

## PATENT ASSIGNMENT COVER SHEET

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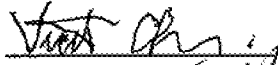
EPAS ID: PAT3637962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT CONTRACT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CHIA-NING LU	08/23/2010
<b>RECEIVING PARTY DATA</b>		
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<b>State/Country:</b>	TAIWAN	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	14953967
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<b>SIGNATURE:</b>	/JASON W. BRYAN/	
<b>DATE SIGNED:</b>	12/01/2015	
<b>Total Attachments: 14</b>		
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# STATEMENT

This is to certify that the subject matters in the U.S. patent application, titled "ELECTRONIC DEVICE AND METHOD FOR DISPLAYING REMAINING BATTERY CAPACITY OF THE ELECTRONIC DEVICE," was made by CHIA-NING LU, for and during his employment with Hon Hai Precision Industries Co., Ltd. (Hon Hai) from 23/08/2010 to 05/02/2015, and according to and by the operation of his employment agreements with Hon Hai, the subject matters are owned by, or transferred to Hon Hai.

  
Date: 2015.11.16

[Name] GUAN-CHI CHEN

[Title] Sr. AVP

[Company] MTS Product Development of Hardware Design Department of CNSBG,  
Hon Hai Precision Industries Co., Ltd.



鴻海精密工業股份有限公司

誠信廉潔暨智慧財產權約定書

員工代號：829625

員工姓名：曾家寧

## 誠信廉潔暨智慧財產權約定書

本人 魯家寧 服務於鴻海精密工業股份有限公司，因執行業務接觸機密資料，涉及智慧財產權。為遵守該機密資料、智慧財產權及誠信廉潔等相關規約，本人茲簽署本約定書，以昭信守：

### 第一條 定義

下述定義，除依本約定另做解釋外，均按本條理解：

- 1.1 “鴻海”係指鴻海精密工業股份有限公司及其在國內外所組設之公司、辦事處、工廠、關係企業及（或）其他營業組織。
- 1.2 “智慧財產權”係指全球專利權、商標權、著作權、工業設計、專門技術、營業秘密、積體電路電路佈局及（或）其他智慧財產權，以及相應的標的、權能、申請權及實施權。
- 1.3 “機密資料”除含法定營業秘密外，還包含其實質或潛在財產利益或經濟價值的任何形式之機密資訊，如圖樣、規格、原型、製程、工藝、程式、設計、配方、概念、發現、提案、模具、原始碼、目的碼、著作原件、操作手冊、系統文件、輸出格式、輸入格式、檔案結構、程式說明表、品質資料、專門技術、客戶資料、報價資料、訂單訊息、退貨訊息、採購資料、成本資料、產品開發計畫、生產排配（佈局）、檢測資料、建廠資料、產能計畫、環保資料、通訊網路資料、投資資料（訊）、合作資料（訊）、薪資資料、人事布局、計畫中的訴訟、半導體晶片及其他銷售資料、技術資料、財務資料、人事資料與經營資料等，以及依約或依法規範之機密資訊。
- 1.4 “密碼”係指通信網路設備使用密碼、電話使用密碼、專線使用密碼、電腦使用密碼、網際網路使用密碼、FTP使用密碼、NOTES使用密碼及其他於執行職務過程中所接觸、知悉、持有、使用之一切密碼。
- 1.5 “關係企業”係指直接或間接擁有（被擁有）或控制（被控制）其財務、技術、生產、採購、市場或人事之公司，或直接或間接同為第三方擁有（被擁有）或控制（被擁有）之公司，包括但不限於公司法定義之從屬公司及相互投資公司。
- 1.6 “創作”係指產生或足以產生智慧財產權及（或）機密資料之行為，包括但不限於發明、創作、開發、設計、著作、發現、改良、更新、取得或執行。
- 1.7 “競業禁止補償費”係指於鴻海服務期間所受領之所有獎金（年終獎金及績效獎金）及員工分紅股票（股票價值以離職日之市價或淨值較高者計算）之半數（百分之五十）。

