allocation based on job performance of Party B.

6.4 Party A, in accordance to business efficiency, the local government announced wage guidelines, guidance wage levels, shall reasonably raise wages for Party B. Party B's wage growth shall be determined in accordance with individual job performance.

6.5 Party B's overtime shall be determined using the basic salary as the base unit.

6.6 Party A shall not be obligated to pay basic salary and performance pay to Party B during Party B's personal leave period.

7. Insurance

7.1 Both parties shall be insured and promptly pay insurance fees. By law Party B's fees shall be deducted from the wages of Party B by Party A.

7.2 Party A shall publicize Party B's payment of insurance. Party B has the right to inquire the status of insurance and Party A shall provide explanation.

7.3 If an accident occurs to Party B, Party A shall be responsible for timely treatment, or provide assistance and within the specified time, report to the labor and social security administrative departments for injury claim. Party B shall be given the work injury medical treatment as necessary.

8. Labor protection, working conditions and protection against occupational hazards

8.1 Party A shall inform Party B regarding possible occupational hazards, and shall conduct occupational safety and health education to prevent accidents and reduce occupational hazards.

8.2 Party A shall comply with state regulations to provide the necessary occupational safety articles. If Party B engages in hazardous work, then Party A shall arrange to have Party B periodically conduct health checks.

8.3 Party B shall strictly comply with the safety rules. Party B has the right to refuse illegal command given by Party A's managers in forcing dangerous operations.

8.4 Party A shall, in accordance with the national provisions of women and young workers provide protection to Party B.

8.5 For Party B's illness or work related injury, Party A shall implement the treatment period in accordance to the national regulations.

9. Labor discipline

Party A's labor discipline rules shall comply with the existing rules and regulations and announced to Party B and Party B shall comply.

9.2 Party B shall comply with Party A's internal regulations (including those set before reporting for duty) and Party A's instructions and relevant national laws to perform its duties, and shall endeavor to protect Party A's interests, and shall not engage in any adverse work or activity to Party A.

9.3 Party B shall faithfully fulfill the obligations of the Party A and shall not have a third party to perform the tasks on its behalf.

9.4 During the period of the existence of a contract, without the prior written consent of Party A, Party B shall not, work for others at the same time, or delegate, advise or engage in other part-time behavior to impede its performance and duties, nor may Party B engage in business or project similar to business of Party A.

9.5 If Party B violates the terms aforementioned terms Party A may request damages arising from the breach as compensation. Party B's total derived benefits for the period in violation shall be the minimum amount of damages incurred.

9.6 Party A may request Party B that within a certain period (not to exceed two years), to refrain from engaging in, or operate in direct competition with the Party A's line of business. Party A shall notify Party B in writing in such an event, and the two parties should agree to the amount of liquidated damages.

9.7 If when Party B executed this agreement and results in damages to Party A's lives, property, or health. Party B shall accept Party A's proposed remedy in accordance with the law.

10. Training

10.1 Party B shall within the contract period accept the Party A's training and be ready to accept the Party A's assessment.

10.2 If Party B accept Party A's fund for educational training (including domestic and foreign training), Party B shall extend the service period by the length of the educational training. Both parties shall enter into an agreement for that purpose. If there is no agreement, Party B shall extend the work period by five times the training period. If Party B is dismissed or quits in the post-training period of the service, Party B shall repay Party A's losses in accordance with Section 12.1 and Section 17.4.

11. Cancellation and termination of employment contracts

11.1 Party A and Party B agree that a consensus by the parties may terminate this contract.

11.2 Party B may terminate this agreement by giving Party A thirty day advance written notice. Party B may terminate the contract with three-day advance notice before the probationary period ends.

11.3 Party A may terminate the agreement if Party B is under the following circumstances:

11.3.1 If Party B does not meet the conditions for employment during the probation period;

11.3.2 If Party B commits a serious violation of Party A's rules and regulations;

11.3.3 If Party B commits gross negligence, malpractice, causing significant damage to Party A;

11.3.4 If Party B has a working relationship concurrently with other employers, which impacts the completion of the Party A's tasks, or refuses to correct proposals by Party A;

11.3.5 If Party B commits fraud, or use coercion on another party or change the employment contract or distort the contract's true meaning;

11.3.6 If Party B were investigated for criminal violations.

11.4 Notwithstanding the foregoing, Party A may give a 30 days of notice to Party B in writing, or pay Party B one month's salary, then Party A may terminate this agreement:

11.4.1 If Party B has illness or suffers a non-work related injury; after completion of medical treatment is not able to do his original work or in another work as arranged by the Party A;

11.4.2 If Party B is cannot complete the work after training or adjustment in work position;

11.4.3. Major changes occurred after the labor was drafted, so that the original labor contract cannot be fulfilled by the parties. The parties cannot come to an agreement on amending the employment contract.

11.5 Under any of the following circumstances, this agreement shall terminate:

11.5.1 When the agreement expires;

11.5.2 When the parties have agreed to terminate upon meeting certain contractual conditions;

11.5.3 When Party B began to enjoy the certain retirement-age insurance benefits;

11.5.4 When Party B dies, or is legally declared dead;

11.5.5 As result of laws and administrative regulations.

12. Effect of Termination

12.1 For rescission or termination of this contract, Party B need to compensate Party A:

12.1.1 Unless otherwise provided by law, if after the probation period, Party B desires to terminate this contract, Party B shall give Party A thirty days written notice. If Party B causes Party A economic losses then Party B shall be liable for damages according to the law.

12.1.2 If Party B accepts the Party A's fund for training and signs the training contract, at which point Party B fails to perform, then Party B shall be required to compensate for Party A's losses.

12.1.3 Section 10, 11, 12, and Annex I, Annex II shall remain effective after the termination of this contract. All other existing rights or obligations remain unaffected.

12.2 Party A is not required to compensate Party B under the following circumstances:

12.2.1 Party B does not meet the conditions for employment during the probation period;

12.2.2 Party B's violation of Party A's rules and are dismissed or expelled;

12.2.3 Party B has been sentenced by the court.

12.3 If this agreement is terminated, Party B is not required to compensate Party A under the following circumstances:

12.3.1 By illegal restriction of personal freedom by means of forced labor;

12.3.2 If Party A fails to pay wage;

12.3.3 Party B's voluntarily resignation with the consent of Party A.

12.4 Upon termination of the parties' relationship, Party B shall follow Party A's internal rules for the transfer process, and shall not request additional compensation and other fees.

