

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
INT TECH CO. LTD	04/24/2019
RECEIVING PARTY DATA	
Name:	INT TECH (HK) CO., LIMITED
Street Address:	UNIT 606, 6TH FLOOR, ALLIANCE BUILDING, 133 CONNAUGHT ROAD
City:	CENTRAL
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15702016
CORRESPONDENCE DATA	
Fax Number:	
<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:	9493872885
Email:	INBOX@WPATCA.COM
Correspondent Name:	WPAT, PC INTELLECTUAL PROPERTY ATTORNEYS
Address Line 1:	1100 QUAIL STREET, SUITE 202
Address Line 4:	NEWPORT BEACH, CALIFORNIA 92660
ATTORNEY DOCKET NUMBER:	18506-1194
NAME OF SUBMITTER:	ANTHONY KING
SIGNATURE:	/Anthony King/
DATE SIGNED:	05/09/2019
Total Attachments: 16	
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NON-EXCLUSIVE LICENSE AGREEMENT
非專屬授權契約

This License Agreement ("Agreement") is made effective as of [April 24th], 2019 ("Effective Date") by and between INT TECH Co. LTD (the "Licensor"), having its primary place of business at 9F-2, No.251, Fuxing 1st St., Zhubei City, Hsinchu County, Taiwan, and INT TECH (HK) Co., Limited (the "Licensee") having its primary place of business at Unit 606,6th floor, Alliance Building, 133 Connaught Road Central, Hong Kong. Licensor and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

本授權契約（下稱「本契約」）由創王光電股份有限公司（址設：台灣新竹縣竹北市復興一街 251 號 9 樓之 2，下稱「授權人」）與創王（香港）股份有限公司 INT TECH (HK) Co., Limited（址設：香港干諾道中 133 號誠信大廈 6 樓 606 室，下稱「被授權人」）於西元 2019 年[4 月 24 日]簽訂生效。授權人與被授權人於本契約中分別稱為「一方」並合稱為「雙方」。

RECITALS
前言

WHEREAS, Licensor has developed certain proprietary technologies, which Licensor wishes to license to Licensee;

茲因授權人業已開發數專有技術，而授權人欲授權予被授權人；

WHEREAS, under this Agreement, Licensee desires to obtain from Licensor a license to certain of such technologies, processes or products;

茲因被授權人欲就前述之數種技術、製程或產品於本契約中獲得授權人授權；

NOW, THEREFORE, the Parties agree as follows:

因此，基於前開原因，雙方同意條款如下：

ARTICLE 1 DEFINITIONS
第 1 條 定義

In this Agreement, the below terms and expressions shall have the following meanings, and such meanings shall apply equally to both the singular and plural forms of the terms defined:

於本契約中，以下的詞彙用語應定義如下，且下列定義應一體適用於詞彙用語的單數及複數：

1.1 "Affiliate" shall mean any corporation or other entity, which directly or indirectly controls, is controlled by or is under common control with a Party to this Agreement. A corporation or other entity shall be regarded as in control of another corporation or entity if it

owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other ownership interest of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity or the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the corporation or other entity.

「關係企業」應指直接或間接控制本契約中之一方、受一方控制或與一方受同一控制之任何公司或實體。公司或實體持有、直接或間接控制另一公司或實體 50%以上具有表決權之股票或其他所有權者，或公司或實體能直接或間接主導另一公司或實體的經營策略與方針，或公司或實體可選派或指派另一公司或實體中具有管理監督權成員 50%以上者，應視為控制另一公司或實體。

1.2 “Agreement” shall have the meaning set forth in the first and opening paragraph of this Agreement.

「本契約」應如本契約第一段及開頭段落所定義。

1.3 “Applicable Law” shall mean all applicable laws, rules and regulations, including any rules, regulations, guidelines or other requirements of any Regulatory Authority that may be in effect from time to time.

「適用法」應指，所有應適用之法律、規則及法規命令，包含任何規則、法規命令、準則或其他任何經主管機關公告生效之任何要求。

1.4 “Confidential Information” shall have the meaning set forth in Section 4.1.