### 第二條 本約宗旨

- 2.1 本人瞭解鴻海就其產品、研發、製造、行銷、管理、客戶、電腦軟體（程式）、營運模式（Business Model）等業務及相關技術、服務投入龐大資金及人力物力，享有經濟效益及商譽；本人亦深悉本人知悉、參與並接觸鴻海各項業務、機密資料係基於鴻海對本人履行本約之信賴。本人若未履約或違反本約規定，將對鴻海前述投資、經營、商譽或經濟權益產生不利影響，甚至發生直接或間接損害，構成不公平競爭，影響產業公平秩序。
- 2.2 本人瞭解如期履行與鴻海間各合約、協議、承諾（含本約）為本人獲取薪資報酬之合理對價，鴻海依鴻海獎金作業制度發放之年終獎金、績效獎金及員工分紅股票係本人簽署履行本約之完整對等對價。

### 第三條 權利歸屬

- 3.1 為釐清鴻海與本人間智慧財產權歸屬，本人將詳陳本人任職於鴻海前屬於前雇主或本人之智慧財產權，並記載於《<附表>>》。本人同意鴻海得無償使用屬於本人之智慧財產權。
- 3.2 本人於職務上創作之智慧財產權及（或）機密資料專屬鴻海或鴻海指定人享有，本人應依本條轉讓並協助轉讓該智慧財產權及（或）機密資料予鴻海或鴻海指定人。如創作屬著作人，本人同意以鴻海或鴻海指定人為著作人。
- 3.3 鴻海同意本人於非職務及非關職務事務上創作之智慧財產權及（或）機密資料屬本人享有，惟，若該智慧財產權及（或）機密資料係利用鴻海之設備、儀器、材料、資訊、工作時間、或智慧財產權或其他有形及無形資源所創作者，則該智慧財產權及機密資料仍屬鴻海或鴻海指定人享有，本人應依4.3條規定配合轉讓該智慧財產權及（或）機密資料予鴻海或鴻海指定人。

### 第四條 協力條款

- 4.1 本人瞭解鴻海保護尊重智慧財產權法之決心，為此鴻海將隨時對本人進行智慧財產權保護政策宣導，本人

同意配合鴻海遵守。本人保證不會直接或間接抄襲、竊用或侵害前雇主或任何第三人之智慧財產權及(或)機密資料，以從事或執行鴻海任何業務或工作。

- 4.2 本人將以書面在合理時間內將其依第3.2條、第3.3條所創作之智慧財產權及(或)機密資料提交鴻海，如經鴻海要求，本人應向鴻海補充說明其創作之智慧財產權及(或)機密資料。
- 4.3 本人將協助鴻海或鴻海指定人於各國家及地區申請、取得並註冊各該智慧財產權，包括但不限於簽署(或蓋章)申請書、宣誓書、讓與書、切結書和其他法律文件，以及提供與各該智慧財產權申請、保護及訴訟有關之資料。若本人未簽署(或蓋章)本條款所述之任何法定文件者，本人同意依本約授權鴻海或鴻海指定人替本人簽署各類相關法定文件。

#### 第五條 競業禁止條款

- 5.1 本人承諾於任職鴻海期間不從事任何與鴻海業務(含計劃中的業務)或與其業務有關之事務相競爭之行為(包含提升、改善競爭者競爭力之行為等)，不論直接或間接、有償或無償，包括但不限於兼任或擔任與鴻海營業相同或相類似之他企業之顧問、總裁、董事、執行長、監察人、經理人、特別助理或其他職務。
- 5.2 本人同意自離職日起貳年內不直接或間接在鴻海所在國家及地區從事任何與鴻海業務(含計劃中的業務)或其業務有關之事務相競爭之行為，包括但不限於提升、協助、改善鴻海競爭者競爭力，為鴻海競爭者服務或提供勞務，接觸、拜訪鴻海客戶(含交易洽商中之客戶)、向鴻海客戶銷售與鴻海產品相同或相似之產品、或向鴻海競爭者銷售或授權與鴻海產品、技術相同或相似之產品、技術或智慧財產權。
- 5.3 本條所述競業禁止之區域，包括臺灣、大陸、香港、日本、新加坡、馬來西亞、美國、加拿大、英國、愛爾蘭、捷克、匈牙利及其他鴻海或其關係企業營業所在地區或國家。
- 5.4 為合理補償本人履行競業禁止之義務，鴻海將支付競業禁止補償費。如競業禁止之補償費未達法律或勞動主管機關所頒布之法定補償標準，則以法定補償標準為準。但本人同意鴻海得選擇免除支付競業禁止補償費之一部或全部而以書面豁免第5.2條所述義務之一部或全部。
- 5.5 如本人違反本條規定，本人應負賠償責任，並於鴻海指定期限內將5.4條之補償及違約所得返還予公司，並願以上述金額總額的30%計算支付違約罰金。

