

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YI-HSIN LIAO	04/01/2013
FU-JEN YEH	04/01/2013
CHIA-YIN LU	07/01/2014
SHIH-HUNG CHU	07/01/2014
RECEIVING PARTY DATA	
Name:	HTC CORPORATION
Street Address:	NO. 23, XINGHUA ROAD, TAOYUAN DISTRICT,
City:	TAOYUAN CITY
State/Country:	TAIWAN
Postal Code:	330
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14340558
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	50980-US-PA
NAME OF SUBMITTER:	BELINDA LEE
SIGNATURE:	/Belinda Lee/
DATE SIGNED:	01/23/2015
Total Attachments: 24	
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ASSIGNMENT

WHEREAS,

- | | |
|-----------------|------------------|
| 1. Yi-Hsin Liao | 2. Fu-Jen Yeh |
| 3. Chia-Yin Lu | 4. Shih-Hung Chu |

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements as described and set forth in the below identified application for United States Letters Patent:

Title: **STORAGE DEVICE, ELECTRONIC DEVICE, AND METHOD FOR PROGRAMMING MEMORY**

[X] Filed: 2014/07/24 Serial No. 14/340,558

[] Executed concurrently with the execution of this instrument

WHEREAS 1. HTC Corporation
of No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan
(R.O.C.)

hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in the said invention and application and in any U.S. Letters Patent which may be granted on the same:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has/have sold, assigned and transferred, and by these presents does/do sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all his/her/their rights, title and interest in and to the said invention and application and all future improvements thereon, and in and to any Letters Patent which may hereafter be granted on the same in the United States, the said rights, title and interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made, to the full end and term of any Letters Patent which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees/agree that he/she/they will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee Lawfully may request, to obtain or maintain Letters Patent for said invention and improvement, and to vest title thereto in said Assignee, or Assignee's successors and assigns.

ASSIGNMENT CONTINUED

IN TESTIMONY WHEREOF, Assignor has/have signed his/her/their name(s) on the date(s) indicated.

Signature: _____

Date: _____

Sole or First Joint Inventor: Yi-Hsin Liao

Signature: _____

Date: _____

Second Joint Inventor (if any): Fu-Jen Yeh

Signature: Chia-Yin Lu

Date: 2014.7.1

Third Joint Inventor (if any): Chia-Yin Lu

Signature: Shih-Hung Chu

Date: 2014.7.1

Fourth Joint Inventor (if any): Shih-Hung Chu

Employment and Non-Disclosure Agreement

Employee Liao, Yi-Hsin, ID number L122436933 (hereinafter "Party A"), hereby on April 1, Republic of China Year 102, joins High Tech Computer Corporation (hereinafter "Party B") and agree to the following terms:

Article 1: Trial Period

Party A agrees to provided services to Party B, and agrees that the first three months starting from the join date is the trial period. During the trial period, if Party A's job performance does not meet Party B's requirements, in addition to that Party B may extend the trial period, Party B may without prior notice terminate this employment agreement. Party A waives any right to compensation. During trial period, Party A may terminate at any time, but shall properly complete company resignation process. If, upon expiration of trial period, Party A is assessed as meeting the requirements, Party B will employ Party A as a formal employee.

Article 2: Employment Conditions and Work Provisions

Party B agrees to provide and guarantee Party A's work rights under Labor Standards Act and other applicable laws. Party A agrees to comply with Party B's announced work rules (work rules are announced in employee handbook and Party B company website).

Article 3: Transfer and Ownership of Rights

(1) Party A agrees that during employment by Party B, all creation, invention, or ideas, and the intellectual property intellectual property rights (including but not limited to copyrights, patents, patent applications, trademarks, semiconductor mask rights, trade secrets, etc.), and the benefits thereof, within or related to the scope of employment, are owned by Party B. In case of copyrights, Party B is the author.

(2) If Party B applies for foreign or domestic registration or filing for the intellectual property rights in 1) above, Party A, whether during employment of after, agree to unconditionally provide Party B all necessary assistance for the completion of such registration.

(3) Party A shall prior to signing of this agreement inform Party B of any creations such as invention, patent, copyright, specialized technology solely or jointly owned by Party B, and any duty of confidentiality owed to a third party according to law or agreement. In the event any of the rights arise during employment, Party A shall notify Party B in writing immediately; otherwise, Party A is deemed to agree the right

will be regarded as creation related to the scope of employment.

Article 4: Non-Competition

Party A during employment shall not without prior written consent engage in any of the following conduct:

(1) under Party A's name or name of another engage in identical or similar business as Party B, or invest in more than 5% of either the capital or the totaled issued stock in a such business.

(2) Being a hired person, a mandatory, guarantor, or consultant of a company, firm, or individual engaging in identical or similar business as Party B.

Article 5: Integrity

(1) Party A agrees to strictly follow all of Party B's moral character and integrity provisions for employees. Party A shall not, by its position at Party B, demand, agree to accept, or accept bribe or other Improper Benefit, for himself or a Related Party *, from a company or individual that deals with Company B (a party dealing with Party B) during employment.

(2) If a party dealing with Party B attempts to bribe or offer any other Improper Benefit* to Party A, Party A shall report to Party B and provide related evidence.

(3) If Party A in his position at Party B learns Party B's other employees have engaged in conduct in violation of this agreement, Party A shall report to Party B and provide related evidence.

(4) In case Party A has custody or uses property of Party B, Party A agree to not to engage in embezzling or misappropriating conduct.

(5) Party A agree to not to, for personal benefit or benefit of another, instigate or solicit Party B's employee to resign or engage in conduct inconsistent with employment.

(6) If the necessity for Party A to excuse himself in order to conflict of interest arises with regard to a party dealing with Party B, Party A shall disclose the facts to Party B or report to Party A's supervisor. The disclosure will be governed by applicable company provisions.

7) If Party A violates the law or any part of this article, Party B may terminate the employment agreement immediately, and Party B may receive from Party B thirty times the amount of bribe or improper profit received as penalty for breach.

* Related Party: Party A's spouse, parents, children, siblings, grandparents, grandchildren, and other close relatives, or friends.

* Improper Benefit: include but not limited to kickback, commission, cash benefit, security, gifts or souvenirs exceeding 1,500 NTD in value, or other improper gift or treatment which is not consistent with the norms of dealing and folk customs.