「機密資訊」應如第 4.1 條所定義。

1.5 “Effective Date” shall have the meaning set forth in the first and opening paragraph of this Agreement.

「生效日」應如本契約第一段及開頭段落所定義。

1.6 “Information” shall mean any data, results, materials and information of any type whatsoever, whether or not confidential, proprietary, patented or patentable, in written, electronic or any other form, now known or hereafter developed, including know-how, trade secrets, practices, techniques, methods, processes, inventions, developments, specifications, formulations, formulae, materials or compositions of matter of any type or kind, software, algorithms, marketing reports, regulatory submission summaries and regulatory submission documents, expertise, technology, test data, analytical and quality control data, studies and procedures.

「資訊」應指任何數據、結果、材料以及任何形式之資訊，不論是否為機密、是否為所有財產、是否已被專利保護或具可專利，亦不論是以書面、電子或任何其他形式儲存，亦不論現在已知或將來發展的，包含專門知識、營業秘密、規範、技術、方法、製程、發明、開發、規格、配方、材料或任何形式或種類的物質組成物、軟體、代數、市調

報告、提交主管機關監管之摘要與文件、專門知識、科技、試驗數據、分析及品管數據、研究與過程。

1.7 “Infringement” shall have the meaning set forth in Section 3.3(a).

「侵權」應如本契約第 3.3 (a) 條所定義。

1.8 “License” shall have the meaning set forth in Section 2.1.

「授權」應如本契約第 2.1 條所定義。

1.9 “Licensed Patents” shall mean the patents and the invention disclosed therein, as identified in the Annex hereto together with any extensions, registrations, confirmations, reissues, continuations, divisions, continuations-in-part, reexaminations, substitutions or renewals thereof.

「授權專利」應指本契約附件所列專利及其所揭露之發明，並包含任何的延長、登記、確認、再發證、連續案、分割案、部分連續案、復審、取代或更新。

1.10 “Licensee” shall have the meaning set forth in the first and opening paragraph of this Agreement.

「被授權人」應如本契約第一段及開頭段落所定義。

1.11 “Licensor” shall have the meaning set forth in the first and opening paragraph of this Agreement.

「授權人」應如本契約第一段及開頭段落所定義。

1.12 “Party” and “Parties” shall have the meaning set forth in the first and opening paragraph of this Agreement.

「一方」及「雙方」應如本契約第一段及開頭段落所定義。

1.13 “Patent Challenge” shall have the meaning set forth in Section 3.3(a).

「專利挑戰」應如本契約第 3.3 (a) 條所定義。

1.14 “Term” shall mean the term of this Agreement as provided in Section 6.1.

「期間」應如本契約第 6.1 條所定義。

1.15 “Territory” shall mean the Patent’s applied country of patents identified in the Annex.

「本區域」應指附件所列專利之申請國別。

ARTICLE 2 LICENSES

第 2 條 授權

2.1 **Licenses to Licensor.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license of the Licensed Patents to manufacture, offer for sale, sell, use or import for above purposes in the Territory ("License").

2.1 **授權予被授權人：**依據本契約之條款，授權人授予被授權人就授權專利於本區域有製造、為販賣之要約、販賣、使用或基於上開目的進口之非專屬授權（「授權」）。

2.2 **Sublicenses.** Licensee shall have the right to sublicense its rights granted pursuant to Section 2.1 to its Affiliates, subject to the restrictions in Section 2.1, provided that:

(i) each sublicense shall conform to the terms hereof, and be subject to the prior written consent of Licensor; and

(ii) Licensee shall be responsible for the performance of each sublicensee of all obligations imposed under the terms of this Agreement and the prior written consent of Licensor.