#### 第六條 保密條款

- 6.1 本人於任職期間所知悉、接觸、持有、使用之機密資料及密碼，係鴻海或其客戶賴以經營之重要資產，本人應以善良管理人注意義務採取有效的措施保護該機密資料及密碼，且本人於任職期間或離職後均不得以任何方式洩露或將該機密資料及密碼交付予任何第三人。除為履行職務且經鴻海事先同意外，本人於任職期間或離職後均不得為自己或他人之利益直接或間接使用公司機密資料及智慧財產權。
- 6.2 本人應嚴格遵守鴻海頒布之通信網路使用相關規約，於服務期間及離職後均不得為鴻海職務以外之其他目的使用密碼，不得盜用或竄改密碼。
- 6.3 本人瞭解鴻海設有專門對外發言及訊息披露制度，本人承諾嚴格遵守該發言及訊息披露制度。本人瞭解在鴻海依法公布或被揭露任何營運訊息前，本人若擅自向第三人告知、傳播或提供有關鴻海之客戶資料、報價資料、訂單訊息、退貨訊息、採購資料、成本資料、產品開發計畫、企業發展策略及計畫、生產排配(布局)、檢測資料、建廠資料、營運模式、產能計畫、環保資料、通訊網路資料、投資資料(訊)、合作資料(訊)、人事資料及其他銷售資料、技術資料、財務資料、或其他對股東權益或證券價格有重大影響之事項者，將影響證券交易秩序，違反證券法令之規定，如依中華民國法律，本人尚應承擔相關刑事責任及該上市公司與台灣證券交易所開簽訂契約之賠償及違約責任。

#### 第七條 誠信廉潔

- 7.1 本人瞭解鴻海設有誠信廉潔相關規約，本人應嚴格遵守，即不向鴻海交易對象(包括協力廠商、客戶、供應商或服務者等，且無論交易是否成交)約定或索取任何不正當利益，包括回扣、佣金、不當饋贈或招待等。
- 7.2 本人承諾於任職期間或離職後不為自己或他人之利益，唆使或利誘鴻海或其關係企業員工離職或違背職務，或對鴻海或其關係企業員工進行賄賂或約定不正當利益。

#### 第八條 離職條款

- 8.1 本人所占有、使用、監督或管理之與智慧財產權有關之資料、機密資料及任何鴻海文件、資料為鴻海財產，本人應於離職時悉數交還鴻海。
- 8.2 本人在辦理離職手續時，應依鴻海要求以書面再次確認本約所述義務，並接受鴻海安排之離職面談。
- 8.3 本人接受新雇主聘僱或與他人合夥、合作或合資之前，應將簽署本約之相關義務通知新雇主、合夥人、合作者或合資者。
- 8.4 本人將自離職日起貳年內以書面隨時將其所創作而與鴻海營業有關之智慧財產權及(或)機密資料提交鴻海，由鴻海確認各該智慧財產權及(或)機密資料的權利歸屬。在此之前，本人不會以自己或他人名義就各該智慧財產權提出有關之申請、登記或註冊，本人亦不得做出有損各該智慧財產權的取得、申請、登記或