13. No Infringement

13.1 Party B agrees that during the period of employment that all creation is his own and Party B shall not infringe the intellectual property of others, and at the same time agrees to respect the intellectual property of others.

13.2 Party B agrees to use only legal software during period of employment and shall be provided legal software. Party B shall not knowingly bring illegal software to the work place, if discovered shall be confiscated and punished accordingly. If Party B violates any intellectual property rights Party B shall borne all legal liability.

14. Contract renewal

Before the contract expires, Party A will issue a notice of intention to renew the contract. If Party B chooses not to renew the contract after receiving the notification within the specified time, the contract shall be deemed automatically terminated.

15. Governing Law

Party A and Party B agree to abide by the terms of the contract. For terms not specified in the contract, Party A's internal regulation or the relevant laws shall govern. If Party A's regulations are unclear then the issue shall be governed by Labor Contract Law, Labor Law and the relevant legal provisions. The contract shall be governed by the laws of the People's Republic of China.

16. Special arrangements

16.1 Party's A internal rules and regulations and this contract shall be legally binding.

16.2 A separate service and training agreement signed by both parties shall have the same legal effect as this contract.

16.3 Party A's shall pay damages in accordance with the Labor Law in the event of a breach.

16.4 If Party B breaches by non-performance of the contract, then Party B shall be required to compensate Party A for training costs and economic losses.

17. Labor dispute

Labor dispute shall be resolved through settlement talks. If either party is unwilling to settle or if settlement fails, the parties may enter into labor dispute mediation committee for mediation. If mediation fails, one can further apply to the labor dispute arbitration committee for arbitration. Both parties may also approach the labor dispute arbitration committee for arbitration. The party requesting

arbitration shall initiate a written application within sixty days to the labor dispute arbitration committee. The party disputing the arbitration results may file a lawsuit in the people's court within fifteen days from the date of receipt of the written arbitration award.

18. Other Arrangements

Wistron InfoComm (Kunshan) Co., Ltd. is a part of the Wistron Group, and has the same legal status as a subsidiary as Wei Chi InfoComm (Kunshan) Co., Ltd. , Wei Hsin InfoComm (Kunshan) Co., Ltd. , Wei Teng Technology service (Kunshan) Co., Ltd. Kunshan Wei Long computer Technology services Limited , SZWISI Optronics (Kunshan) Co., Ltd. , Wei Yun Advanced Materials (Kunshan) Co., Ltd. Kunshan Wei Cong digital Technology Co., Ltd. Kunshan Wei, which are all deemed to be Party A . Party A may make adjustment in Party B's employment within any of the foregoing subsidiaries under the principles of good faith and the terms of the contract remain effective.

Annex I, Annex II, and other written agreement shall be incorporated by reference and be given the same legal effect as this contract.

19. Miscellaneous

19.1 During contract period, if Party B changes domicile address or mailing addresses, contact information and other changes, Party B shall promptly notify Party A of the changes in order to facilitate communication.

19.2 Matters not addressed by the contract matters shall be resolved according to the relevant national regulations. If there are no national regulations on point, then the two parties shall settle through mediation.

19.3 This contract shall not be changed or altered.

19.4 The contract may be signed in duplicate, giving each duplicate copy the same legal effect. Each party shall retain a copy of the contract.

Party A (Seal):

Party B Signature: Henry Xiang

Legal representative or agent:

ID number: 321302198906268857

Address: No. 168, First Avenue

Address: No. 57 Lunzhuag East Lane
Shu-Chan District, Shu-Chen City,
Shuzhou Providence

Kunshan Combined Tax-Free Zone

Date signed:

Date signed: July 5, 2011

Changes in the contract records

By mutual consent this employment contract signed as of date are changed as follow:

Party A (Seal):

Party B Signature:

Legal representative or agent

Date signed:

Date signed:

Annex I - Confidentiality Agreement

1. In this contract the meaning of "confidential information" refers to the period of Party B's employment, whereby Party B uses of Party A's facilities, resources or due to the nature of his position, either directly or indirectly, receives or is knowledgeable regarding the creation or development of information; or is in contact with information that are labeled as "confidential" or other similar legend, whether or not if such information is in writing, or has been completed or is in the process of applying for patents or other intellectual properties, such as data from:
 - (1) manufacturing, marketing, purchasing, pricing, valuation, human resources and finances, information or communications, existing and potential customers and their needs, employees, customers, suppliers, distributors, and other information relating to business activities of Party A.
 - (2) computer programs and all related information.
 - (3) concept, discovery or ideas conceived. For example, results of research and development programs, procedures, formulas, inventions, and computer-related equipment or knowledge, skills, expertise, design, drawings, and technical papers.
 - (4) other relevant information or other activities of the Party A which is not generally knowledgeable unless to those engaged in similar businesses or activities.
 - (5) ideas derived from knowledge of the aforementioned materials or information.
2. Party B, during the term of this contract, shall not use his/her position in Party A's employment to receive the benefits of any suppliers or customers, nor use his position or status to seek benefits from such third parties. Party B or its family may not participate in activity may be pose to a conflict of interest or compete with Party A or Party A's customers. Party B shall ensure that all of Party A's confidential information remain confidential and shall not disclose them without the prior written consent of Party A or unless such information is disclosed during the proper performance of Party B's duties. Party B shall not inform, transfer or in any way disclose confidential information to third parties or released them to the public, or use or make use of the information for himself or third parties, effective even after leaving his position. If Party B leaks Party A's trade secrets to any third party, all proceeds from such benefit shall be returned to Party A, and Party B shall, in accordance with Article 7, pay for punitive damages and compensate Party A for all other damages incurred. Additionally, with respect to Party B, Party A may terminate all valid and existing contracts immediately.
3. Party B shall not use confidential information from his former employers or

other information from third parties without proper written authorization.

Party B shall not use any confidential information belonging exclusively to Party B's former employer or from other unauthorized sources. Party B guarantees not to disclose confidential information of others for Party A's use.