2.2 **再授權：**在下列情形時，被授權人得將其依第 2.1 條取得之授權，再授權予其關係企業，但仍受第 2.1 條之限制：

(i) 每個再授權應受本契約條款及授權人先前書面同意之內容所拘束；且

(ii) 被授權人應就每個被再授權人基於本契約條款及授權人先前書面同意所應負之義務履行負責。

2.3 **No Other Licenses.** Licensor does not grant to Licensee any rights or licenses in or to any intellectual property rights, whether by implication, estoppel, or otherwise, other than the license rights that are expressly granted pursuant to this Agreement.

2.3 **無其他授權：**除本契約書明示授權之權利外，授權人並未基於默示、禁反言或其他方式授予被授權人其他任何的權利或授權或任何智慧財產權。

ARTICLE 3 INTELLECTUAL PROPERTY

第 3 條 智慧財產權

3.1 **Ownership.**

3.1 **所有權**

(a) **Background Technology.** Except as expressly set forth herein, as between the Parties, each Party is and shall remain the owner of all Information, including

Confidential Information, patents and other intellectual property rights, that it owns as of the Effective Date or that it develops or acquires thereafter pursuant to activities independent of this Agreement.

(a) **技術背景：**除本契約明訂外，契約任一方於本契約生效日前所擁有之資訊、機密資訊、專利及其他智慧財產權，及生效日後依本契約獨立開發或單獨取得資訊、機密資訊、專利及其他智慧財產權，仍為該等權利之所有權人。

(b) **Improvement Technology.** Licensee shall own the developments or improvements of the Licensed Patents developed by Licensee, unless otherwise agreed to be owned by both Parties. Licensee shall have the right to execute the developments or improvements of the Licensed Patents.

(b) **技術改良：**被授權人就授權專利所進行之研發或改良之成果，除另有約定由雙方共有外，由被授權人所有，惟授權人於該成果有使用權。

3.2 Patent Expenses. All expenses incurred for the purpose of preparing, filing, prosecuting, or maintaining a Licensed Patent shall be borne by Licensor. All expenses incurred for the purpose of preparing, filing, prosecuting, or maintaining any and all of developments or improvements of the Licensed Patents developed by Licensee shall be borne by the Licensee.

3.2 專利費用：因準備、申請、審查或維持授權專利所生之費用，應由授權人負擔。因準備、申請、審查或維持被授權人就授權專利所進行之研發或改良之成果所生之費用，應由被授權人負擔。

3.3 Enforcement of Licensed Patents.

3.3 授權專利之執行

(a) **Notice.** If either Party becomes aware that a third party is infringing or may be infringing any Licensed Patent (an "Infringement") or that any third party claims that any Licensed Patent is invalid or unenforceable (a "Patent Challenge"), it will promptly notify the other Party thereof including available evidence of infringement or the claim of invalidity or unenforceability.

(a) **通知：**如契約之一方知悉第三人有任何侵害授權專利之行為（下稱「**侵權**」），或第三人對授權專利為無效或不可實施之主張（下稱「**專利挑戰**」），應立即通知他方並應檢附相關證據。

(b) **Enforcement or Defense.** Licensor shall solely have the right, but not the obligation, to bring and control an action to enforce the Licensed Patents against infringement by a third party using counsel of its own choice and at its sole expense. Licensee, upon Licensor's consent, shall have the right to be represented in such action by counsel of its own choice, at its own expense.

(b) **執行或防禦** 授權人單方有權利但無義務以其自身之委任律師及費用執行授權專利，而對第三人之侵權提起並主導相關之求償行動。被授權人於得到授權人之同意後，有權以其自身之委任律師及費用參與該程序。

ARTICLE 4 CONFIDENTIALITY

第 4 條 保密條款

4.1 **Confidentiality Obligations.** All Information disclosed by Licensor to Licensee in relation to this Agreement, including all Information disclosed by Licensor to Licensee prior to the Effective Date, shall be "**Confidential Information**" of the disclosing Party for all purposes hereunder. Licensee agrees that, it shall, and shall ensure that its and its Affiliates' officers, directors, employees and agents shall, keep completely confidential (using at least the same standard of care as it uses to protect proprietary or confidential information of its own, but in no event less than reasonable care) and not publish or otherwise disclose, and not use for any purpose except as expressly permitted hereunder, any Confidential Information of Licensor. The foregoing obligations shall not apply to any Information to the extent that the Licensee can demonstrate with competent evidence that such Information:

(a) was already known to Licensee or its Affiliate, other than under an obligation of confidentiality, at the time of disclosure;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to Licensee;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of Licensee or its Affiliate in breach of this Agreement; or

(d) was subsequently lawfully disclosed on a non-confidential basis to Licensee or its Affiliate by a third party other than in contravention of a confidentiality obligation of such third party.

4.1 **保密義務：**所有依本契約由授權方揭露予被授權人之資訊，包含本契約生效日前揭露之一切資訊，均視為「**機密資訊**」。被授權人同意其本人及其關係企業之員工、董事、受雇人及代理人就授權人之機密資訊完全保密，且不會公開、揭露、或為任何本契約目的外之使用（依與保護自己權利及機密資訊相同注意程度，但不得低於合理注意程度）。惟倘被授權人可證明取得之資訊符合下列情形者，不在此限：

(a) 被授權人或其關係企業於取得資訊時，處於未具有保密義務之情形下並已知悉該資訊。

(b) 被授權人取得資訊時，該資訊已為一般公眾可周知或為公眾財。

(c) 該資訊於揭露後已公開或成為公共財，且並非因被授權人或其關係企業之違約行為所致。

(d) 經由第三人於其未違反保密義務之前提下，合法揭露予被授權人或其關係企業。

4.2 Exception of Disclosure. Licensee may disclose Confidential Information without Licensor's prior written consent only to the extent that such information:

(a) is required to be disclosed under applicable law, rules or regulations, or pursuant to a governmental compulsory order or irrevocable final judgment, provided that Licensee shall give a written notice to Licensor prior to such disclosure, limit the disclosure to that actually required, and cooperate in Licensor's attempts to obtain a protective order or confidential treatment of the information required to be disclosed;

(b) is disclosed to the following persons who require such disclosure where *bona fide* necessary for the proper performance of their duties, provided that Party B will execute appropriate written agreements with such persons to comply with the provisions of this Agreement and Party B shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under this Agreement will keep such information confidential and will not disclose or divulge the same to any unauthorized person: (i) employees, officers and directors of Licensee and (ii) any professional consultant or agent retained by Licensee in connection with the purpose of this Agreement. The default of foregoing people, (i) and (ii), shall be deemed as Licensee's breach.

4.2 於下列情況，被授權人得未經授權人事前書面同意即揭露機密資訊：

(a) 因法律、規範、政府強制命令、或終局確定之判決要求揭露，但被授權人須於揭露前以書面通知授權人，且僅能揭露實際所要求之範圍，同時並應當試取得保護令（秘密保持命令）或其他得使該等提交之資料可獲得保密之處理。

(b) 揭露給下列確實因執行其義務而有需求，惟被授權人須要求其簽署同意遵守本契約規範之切結書：(i)被授權人之受僱人、主管或經理人等相關人員，或(ii)被授權人為達成本契約目的所聘請之專業顧問或代理人。被授權人並須擔保上述人員會對「機密資訊」予以保密，且不會揭露或洩漏給其他未得授權之人。上開(i)及(ii)人員如違反本契約，視為被授權人違約。

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

第 5 條 聲明及保證

5.1 Representations and Warranties. Each Party represents and warrants to the other Party that, as of the Effective Date:

(a) such Party is duly organized and validly existing under the laws of the state or jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) such Party has taken all corporate action necessary to authorize the execution and delivery of this Agreement and the performance its obligations under this Agreement;

(c) this Agreement is a legal and valid obligation of such Party, binding upon such Party and enforceable against such Party in accordance with the terms of this Agreement, except as enforcement may be limited by applicable bankruptcy or other debtor's rights laws and regulations. The execution, delivery and performance of this Agreement by such Party does not violate any agreement or instrument to which such Party is a party or by which such Party is bound, and does not violate any Applicable Law. All consents, approvals and authorizations from all governmental authorities or other Third Parties required to be obtained by such Party in connection with this Agreement have been obtained.