註冊之行為。如本人不能證明各該智慧財產權及(或)機密資料係在離職後創作者，則視為係在鴻海任職期間職務上之創作。

### 第九條 其他條款

- 9.1 本人同意並瞭解於任職期間從鴻海精密工業股份有限公司及(或)其關係企業每年所受領之所有獎金(年終獎金及績效獎金)及員工分紅股票之百分之五十(以下簡稱「報酬」)係本人完全履行本約義務(競業禁止義務除外)之對價。若本人違反本約第五條以外規定，除依有關法律負民事賠償及(或)刑事責任外，並應在鴻海通知期限內以現金返還本人最近季年所受領之上述報酬予鴻海。
- 9.2 若返還標的係上市(櫃)公司股票者，則以離職日或最接近離職日(含離職前股票處分日)之台灣證券交易所(財團法人中華民國櫃檯買賣中心)該上市(櫃)公司股票收盤價為基準折算為現金。
- 9.3 本人若違反本約第 6.1、6.2、6.3、7.1 及 7.2 條規定，應依鴻海決定另外給付新台幣壹拾萬元以上伍佰萬元以下之違約罰金予鴻海。此外，本人若違反本約第 7.1 或 7.2 條，應依鴻海決定將所收受之不正當利益及其按周年利率 8% 計算之利息交付予公司。
- 9.4 本約自本人在鴻海任職日起生效，且優先於《服務約定書》適用。除本約外，依鴻海要求，本人同意另配合鴻海簽署《電腦及其軟體使用約定書》。
- 9.5 本人同意如鴻海因業務發展需要，需移轉勞務關係于鴻海關係企業者，本人將配合辦理相關移轉手續，本約將於勞務關係移轉完成之日自動移轉予該關係企業。
- 9.6 本約任何條款若因違反法律強制規定而經法院宣告無效，其餘條款仍有效。
- 9.7 本人同意以鴻海公司或其關係企業所在地或本人之住居所法院為非專屬管轄法院。


此致

鴻海精密工業股份有限公司

立約定書人： 魯家寧   
 身分證字號： F125974829  
 日期： 99 年 8 月 23 日  
 見證人：  (人力資源主管)

【附表】請在不洩露秘密的範圍內記載本人創作之智慧財產權：

※本附表所載為本人在鴻海任職前所創作之智慧財產權。如無，請填「無」即可。

<p>無</p>	<p>簽名： <u>魯家寧</u> </p>
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Confidential

Hon Hai Precision Industry Co., Ltd.

INTEGRITY AND INTELLECTUAL PROPERTY RIGHTS  
AGREEMENT

Employee name: Chia-Ning Lu

Employee Number: 829625



## INTEGRITY AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

I, Chia-Ning Lu, serving in Hon Hai Precision Industry Co., Ltd., due to the work need, has access to and uses secrets involving intellectual properties. To comply with the Intellectual Property Rights protection, confidentiality and the fiduciary duty, I signs this agreement to express my integrity.

### 1. Definitions

Unless otherwise provided in this agreement, terms used herein shall have the meaning as set forth below:

- 1.1. "Hon Hai" shall mean corporations, offices, factories, affiliated enterprise or any other business organization which are directly or indirectly set up by the Hon Hai Precision Industry Co., Ltd. local or in foreign countries and regions.
- 1.2. "Intellectual Property Rights" shall mean patents, trademarks, copyrights, industrial designs, know-how, trade secrets, integrated circuit layouts and other Intellectual Property Rights worldwide, and the rights related thereto, including without limitation, rights to use, prosecute, register and enforce.
- 1.3. "Confidential Information" shall mean, in addition to and including trade secret designated by law, any and all proprietary information, in any form, with existing or potential economic value; including without limitation, drawing, specification, prototype, process, technology, formulas, design, recipe, concept, discovery, proposal, molding, sources code, object code, manual, system documentation, input/output format, file structure, procedure, quality, know-how, customers, quotation, purchase order, product return documentation, procurement, product cost, plan of research and development, production arrangement, testing materials, plant establishment, production plan, environmental protection, network, investment, personnel information and payroll, suit in contemplation, IC wafer layout, distribution materials, technology, financial information, human resources, management and operation information, and other proprietary information according to mutual agreements or laws.
- 1.4. "Password" shall mean the password access to network, telephone, designated telephone line, computer, internet, intranet, FTP, Lotus notes and/or any other passwords I own, have access to, know, learn, hold, or use in the course of my employment.
- 1.5. "Affiliates" shall mean any business entity that directly or indirectly controls or manages of the other companies, or is directly or indirectly controlled or managed by the other companies, the finance, technology, production, procurement, marketing or personnel, or the entity that is directly or indirectly owned by the third parties holding interest or control in the Company, including without limitation, affiliates and subsidiaries.