4. When receiving confidential information of others, Party B shall inform Party A's relevant personnel, and shall treat such confidential information in accordance with the confidentiality provisions as agreed to by Party A and the third party.
5. When Party A's confidential information is made publicly available, Party B confidentiality obligations shall terminate accordingly.
6. Before commencing employment, Party B shall disclose to Party A the existence of any documents which may prevent Party B from fulfilling the duties or obligations of this contract as well as Party A's confidentiality agreement. Party B shall memorialize such arrangement in accordance with Article 17 Special Arrangement. Otherwise Party B shall completely fulfill the terms of this confidential agreement and the terms of the employment contract.
7. In addition to the legal effect in the event of breach as agreed by the parties, if Party B breaches any of the above covenants, then Party B shall be liable for legal obligations. Party A may dismiss Party B immediately in accordance with this contract in addition to pursuing other remedies for breach. Party B is also liable to Party A the equivalent to three months' pay as punitive damages for such breach in addition to be liable for all damages suffered by the Party A and other loss of benefits (including, but is not limited to, attorneys' fees and other litigation costs).

Annex II of Intellectual Property Rights

1. Party A retains exclusive ownership to any of Party B's inventions created during the course of employment which includes any engineering, product design, drawings and description, computer software, maps and other copyrighted work. Unless otherwise provided by law, all ownership shall belong to Party A; Party B is entitled to authorship for the work. Without the written consent of Party A, Party B shall not use or permit others to use the work during the copy protection term of such work.
2. Party A retains exclusive ownership or the right to file patent to any inventions Party B created as the result of task completion for Party A or for which Party B primarily utilize Party A's material and technical resources. For a period of one year after the termination or expiration of this agreement, Party A retains exclusive ownership of Party B's invention, design, or other intellectual property (made individually or in conjunction with others) that relate to Party A's main business areas.
3. Party B's use of Party A's information or equipment which result in complete invention, design, discovery or intellectual property (whether made individually or in conjunction with others) and any modification or improvement thereof, Party A shall retain exclusive ownership regardless of whether such inventions meet the patentability requirement under the patent laws of the People's Republic of China.
4. Copyright and patents shall be governed by the preceding three provisions. In addition, Party A owns any rights to any Party B's creation of intellectual property or technical knowledge which relates to Party A's main business areas and development during course Party B's employment.
5. With regards to any intellectual properties or technical knowledge conceived, Party B shall promptly inform Party A and assist Party A to complete the application or registration to perfect such intellectual property rights as necessary.

纬创资通(昆山)有限公司

劳 动 合 同

员工代号 K110775 (N30RK2)

员工姓名 李国福

纬创资通（昆山）有限公司（以下简称甲方）同意聘请 李国福 先生/小姐（以下简称乙方）在甲方任职，乙方亦同意为甲方服务，经双方协议于 2011 年 7 月 5 日（报到日）依据《中华人民共和国劳动法》、《中华人民共和国合同法》、《江苏省劳动合同条例》及有关法律、法规的规定，双方遵循“合法、公平公正、平等自愿、协商一致、诚实信用”的原则，签订本合同：

一、甲方：

甲方住所：昆山综合保税区第一大道168号

法定代表人或负责人：黄柏涛

二、乙方：

姓名：李国福

户籍所在地址：安徽省东至县殷岭乡三河村女寨组15号

居民身份证号码：341122198706162618

三、劳动合同期限：

1. 本合同自 2011 年 7 月 5 日起至 2014 年 7 月 5 日止。

2. 乙方之试用期间依法令规定，但试用期不得超过 6 个月；甲方得于乙方试用期内办理试用考核，经考核合格后转正。乙方在试用期间考核不符合录用条件的，甲方可向乙方说明理由后解除劳动合同。

四、工作内容和工作地点：

1. 乙方根据甲方要求，经过协商，从事 AOI 工作。甲方可根据工作需要和对乙方业绩的考核结果，按照合理诚信原则，可依法变动乙方的工作岗位，乙方服从甲方的安排。

2. 甲方安排乙方所从事的工作内容及要求，应当符合国家法律法规规定的劳动基准和甲方依法制订的并已公示的规章制度。乙方应当按照甲方安排的工作内容及要求履行劳动义务，按时完成规定的工作数量，达到规定的质量要求。

3. 乙方工作地点为江苏省昆山市综合保税区第一大道168号，甲方可根据工作需要和乙方协商后，按照合理诚信原则，变动乙方的工作地点，乙方服从甲方的安排。

五、工作时间和休息休假。

1. 甲方实行国家规定的工作时间制度，双方在工作时间和休息方面协商一致，平均每周工作四十小时；

2. 甲方严格遵守法定的工作时间，控制加班加点，保证乙方的休息与身心健康，甲方因工作需要必须安排乙方加班加点的，应与乙方协商同意，依法给予乙方补休或支付加班加点工资、返乡探亲或以调班方式处理。

3. 甲方依职工带薪年休假条例为乙方安排带薪年假。

六、劳动报酬

甲方应当每月至少一次以货币形式支付乙方工资，不得克扣或者无故拖欠乙方的工资。乙方在法定工作时间内提供了正常劳动，甲方向乙方支付的工资不得低于当地最低工资标准。

1. 甲方承诺每月十日为发薪日。

2. 乙方在试用期内的基本薪资为每月 1140 元。

3. 经甲乙双方协商一致，甲方对乙方实行基本薪资和绩效工资相结合的内部工资分配办法，乙方的基本薪资确定为每月 1140 元，以后根据内部员工薪资奖金给付管理办法调整其工资；绩效工资根据乙方的工作业绩、劳动成果和实际贡献按照内部分配办法考核确定。