Article 6: Duty of Confidentiality

During employment and after termination of employment, Party A shall, with care of a good administrator, take all necessary measures to the safekeeping of Party B's products, technology, and trade secrets, which A learned or came into possession during employment, in order to ensure the safety and confidentiality and prevent unauthorized use, disclosure, or dissemination. Other than normal usage within employment capacity, without Party B's prior written consent, Party A shall not deliver or transfer to any third person, by copying or allowing to view or orally, or publicize, or for Party A's personal benefit or a third party's benefit use the trade secret. But to the extent the trade secret is publicized or unclassified by Party B, Party A does not have a duty of confidentiality.

(1) Definition of trade secret

"Trade secret" under this agreement refers to Party A's creation, development, procurement, or knowledge, of all unpublicized information, whether commercial, technological, or related to production, during employment, and labeled "confidential" or with other similar designation by Party B, whether or not the said information is (A) information developed or possessed by Party B (or its customer or supplier), (B) disclosed orally, in writing, by drawing, or in electronic media form, or (C) patentable, registrable as trademark, copyright, or semiconductor mask rights. For example:

1. Business plans, production and sales plans, purchasing plans, product development plans, product testing plans and reports, product source code and software, product pricing plans, financial information, customer information, supplier information, distributor information, raw material or finished product inventory information, various quality records, transaction secrets, and other information related to Party B's business activities.
2. Computer software and all related documents, database, and other information during each development stage.
3. Discovery, concept, idea, drawing, engineering drawing, product specification, flow chart, models, molds, semiconductor chip, and other specialty technology.
4. Trade secrets over which Party B according to law or by agreement has a duty of confidentiality to a third party.

(2) Use of trade secrets

Whether or not specifically referred to as trade secret in this agreement, Party shall not use, or disclose to a third person who does by necessity need to know, any information about Party B which Party A possesses or learned while carrying out employment duties, other than for carrying out employment duties. If Party A intends to disclose information related to B to a third party who by necessity need to know, and the third party is not Party B's employee, mandatory, or agent, or when Party A intends to engage in any conduct which may involve representation of Party B's rights, duties, or interest, Party A shall not disclose or engage in the conduct without first obtaining prior written consent from Party B.

Article 7: Intellectual Properties Owned by Others

Regarding trade secrets or intellectual properties of Party A's former employer or that of a third party, **Party A shall not incorporate or use any trade secret or intellectual property of Party A's former employer or that of a third party for carrying out Party A's job duties without written authorization** from Party A's former employer or the third party. Party A guarantees not to disclose to Party B, or ask Party B to use, or use any unlicensed trade secret or intellectual property for carrying out job duties.

Article 8: Notice of resignation

If Party A wishes to resign, Party A shall follow the notice provisions below and apply to Party B. After Party B approves and completes the related process, Party A may resign. The notice periods are:

1. During trial period: 3-day prior notice is required if Party A is a general employee. 7-day prior notice is required if Party A is a principal engineer or principal level employee (included) or above.
2. 10-day prior notice is required if Party A has worked continuously for 3 months but less than 1 year.
3. 20-day prior notice is required if Party A has worked continuously for 1 year but less than 3 years.
4. 30-day prior notice if Party A has worked continuously for 3 years.

If Party A fails to follow the above provision, Party B may note such on the certificate of resignation or suspend issuance of certificate of resignation, and Party A shall not dispute.

Article 9: Ownership of Property

All documents, information, drawings, graphs, charts, or other media containing Party B's trade secrets (including all confidential documents of customers and suppliers), whether original, photocopy, or copy, belong to Party B. Upon termination of employment relation, Party A shall return, and shall not keep or disclose, all Party B property in Party A's possession or custody, to Party B or the person designated by Party B, and complete the related procedures.

Article 10: If Party A violates any part of this agreement, Party B may terminate the employment agreement, and Party A shall compensate all Party B's resulting losses and be liable for any applicable civil liability.

Article 11: Those parts of this agreement which shall by their nature survive termination of this agreement will continue to be in force even after termination, revocation, rescission, or void of the employment relationship. Invalidity of part of this agreement does not affect the validity of the other parts.

Article 12: This agreement governs the rights and duties of Party A and Party B. When this agreement addresses the matter, the matter is governed by this agreement. For matters not addressed by this agreement, the laws of Taiwan, Republic of China shall govern. For matters not provided by the laws, customs of electronic apparatus manufacturing industry controls.

Article 13: For any dispute arising from or related to this agreement, the parties agree to confer in good faith for solution. If litigation is necessary, the parties consent to the jurisdiction of Tao Yuan district court as the court of first instance.

Parties:

Party A: Liao, Yi-Hsin

ID number: L122436933

Address: No.40, Ln. 50, Zhongzheng E. Rd., Zhubei City, Hsinchu County 302, Taiwan (R.O.C.)

Party B: High Tech Computer Corporation

Representative:

Address: No.23, Xinghua Rd., Taoyuan City, Taoyuan County 330, Taiwan (R.O.C.)

April 1, Republic of China Year 102

聘僱及保密合約

受聘僱人(姓名) 廖逸新 (身份證號) 1122436933 (以下簡稱「甲方」),
茲於中華民國102年4月1日加入宏達國際電子股份有限公司(以下簡稱「乙
方」), 雙方就聘僱事宜達成合意, 並同意條款如下:

一、聘僱與試用期間

1. 乙方茲依據本合約條款及條件僱用甲方, 且甲方亦同意自本合約首揭日期起擔任乙方 技術副理 一職。
2. 甲乙雙方同意自乙方僱用甲方起六個月為試用期間。於試用期間, 如甲方工作表現未能符合乙方要求, 除乙方同意延長試用期間外, 乙方得不經預告隨時終止本合約, 甲方同意放棄任何補償與其他任何請求權。甲方亦得於試用期間依本合約第八條第3項第(1)款終止本合約, 但須依乙方規定辦妥離職相關手續。如試用期間屆滿經評核符合要求時, 甲方即成為乙方正式員工, 其服務年資自受僱之首日起算。
3. 甲方於本合約有效期間內, 應隨時依乙方之指示提供服務並承擔責任。乙方得視業務需要調整或變更甲方之職位與職務以及工作地點, 甲方不得拒絕。