- 1.6. "Creation" shall mean any acts to create and cause creation of the Intellectual Property Rights, including without limitation, acts to invent, create, develop, design, compose, discover, improve, update, acquire or enforce.
- 1.7. "Compensation for non-competing" shall mean a half (50%) of a sum of all bonuses (year-end bonuses and performance bonuses) obtained during the period of serving Hon Hai and stock allocations (the value of the stock is calculated according to the maximum value of the market value or net worth of the stock).

## **2. Objective**

- 2.1. I understand and acknowledges that Hon Hai has invested, is investing and will invest extensive amount of money, materials, human resource and time on and to its products, research and development, manufacture, marketing, sales, management, customer, computer software, business models and the related technologies and services, and has obtained or will obtain economic interests and goodwill. I also understand and acknowledge that my involvement in and knowledge of Hon Hai's business, operation, and Confidential Information is conditioned on and subject to Hon Hai's reliance on my full and satisfactory performance under this agreement. Any of my failure or breach of this agreement will damage, impair and affect Hon Hai's investment, management, goodwill, and economic interest, and cause direct or indirect damage and unfair competition to Hon Hai.
- 2.2. I understand and acknowledges that fulfilling the contracts, agreements (including this Agreement) with Hon Hai, would be reasonable equivalent for my compensation received from Hon Hai; the year-end bonus, performance bonus, and allocated stock paid by Hon Hai according to the bonus system of Hon Hai is a reasonable equivalent to a complete fulfillment of this Agreement by me.

## **3. Intellectual Property Ownership**

- 3.1. I hereby declares and certifies all Intellectual Property Rights made by me and belonging to myself or my former employers, and recite the same in the attachment hereafter. I agrees that Hon Hai can utilize the Intellectual Property Rights belonging to me without compensation.
- 3.2. I agrees that any and all Intellectual Property Rights and Confidential Information Made by me and during on my employment and work for Hon Hai belong to Hon Hai or the persons or entities designated by Hon Hai (the Designated), and I shall transfer and help transfer title, ownership, interest thereto to Hon Hai or the Designated. In the event of copyrightable work, I agrees that Hon Hai or the Designated shall be the authors.
- 3.3. I shall own title, ownership and interest to the Intellectual Property Rights Made by me using or

based on information and technology other than those arising from or related to my employment or work herein. Notwithstanding the foregoing, the Intellectual Property Rights and Confidential Information Made by me using equipment, facilities, materials, information, work hours, Intellectual Property Rights, and other resources, tangible or intangible, of Hon Hai shall belong to Hon Hai or the Designated, and I agree to transfer and help transfer such Intellectual Property Rights to Hon Hai or the Designated according to sub-section 4.3 herein.

#### **4. Assistance and Duties**

- 4.1. I understand and acknowledge the determination of Hon Hai in Intellectual Property protection. Therefore, Hon Hai will promote the Intellectual Property protection, I shall strictly comply with all instructions and policy promulgation of Hon Hai in its Intellectual Property protection. I shall not, directly or indirectly, by any means, copy, steal, or infringe upon the Intellectual Property Rights and Confidential Information of my former employers or any third parties, nor make use of any hereof in the work for Hon Hai.
- 4.2. I shall promptly notify Hon Hai of, and provide Hon Hai with, in writing the Intellectual Property Rights and Confidential Information Made by me according to Section 3.2 and 3.3. Upon Hon Hais request, I shall provide additional and supplemental documents and information related thereto.
- 4.3. I shall promptly assist and fully cooperate with Hon Hai or the Designated in prosecution, registration or acquisition of the Intellectual Property Rights in the areas designated by Hon Hai; including, without limitation, executing prosecution documents, affidavits, assignment, and other legal documents, and provision of documents related to and necessary for prosecution, protection, and claims and suits thereto. I hereby designate Hon Hai as my legal representative in executing the foregoing documents upon my failure to respond to and execute these documents.