4. 甲方根据企业经营效益、当地政府公布的工资指导线、工资指导价位等，合理提高乙方工资。乙方的工资增长按照个人工作绩效表现确定。

5. 乙方加班费，以双方经过协商确定的基本薪资为基数计算。

6. 乙方事假期间，甲方均不给付基本薪资和绩效工资。

七. 社会保险

1. 双方依法参加社会保险, 按时缴纳各项社会保险费, 其中依法应由乙方缴纳的部分, 由甲方从乙方工资报酬中代扣代缴。

2. 甲方应当将为乙方缴纳各项社会保险费的情况公示, 乙方有权向甲方查询其各项社会保险的缴费情况, 甲方应当提供帮助。

3. 如乙方发生工伤事故, 甲方应负责及时救治, 或提供可能的帮助, 并在规定时间内, 向劳动保障行政部门提出工伤认定申请, 为乙方依法办理劳动能力鉴定, 并为享受工伤医疗待遇履行必要的义务。

八. 劳动保护、劳动条件和职业危害防护

1. 甲方对可能产生职业病危害的岗位, 应当向乙方履行如实告知的义务, 并对乙方进行劳动安全卫生教育, 防止劳动过程中的事故, 减少职业危害。

2. 甲方必须为乙方提供符合国家规定的劳动安全卫生条件和必要的劳动防护用品, 安排乙方从事有职业危害作业的, 应定期为乙方进行健康检查。

3. 乙方在劳动过程中必须严格遵守安全操作规程。乙方对甲方管理人员违章指挥、强令冒险作业, 有权拒绝执行。

4. 甲方按照国家关于女职工、未成年工的特殊保护规定, 对乙方提供保护。

5. 乙方患病或非因工负伤的, 甲方应当执行国家关于医疗期的规定。

九. 劳动纪律

1. 甲方制定的劳动纪律及公司规章制度应当符合法律、法规、政策的规定, 履行民主程序并向乙方公示, 乙方遵照执行。

2. 乙方应依甲方指派之职务, 遵守甲方内部规章(包括到职前订定者)、甲方之指示及国家相关法令执行职务, 并应尽力保护甲方之利益, 不得从事任何不利甲方之工作或活动。

3. 乙方应亲自并忠诚地履行对甲方应尽之义务, 不得由第三者代为履行。

4. 于本合同存续期间内, 未经甲方事前书面同意, 乙方不得同时为他人之受雇人, 受任人、顾问或其它有碍乙方履行职务之兼职行为, 亦不得为自己或他人从事或经营与甲方营业项目相同或类似之事业; 乙方以自己或他人名义投资前述事业, 而对该事业具有经营决定权或有妨碍甲方营业之虞者, 亦同。

5. 乙方违反本合同上述条款约定者, 甲方得请求乙方因违约行为所得之利益, 作为对甲方之损害赔偿, 并以乙方违反期间所受之报酬总额为最低损害赔偿数额。

6. 甲方有权要求乙方于一定期限内(不超过二年), 不得为自己或第三人从事或经营与甲方直接竞争之行业。甲方为前述事项要求时, 应以书面通知乙方, 双方并得约定违约金之数额。

7. 乙方执行合同时, 因乙方的原因, 造成甲方或其它人员财物、生命、健康上的损害, 乙方应接受甲方依法所作出之处理。

十. 劳动合同解除和终止

1. 甲方与乙方协商一致, 可以解除劳动合同。

2. 乙方提前三十日以书面形式通知甲方, 可以解除劳动合同。乙方在试用期内提前三日通知甲方, 可以解除劳动合同。

3. 乙方有下列情形之一的, 甲方可以解除劳动合同:

1). 在试用期间被证明不符合录用条件的;

2). 严重违反甲方的规章制度的;

3). 严重失职、营私舞弊, 给甲方造成重大损害的;

4). 乙方同时与其它用人单位建立劳动关系, 对完成甲方的工作任务造成严重影响, 或者经甲方提出, 拒不改正的;

5). 以欺诈、胁迫的手段或者乘人之危, 使对方在违背真实意思的情况下订立或者变更劳动合同的;

6). 被依法追究刑事责任的。

4. 有下列情形之一的，甲方提前三十日以书面形式通知乙方本人或者额外支付乙方一个月工资后，可以解除劳动合同：

1). 乙方患病或者非因工负伤，医疗期满后，不能从事原工作也不能从事由甲方另行安排的工作的；

2). 乙方不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；

3). 劳动合同订立时所依据的客观情况发生重大变化，致使原劳动合同无法履行，经当事人协商不能就变更劳动合同达成协议的。

5. 有下列情形之一的，劳动合同终止：

1). 劳动合同期满的；

2). 当事人约定的劳动合同终止条件出现的；

3). 乙方开始依法享受基本养老保险待遇的；

4). 乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；

5). 法律、行政法规规定的其它情形。

十一. 解除劳动合同之责任

1. 解除或终止本合同，乙方需要赔偿甲方者：

1). 除法令另有规定外，乙方于试用期满后如欲终止本合同，应于三十日前以书面通知甲方。若造成甲方经济损失的，应当依法承担赔偿责任。

2). 乙方接受甲方出资培训，双方签订的培训合同或乙方经甲方办理工作、户籍调动而签订的调动合同或应届毕业生调动/接收合同书均属本合同的附件，乙方如无故不履行合同，应按规定赔偿甲方损失。

3). 本合同终止后，第十、十一、十二条及附件一、附件二之规定仍继续有效，其它既存之权利或义务不受影响。

2. 甲方在下列情况下解除本合同不需对乙方补偿：

1). 在试用期间被证明不符合录用条件的；

2). 违反甲方有关规定，应予辞退、开除的；

3). 乙方被判刑或劳动教养。

3. 乙方在下列情况下解除本合同不需向甲方赔偿：

1). 被非法限制人身自由的手段强迫劳动的；

2). 未按照劳动合同约定支付劳动报酬或者提供劳动条件的；

3). 乙方自请辞职，并经甲方同意者。

4. 双方劳动关系终止时，乙方应依甲方内部规章办理移交程序，就移交程序继续提供之劳务，且不得向甲方请求报酬或其它费用。

十二. 侵害禁止

1. 乙方同意于受雇期间所为之一切创作，均由其自行创作，不侵害他人之知识产权，并同意尊重他人之知识产权。

2. 乙方同意于受雇期间应使用甲方所提供之合法版本软体，在职务上所使用之电脑软件均应为合法版本，明知为非法之软体，应不得携至工作处所，一经发现则予以没收，接受厂纪处分外，乙方如有违反知识产权，应自行负担一切法律责任。