二、聘僱條件及工作規定

1. 乙方承諾依中華民國勞動基準法及其他相關法令規定, 提供並保障甲方工作權益。
2. 甲方同意遵守乙方所公布之工作規則及員工行為準則(相關工作規則登載於員工手冊並於乙方公司網站公布)。適用於甲方之工作時間、薪資及其他工作條件等皆依乙方之規定為準。
3. 倘甲方係中央主管機關所核定之監督管理工作者、責任制專業工作者、或監視性或間歇性工作者, 其工作時間、休息、休假及夜間工作等得由雙方另行約定, 不受中華民國勞動基準法有關規定之限制。

三、智慧財產權歸屬

1. 甲方茲承諾其任職乙方期間, 因職務或乙方業務或與之有關之一切著作、專利、創作、發明、構想、技術或專門知識等而得享有之智慧財產權(包括但不限於著作權、專利權、專利申請權、商標專用權、半導體光罩權、積體電路佈局權、營業秘密等), 或雖與甲方之職務或業務內容無關但係利用乙方有形或無形資源、設備或經驗而完成之任何著作、專

利、創作、發明、構想、技術或專門知識，甲方除均應立即並完整地以書面告知乙方外，甲方並聲明與承諾：

- (1) 上開著作、專利、創作、發明、構想、技術與專門知識均係甲方獨立研發，並無抄襲或仿效他人之創作或研發成果，亦未侵害他人之智慧財產權或營業秘密。甲方同意如違反本款規定，係甲方之個人行為，與乙方及其董事、監察人、經理人與其他員工（以下簡稱「乙方人員」）無涉；若因此而致乙方或乙方人員涉訟或負民刑事責任，甲方應盡力協助乙方進行訴訟上之答辯及作證，並應賠償乙方及乙方人員所受之一切損害，包括但不限於訴訟費、律師費以及其所負擔之賠償金與相關費用；
 - (2) 該等著作、專利、創作、發明、構想、技術或專門知識等而得享有之智慧財產權，均應以乙方為唯一智慧財產權人及著作人；
 - (3) 如依法乙方無法於甲方完成該等智慧財產權時直接取得該等智慧財產之人格權或財產權時，甲方同意立即依乙方之指示，將前開智慧財產權之一切權利，包括申請權等，無償且無條件轉讓與乙方；
 - (4) 未獲乙方之事先書面同意，甲方不得將與前述著作、專利、創作、發明、構想、技術或專門知識有關之任何資訊透露予任何第三人；以及
 - (5) 甲方對於該等著作、專利、創作、發明、構想、技術與專門知識，以及相關之智慧財產權，無實施或利用之權。
2. 甲方茲承諾依乙方之要求，採取一切乙方認為取得及保持前項智慧財產權之一切權利（含人格權及財產權）所必須之一切行為。如乙方對前項所述各項權利，欲申請國內外相關智慧財產權之註冊或登記時，甲方不論於在職中或離職後，均應無償且無條件協助乙方完成移轉登記並為一切合理之配合。
3. 甲方應於簽訂本合約之前或同時，告知乙方其所擁有或與其他人共有之各項著作、專利、創作、發明、構想、技術或專門知識。

四、競業禁止

1. 甲方於任職乙方期間，非經乙方事前書面同意，不得為下列行為：
 - (1) 以自己或利用他人名義，為自己或他人之利益，經營與乙方業務相同或類似之事業，或投資該等事業達其資本額或已發行股份總數百分之五以上；或
 - (2) 擔任任何事業或個人之董事、監察人、經理人、員工、顧問、代理人或以任何名義提供勞務，不論為有償或無償，全職或兼職。
2. 甲方承諾於任職乙方期間及終止後二年內，非經乙方書面同意，甲方不得向乙方之供應商、客戶或任何與乙方有業務往來之人。招攬具有競爭性質之業務或與之從事任何交易行為，亦不得促使任何乙方之員工、代理人終止其與乙方間之僱傭或委任關係，或促使任何與乙方之供應商、

客戶或任何與乙方有業務往來之人終止其與乙方間之業務關係。

- 倘若甲方對其以往之僱主負有一定期間、一定工作領域不得為特定行為之義務者，應於簽訂本合約時以書面告知乙方。甲方並保證其受僱於乙方之事實及受僱期間內，不違反其對其以往僱主之不競業義務。

五、責任、勤務與操守承諾

- 於任職乙方期間，甲方應全心全力致力於乙方之工作與勤務。甲方在執行其職務時，應充分知悉並遵守適用之相關法令，並為乙方追求最大之利益。
- 於任職乙方期間，甲方應充分瞭解並同意遵守乙方所頒布及修改之一切政策、辦法、規章、員工行為準則及規則，該等政策、辦法、規章及規則應視為本合約之一部份。
- 甲方明示同意乙方得為其業務及其他合法目的，收集、使用、電腦處理及國內外傳輸甲方之個人資料。
- 甲方承諾嚴格遵守乙方制定之所有對員工之品德與操守管理相關規定，於任職乙方期間絕不藉由其職位或職務，為自己或關係人*向與乙方交易之事業或個人（以下簡稱「乙方之交易相對人」）或乙方之員工，要求期約、收受賄賂或不正當利益*。
- 倘乙方之交易相對人或乙方員工對甲方或關係人*行賄或提供不正當利益*，甲方應立即向乙方之法務部門主管報告並提供相關證據。
- 如甲方知悉其他乙方員工有違反本條之行為，甲方應向乙方之法務部門主管報告並提供相關證據。
- 倘甲方負責保管或使用乙方之財產，甲方承諾決不會侵占、不當使用或挪用乙方之財產。
- 甲方承諾決不唆使、利誘或幫助乙方人員離職或為違背職務之行為。
- 甲方若與任何乙方之交易相對人有利益迴避之必要時，甲方應將該等情事揭露與乙方並向所屬主管報告，揭露辦法依乙方相關規定辦理。
- 倘甲方違反本條第4、5、7、8、9項之規定，應視為重大違反本合約之行為，乙方得立即終止本合約，並得請求損害賠償。如甲方違反員工行為準則者，甲方同意乙方得按員工行為準則之規定懲處，最嚴重可終止本合約，並得請求損害賠償。如甲方違反本條第4項之規定，乙方並得請求甲方賠償乙方相當於自乙方之交易相對人所收受之賄賂或不正當利益*之三十倍價額作為懲罰性違約金。

