

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5394694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT CONTRACT OF CHIA-LIN HU WITH FARADAY TECHNOLOGY CORP.
CONVEYING PARTY DATA	
Name	Execution Date
Chia-Lin Hu	08/10/2015
RECEIVING PARTY DATA	
Name:	Faraday Technology Corp.
Street Address:	No.5, Li-Hsin Road 3, Science-Based Industrial Park
City:	Hsin-Chu City
State/Country:	TAIWAN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16286511
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 using a fax number, if provided; 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:	5F., NO.389, FUHE RD., YONGHE DIST.,
Address Line 4:	NEW TAIPEI CITY, TAIWAN
ATTORNEY DOCKET NUMBER:	FTCP0312USA
NAME OF SUBMITTER:	KATE YEH
SIGNATURE:	/KATE YEH/
DATE SIGNED:	02/26/2019
Total Attachments: 11	
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16.21A

INTELLECTUAL PROPERTY & CONFIDENTIALITY AGREEMENT

Faraday Technology Corporation, a corporation organized under the laws of the State of California, with principal offices at 3945 Freedom Circle, suite 200, Santa Clara, CA 95054 and Employee, the person with the address and signature shown below, agree to the following:

1. For purposes of this Intellectual Property & Confidentiality Agreement (“Agreement”):
 - (a) “Confidential Information” shall mean all data and information pertaining to the business of Faraday Technology Corporation and/or any of its parent and affiliate companies, customers, consultants, licensors and/or licensees, including know how and trade secrets, other than that expressly excluded under paragraph 6 below. Faraday Technology Corporation is engaged in the business of providing confidential services and integrated circuits designs to others, and, unless Employees is advised otherwise in writing, all communications and information are considered and protected as confidential information. Confidential Information may be communicated orally, audio-usually, in writing or in any other recorded or tangible form.
 - (b) “Intellectual Property” shall mean any and all proprietary and/or protectable ideas, works, concepts, devices, methods, programs, services, substances, technologies, systems, and other subject matters.
2. Employee shall disclose to the appropriate individuals in Faraday Technology Corporation any and all Intellectual Property conceived, developed, obtained and/or received in whole or in part (I) as a result of and/or based upon the relationship between Employee and Faraday Technology Corporation, and/or (II) as a result of and/or based upon Confidential Information, property, information, or assets of Faraday Technology Corporation and/or activities by or on behalf of Faraday Technology Corporation and/or any customers of Faraday Technology Corporation.
 - (a) Except as otherwise provided by the California Labor Code and other applicable law, an employee shall assign all rights in such Intellectual Property to Faraday Technology Corporation, its parent or affiliate companies and/or its customers and execute all documents and take all steps necessary to assist Faraday Technology Corporation, its parent or affiliate companies and its customers in protecting and enforcing such rights. Without limiting the foregoing, Employee and Faraday Technology Corporation will cooperate to assign such rights to Faraday Technology Corporation, its parent or affiliate companies and to Faraday Technology Corporation’s customers (as may be appropriate), and to assist in enforcing these rights.
 - (b) Employee shall not retain any right, title or interest in such Intellectual Property or Confidential Information, or in any product, development, invention or discovery based in whole or in part thereon, old expressly waives any and all rights employee may have in or to any Intellectual Property or Confidential Information and, to the extent that such rights may not be waived or assigned, Employee agrees not to assert such rights against Faraday Technology Corporation and Faraday Technology Corporation’s customers .