5.1 聲明及保證：契約任一方於契約生效日向契約他方聲明及保證：

(a) 該方係依國家法律或公司設立地管轄之法律設立以及有效存續，有完全之公司法人能力以及權限簽訂本契約並履行以下條款；

(b) 該方已完成所有授權簽訂及送達本契約以及履行其義務所必要之公司行為；

(c) 本契約為該方合法且有效之義務，依據本契約之條款對於該方有拘束力並有執行力，除執行恐受限於可適用之破產法或其他債權人權利法或規則之情形外。該方簽訂、送達、履行本契約並未違反任何該方曾經簽署或應受拘束之契約或文書；並且該方並未違反任何適用法。該方應取得之所有政府機關或第三方之同意、許可以及授權，業已取得。

5.2 Licensor Warranties. Licensor represents, warrants, and covenants as below. Licensee acknowledges and accepts such representations are limited to the best knowledge and belief of Licensor.

(a) as of the Effective Date, it solely owns or has an exclusive license to the Licensed Patents and has the ability to grant to Licensee the licenses granted in this Agreement;

(b) as of the Effective Date, it has not granted any right, license or interest in or to the Licensed Patents in a manner that is inconsistent with the rights granted to Licensee under this Agreement;

(c) as of the Effective Date, there are no interferences or oppositions pending or, to Licensor's knowledge, threatened against Licensor before any court or administrative office or agency which relate to the Licensed Patents;

(d) as of the Effective Date, each of the patent applications included in the Licensed Patents is being duly prosecuted and has not been abandoned;

(e) as of the Effective Date, to Licensor's knowledge, the Licensed Patents are not being infringed or misappropriated by any third party;

5.2 授權人保證：授權人聲明、保證並且承諾如下。被授權人瞭解並接受此聲明僅為授權人之最誠摯之理解以及信念。

(a) 於本契約生效日，授權人對授權專利單獨擁有所有權或享有專屬授權之權利，並且有責任於本契約同意授權該授權專利予被授權人。

(b) 於本契約生效日，授權人並未以與依本契約授權被授權人不符之方式，針對授權專利授予任何權利、授權或利益。

(c) 於本契約生效日，就授權人之瞭解，授權人並無在任何法院、行政機關或單位面臨任何與授權專利相關之干擾或反對或威脅。

(d) 於本契約生效日，本授權專利的每個專利申請程序已確實提起並且沒有被放棄。

(e) 於本契約生效日，就授權人之瞭解，授權專利沒有被任何第三人侵害或不當挪用。

5.3 Disclaimer of Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE PARTIES ACKNOWLEDGE THE LICENSED TECHNOLOGY IS LICENSED "AS IS". LICENSOR MAKES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PATENTS OR THAT THE EXERCISE BY LICENSEE OF THE RIGHTS GRANTED UNDER THIS AGREEMENT WILL NOT INFRINGE THE PATENT OR PROPRIETARY RIGHTS OF A THIRD PARTY. LICENSOR WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL WHICH LICENSEE OR ITS AGENTS SUFFER ARISING FROM ANY DEFECT, ERROR OR FAULT OF THE LICENSED PATENTS OR ITS FAILURE TO PERFORM, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DEFECT, ERROR, FAULT, OR FAILURE. LICENSEE ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY LICENSOR TO UNDERTAKE ITS OWN DUE DILIGENCE REGARDING THE LICENSED PATENTS.