* 關係人：指甲方之配偶、父母、配偶之父母、子女、兄弟姊妹、祖父母、外祖父母、孫子女、外孫子女及其它關係密切的親屬、朋友。

* 不正當利益：包括但不限於提供回扣、佣金、現金利益或有價證券、價值超過新台幣一千五百元之禮物或紀念品，或其他違反交易常規或與社會禮

儀或民俗習慣不符之饋贈或招待。

六、保密義務

1. 甲方承諾於任職乙方期間及離職後，對於其所得知或持有一切關於乙方所有或持有之任何資訊或文件，以及乙方依據契約或法令對第三人負有保密義務之任何資訊或文件（以下合稱「機密資料」），均應以善良管理人之注意妥為保管並確保其祕密性，並防止其無權使用、揭露或散布。
2. 甲方同意，非經乙方事前書面授權，不得為其本身或任何第三人之利益而複製、保有或利用任何機密資料，或將之洩漏、告知、交付第三人，或以其他任何方式使第三人知悉或利用該等機密資料，或對外發表或出版，亦不得攜至乙方辦公室以外之地點。
3. 本條所稱之機密資料，係指乙方所有、持有或知悉，且意欲保持其祕密性之一切資料及文件，以及乙方依據契約或法令對第三人負有保密義務之任何資料及文件，包括但不限於甲方任職乙方期間所創作、開發、取得或知悉之任何未經合法公開之一切營業上、管理上、財務上、技術上、生產上、銷售上或其他有關乙方之資訊；機密資料亦包括：
 - (1) 營業祕密、經營計劃、產銷計劃、採購計劃、產品開發計劃、產品測試計劃與報告、產品原始程式與軟體、產品定價計劃、產品價格、產品資料、市場分析資料、財務資料、人事資料、會計資料、顧客資料、供應商資料、經銷商資料、原料或成品庫存資訊、各類品質紀錄、交易祕密及其他與乙方營業活動和方式有關之資料。
 - (2) 電腦程式及其發展各階段中之所有相關文件、資料庫等。
 - (3) 發現、概念、構想、構圖、工程圖、產品規格、電路佈局、電路設計、流程圖、製程、模型、模具、樣品、零件、偵錯手冊、半導體晶片及其他專門技術。
4. 本合約所稱之機密資料包括各種口頭、書面、有體、無體之物品、文件、資訊及類比或數位儲存媒體，且不論該等機密資料有否以書面標以「機密」、「限閱」或「專屬權利」（或類似意義之文字），亦不論是否具有經濟上之價值。
5. 非甲方職務所應知之機密資料，甲方不得刺探或取得。機密資料以及其他甲方於職務上知悉或持有與乙方有關之任何資訊，甲方除於乙方任職期間內執行職務所必須外，不得使用之，亦不得對非任職於乙方之任何第三人以及無知悉必要之其他乙方員工揭露。如甲方擬將與乙方有關之資訊，揭露予有知悉必要之第三人，且該第三人非乙方之受僱人，或甲方擬對外為任何可能涉及乙方權利、義務或利益之表示時，非經乙方事前同意並與相關第三人簽署保密協議書，甲方不得為之。
6. 甲方因過失洩漏、交付或知悉他人洩漏、交付機密資料時，應立即告知

乙方。如未盡告知義務者，視同違反本條規定。

7. 所有記載或含有機密資料之文件、資料、圖表或其他媒體等之所有權，皆屬於乙方所有。甲方承諾於乙方要求時或本合約終止時，立即將其所持有或保管之機密資料及與該機密資料有關之全部來往函件、記錄原本、正本、磁帶及磁碟等記錄媒體、抄件、節本、複本、影本及其他文件，全數交付與乙方或其指定之人，並不得以任何方式留存。
8. 倘若甲方對其以往之僱主或其他第三人依法令或契約負有保密等義務者，應於簽訂本合約時以書面告知乙方。甲方並保證其受僱期間內，不違反其對以往僱主及第三人之保密義務。

七、他人智慧財產

就甲方前僱主或其他第三人之營業秘密或智慧財產，非經甲方前僱主或該其他人之書面授權，甲方保證絕不引用或使用任何該等營業秘密或智慧財產於甲方之職務行為。甲方並保證，不將他人未合法授權之營業秘密或智慧財產揭露予乙方、唆使乙方使用或自行使用於職務上。

八、合約終止

1. 本合約得隨時因雙方合意而終止。
2. 乙方得因甲方違反法令、本合約、職務上有故意或重大過失之行為，或違反乙方政策、辦法、規章或規則等情節而立即終止本合約。
3. 甲方如欲離職時，必須依下列預告規定向乙方提出申請，經乙方核准並辦妥相關手續，始得為之，其預告期間為：
 - (1) 試用期間，甲方如屬一般職員必須於三天前預告之，如屬資深工程師及主任級（含）以上職員必須於七日前預告之。
 - (2) 正式員工，甲方如屬一般職員，繼續工作三個月以上一年未滿者，應於十日前預告之。繼續工作一年以上三年未滿者，應於二十日前預告之。繼續工作三年以上者，於三十日前預告之。
 - (3) 正式員工，甲方如屬資深工程師及主任級（含）以上正式職員，無論在職期間若干，均須於三十日前預告之。
 - (4) 如甲方不遵守上述規定，乙方得將事實註明於離職證明書或於預告期滿時始發給離職證明書，甲方不得異議。
4. 如甲方為外國人且與在中華民國境內設有戶籍之國民結婚並獲准居留者，若甲方之居留期滿或居留許可經主管機關廢止、撤銷等而失其效力，或依法令不得在中華民國境內工作者，甲方應立即通知乙方，且自甲方喪失合法居留權或依法令不得在中華民國境內工作時甲乙雙方之聘僱關係隨即終止，甲方不得因此訴求資遣費。
5. 本合約第三條、第四條第 2、3 項、第五條第 8、10 項、第六條、第八

條第4項、第九、十、十一、十五條，不因雙方聘僱關係之終止而失其效力。

九、返還公司財產

甲方所持有或保管之乙方財產，包括甲方在任職期間所處理業務之全部來往函件、記錄及磁帶、磁碟、抄件、節本、複本、影本及其他文件，於乙方要求或本合約終止時，應立即將其交付乙方或其指定之人並辦妥相關手續，不得私自留存或外流。