十三. 合同续订

合同期满前，甲方会发出通知乙方续订合同之意向。如乙方收到通知在指定时间内不与公司续约，则视为本合同自动终止。

十四. 准据法

对于甲乙双方之权利义务，本合同有明文约定者依本合同之约定；本合同未约定者，以甲方说明或内部依法制定的各种相关规章作为补充条款；甲方规章不明时，依劳动合同法、劳动法及相关法令之规定。本合同以中华人民共和国法律为准据法。

十五. 双方特别约定事项:

1. 甲方公司的规章制度与本合同具有同等法律效力。
2. 甲乙双方另行签定的服务及培训协议与本合同具有相同法律效力。
3. 甲方违约者, 接受劳动法规定赔偿。
4. 乙方违约不履行本合同, 应按规定赔偿甲方为其支付的培训费 and 经济损失。

十六. 劳动争议

甲乙双方因履行本合同发生劳动争议, 可以协商解决。不愿协商或者协商不成的, 可以向本单位劳动争议调解委员会申请调解; 调解不成的, 可以向劳动争议仲裁委员会申请仲裁。甲乙双方也可以直接向劳动争议仲裁委员会申请仲裁。提出仲裁要求的一方应当自劳动争议发生之日起六十日内向劳动争议仲裁委员会提出书面申请。对仲裁裁决不服的, 可以自收到仲裁裁决书之日起十五日内向人民法院提起诉讼。

十七. 其它约定

纬创资通(昆山)有限公司、隶属纬创集团, 与具有相同法定代理人或负责人之关系企业纬智资通(昆山)有限公司、纬新资通(昆山)有限公司、纬腾技术服务(昆山)有限公司、昆山纬隆电脑技术服务有限公司等, 皆视同甲方, 甲方可根据工作需要, 按照合理诚信、协商一致原则, 变动乙方的工作岗位及隶属公司, 本合同持续有效。

附件一、附件二, 及其它双方另行约定之书面协议, 与本合同具有同等效力。

十八. 其它事项

1. 劳动合同期内, 乙方户籍所在地址、现居住(通讯)地址、联系方式等发生变化, 应当及时告知甲方, 以便于联系。
2. 本合同未尽事宜, 均按国家有关规定执行, 国家没有规定的, 通过双方平等协商解决。
3. 本合同不得涂改。
4. 本合同一式二份, 具有同等法律效力, 甲、乙双方各执一份。

甲方(盖章):

乙方签名盖章: 李国瑞

法定代表人或委托代理人:

身份证字号: 341122198706162618

地址: 江苏省昆山市综合保税区

地址: 安徽省阜阳市颍上县三义村龙寨组15号

第一大道168号

签订日期: _____ 年 ____ 月 ____ 日

2011 年 7 月 5 日

劳动合同变更记录

经双方协商同意, 对 _____ 年 ____ 月 ____ 日签订的劳动合同作如下变更:

甲方(盖章):

乙方签名盖章:

法定代表人或委托代理人:

签订日期: _____ 年 ____ 月 ____ 日

_____ 年 ____ 月 ____ 日

附件一 保 密

1.本合同所指【机密资料】指乙方受雇期间内，因使用甲方之设备、资源或因职务之关系，直接或间接收受、接触、知悉、构思、创作或开发之资料；或标示【机密】或其它类似文字或经宣示为机密的，不论其是否以书面为之、是否已完成，亦不问是否可申请、登记专利权或其它知识产权等，例如：

(1) 生产、行销、采购、定价、估价、人力资源与财务之技巧、资料或通讯、现有及潜在顾客之名单及其需求，甲方之受雇人、顾客、供应商、经销商之资料，以及其它与甲方营业活动及方式有关之资料。

(2) 电脑程序以及所有相关之资料。

(3) 发现、概念及构想，例如研究及发展计划之特色及结果、程序、公式、发明以及与电脑有关之设备或知识、技术、专门技术、设计、构图及说明书。

(4) 其它有关甲方之营业或其它活动之事物或资料，且非一般从事类似事业或活动之人所知悉者。

(5) 由于接触或知悉上述各项资料或资讯，因而衍生之一切构想。

2.乙方对甲方之机密资料应保持其机密性，非经甲方事前书面同意或依乙方职务之正当履行，不得交付、告知、移转或以任何方式向第三人揭露或对外发表，亦不得为自己或第三人使用或利用之，离职后亦同。

3.非经乙方前雇主或他人之书面授权，乙方就其在甲方之职务行为，绝不引用或使用任何专属于乙方前雇主或他人之机密资料；乙方并保证不将他人之机密资料揭露予甲方使用。

4.乙方因职务收到他人之机密资料时，应告知甲方相关主管人员，对该他人之机密资料并应依照该他人与甲方约定之保密规定及本合同之规定履行。

5.甲方或机密资料之所有人对外公开其所有之机密资料时，乙方始解除该机密资料之保密义务。

6.乙方于受雇于甲方前如有签署任何文件，致其无法履行劳动合同及保密义务时，应于签订本合同同时告知甲方，并以书面记录于双方特别约定事项内第十五条规定之，否则乙方即应完全并确实依本合同及保密约定履行其义务。

7.乙方若违反任一上述约款，除自行负担一切法律责任外，对于甲方因此所受之损害及所失利益(包括但不限于律师费或其它诉讼费用)亦负赔偿责任。

附件二 知识产权

1.乙方于受雇期间，为完成甲方工作任务所创作的作品，主要利用甲方物质技术条件创作，并由甲方承担责任的工程设计、产品设计图纸及其说明、计算机软件、地图等职务作品的著作权，除法令另有规定外，由甲方享有。

2.乙方为完成甲方工作任务或者主要是利用甲方的物质技术条件所完成的发明创造为职务发明创造，对该职务发明创造，甲方享有专利申请权或专利权。

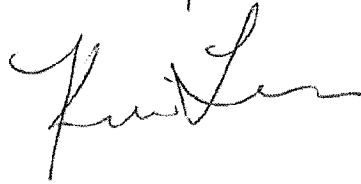
3.除著作、专利权之归属依前二项规定外，乙方于受雇期间，对与职务或甲方业务有关所研究、发展、获得或创作之知识产权或技术知识，均以甲方为权利人。

4.乙方一有本条之知识产权或技术知识应即告知甲方，并应无偿协助甲方完成申请、登记或其它保全权利之相关程序。

Wistron InfoComm (Kunshan) Co., Ltd.

