

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MING-JAAN HO	05/17/2017
MAO-FENG HSU	05/17/2017
SHOU-JUI HSIANG	05/16/2017
NAN-KUN HUANG	05/16/2017
YU-WEN KAO	05/16/2017
CHIA-YIN TENG	08/17/2017
CHING-HSUAN LIN	05/17/2017
RECEIVING PARTY DATA	
Name:	Zhen Ding Technology Co., Ltd.
Street Address:	No. 6, Lane 28, San Ho Rd., San Shi Village
City:	Tayuan, Taoyuan
State/Country:	TAIWAN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15689166
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	KELVIN LIU
SIGNATURE:	/Kelvin Liu/
DATE SIGNED:	08/29/2017
Total Attachments: 16	

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ASSIGNMENT

THIS ASSIGNMENT, by:

- | | | | |
|----|-----------------|---------------|-------------------------|
| 1. | MING-JAAN HO | , residing at | Tayuan, Taoyuan, Taiwan |
| 2. | MAO-FENG HSU | , residing at | Tayuan, Taoyuan, Taiwan |
| 3. | SHOU-JUI HSIANG | , residing at | Tayuan, Taoyuan, Taiwan |
| 4. | NAN-KUN HUANG | , residing at | Tayuan, Taoyuan, Taiwan |
| 5. | YU-WEN KAO | , residing at | Tayuan, Taoyuan, Taiwan |
| 6. | CHIA-YIN TENG | , residing at | Tayuan, Taoyuan, Taiwan |
| 7. | CHING-HSUAN LIN | , residing at | Tayuan, Taoyuan, Taiwan |

(hereinafter collectively referred to as the "Assignor"), WITNESSETH:

WHEREAS, said Assignor has invented certain new and useful improvements in a:

RESIN COMPOSITION, POLYIMIDE FILM AND METHOD FOR MANUFACTURING POLYIMIDE FILM

set forth in an application for Letters Patent of the United States,

[x] being executed concurrently hereinwith; or
[] filed on _____, with U.S. Serial No. _____.

WHEREAS,

ZHEN DING TECHNOLOGY CO., LTD. a corporation duly and lawfully organized, and having a principal place of business at: **No. 6, Lane 28, San Ho Rd., San Shi Village, Tayuan, Taoyuan, Taiwan, R.O.C.**

(hereinafter collectively referred to as the "Assignee").

is desirous of acquiring the entire right, title and interest in and to said inventions and applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon:

NOW, THEREFORE, in consideration of one Dollar (\$1.00 USD) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said

Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignor's interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made;

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignor is the lawful owner of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that said Assignor will, whenever counsel of said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns;

ASSIGNOR(S) does/do hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

1.	<u>Ming Jaan Ho</u> MING-JAAN HO	<u>2017.5.17</u> Date
2.	<u>MAO-FENG HSU</u> MAO-FENG HSU	<u>2017/5/17</u> Date
3.	<u>Shou-Jui Hsiang</u> SHOU-JUI HSIANG	<u>2017/5/16</u> Date
4.	<u>Nan kun Huang</u> NAN-KUN HUANG	<u>2017/5/16</u> Date
5.	<u>YU-WEN KAO</u> YU-WEN KAO	<u>2017.05.16</u> Date
6.	<u>CHIA-YIN TENG</u> CHIA-YIN TENG	<u> </u> Date
7.	<u>Ching Hsuan Lin</u> CHING-HSUAN LIN	<u>2017/05/17</u> Date

STATEMENT

This is to certify that the subject matters in the U.S. patent application, titled "RESIN COMPOSITION, POLYIMIDE FILM AND METHOD FOR MANUFACTURING POLYIMIDE FILM" was made by CHIA-YIN TENG, for and during his employment with ZHEN DING TECHNOLOGY CO., LTD. (ZHEN DING) from 2015.10.1 to 2017.2.27 and according to and by the operation of his employment agreements with ZHEN DING, the subject matters are owned by, or transferred to ZHEN DING.