十、甲方若違反本合約之任何規定，乙方除得據以終止本合約外，甲方並應賠償乙方所受一切損害及所生之一切費用，並依相關法令負擔民刑事責任。

十一、本合約條款可予分割，且其中任一條款如經任何具管轄權之法院認為無效或無強制力時，不影響其他條款之效力。

十二、任何一方當事人所發之通知應以書面為之，並經送達他方當事人而生效力。

十三、本合約任何條款之拋棄、變更或修正，非經他方當事人事前書面同意，不生效力。

十四、甲乙雙方間之權利義務關係，本合約有規定者概依本合約，本合約未規定者悉依乙方工作規則及中華民國相關法令辦理。法令未規定者，依電子設備製造業之慣例處理之。

十五、關於本合約或因本合約而產生之任何糾紛，雙方依誠信協調解決。如有訴訟之必要時，雙方同意以桃園地方法院為第一審管轄法院。

立約人：

甲 方：

廖逸新

身分證字號： L122436933

地 址： 新竹縣竹北市中正東路 50 巷 40 號

乙 方：宏達國際電子股份有限公司

代 表 人：王雪紅

地 址：桃園市興華路 23 號



中 華 民 國 102 年 4 月 / 日

Employment and Non-Disclosure Agreement

Employee Yeh, Fu-Jen, ID number J121673253 (hereinafter "Party A"), hereby on April 1, Republic of China Year 102, joins High Tech Computer Corporation (hereinafter "Party B") and agree to the following terms:

Article 1: Trial Period

Party A agrees to provided services to Party B, and agrees that the first three months starting from the join date is the trial period. During the trial period, if Party A's job performance does not meet Party B's requirements, in addition to that Party B may extend the trial period, Party B may without prior notice terminate this employment agreement. Party A waives any right to compensation. During trial period, Party A may terminate at any time, but shall properly complete company resignation process. If, upon expiration of trial period, Party A is assessed as meeting the requirements, Party B will employ Party A as a formal employee.

Article 2: Employment Conditions and Work Provisions

Party B agrees to provide and guarantee Party A's work rights under Labor Standards Act and other applicable laws. Party A agrees to comply with Party B's announced work rules (work rules are announced in employee handbook and Party B company website).

Article 3: Transfer and Ownership of Rights

(1) Party A agrees that during employment by Party B, all creation, invention, or ideas, and the intellectual property intellectual property rights (including but not limited to copyrights, patents, patent applications, trademarks, semiconductor mask rights, trade secrets, etc.), and the benefits thereof, within or related to the scope of employment, are owned by Party B. In case of copyrights, Party B is the author.

(2) If Party B applies for foreign or domestic registration or filing for the intellectual property rights in 1) above, Party A, whether during employment of after, agree to unconditionally provide Party B all necessary assistance for the completion of such registration.

(3) Party A shall prior to signing of this agreement inform Party B of any creations such as invention, patent, copyright, specialized technology solely or jointly owned by Party B, and any duty of confidentiality owed to a third party according to law or agreement. In the event any of the rights arise during employment, Party A shall notify Party B in writing immediately; otherwise, Party A is deemed to agree the right

will be regarded as creation related to the scope of employment.

Article 4: Non-Competition

Party A during employment shall not without prior written consent engage in any of the following conduct:

(1) under Party A's name or name of another engage in identical or similar business as Party B, or invest in more than 5% of either the capital or the totaled issued stock in a such business.

(2) Being a hired person, a mandatory, guarantor, or consultant of a company, firm, or individual engaging in identical or similar business as Party B.

Article 5: Integrity

(1) Party A agrees to strictly follow all of Party B's moral character and integrity provisions for employees. Party A shall not, by its position at Party B, demand, agree to accept, or accept bribe or other Improper Benefit, for himself or a Related Party *, from a company or individual that deals with Company B (a party dealing with Party B) during employment.

(2) If a party dealing with Party B attempts to bribe or offer any other Improper Benefit* to Party A, Party A shall report to Party B and provide related evidence.

(3) If Party A in his position at Party B learns Party B's other employees have engaged in conduct in violation of this agreement, Party A shall report to Party B and provide related evidence.

(4) In case Party A has custody or uses property of Party B, Party A agree to not to engage in embezzling or misappropriating conduct.

(5) Party A agree to not to, for personal benefit or benefit of another, instigate or solicit Party B's employee to resign or engage in conduct inconsistent with employment.

(6) If the necessity for Party A to excuse himself in order to conflict of interest arises with regard to a party dealing with Party B, Party A shall disclose the facts to Party B or report to Party A's supervisor. The disclosure will be governed by applicable company provisions.

7) If Party A violates the law or any part of this article, Party B may terminate the employment agreement immediately, and Party B may receive from Party B thirty times the amount of bribe or improper profit received as penalty for breach.

* Related Party: Party A's spouse, parents, children, siblings, grandparents, grandchildren, and other close relatives, or friends.

* Improper Benefit: include but not limited to kickback, commission, cash benefit, security, gifts or souvenirs exceeding 1,500 NTD in value, or other improper gift or treatment which is not consistent with the norms of dealing and folk customs.

Article 6: Duty of Confidentiality

During employment and after termination of employment, Party A shall, with care of a good administrator, take all necessary measures to the safekeeping of Party B's products, technology, and trade secrets, which A learned or came into possession during employment, in order to ensure the safety and confidentiality and prevent unauthorized use, disclosure, or dissemination. Other than normal usage within employment capacity, without Party B's prior written consent, Party A shall not deliver or transfer to any third person, by copying or allowing to view or orally, or publicize, or for Party A's personal benefit or a third party's benefit use the trade secret. But to the extent the trade secret is publicized or unclassified by Party B, Party A does not have a duty of confidentiality.

(1) Definition of trade secret

"Trade secret" under this agreement refers to Party A's creation, development, procurement, or knowledge, of all unpublicized information, whether commercial, technological, or related to production, during employment, and labeled "confidential" or with other similar designation by Party B, whether or not the said information is (A) information developed or possessed by Party B (or its customer or supplier), (B) disclosed orally, in writing, by drawing, or in electronic media form, or (C) patentable, registrable as trademark, copyright, or semiconductor mask rights.