Employment Agreement

Employee Number K1107755 (N30RK2)

Translated by: Kueifong Lee


Employee Name Tony T Li

Wistron InfoComm (Kunshan) Co., Ltd. (hereinafter referred to as Party A) agreed to employ Mr./Ms. Tony T Li (hereinafter referred to as Party B) and Party B has agreed to such employment. Upon mutual agreement dated July 5, 2011 (Registration Date) and in accordance with People's Republic of China Labor Contract Law, the provisions of relevant laws and regulations, Labor Contract Regulations of Jiangsu Province, and the People's Republic of China Labor Law, both parties agree to follow the legal, fair principles of justice, equality, consensus, good faith, in the signing of this agreement:

1. Party A :

Party A Residence: No. 168, First Avenue, Kunshan Combined Tax-Free Zone

Legal representative or person in charge: Robert Huang

2. Party B:

Name: Tony T Li

Domicile Address: No. 15 Longwo Zhu, Shanhan Villiage, Dushan Township, Anlai County, Shuzhou City, Anhui Providence

Resident Identity Card Number: 341122198706162618

3. Employment contract duration:

3.1 This contract is effective from July 5, 2011 to July 5, 2014.

3.2 Party B shall pass said probation period, in accordance with law provisions, but the probation period may not exceed 6 months. Party A shall assess Party B during the probation period and Party B shall become a permanent employee after assessment. If Party B, during the probation period does not meet the employment conditions, Party A shall explain to Party B the reason for the termination of employment contract.

4. Work scope and work place :

4.1 Party B shall, in accordance with the requirements of Party A, after consultations, shall be employed as Assistant Worker. Party A shall evaluate Party B in accordance with operational needs and performance, and in reasonable good faith, Party A may reassign Party B's employment, and Party B agrees to Party A's arrangement.

4.2 Party A's arrangement of Party B employment requirement and scope shall

comply with labor standards and national laws and regulations, and also Party A's established publicized rules and regulations. Party B shall fulfill obligations in accordance with the contents of Party A's work arrangements and prescribed work on time to satisfy the quality requirements:

4.3 Party B's workplace shall be in Kunshan City, Jiangsu Province, No. 168, First Avenue, Kunshan Combined Tax-Free Zone, Party A may change Party B's work location in accordance with Party A's need under the principle of good faith.

5. Working hours, vacation.

5.1 Party A shall implement the national system of working hours, and both parties shall reach a consensus in terms of working hours and rest, with an average of 40 hours per week:

5.2 Party A shall strictly comply with the statutory working hours, regulate overtime, guarantee Party B adequate rest and pay for overtime work. Party A shall reach a consensus with Party B in which Party B shall be given time off or overtime pay wages, and any annual leave shall involve changes in shifts.

5.3 Party A's paid annual leave shall be made in accordance with regulations for Party B's arrangement for paid annual leave.

6. Compensation

Party A shall pay wages to Party B at least once a month in the form of legal currency, and shall not be unreasonably withheld or delay payment of wages. Party B shall provide normal working hours of labor, and wages paid by Party A to Party B shall not be less than the local minimum wage standard.

6.1 Party A shall guarantee that monthly salary shall be disbursed on the 10th of each month.

6.2 Party B's probation base salary is \$1,140 per month.

6.3 As agreed to by both parties, Party B's basic salary is \$1,140 per month. After adjusting its wage salary and bonus payments based on internal staff management practices, the pay for performance appraisal shall be determined in accordance with the internal allocation based on job performance of Party B.

6.4 Party A, in accordance to business efficiency, the local government announced wage guidelines, guidance wage levels, shall reasonably raise wages for Party B. Party B's wage growth shall be determined in accordance with individual job performance.

6.5 Party B's overtime shall be determined using the basic salary as the base unit.

6.6 Party A shall not be obligated to pay basic salary and performance pay to Party B during Party B's personal leave period.

7. Insurance

7.1 Both parties shall be insured and promptly pay insurance fees. By law Party B's fees shall be deducted from the wages of Party B by Party A.

7.2 Party A shall publicize Party B's payment of insurance. Party B has the right to inquire the status of insurance and Party A shall provide explanation.

7.3 If an accident occurs to Party B, Party A shall be responsible for timely treatment, or provide assistance and within the specified time, report to the labor and social security administrative departments for injury claim. Party B shall be given the work injury medical treatment as necessary.

8. Labor protection, working conditions and protection against occupational hazards

8.1 Party A shall inform Party B regarding possible occupational hazards, and shall conduct occupational safety and health education to prevent accidents and reduce occupational hazards.

8.2 Party A shall comply with state regulations to provide the necessary occupational safety articles. If Party B engages in hazardous work, then Party A shall arrange to have Party B periodically conduct health checks.

8.3 Party B shall strictly comply with the safety rules. Party B has the right to refuse illegal command given by Party A's managers in forcing dangerous operations.

8.4 Party A shall, in accordance with the national provisions of women and young workers provide protection to Party B.

8.5 For Party B's illness or work related injury, Party A shall implement the treatment period in accordance to the national regulations.

9. Labor discipline

Party A's labor discipline rules shall comply with the existing rules and regulations and announced to Party B and Party B shall comply.

9.2 Party B shall comply with Party A's internal regulations (including those set before reporting for duty) and Party A's instructions and relevant national laws to perform its duties, and shall endeavor to protect Party A's interests, and shall not engage in any adverse work or activity to Party A.

9.3 Party B shall faithfully fulfill the obligations of the Party A and shall not have a third party to perform the tasks on its behalf.

9.4 During the period of the existence of a contract, without the prior written consent of Party A, Party B shall not, work for others at the same time, or delegate, advise or engage in other part-time behavior to impede its performance and duties, nor may Party B engage in business or project similar to business of Party A.

9.5 If Party B violates the terms aforementioned terms Party A may request damages arising from the breach as compensation. Party B's total derived benefits for the period in violation shall be the minimum amount of damages incurred.