Lee, Pao-Yuan

Date: 2017.8.17

[Name] LEE, PAO-YUAN

[Title] SENIOR MANAGER

[Company] ZHEN DING TECHNOLOGY CO., LTD.

誠信康潔暨智慧財產權約定書

本人 陳嘉志 服務於 誠信康潔科技股份有限公司，因執行業務接觸機密資料，涉及智慧財產權，為遵守誠信康潔資料、智慧財產權及誠信康潔等相關契約，本人茲簽署本約定書，以昭信守；

第一條 定義

下述定義，除依本局另做解釋外，均按本條理解：

- 1.1 "誠信康潔" 係指 誠信康潔科技股份有限公司 及其在國內外所組織之公司、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、標記、申請權及實施權。
- 1.3 "機密資料" 除依法定營業秘密外，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、報告、器具、原始碼、目的碼、零件零件、操作手冊、系統文件、輸出格式、輸入格式、檔案結構、程式說明書、品質資料、專門技術、客戶資料、報價資料、訂單訊息、運貨訊息、採購資料、成本資料、產品開發計畫、生產排程 (佈局)、檢測資料、廠廠資料、產能計畫、環保資料、通訊網路資料、投資資料 (組)、合作資料 (組)、薪資資料、人事資料、計畫中的研發、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，以及依約或依法規之機密資訊。
- 1.4 "密碼" 係指 透過網路設備使用密碼、電話使用密碼、專線使用密碼、寬網使用密碼、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 誠信康潔 任期期間所支領之所有獎金 (年終獎金及績效獎金) 及員工分紅股款 (按票價以離職日之市價或每股較高者計算) 之半數 (百分之五十)。

第二條 本約宗旨

- 2.1 本人瞭解 誠信康潔 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，願將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 誠信康潔 各項業務、機密資料係基於 誠信康潔 對本人履行本約之信賴。本人若未依約定違反本約定，將對 誠信康潔 造成投資、經營、商譽或經濟權益及不利影響，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 誠信康潔 間合約、協議、承諾 (含本約) 為本人領取薪資報酬之合理對價， 誠信康潔 應將 獎金作業別及發放之年終獎金、績效獎金及員工分紅股款與本人簽署履行本約之完整對等對價。

第三條 權利歸屬

- 3.1 為澄清 誠信康潔 與本人間智慧財產權歸屬，本人將詳陳本人任職於 誠信康潔 前屬於前雇主或本人之智慧財產權，並記載於 <<財產>>。本人同意 誠信康潔 得無償使用屬於本人之智慧財產權。
- 3.2 本人於職前上創作之智慧財產權及 (或) 機密資料 專屬於 誠信康潔 指定人享有，本人應依本條將該項協助得 誠信康潔 智慧財產權及 (或) 機密資料 予 誠信康潔 指定人，而創作該項者，本人同意 誠信康潔 指定人為著作人。
- 3.3 誠信康潔 因本人於非職務及非關職務等時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 誠信康潔 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，則該智慧財產權及 (或) 機密資料 仍屬 誠信康潔 指定人享有，本人應依 4.3 條規定將該項智慧財產權及 (或) 機密資料 予 誠信康潔 指定人。

第四條 協力條款

- 4.1 本人瞭解 誠信康潔 保護智慧財產權之決心，為此 誠信康潔 隨時對本人履行智慧財產權保護政策宣導，本人

- 同意配合披露遵守。本人保證不會直接或間接抄襲、竊用及侵害商業秘密或任何第三人之智慧財產權及(或)機密資料，以從事或執行職務任何業務或工作。
- 4.2 本人將以書面於合理時間內將其依據第 3.2 條、第 3.3 條所創作之智慧財產權及(或)機密資料提交給公司，如經公司要求，本人應向該公司說明其創作之智慧財產權及(或)機密資料。
- 4.3 本人將協助該公司或該公司指定人於各國家及地區申請、取得並維護各種智慧財產權，包括但不限於商標(或商標)申請、註冊、宣聲書、讓與書、初結書和其他法律文件，以及提供與各種智慧財產權申請、備案及訴訟有關之資料。若本人未簽署(或簽署)本條款所述之任何法律文件時，本人同意在本約經該公司或該公司指定人替本人簽署各類相關法律文件。