For example:

1. Business plans, production and sales plans, purchasing plans, product development plans, product testing plans and reports, product source code and software, product pricing plans, financial information, customer information, supplier information, distributor information, raw material or finished product inventory information, various quality records, transaction secrets, and other information related to Party B's business activities.
2. Computer software and all related documents, database, and other information during each development stage.
3. Discovery, concept, idea, drawing, engineering drawing, product specification, flow chart, models, molds, semiconductor chip, and other specialty technology.
4. Trade secrets over which Party B according to law or by agreement has a duty of confidentiality to a third party.

(2) Use of trade secrets

Whether or not specifically referred to as trade secret in this agreement, Party shall not use, or disclose to a third person who does by necessity need to know, any information about Party B which Party A possesses or learned while carrying out employment duties, other than for carrying out employment duties. If Party A intends to disclose information related to B to a third party who by necessity need to know, and the third party is not Party B's employee, mandatory, or agent, or when Party A intends to engage in any conduct which may involve representation of Party B's rights, duties, or interest, Party A shall not disclose or engage in the conduct without first obtaining prior written consent from Party B.

Article 7: Intellectual Properties Owned by Others

Regarding trade secrets or intellectual properties of Party A's former employer or that of a third party, **Party A shall not incorporate or use any trade secret or intellectual property of Party A's former employer or that of a third party for carrying out Party A's job duties without written authorization** from Party A's former employer or the third party. Party A guarantees not to disclose to Party B, or ask Party B to use, or use any unlicensed trade secret or intellectual property for carrying out job duties.

Article 8: Notice of resignation

If Party A wishes to resign, Party A shall follow the notice provisions below and apply to Party B. After Party B approves and completes the related process, Party A may resign. The notice periods are:

1. During trial period: 3-day prior notice is required if Party A is a general employee. 7-day prior notice is required if Party A is a principal engineer or principal level employee (included) or above.
2. 10-day prior notice is required is Party A has worked continuously for 3 months but less than 1 year.
3. 20-day prior notice is required is Party A has worked continuously for 1 year but less than 3 years.
4. 30-day prior notice if Party A has worked continuously for 3 years.

If Party A fails to follow the above provision, Party B may note such on the certificate of resignation or suspend issuance of certificate of resignation, and Party A shall not dispute.

Article 9: Ownership of Property

All documents, information, drawings, graphs, charts, or other media containing Party B's trade secrets (including all confidential documents of customers and suppliers), whether original, photocopy, or copy, belong to Party B. Upon termination of employment relation, Party A shall return, and shall not keep or disclose, all Party B property in Party A's possession or custody, to Party B or the person designated by Party B, and complete the related procedures.

Article 10: If Party A violates any part of this agreement, Party B may terminate the employment agreement, and Party A shall compensate all Party B's resulting losses and be liable for any applicable civil liability.

Article 11: Those parts of this agreement which shall by their nature survive termination of this agreement will continue to be in force even after termination, revocation, rescission, or void of the employment relationship. Invalidity of part of this agreement does not affect the validity of the other parts.

Article 12: This agreement governs the rights and duties of Party A and Party B. When this agreement addresses the matter, the matter is governed by this agreement. For matters not addressed by this agreement, the laws of Taiwan, Republic of China shall govern. For matters not provided by the laws, customs of electronic apparatus manufacturing industry controls.

Article 13: For any dispute arising from or related to this agreement, the parties agree to confer in good faith for solution. If litigation is necessary, the parties consent to the jurisdiction of Tao Yuan district court as the court of first instance.

Parties:

Party A: Yeh, Fu-Jen

ID number: J121673253

Address: No.3, Ln. 19, Xinyi 2nd St., Xinpu Township, Hsinchu County 305, Taiwan (R.O.C.)

Party B: High Tech Computer Corporation

Representative:

Address: No.23, Xinghua Rd., Taoyuan City, Taoyuan County 330, Taiwan (R.O.C.)

April 1, Republic of China Year 102

聘僱及保密合約

受聘僱人(姓名) 葉甫仁 (身份證號) J121673253 (以下簡稱「甲方」)，
茲於中華民國102年4月1日加入宏達國際電子股份有限公司(以下簡稱「乙
方」)，雙方就聘僱事宜達成合意，並同意條款如下：

一、聘僱與試用期間

1. 乙方茲依據本合約條款及條件僱用甲方，且甲方亦同意自本合約首揭日期起擔任乙方 資深技術副理 一職。
2. 甲乙雙方同意自乙方僱用甲方起六個月為試用期間。於試用期間，如甲方工作表現未能符合乙方要求，除乙方同意延長試用期間外，乙方得不經預告隨時終止本合約，甲方同意放棄任何補償與其他任何請求權。甲方亦得於試用期間依本合約第八條第3項第(1)款終止本合約，但須依乙方規定辦妥離職相關手續。如試用期間屆滿經評核符合要求時，甲方即成為乙方正式員工，其服務年資自受僱之首日起算。
3. 甲方於本合約有效期間內，應隨時依乙方之指示提供服務並承擔責任。乙方得視業務需要調整或變更甲方之職位與職務以及工作地點，甲方不得拒絕。

二、聘僱條件及工作規定

1. 乙方承諾依中華民國勞動基準法及其他相關法令規定，提供並保障甲方工作權益。
2. 甲方同意遵守乙方所公布之工作規則及員工行為準則(相關工作規則登載於員工手冊並於乙方公司網站公布)。適用於甲方之工作時間、薪資及其他工作條件等皆依乙方之規定為準。
3. 倘甲方係中央主管機關所核定之監督管理工作者、責任制專業工作者、或監視性或間歇性工作者，其工作時間、休息、休假及夜間工作等得由雙方另行約定，不受中華民國勞動基準法有關規定之限制。

三、智慧財產權歸屬

1. 甲方茲承諾其任職乙方期間，因職務或乙方業務或與之有關之一切著作、專利、創作、發明、構想、技術或專門知識等而得享有之智慧財產權(包括但不限於著作權、專利權、專利申請權、商標專用權、半導體光罩權、積體電路佈局權、營業秘密等)，或雖與甲方之職務或業務內容無關但係利用乙方有形或無形資源、設備或經驗而完成之任何著作、專