3. Employee shall not disclose or facilitate disclosure of Confidential Information to anyone without the prior written consent of Faraday Technology Corporation, except to Faraday Technology Corporation's employees, Consultants and officers with a need to know (to the extent necessary to assist Faraday Technology Corporation, its parent or affiliate companies and its customers). Employee shall take all appropriate precautions to avoid unauthorized disclosure, use or misappropriation of Confidential information and will promptly act to correct any unauthorized disclosure, use or misappropriation, immediately notifying Faraday Technology Corporation in writing and setting forth the circumstances and recommended corrective measures.
4. Employee shall refrain from using or exploiting any and all Confidential Information for any purpose or activities other than for, and on behalf of Faraday Technology Corporation, its parent or affiliate companies, and to the extent authorized by Faraday Technology Corporation, or for Faraday Technology Corporation's customers.
5. Without obtaining Faraday Technology Corporation's prior written consent, Employee shall not copy or duplicate any Confidential Information by any means or technique except for purposes of filing them at the offices of Faraday Technology Corporation or providing them to an officer of Faraday Technology Corporation. All tangible things which incorporate or refer to all or a portion of the Confidential Information shall not be removed from the offices of Faraday Technology Corporation without prior permission, and shall remain the sole property of Faraday Technology Corporation. All such materials shall be promptly returned upon Faraday Technology Corporation's request.
6. The provisions of paragraphs 3 and 4 of this Agreement shall not apply, and shall cease to apply to data and information which (a) were already known to Employee prior to disclosure hereunder and without obligation of Confidentiality; (b) have come into the public domain without breach of confidence; (c) were received from a third party without restrictions on their disclosure or use in favor of Employee; or (d) are required to be disclosed pursuant to any statutory requirement or court order; provided that Employee shall have the burden of establishing the above exceptions, and that prior to disclosing any Confidential Information under 6(d), Employee shall notify Faraday Technology Corporation in writing, in sufficient time and with sufficient detail, to allow Faraday Technology Corporation to seek protection for the Confidential Information involved.
7. At all times, Employee shall exert best efforts on behalf of Faraday Technology Corporation, its parent or affiliate companies and its customers, serving their needs and interests with the highest degree of care, loyalty, and fiduciary responsibility, without limiting to the foregoing: (a) Employee will not violate any obligation to any person or entity in any of Employee's work on behalf of Faraday Technology Corporation, nor will Employee disclose or use in any such work, any information or materials which are proprietary, confidential and/or subject to any restriction on their use for or on behalf of Faraday Technology Corporation and its customers and (b) during the period of employment, Employee shall not directly or indirectly be involved in any activity involving the design and/or sale of integrated circuits other than on behalf of and/or through Faraday Technology Corporation.
8. During the term of the employment and within one year after the termination of the employment, Employee shall not use Confidential Information of Faraday to solicit employer's customer or to



operate or engage in any business which is the same or similar to that Faraday, for self or any third party.

9. During the terms of employment, and for a period ending one year after the last payment from Faraday Technology Corporation to Employee, Employee will not solicit or recruit any of Faraday Technology Corporation's, or its parent or affiliate companies' then current employees and/or consultants to become employed by and/or otherwise involved in any other business, firm or enterprise in the integrated circuit or related field.
10. Any and all matters and/or disputes arising out of, relating to and/or in connection with this agreement and/or the relationship between Employee and Faraday Technology Corporation shall be governed by the laws of the State of California. The arbitration hearings shall be in Santa Clara County before a panel of three independent arbitrators (with one selected by Faraday Technology Corporation, one selected by Employee, and the third selected by these two arbitrators). The arbitration shall be conducted following such procedures as will ensure a fair, speedy and cost effective resolution.
11. Employee acknowledges that the Confidential Information constitutes valuable assets of Faraday Technology Corporation, its parent or affiliate companies and its customers, and that unauthorized use or disclosure may irreparably damage Faraday Technology Corporation, its parent or affiliate companies and/or its customers. In the event of breach of confidence or threatened breach of this Agreement with respect to Confidential Information, notwithstanding paragraph 10 above and in addition to any other relief or remedy available, Faraday Technology Corporation, its parent or affiliate companies and its customers shall be entitled to seek and obtain relief and orders from the courts and other authorities, including an injunction restraining Employee from violating obligation under this Agreement.
12. The prevailing party in any proceeding to enforce this Agreement and/or to resolve any disputes under it shall be entitled to recover its reasonable attorneys' fees and costs. Any provision of this agreement held to be invalid and/or unenforceable shall not render for this agreement invalid or unenforceable as a whole.
13. This Agreement is the entire agreement between Faraday Technology Corporation (and its officers and directors) and Employee with respect to the subject matters of benefits, intellectual property, confidentiality and other matters herein, and there are no other representation, understandings, and/or agreements relating hereto. This Agreement may not be modified, nor its protections waive or altered, except in a writing signed by authorized officers of Faraday Technology Corporation and Employee. Without limiting the foregoing, no act or statement may implicitly or explicitly waive or modify the terms of this Agreement unless it is done in writing, signed by Faraday Technology Corporation and Employee.