第五條 競業禁止條款

- 5.1 本人承諾於任職期間不從事任何與該公司(含計劃中的業務)或其業務有關之業務或競爭之行為(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該公司業務相同或相關之他企業之顧問、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於年內不直接或間接在該公司所在國家及地區從事任何與該公司業務(含計劃中的業務)或其業務有關之業務或競爭之行為，包括但不限於提升、協助、改善該公司競爭者競爭力，為該公司競爭者籌募或提供勞務、接觸、拜訪該公司客戶(含交易洽商中之客戶)、向該公司客戶銷售與該公司相同或相似之產品，或向該公司競爭者銷售或授權與該公司產品、技術相同或相似之產品、技術或智慧財產權。
- 5.3 本條所定競業禁止之區域，包括臺灣、大陸、香港、日本、新加坡、馬來西亞、美國、加拿大、英國、德國、荷蘭、捷克、匈牙利及其他該公司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，該公司應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。但本人同意該公司得選擇免除其在競業禁止義務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，並於離職指定期限內將 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，係該公司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之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，除為履行職務且經該公司等先同意外，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 本人應嚴格遵守該公司頒布之通訊網路使用相關規定，於任職期間及離職後均不得為該公司業務以外之其他目的使用密碼、字樣或用或密碼。
- 6.3 本人瞭解該公司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，本人瞭解該公司依法公布或披露任何營運訊息前，本人應親自向第三人告知、傳播或提供有關該公司之客戶資料、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(有為)、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、違反證券法令之規章。本人應依中華民國法律自體相關民事責任，如該公司之股份於中華民國上市或上市櫃交易者，本人尚應依法律與台灣證券交易所或財團法人中華民國證券櫃檯買賣中心訂定之契約承擔賠償及違約責任。

第七條 誠信義務

- 7.1 本人瞭解該公司有誠信營業相關規定，本人應嚴格遵守，即不向該公司交易對象(包括協力廠商、客戶、供應商或服務商等，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、不當贈送或招待等。
- 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，唆使或有誘惑該公司或其關係企業員工離職或破壞職務，或對該公司或其關係企業員工進行賄賂或約定不正當利益。

第八條 歸職條款

- 8.1 本人所占有、使用、監督及管理之與智慧財產權有關之資料、機密資料及任何筆記及任何該公司科技股份有限文件、資料均為該公司財產，本人應於離職時悉數交還該公司。
- 8.2 本人在辦理離職手續時，應依該公司要求以書面再次確認本約所述義務，並接受該公司之離職面試。
- 8.3 本人接受新雇主聘請或與他人合夥、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 本人將自離職日起於年內以書面隨時將其所創作與該公司營業有關之智慧財產權及(或)機密資料提交給該公司，由該公司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該

該智慧財產權提出有異之爭論、登記或註冊，本人亦不得做出有損該智慧財產權的取得、申請、登記或註冊之行爲。如本人不能證明各該智慧財產權及(或)發明資料係在離職後創作，則視為係在離職期間職務上之創作。

8.5 本人承諾自離職後3年內，倘所任職或投資之企業可能與瑞鼎進行交易時，將避免擔任與瑞鼎接洽的關聯人員並迴避參與任何與瑞鼎有關的交易活動。前述關聯人員係指直接或間接商業交易條件、達成或履行交易合約，或足以對上述交易之達成及執行產生直接或間接影響之顧問、採購、生產人員及其相關主管人員。

第九條 其他條款

9.1 本人同意並瞭解於任職期間從瑞鼎科技股份有限公司及(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)及員工分紅股息之百分之五十(以下簡稱"報酬")係本人完全履行本之義務(營業禁止義務除外)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，並應在離職通知期限內以現金返還本人最近一年所受領之上述報酬予瑞鼎。