利、創作、發明、構想、技術或專門知識，甲方除均應立即並完整地以書面告知乙方外，甲方並聲明與承諾：

- (1) 上開著作、專利、創作、發明、構想、技術與專門知識均係甲方獨立研發，並無抄襲或仿效他人之創作或研發成果，亦未侵害他人之智慧財產權或營業秘密。甲方同意如違反本款規定，係甲方之個人行為，與乙方及其董事、監察人、經理人與其他員工（以下簡稱「乙方人員」）無涉；若因此而致乙方或乙方人員涉訟或負民刑事責任，甲方應盡力協助乙方進行訴訟上之答辯及作證，並應賠償乙方及乙方人員所受之一切損害，包括但不限於訴訟費、律師費以及其所負擔之賠償金與相關費用；
 - (2) 該等著作、專利、創作、發明、構想、技術或專門知識等而得享有之智慧財產權，均應以乙方為唯一智慧財產權人及著作人；
 - (3) 如依法乙方無法於甲方完成該等智慧財產權時直接取得該等智慧財產之人格權或財產權時，甲方同意立即依乙方之指示，將前開智慧財產權之一切權利，包括申請權等，無償且無條件轉讓與乙方；
 - (4) 未獲乙方之事先書面同意，甲方不得將與前述著作、專利、創作、發明、構想、技術或專門知識有關之任何資訊透露予任何第三人；以及
 - (5) 甲方對於該等著作、專利、創作、發明、構想、技術與專門知識，以及相關之智慧財產權，無實施或利用之權。
2. 甲方茲承諾依乙方之要求，採取一切乙方認為取得及保持前項智慧財產權之一切權利（含人格權及財產權）所必須之一切行為。如乙方對前項所述各項權利，欲申請國內外相關智慧財產權之註冊或登記時，甲方不論於在職中或離職後，均應無償且無條件協助乙方完成移轉登記並為一切合理之配合。
3. 甲方應於簽訂本合約之前或同時，告知乙方其所擁有或與其他人共有之各項著作、專利、創作、發明、構想、技術或專門知識。

四、競業禁止

1. 甲方於任職乙方期間，非經乙方事前書面同意，不得為下列行為：
 - (1) 以自己或利用他人名義，為自己或他人之利益，經營與乙方業務相同或類似之事業，或投資該等事業達其資本額或已發行股份總數百分之五以上；或
 - (2) 擔任任何事業或個人之董事、監察人、經理人、員工、顧問、代理人或以任何名義提供勞務，不論為有償或無償，全職或兼職。
2. 甲方承諾於任職乙方期間及終止後二年內，非經乙方書面同意，甲方不得向乙方之供應商、客戶或任何與乙方有業務往來之人。招攬具有競爭性質之業務或與之從事任何交易行為，亦不得促使任何乙方之員工、代理人終止其與乙方間之僱傭或委任關係，或促使任何與乙方之供應商、

客戶或任何與乙方有業務往來之人終止其與乙方間之業務關係。

3. 倘若甲方對其以往之僱主負有一定期間、一定工作領域不得為特定行為之義務者，應於簽訂本合約時以書面告知乙方。甲方並保證其受僱於乙方之事實及受僱期間內，不違反其對其以往僱主之不競業義務。

五、責任、勤務與操守承諾

1. 於任職乙方期間，甲方應全心全力致力於乙方之工作與勤務。甲方在執行其職務時，應充分知悉並遵守適用之相關法令，並為乙方追求最大之利益。
2. 於任職乙方期間，甲方應充分瞭解並同意遵守乙方所頒布及修改之一切政策、辦法、規章、員工行為準則及規則，該等政策、辦法、規章及規則應視為本合約之一部份。
3. 甲方明示同意乙方得為其業務及其他合法目的，收集、使用、電腦處理及國內外傳輸甲方之個人資料。
4. 甲方承諾嚴格遵守乙方制定之所有對員工之品德與操守管理相關規定，於任職乙方期間絕不藉由其職位或職務，為自己或關係人*向與乙方交易之事業或個人（以下簡稱「乙方之交易相對人」）或乙方之員工，要求期約、收受賄賂或不正當利益*。
5. 倘乙方之交易相對人或乙方員工對甲方或關係人*行賄或提供不正當利益，甲方應立即向乙方之法務部門主管報告並提供相關證據。
6. 如甲方知悉其他乙方員工有違反本條之行為，甲方應向乙方之法務部門主管報告並提供相關證據。
7. 倘甲方負責保管或使用乙方之財產，甲方承諾決不會侵占、不當使用或挪用乙方之財產。
8. 甲方承諾決不唆使、利誘或幫助乙方人員離職或為違背職務之行為。
9. 甲方若與任何乙方之交易相對人有利益迴避之必要時，甲方應將該等情事揭露與乙方並向所屬主管報告，揭露辦法依乙方相關規定辦理。
10. 倘甲方違反本條第4、5、7、8、9項之規定，應視為重大違反本合約之行為，乙方得立即終止本合約，並得請求損害賠償。如甲方違反員工行為準則者，甲方同意乙方得按員工行為準則之規定懲處，最嚴重可終止本合約，並得請求損害賠償。如甲方違反本條第4項之規定，乙方並得請求甲方賠償乙方相當於自乙方之交易相對人所收受之賄賂或不正當利益*之三十倍價額作為懲罰性違約金。