FARADAY
TECHNOLOGY CORPORATION

16.21A

Faraday Technology Corporation

By: Andrew Chao

Date: 08/10/2015

Employee

By: Chia-Lin Hu *ChialinHu*

Address: 7108 NE Ronler Way,
Apt. 2827, Hillsboro,
OR 97124

Social Security No. 469530770

Date: 08/10/2015

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DATED

Jan. 1, 2004

- (1) Faraday Technology Corporation
(Taiwan)**
- (2) Faraday Technology Corporation**

**RESEARCH AND DEVELOPMENT
AGREEMENT**

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RESEARCH AND DEVELOPMENT AGREEMENT

Dated Jan. 1, 2004

Between

1. Faraday Technology Corporation (Taiwan) ("FARADAY TAIWAN"), a corporation organized and registered under the laws of the Republic of China (Taiwan), having its registered office at No. 10-2, Li Hsin Road 1, Science-Based Industrial Park, Hsin Chu City, Taiwan, Republic of China.
2. Faraday Technology Corporation ("FARADAY U.S."), a corporation organized and registered under the laws of the United States, having its registered office at 490 De Guigne, Sunnyvale, CA 94085, U.S.A.

WITNESSETH:

WHEREAS, FARADAY U.S. has experience in the research and development of Technology and other products and has the facilities, equipment and employees that will permit it to carry out research and development activities on behalf of FARADAY TAIWAN ; and

WHEREAS, FARADAY TAIWAN has engaged FARADAY U.S. to render research and development to FARADAY TAIWAN in connection with FARADAY TAIWAN's research and development activities, and FARADAY U.S. is willing to provide such services; and

WHEREAS, FARADAY TAIWAN and FARADAY U.S. desire to amend and restate the terms under which FARADAY U.S. will continue to provide research and development to FARADAY TAIWAN.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. The following terms used in this Agreement shall have the meanings set forth below:

1.1. "Margin" shall mean a specified percentage of Reimbursable Costs determined annually by good faith negotiation between FARADAY TAIWAN and FARADAY U.S. based upon the

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percentage an unrelated party would charge FARADAY TAIWAN on an arms' length basis for the Services rendered by FARADAY U.S. hereunder.

1.2. "Product" shall mean each and every product which embodies or is manufactured by the use of, or which contains components which embody or are produced by, the Technology.

1.3. "Reimbursable Costs" shall mean all direct and indirect costs (including without limitation an allocable share of FARADAY U.S.'s administrative expenses) incurred by FARADAY U.S. in conducting the Services all as determined in accordance with United States generally accepted accounting principles. Such costs shall include, without limitation, salaries and wages, payroll taxes, contract labor, fringe benefits, facilities (including leasehold improvements) and equipment repair and maintenance expenses, recruitment and relocation expenses, communication expense, supplies, development and prototype materials, freight and transportation, training, education, travel expenses, data processing costs, license fees, insurance, professional or other outside purchased services, depreciation and amortization of, and financing charges for, capital acquisitions made, sales and use taxes, and periodic lease payments under capital or financing leases of assets acquired by FARADAY U.S.. Such costs shall not include any exchange losses incurred as a result of any fluctuation in the rate of exchange between the Taiwan dollar and the U.S. dollar. FARADAY U.S. shall document the allocation of indirect costs, which allocations shall be submitted to FARADAY TAIWAN for its review and approval, which approval shall not be unreasonably withheld. Such allocation of indirect costs shall be reviewed by the parties from time to time to determine whether such allocation should be revised. All third party costs shall be charged to FARADAY TAIWAN in an amount equal to the payments made by FARADAY U.S. to any such third party in respect of the Services.

1.4 "Services" shall mean Product and Technology and research, development and support activities carried out by FARADAY U.S. to FARADAY TAIWAN.

1.4. "Technology" shall mean all information and know-how (general and specific) including, without limitation, developments, discoveries, inventions, improvements, designs, methods, processes, techniques, devices, formulae and trade secrets which hereafter are developed, acquired, conceived, result from or arise in connection with the Services.