9.2 若瑞鼎係的係上市(櫃)公司股票者，則以離職日或最後進離職日(含離職前股票成分日)之台灣證券交易所(財團法人中華民國證券買賣中心)該上市(櫃)公司股票收盤價為基準計算為現金。

9.3 本人若違反本約第 6.1、6.2、6.3、7.1 及 7.2 條規定，應依瑞鼎決定另外給付新台幣壹拾萬元以上伍拾萬元以下之違約罰金予瑞鼎。此外，本人若違反本約第 7.1 或 7.2 條，應依瑞鼎決定將所受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 本約自本人在瑞鼎任職日起生效，且優先於《服務約定書》適用。除本約外，依瑞鼎要求，本人同意另配合瑞鼎簽署《電腦及其軟體使用約定書》。

9.5 本人同意如瑞鼎因業務發展需要，需移轉實質關係予瑞鼎關係企業者，本人將配合辦理相關移轉手續，本約將於實質關係移轉完成之日自動移轉予瑞鼎關係企業。

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 本人同意以瑞鼎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

瑞鼎科技股份有限公司

立約人： 陳其明

身分證字號： A22886285

日期：中華民國 104 年 10 月 21 日

簽名： 李國華
(人力資源主管)

【附表】請在不洩露秘密的範圍內記載之：

※本附表所載為本人在職瑞鼎前屬於本人或前雇主之智慧財產權，如無，請填「無」即可。

無

簽名： 陳其明

INTEGRITY AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

I, CHIA-YIN TENG, serving in Zhen Ding Technology Co., Ltd., due to the work need, have access to and use secrets involving intellectual properties. To comply with the intellectual Property Rights protection, confidentiality and the fiduciary duty, I sign 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. "Zhen Ding" shall mean corporations, offices, factories, affiliated enterprise or any other business organization which are directly or indirectly set up by the Zhen Ding Technology 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 Zhen Ding 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 acknowledge that Zhen Ding 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 Zhen Ding's business, operation, and Confidential Information is conditioned on and subject to Zhen Ding'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 Zhen Ding's investment, management, goodwill, and economic interest, and cause direct or indirect damage and unfair competition to Zhen Ding.

2.2. I understand and acknowledge that fulfilling the contracts, agreements (including this Agreement) with Zhen Ding, would be reasonable equivalent for my compensation received from Zhen Ding; the year-end bonus, performance bonus, and allocated stock paid by Zhen Ding according to the bonus system of Zhen Ding is a reasonable equivalent to a complete fulfillment of this Agreement by me.

3. Intellectual Property Ownership

3.1. I hereby declare and certify all Intellectual Property Rights made by me and

belonging to myself or my former employers, and recite the same in the attachment hereafter. I agree that Zhen Ding can utilize the Intellectual Property Rights belonging to me without compensation.

3.2. I agree that any and all Intellectual Property Rights and Confidential Information Made by me and during on my employment and work for Zhen Ding belong to Zhen Ding or the persons or entities designated by Zhen Ding (the Designated), and I shall transfer and help transfer title, ownership, interest thereto to Zhen Ding or the Designated. In the event of copyrightable work, I agree that Zhen Ding 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 Zhen Ding shall belong to Zhen Ding or the Designated, and I agree to transfer and help transfer such Intellectual Property Rights to Zhen Ding or the Designated according to sub-section 4.3 herein.

4. Assistance and Duties

4.1. I understand and acknowledge the determination of Zhen Ding in Intellectual Property protection. Therefore, Zhen Ding will promote the Intellectual Property protection, I shall strictly comply with all instructions and policy promulgation of Zhen Ding 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 Zhen Ding.

4.2. I shall promptly notify Zhen Ding of, and provide Zhen Ding with, in writing the Intellectual Property Rights and Confidential Information Made by me according to Section 3.2 and 3.3. Upon Zhen Ding's request, I shall provide additional and supplemental documents and Information related thereto.