#### **5. Non-Competition Item**

- 5.1. I promise that I would never act (including the actions of promoting or improving the competitiveness of any competitor) in competing with the businesses (including the businesses being planned) of Hon Hai or the affairs related to the businesses of Hon Hai, the actions include but are not limited to hold a post or hold a concurrent post of Counselor, President, Director, CEO, Supervisor, Manager, Special Assistant, or others in other companies which engage in the same or similar kind of business, no matter directly or indirectly, paid or unpaid.
- 5.2. I agree I would never act in competing with the businesses (including the businesses being planned) of Hon Hai in the countries or areas where the Hon Hai has its business, during two years from the time when I quit from Hon Hai, including but not limited to promote, assist, or

improve the competitiveness of any competitor of Hon Hai, serve or provide labor for the competitor of Hon Hai, contact with, call on the customer of Hon Hai (including the customer being talked with Hon Hai), sell the same or similar kind of products as Hon Hai to the customer of Hon Hai, or sell or authorize the same or similar kind of products, technologies, intellectual properties as Hon Hai to the competitor of Hon Hai.

- 5.3. The areas of non-competition include Taiwan, mainland China, Hong Kong, Japan, Malaysia, America, Canada, Great Britain, Ireland, Czech, Hungary, and other countries and areas where Hon Hai or its related companies have their business.
- 5.4. To reasonably compensate compliance of the non-competition by me, Hon Hai shall pay compensation fee of non-competition. The compensation fee of non-competition should be determined by the compensation standard issued by the competent department of labor. I agree that Hon Hai can select to not to pay a part of or the whole compensation fee to exempt the part of duties or the whole duties in 5.2.
- 5.5. If I violate this item, I shall bear the responsibilities of compensation, and restitute the compensation fee and the gains obtained by violating this item to Hon Hai before the date designated by Hon Hai, and I agree to pay the fine of violating the item calculated by 30% of the sum of the compensation fee and the gains obtained by violating this item.

#### **6. Confidentiality Item**

- 6.1. The confidential information and passwords which are known, accessed, possessed, and used by me during my service in Hon Hai, are important property of Hon Hai and its customers, I shall protect the confidential information and passwords by adopting effective actions, and I cannot disclose or delivery the confidential information and passwords to other persons by any methods. Unless to execute task and be promised by Hon Hai, I cannot use the confidential information and intellectual property of Hon Hai, no matter directly or indirectly, for myself or for other persons, during serving Hon Hai or after separating from Hon Hai.
- 6.2. I shall strictly follow rules and regulations of communication network issued by Hon Hai, and may not to use the password when I serve in Hon Hai or separate from Hon Hai, unless for the purpose of finishing the my duty to Hon Hai, and I may not embezzle or tamper the password.
- 6.3. I know Hon Hai has set rules and regulations specified for making public comments and disclosing information, I promise to follow the rules and regulations specified for making public comments and disclosing information. I know if I tell, broadcast, or provide information including, without limitation, customers, quotation, purchase order, product return documentation, procurement, product cost, plan of research and development, production arrangement, testing materials, plant establishment, business mode, production capacity plan, environmental protection, network, investment, cooperation, personnel information and payroll,

technology, financial information, or other information that would affect the rights of shareholder or the price of securities before Hon Hai issues or discloses any such business information, or would effect the financial order and violates the law of securities, such as the law of Taiwan, I should bear related criminal responsibility and the compensation and violation responsibility of the agreement signed by the listed company and the stock exchange corporation of Taiwan.