2. Research, Development Services.

2.1. From time to time during the term of this Agreement, FARADAY U.S. agrees to undertake, at FARADAY TAIWAN's request, research, development and support work in accordance with the terms of this Agreement.

2.2 FARADAY TAIWAN may make changes to and amend the Services from time to time after consulting with FARADAY U.S.

2.3 FARADAY U.S. hereby agrees to use its best efforts to accomplish the Services, including without limitation expending sufficient time and effort and allocating sufficient staff, but does not guarantee or warrant the results of the Services.

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2.4. During the term of this Agreement, FARADAY U.S. shall devote such time and effort to the performance of Services pursuant to this Agreement as may be necessary or appropriate to fulfill its duties as described in Section 2.

3. Payment for Services.

3.1. As compensation for the Services to be performed by FARADAY U.S. hereunder on behalf of FARADAY TAIWAN, FARADAY TAIWAN agrees to pay FARADAY U.S. its Reimbursable Costs, as set forth in this Section 3, plus the Margin.

3.2. FARADAY U.S. shall invoice FARADAY TAIWAN for services rendered at the end of the month. FARADAY TAIWAN shall pay no later than thirty (30) days after receipt of invoice.

3.3 All revenue received by FARADAY U.S. from pre-commercial sales of products in accordance with Section 4 hereof shall be treated as an advance payments to FARADAY U.S. pursuant to this Section 3 and shall be credited in U.S. Dollars toward the advance for the subsequent month due FARADAY U.S. pursuant to this Section 3. FARADAY U.S. shall keep full and true books of account and other records in sufficient detail so that the Reimbursable Costs payable to FARADAY U.S. hereunder can be properly ascertained.

3.4. FARADAY TAIWAN shall bear all risks of loss attributable to the research and development activities performed on its behalf by FARADAY U.S.

4. Pre-Commercial Sales.

4.1 FARADAY U.S. shall, at the request of FARADAY TAIWAN, sell products to third parties who have obtained license or distribution rights in respect of such products for use by such third parties in conducting clinical tests and obtaining regulatory approval to market such products. All amounts received by FARADAY U.S. in respect of such sales shall, for purposes of this Agreement, be treated as advances of payments due FARADAY U.S. hereunder.

5. Reports and Records.

5.1. FARADAY U.S. shall furnish FARADAY TAIWAN within thirty (30) days of the end of each of FARADAY U.S.'s quarter a report in such reasonable detail as FARADAY TAIWAN may request setting forth the work performed by FARADAY U.S. during such quarter with respect to the Services.

5.2 In addition, FARADAY U.S. shall furnish to FARADAY TAIWAN such information regarding the status of the Services as FARADAY TAIWAN may from time to time reasonably request.

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5.3. FARADAY U.S. shall keep complete, accurate and authentic accounts, notes, data and records relating to the Services in the manner and form approved by FARADAY TAIWAN. Such accounts, notes, data and records shall be available for inspection and copying by FARADAY TAIWAN and its authorized representative during regular business hours.

5.4. FARADAY U.S. shall provide to FARADAY TAIWAN such data and information resulting from its conduct of the Services and such reasonable assistance as FARADAY TAIWAN may reasonably require in connection with preparing applications required for governmental approval of, and obtaining approval of, the use, marketing and distribution of the product(s) resulting from the Services.

6. Ownership and Patents.

6.1. FARADAY TAIWAN shall have exclusive right, title and interest in and to the Technology, and FARADAY U.S. shall have no rights with respect thereto. The parties hereto recognize and agree that FARADAY U.S. is merely rendering research and development Services to FARADAY TAIWAN, and that FARADAY TAIWAN is the developer of the Technology.

6.2. Nothing herein is intended to derogate from FARADAY U.S.'s ownership of the real property, tools, machinery and equipment acquired by it in furtherance of, or incidental to, any Services, whether or not the research, development and support work is successful and accomplishes the results contemplated by any such Services.