4.3. I shall promptly assist and fully cooperate with Zhen Ding or the Designated in prosecution, registration or acquisition of the intellectual Property Rights in the areas designated by Zhen Ding; 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 Zhen Ding 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 Zhen Ding or the affairs related to the businesses of Zhen Ding, 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 Zhen Ding in the countries or areas where the Zhen Ding has its business, during two years from the time when I quit from Zhen Ding, including but not limited to promote, assist, or improve the competitiveness of any competitor of Zhen Ding, serve or provide labor for the competitor of Zhen Ding, contact with, call on the customer of Zhen Ding (including the customer being talked with Zhen Ding), sell the same or similar kind of products as Zhen Ding to the customer of Zhen Ding, or sell or authorize the same or similar kind of products, technologies, intellectual properties as Zhen Ding to the competitor of Zhen Ding.

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 Zhen Ding or its related companies have their business.

5.4. To reasonably compensate compliance of the non-competition by me, Zhen Ding 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 Zhen Ding 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 Zhen

Ding before the date designated by Zhen Ding, 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 Zhen Ding, are important property of Zhen Ding 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 talk and be promised by Zhen Ding, I cannot use the confidential information and intellectual property of Zhen Ding, no matter directly or indirectly, for myself or for other persons, during serving Zhen Ding or after separating from Zhen Ding.

6.2. I shall strictly follow rules and regulations of communication network issued by Zhen Ding, and may not to use the password when I serve in Zhen Ding or separate from Zhen Ding, unless for the purpose of finishing the my duty to Zhen Ding, and I may not embezzle or tamper the password.

6.3. I know Zhen Ding 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 share holder or the price of securities before Zhen Ding 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 Tai wan.

7. Integrity

7.1. I am aware that Zhen Ding and I have made an agreement of integrity. I shall

strictly follows the agreement, and cannot extort the kickbacks from trade partners of Zhen Ding or give kickbacks to the trade partners, including but not limited to 10% rebate, commission, improper present, or serve.

7.2. I promise that I may not to instigate or lure employees of Zhen Ding or its related companies to resign or violate the duty, or bribe or give kickbacks to employees of Zhen Ding or its related companies, for myself or others, during the period of serving in Zhen Ding or separating from Zhen Ding.

8. Dimission

8.1. The documents related to the intellectual property, the confidential documents and any documents of Zhen Ding possessed, used, supervised, managed by me is the property of Zhen Ding. I shall return all of the documents to Zhen Ding when I separate from Zhen Ding.

8.2. I shall confirm the duties listed on this agreement in written form, and accept an interview arranged by Zhen Ding, 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 Zhen Ding and (or) the confidential documents of Zhen Ding to Zhen Ding during two years from the time when I separate from Zhen Ding, and the ownership of the intellectual properties and the confidential document should be determined by Zhen Ding. 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 Zhen Ding, the intellectual properties and the confidential documents should be taken as the creation when I serving for Zhen Ding.

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 Zhen Ding and its related companies and stock allocations is a reasonable equivalent to a complete fulfillment of this Agreement (excepting the Confidential 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 Zhen Ding before the due date notified by Zhen Ding.

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 Zhen Ding or the day (including a day when the closing price is noticed before I separates Zhen Ding) most near the day separating from Zhen Ding.

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 fine greater than 100 thousand new Taiwan dollars and less than 5 million new Taiwan dollars to Zhen Ding. 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 Zhen Ding according to the decision of Zhen Ding.

9.4. The agreement take effect from the first day I servers in Zhen Ding, 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 Zhen Ding.

9.5. I agree that if Zhen Ding needs to transfer the labor relationship to the related companies of Zhen Ding, 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 Zhen Ding and its related companies or my residence is the court of jurisdiction.

To:
Zhen Ding Technology Co., Ltd.

Signed and executed by: CHIA-YIN JENG

Identification number: A225866285

Date: 104 Year October Month 21 Day

Confidential

[Attachment table] please write the Intellectual Property Rights made 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-YIN TENG

TRANSLATOR'S STATEMENT

I, Jie Rao, hereby declare that I am well conversant in both the English and Chinese language, and the attached document is a true translation of the INTEGRITY AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT, to the best of my capability.

By Jie Rao
Jie Rao

2017.8.28
Date