#### **7. Integrity**

- 7.1. I am aware that Hon Hai and I have made an agreement of integrity, I shall strictly follows the agreement, and cannot extort the kickbacks from trade partners of Hon Hai or give kickbacks to the trade partners, including but not limited to rebate, commission, improper present, or serve.
- 7.2. I promise that I may not to instigate or lure employees of Hon Hai or its related companies to resign or violate the duty, or bribe or give kickbacks to employees of Hon Hai or its related companies, for myself or others, during the period of serving in Hon Hai or separating from Hon Hai.

#### **8. Dimission**

- 8.1. The documents related to the intellectual property, the confidential documents and any documents of Hon Hai possessed, used, supervised, managed by me is the property of Hon Hai, I shall return all of the documents to Hon Hai when I separate from Hon Hai.
- 8.2. I shall confirm the duty/ies listed on this agreement in written form, and accept an interview arranged by Hon Hai, when I have completed the separation procedure.
- 8.3. I shall inform my duty of this agreement to a new employer, partners, joint venturers before I employed by the new employer, or cooperate with other peoples.
- 8.4. I would surrender intellectual properties created by me but related to the business of Hon Hai and (or) the confidential documents of Hon Hai to Hon Hai during two years from the time when I separate from Hon Hai, and the ownership of the intellectual properties and the confidential document should be determined by Hon Hai. Before doing the above actions, I would not apply or register the intellectual properties, and I also would not do any actions damaging the acquirement, application, register of the intellectual properties. If I cannot prove that the intellectual properties and the confidential documents are created by me after separating Hon Hai, the intellectual properties and the confidential documents should be taken as the creation when I serving for Hon Hai.

#### **9. Miscellaneous**

- 9.1. I am aware that a half (50%) of a sum of all bonuses (year-end bonuses and performance bonuses)

obtained during the period of serving Hon Hai and its related companies and stock allocations is a reasonable equivalent to a complete fulfillment of this Agreement (excepting the non-competition item) by me. If I violates the rules of this agreement excepting the fifth item, I shall bear the civil compensation and (or) criminal responsibility, and shall return in cash all of the above-mentioned bonuses to Hon Hai before the due date notified by Hon Hai.

- 9.2. If the bonuses to be returned are the stock of a listed company, the cash value is calculated according to the closing price of the stock of the listed company noticed by the Taiwan stock exchange corporation at that day separating from Hon Hai or the day (including a day when the closing price is noticed before I separates Hon Hai) most near the day separating from Hon Hai.
- 9.3. If I violate the rules in the 6.1, 6.2, 6.3, 7.1 and 7.2 of this agreement, I should pay fins greater than 100 thousand new Taiwan dollars and less than 5 million new Taiwan dollars to Hon Hai. If I violate the rules regulated in the 7.1 or 7.2, I should return the any gain related to such violation and its interest calculated by 8% annual interest rate to Hon Hai according to the decision of Hon Hai.
- 9.4. The agreement takes effect from the first day I servers in Hon Hai, and is adopted prior to 《service agreement》. I agree to sign 《computer and software using agreement》 in addition to this agreement, according the requirement of Hon Hai.
- 9.5. I agree that if Hon Hai needs to transfer the labor relationship to the related companies of Hon Hai, I shall assist to process related transfer procedures, this agreement is transferred to the related company when the transfer procedures are completed.
- 9.6. If some items of this agreement are declared to be invalidated by court, the other items of this agreement are also valid.
- 9.7. I agree the court sitting in the place of Hon Hai and its related companies or my residence is the court of jurisdiction.

To:

Hon Hai Precision Industry Co., Ltd.

Signed and executed by: Chia-Ning Lu

Identification number: F125974829

Date: 99 Year August Month 23 Day

【Attachment table】 please write the Intellectual Property Rights make by self

\*The attachment table records all Intellectual Property Rights vested with former employers or prior by self. If have not, please tables {none}

None

Signature: Chia-Ning Lu

TRANSLATOR'S STATEMENT

I, Yuan Zhou, hereby declare that I am well conversant in both the English and Chinese languages, and the attached documents i true translations of the INTEGRITY AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT of the inventor named CHIA-NING LU, to the best of my capability.

By Yuan Zhou

Yuan Zhou

2015.11.16

Date