6.2. Any patent applications or patents for the Technology shall be owned by FARADAY TAIWAN, and FARADAY U.S. shall have no rights with respect thereto. FARADAY TAIWAN shall have sole control over filing and prosecuting applications for United States and foreign patents covering the Technology and shall file and prosecute the same in FARADAY TAIWAN's name. The cost for all such filings and prosecutions shall be borne by FARADAY TAIWAN. FARADAY U.S. agrees to use its best efforts to cause each of its employees and consultants working on the Services to enter into a binding written agreement, reasonably acceptable to FARADAY TAIWAN, to the effect that (i) if such person is a sole inventor or joint inventor of Technology, such employee or consultant will, without further compensation, provide FARADAY TAIWAN with the necessary authorizations, powers of attorney and other documents and assistance reasonably requested by FARADAY TAIWAN to secure and maintain FARADAY TAIWAN's patent rights in the United States and/or foreign countries and (ii) such person shall safeguard the secrecy and confidentiality of, and the proprietary rights of FARADAY TAIWAN in and to, the Technology and any information relating thereto, and to use the Technology and any information relating thereto solely in connection with the Services. FARADAY U.S. will use its reasonable efforts to cause such employee(s) and consultant(s) to fulfill their obligations under such agreements.

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7. Disclosure of Information.

7.1. FARADAY U.S. shall not furnish copies of documents, patents, patent applications, copyrights, drawings, specifications, bills of materials, devices, equipment, prototypes and other information relating to the Technology other than as contemplated by this Agreement and shall not, without prior written approval of FARADAY TAIWAN, disclose such information to any third party except to the extent that such disclosure is necessary to FARADAY U.S.'s performance of the Services, and then only if (i) such disclosure is subject to the same limitations on the recipient as on FARADAY U.S., and (ii) such limitations are set forth in a written agreement in form and substance satisfactory to FARADAY TAIWAN. The Parties shall use their best efforts and take all reasonable steps necessary, including the execution of a confidentiality and nondisclosure agreement by its employees, agents and subcontractors, to ensure that its employees, agents and subcontractors fully comply with this Section 7.

8. Relationship of the Parties.

8.1 Nothing in this Agreement or in the performance hereof shall have the effect of making FARADAY TAIWAN and FARADAY U.S. partners, joint venturers or each other's agents, and neither shall have the right to act on behalf of or bind the other except as expressly provided hereunder or otherwise expressly agreed in writing, and each party shall indemnify and hold harmless the other against and from any liability arising from any such act by such party. FARADAY U.S. will render the Services provided for herein as an independent contractor.

9. Term and termination.

9.1 The initial term of this Agreement is 3 years, starting Jan. 1, 2004. After the expiration of this term this Agreement shall be automatically prolonged for consecutive periods of 5 years, unless one Party terminates this Agreement upon 3 month's written notice.

9.2. Either party may terminate this Agreement with immediate effect if the other Party is in bankruptcy or similar compulsory proceedings or upon an uncured material breach of this Agreement by the other Party.

10. Notices.

10.1 All notices and other communications required or permitted under this Agreement, including changes of address, shall be written in English and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand, messenger or telefax to the address of the applicable Party specified in the introductory paragraph hereof.

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11. Applicable law and disputes.

11.1 This Agreement, including its validity, construction, interpretation and performance shall be governed entirely by the laws of the United States.

11.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the laws of the State of California. All legal actions arising under this Agreement shall be instituted in, and both parties consent and subject to the jurisdiction of the courts in the State of California.

12. Assignment.

12.1 Neither Party shall assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other Party.

13. Unenforceable Provision.

13.1 Should any individual clause of this Agreement be legally invalid or become legally invalid, the legal validity of the remaining Agreement shall not be affected thereby. The Parties hereto shall endeavor to agree upon an arrangement which will come as close as possible to the intended economic effect of the provision or provisions being legally invalid.

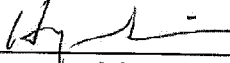
14. Amendments.

14.1 Amendments and additions to this Agreement, including this provision, shall be in writing and shall only be binding if signed by both Parties.

15. Headings.

15.1 The headings in this Agreement are for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Faraday Technology Corporation (Taiwan)

 2004/1/1
Signature & Date

Lin, Hsiao-Ping, CEO
Print Name & Title

Faraday Technology Corporation

 1/1 '04
Signature & Date

Charlie Cheng, CEO
Print Name & Title