9.6 Party A may request Party B that within a certain period (not to exceed two years), to refrain from engaging in, or operate in direct competition with the Party A's line of business. Party A shall notify Party B in writing in such an event, and the two parties should agree to the amount of liquidated damages.

9.7 If when Party B executed this agreement and results in damages to Party A's lives, property, or health. Party B shall accept Party A's proposed remedy in accordance with the law.

10. Training

10.1 Party B shall within the contract period accept the Party A's training and be ready to accept the Party A's assessment.

10.2 If Party B accept Party A's fund for educational training (including domestic and foreign training), Party B shall extend the service period by the length of the educational training. Both parties shall enter into an agreement for that purpose. If there is no agreement, Party B shall extend the work period by five times the training period. If Party B is dismissed or quits in the post-training period of the service, Party B shall repay Party A's losses in accordance with Section 12.1 and Section 17.4.

11. Cancellation and termination of employment contracts

11.1 Party A and Party B agree that a consensus by the parties may terminate this contract.

11.2 Party B may terminate this agreement by giving Party A thirty day advance written notice. Party B may terminate the contract with three-day advance notice before the probationary period ends.

11.3 Party A may terminate the agreement if Party B is under the following circumstances:

11.3.1 If Party B does not meet the conditions for employment during the probation period;

11.3.2 If Party B commits a serious violation of Party A's rules and regulations;

11.3.3 If Party B commits gross negligence, malpractice, causing significant damage to Party A;

11.3.4 If Party B has a working relationship concurrently with other employers, which impacts the completion of the Party A's tasks, or refuses to correct proposals by Party A;

11.3.5 If Party B commits fraud, or use coercion on another party or change the employment contract or distort the contract's true meaning;

11.3.6 If Party B were investigated for criminal violations.

11.4 Notwithstanding the foregoing, Party A may give a 30 days of notice to Party B in writing, or pay Party B one month's salary, then Party A may terminate this agreement:

11.4.1 If Party B has illness or suffers a non-work related injury; after completion of medical treatment is not able to do his original work or in another work as arranged by the Party A;

11.4.2 If Party B is cannot complete the work after training or adjustment in work position;

11.4.3. Major changes occurred after the labor was drafted, so that the original labor contract cannot be fulfilled by the parties. The parties cannot come to an agreement on amending the employment contract.

11.5 Under any of the following circumstances, this agreement shall terminate:

11.5.1 When the agreement expires;

11.5.2 When the parties have agreed to terminate upon meeting certain contractual conditions;

11.5.3 When Party B began to enjoy the certain retirement-age insurance benefits;

11.5.4 When Party B dies, or is legally declared dead;

11.5.5 As result of laws and administrative regulations.

12. Effect of Termination

12.1 For rescission or termination of this contract, Party B need to compensate Party A:

12.1.1 Unless otherwise provided by law, if after the probation period, Party B desires to terminate this contract, Party B shall give Party A thirty days written notice. If Party B causes Party A economic losses then Party B shall be liable for damages according to the law.

12.1.2 If Party B accepts the Party A's fund for training and signs the training contract, at which point Party B fails to perform, then Party B shall be required to compensate for Party A's losses.

12.1.3 Section 10, 11, 12, and Annex I, Annex II shall remain effective after the termination of this contract. All other existing rights or obligations remain unaffected.

12.2 Party A is not required to compensate Party B under the following circumstances:

12.2.1 Party B does not meet the conditions for employment during the probation period;

12.2.2 Party B's violation of Party A's rules and are dismissed or expelled;

12.2.3 Party B has been sentenced by the court.

12.3 If this agreement is terminated, Party B is not required to compensate Party A under the following circumstances:

12.3.1 By illegal restriction of personal freedom by means of forced labor;

12.3.2 If Party A fails to pay wage;

12.3.3 Party B's voluntarily resignation with the consent of Party A.

12.4 Upon termination of the parties' relationship, Party B shall follow Party A's internal rules for the transfer process, and shall not request additional compensation and other fees.

13. No Infringement

13.1 Party B agrees that during the period of employment that all creation is his own and Party B shall not infringe the intellectual property of others, and at the same time agrees to respect the intellectual property of others.

13.2 Party B agrees to use only legal software during period of employment and shall be provided legal software. Party B shall not knowingly bring illegal software to the work place, if discovered shall be confiscated and punished accordingly. If Party B violates any intellectual property rights Party B shall bear all legal liability.

14. Contract renewal

Before the contract expires, Party A will issue a notice of intention to renew the contract. If Party B chooses not to renew the contract after receiving the notification within the specified time, the contract shall be deemed automatically terminated.

15. Governing Law

Party A and Party B agree to abide by the terms of the contract. For terms not specified in the contract, Party A's internal regulation or the relevant laws shall govern. If Party A's regulations are unclear then the issue shall be governed by Labor Contract Law, Labor Law and the relevant legal provisions. The contract shall be governed by the laws of the People's Republic of China.

16. Special arrangements

16.1 Party A's internal rules and regulations and this contract shall be legally binding.

16.2 A separate service and training agreement signed by both parties shall have the same legal effect as this contract.

16.3 Party A shall pay damages in accordance with the Labor Law in the event of a breach.

16.4 If Party B breaches by non-performance of the contract, then Party B shall be required to compensate Party A for training costs and economic losses.

17. Labor dispute

Labor dispute shall be resolved through settlement talks. If either party is unwilling to settle or if settlement fails, the parties may enter into labor dispute mediation committee for mediation. If mediation fails, one can further apply to the labor dispute arbitration committee for arbitration. Both parties may also approach the labor dispute arbitration committee for arbitration. The party requesting

arbitration shall initiate a written application within sixty days to the labor dispute arbitration committee. The party disputing the arbitration results may file a lawsuit in the people's court within fifteen days from the date of receipt of the written arbitration award.

18. Other Arrangements

Wistron InfoComm (Kunshan) Co., Ltd. is a part of the Wistron Group, and has the same legal status as a subsidiary as Wei Chi InfoComm (Kunshan) Co., Ltd. , Wei Hsin InfoComm (Kunshan) Co., Ltd. , Wei Teng Technology service (Kunshan) Co., Ltd. Kunshan Wei Long computer Technology services Limited , SZWISI Optronics (Kunshan) Co., Ltd. , Wei Yun Advanced Materials (Kunshan) Co., Ltd. Kunshan Wei Cong digital Technology Co., Ltd. Kunshan Wei, which are all deemed to be Party A . Party A may make adjustment in Party B's employment within any of the foregoing subsidiaries under the principles of good faith and the terms of the contract remain effective.