* 關係人：指甲方之配偶、父母、配偶之父母、子女、兄弟姊妹、祖父母、外祖父母、孫子女、外孫子女及其它關係密切的親屬、朋友。

* 不正當利益：包括但不限於提供回扣、佣金、現金利益或有價證券、價值超過新台幣一千五百元之禮物或紀念品，或其他違反交易常規或與社會禮

儀或民俗習慣不符之饋贈或招待。

六、保密義務

1. 甲方承諾於任職乙方期間及離職後，對於其所得知或持有一切關於乙方所有或持有之任何資訊或文件，以及乙方依據契約或法令對第三人負有保密義務之任何資訊或文件（以下合稱「機密資料」），均應以善良管理人之注意妥為保管並確保其祕密性，並防止其無權使用、揭露或散布。
2. 甲方同意，非經乙方事前書面授權，不得為其本身或任何第三人之利益而複製、保有或利用任何機密資料，或將之洩漏、告知、交付第三人，或以其他任何方式使第三人知悉或利用該等機密資料，或對外發表或出版，亦不得攜至乙方辦公室以外之地點。
3. 本條所稱之機密資料，係指乙方所有、持有或知悉，且意欲保持其祕密性之一切資料及文件，以及乙方依據契約或法令對第三人負有保密義務之任何資料及文件，包括但不限於甲方任職乙方期間所創作、開發、取得或知悉之任何未經合法公開之一切營業上、管理上、財務上、技術上、生產上、銷售上或其他有關乙方之資訊；機密資料亦包括：
 - (1) 營業祕密、經營計劃、產銷計劃、採購計劃、產品開發計劃、產品測試計劃與報告、產品原始程式與軟體、產品定價計劃、產品價格、產品資料、市場分析資料、財務資料、人事資料、會計資料、顧客資料、供應商資料、經銷商資料、原料或成品庫存資訊、各類品質紀錄、交易祕密及其他與乙方營業活動和方式有關之資料。
 - (2) 電腦程式及其發展各階段中之所有相關文件、資料庫等。
 - (3) 發現、概念、構想、構圖、工程圖、產品規格、電路佈局、電路設計、流程圖、製程、模型、模具、樣品、零件、偵錯手冊、半導體晶片及其他專門技術。
4. 本合約所稱之機密資料包括各種口頭、書面、有體、無體之物品、文件、資訊及類比或數位儲存媒體，且不論該等機密資料有否以書面標以「機密」、「限閱」或「專屬權利」（或類似意義之文字），亦不論是否具有經濟上之價值。
5. 非甲方職務所應知之機密資料，甲方不得刺探或取得。機密資料以及其他甲方於職務上知悉或持有與乙方有關之任何資訊，甲方除於乙方任職期間內執行職務所必須外，不得使用之，亦不得對非任職於乙方之任何第三人以及無知悉必要之其他乙方員工揭露。如甲方擬將與乙方有關之資訊，揭露予有知悉必要之第三人，且該第三人非乙方之受僱人，或甲方擬對外為任何可能涉及乙方權利、義務或利益之表示時，非經乙方事前同意並與相關第三人簽署保密協議書，甲方不得為之。
6. 甲方因過失洩漏、交付或知悉他人洩漏、交付機密資料時，應立即告知

乙方。如未盡告知義務者，視同違反本條規定。

7. 所有記載或含有機密資料之文件、資料、圖表或其他媒體等之所有權，皆屬於乙方所有。甲方承諾於乙方要求時或本合約終止時，立即將其所持有或保管之機密資料及與該機密資料有關之全部來往函件、記錄原本、正本、磁帶及磁碟等記錄媒體、抄件、節本、複本、影本及其他文件，全數交付與乙方或其指定之人，並不得以任何方式留存。
8. 倘若甲方對其以往之僱主或其他第三人依法令或契約負有保密等義務者，應於簽訂本合約時以書面告知乙方。甲方並保證其受僱期間內，不違反其對以往僱主及第三人之保密義務。

七、他人智慧財產

就甲方前僱主或其他第三人之營業秘密或智慧財產，非經甲方前僱主或該其他人之書面授權，甲方保證絕不引用或使用任何該等營業秘密或智慧財產於甲方之職務行為。甲方並保證，不將他人未合法授權之營業秘密或智慧財產揭露予乙方、唆使乙方使用或自行使用於職務上。

八、合約終止

1. 本合約得隨時因雙方合意而終止。
2. 乙方得因甲方違反法令、本合約、職務上有故意或重大過失之行為，或違反乙方政策、辦法、規章或規則等情節而立即終止本合約。
3. 甲方如欲離職時，必須依下列預告規定向乙方提出申請，經乙方核准並辦妥相關手續，始得為之，其預告期間為：
 - (1) 試用期間，甲方如屬一般職員必須於三天前預告之，如屬資深工程師及主任級（含）以上職員必須於七日前預告之。
 - (2) 正式員工，甲方如屬一般職員，繼續工作三個月以上一年未滿者，應於十日前預告之。繼續工作一年以上三年未滿者，應於二十日前預告之。繼續工作三年以上者，於三十日前預告之。
 - (3) 正式員工，甲方如屬資深工程師及主任級（含）以上正式職員，無論在職期間若干，均須於三十日前預告之。
 - (4) 如甲方不遵守上述規定，乙方得將事實註明於離職證明書或於預告期滿時始發給離職證明書，甲方不得異議。
4. 如甲方為外國人且與在中華民國境內設有戶籍之國民結婚並獲准居留者，若甲方之居留期滿或居留許可經主管機關廢止、撤銷等而失其效力，或依法令不得在中華民國境內工作者，甲方應立即通知乙方，且自甲方喪失合法居留權或依法令不得在中華民國境內工作時甲乙雙方之聘僱關係隨即終止，甲方不得因此訴求資遣費。
5. 本合約第三條、第四條第 2、3 項、第五條第 8、10 項、第六條、第八

條第4項、第九、十、十一、十五條，不因雙方聘僱關係之終止而失其效力。

九、返還公司財產

甲方所持有或保管之乙方財產，包括甲方在任職期間所處理業務之全部來往函件、記錄及磁帶、磁碟、抄件、節本、複本、影本及其他文件，於乙方要求或本合約終止時，應立即將其交付乙方或其指定之人並辦妥相關手續，不得私自留存或外流。

十、甲方若違反本合約之任何規定，乙方除得據以終止本合約外，甲方並應賠償乙方所受一切損害及所生之一切費用，並依相關法令負擔民刑事責任。

十一、本合約條款可予分割，且其中任一條款如經任何具管轄權之法院認為無效或無強制力時，不影響其他條款之效力。

十二、任何一方當事人所發之通知應以書面為之，並經送達他方當事人而生效力。

十三、本合約任何條款之拋棄、變更或修正，非經他方當事人事前書面同意，不生效力。

十四、甲乙雙方間之權利義務關係，本合約有規定者概依本合約，本合約未規定者悉依乙方工作規則及中華民國相關法令辦理。法令未規定者，依電子設備製造業之慣例處理之。

十五、關於本合約或因本合約而產生之任何糾紛，雙方依誠信協調解決。如有訴訟之必要時，雙方同意以桃園地方法院為第一審管轄法院。

立約人：

甲

方：

葉甫仁

身分證字號：J121673253

地

址：

新竹縣新埔鎮田新里信義二街19巷3號

乙

方：

宏達國際電子股份有限公司

代

表

人：

王雪紅

地

址：

桃園市興華路23號



中華民國

102 年

4 月

1 日