Annex I, Annex II, and other written agreement shall be incorporated by reference and be given the same legal effect as this contract.

19. Miscellaneous

19.1 During contract period, if Party B changes domicile address or mailing addresses, contact information and other changes, Party B shall promptly notify Party A of the changes in order to facilitate communication.

19.2 Matters not addressed by the contract matters shall be resolved according to the relevant national regulations. If there are no national regulations on point, then the two parties shall settle through mediation.

19.3 This contract shall not be changed or altered.

19.4 The contract may be signed in duplicate, giving each duplicate copy the same legal effect. Each party shall retain a copy of the contract.

Party A (Seal):

Party B Signature: Tony T Li

Legal representative or agent:

ID number: 341122198706162618

Address: No. 168, First Avenue

Address: No. 15 Longwo Zhu, Shanhan
Villiage, Dushan Township, Anlai County,
Shuzhou City, Anhui Providence

Kunshan Combined Tax-Free Zone

Date signed:

Date signed: July 5, 2011

Changes in the contract records

By mutual consent this employment contract signed as of date are changed as follow:

Party A (Seal):

Party B Signature:

Legal representative or agent

Date signed:

Date signed:

Annex I - Confidentiality Agreement

1. In this contract the meaning of "confidential information" refers to the period of Party B's employment, whereby Party B uses of Party A's facilities, resources or due to the nature of his position, either directly or indirectly, receives or is knowledgeable regarding the creation or development of information; or is in contact with information that are labeled as "confidential" or other similar legend, whether or not if such information is in writing, or has been completed or is in the process of applying for patents or other intellectual properties, such as data from:
 - (1) manufacturing, marketing, purchasing, pricing, valuation, human resources and finances, information or communications, existing and potential customers and their needs, employees, customers, suppliers, distributors, and other information relating to business activities of Party A.
 - (2) computer programs and all related information.
 - (3) concept, discovery or ideas conceived. For example, results of research and development programs, procedures, formulas, inventions, and computer-related equipment or knowledge, skills, expertise, design, drawings, and technical papers.
 - (4) other relevant information or other activities of the Party A which is not generally knowledgeable unless to those engaged in similar businesses or activities.
 - (5) ideas derived from knowledge of the aforementioned materials or information.
2. Party B, during the term of this contract, shall not use his/her position in Party A's employment to receive the benefits of any suppliers or customers, nor use his position or status to seek benefits from such third parties. Party B or its family may not participate in activity may be pose to a conflict of interest or compete with Party A or Party A's customers. Party B shall ensure that all of Party A's confidential information remain confidential and shall not disclose them without the prior written consent of Party A or unless such information is disclosed during the proper performance of Party B's duties. Party B shall not inform, transfer or in any way disclose confidential information to third parties or released them to the public, or use or make use of the information for himself or third parties, effective even after leaving his position. If Party B leaks Party A's trade secrets to any third party, all proceeds from such benefit shall be returned to Party A, and Party B shall, in accordance with Article 7, pay for punitive damages and compensate Party A for all other damages incurred. Additionally, with respect to Party B, Party A may terminate all valid and existing contracts immediately.
3. Party B shall not use confidential information from his former employers or

other information from third parties without proper written authorization.

Party B shall not use any confidential information belonging exclusively to Party B's former employer or from other unauthorized sources. Party B guarantees not to disclose confidential information of others for Party A's use.

4. When receiving confidential information of others, Party B shall inform Party A's relevant personnel, and shall treat such confidential information in accordance with the confidentiality provisions as agreed to by Party A and the third party.
5. When Party A's confidential information is made publicly available, Party B confidentiality obligations shall terminate accordingly.
6. Before commencing employment, Party B shall disclose to Party A the existence of any documents which may prevent Party B from fulfilling the duties or obligations of this contract as well as Party A's confidentiality agreement. Party B shall memorialize such arrangement in accordance with Article 17 Special Arrangement. Otherwise Party B shall completely fulfill the terms of this confidential agreement and the terms of the employment contract.
7. In addition to the legal effect in the event of breach as agreed by the parties, if Party B breaches any of the above covenants, then Party B shall be liable for legal obligations. Party A may dismiss Party B immediately in accordance with this contract in addition to pursuing other remedies for breach. Party B is also liable to Party A the equivalent to three months' pay as punitive damages for such breach in addition to be liable for all damages suffered by the Party A and other loss of benefits (including, but is not limited to, attorneys' fees and other litigation costs).

Annex II of Intellectual Property Rights

1. Party A retains exclusive ownership to any of Party B's inventions created during the course of employment which includes any engineering, product design, drawings and description, computer software, maps and other copyrighted work. Unless otherwise provided by law, all ownership shall belong to Party A; Party B is entitled to authorship for the work. Without the written consent of Party A, Party B shall not use or permit others to use the work during the copy protection term of such work.
2. Party A retains exclusive ownership or the right to file patent to any inventions Party B created as the result of task completion for Party A or for which Party B primarily utilize Party A's material and technical resources. For a period of one year after the termination or expiration of this agreement, Party A retains exclusive ownership of Party B's invention, design, or other intellectual property (made individually or in conjunction with others) that relate to Party A's main business areas.
3. Party B's use of Party A's information or equipment which result in complete invention, design, discovery or intellectual property (whether made individually or in conjunction with others) and any modification or improvement thereof, Party A shall retain exclusive ownership regardless of whether such inventions meet the patentability requirement under the patent laws of the People's Republic of China.
4. Copyright and patents shall be governed by the preceding three provisions. In addition, Party A owns any rights to any Party B's creation of intellectual property or technical knowledge which relates to Party A's main business areas and development during course Party B's employment.
5. With regards to any intellectual properties or technical knowledge conceived, Party B shall promptly inform Party A and assist Party A to complete the application or registration to perfect such intellectual property rights as necessary.