5.3 擔保免責聲明：除如本契約所列之情形外，本契約雙方明確否認所有明示或默示的保證，包含適銷性、適合特定用途或不侵害第三方權利。本契約雙方當事人瞭解本授權技術被授權之「現狀」。授權人有關授權專利或被授權人依據本契約運用該權利之行為是否會侵害第三人之專利權或專有權利等情，不存在任何明示或暗示之聲明、條件或保

證。授權人並不承擔任何損害或損失，無論是被授權人或其代理人因授權專利之缺陷、錯誤、瑕疵或無法執行所遭受之任何直接損害、間接損害、衍生性損害、附帶性損害，或特殊損害，即使授權人曾經告知此類缺陷、錯誤或失敗的可能性，亦同。被授權人瞭解授權人已經告知被授權人其應自行就授權專利盡查核義務。

ARTICLE 6 TERM; TERMINATION 第 6 條 期間；終止

6.1 **Term and Expiration.** The term of this Agreement shall commence upon the Effective Date and shall continue

- (a) on a country-by-country basis, until expiry of all of the Licensed Patents,
- (b) until terminated pursuant to this Agreement, or
- (c) until terminated by mutual agreement by both Parties.

6.1 **期間及屆滿：**本契約之期間開始於生效日，並持續到：

- (a) 以各國認定之基礎，至授權專利全部屆期為止，
- (b) 依本契約約定而終止時，或
- (c) 雙方合意終止本契約時。

6.2 **Termination for Material Breach.** If a Party breaches any of its material obligations under this Agreement, the Party not in default may give to the breaching Party a written notice specifying the nature of the default, requiring it to make good or otherwise cure such breach, and stating its intention to terminate this Agreement if such breach is not cured. If such breach is not cured within [thirty (30)] days after the receipt of such notice, the Party not in default shall be entitled, without prejudice to any of its other rights conferred under this Agreement, and in addition to any other remedies available to it at law or in equity, to terminate this Agreement by written notice to the other Party.

6.2 **重大違約之終止：**如一方違反本契約之重要義務，不可歸責之一方得以書面通知違約方，說明其違約狀況，要求違約方改正或治癒其違約行為，並且表示如違約情事未被治癒將終止契約之意圖。如違約行為未於書面通知送達後[30]日內治癒，不可歸責之一方有權以書面通知他方終止本契約，且不損及其於本契約所授予之任何權利，以及其他依據法律或衡平法可得之補償。

6.3 **Termination for Bankruptcy.** To the extent permitted under Applicable Law, if one of the Parties shall go into liquidation, other than for the purpose of a bona fide reorganization, or a receiver or trustee be appointed for its property or estate, or if such Party shall make an assignment for the benefit of its creditors, or if such Party files for a voluntary

petition in bankruptcy or application for insolvency or is adjudged bankrupt or insolvent, and whether or not any of the aforesaid acts be the outcome of a voluntary act of that Party, the other Party shall be entitled to terminate this Agreement forthwith by written notice to the first Party.

6.3 破產終止：於適用法所得允許之範圍內，如一方應進行清算，或為了進行重整，或有接管人或受託人被指定管理其財產或資產時，或一方應為其債權人之方利益為轉讓，或一方自行申請破產或應適用破產程序，或被裁定破產時，無論上揭行為是否為該一方自主行為之結果，他方有權以書面通知該一方，終止本契約。

6.4 Effect of Termination. Upon termination of this Agreement, the License shall terminate immediately, and (ii) Licensee shall promptly return, or at Licensor's request destroy, any Confidential Information of Licensor in Licensee's possession or control at the time of termination, except that Licensee shall be permitted to retain one (1) copy of such Confidential Information for the sole purpose of performing any continuing obligations hereunder and for archival purposes.

6.4 終止契約之效果 本終止契約時，(i) 本授權應立即終止，並且(ii) 被授權人應立即返還或應授權人之要求銷毀任何於本契約終止時由被授權人所佔有或控制之授權人的機密資訊，但於被授權人基於繼續執行本契約任何存續義務之唯一目的以及備份之目的時，得例外留存該機密資訊影本乙份。

6.5 Surviving Obligations. The following portions of this Agreement shall survive termination or expiration of this Agreement: Section 4 Confidentiality and Section 5 Representations And Warranties. In any event, expiration or termination of this Agreement shall not relieve the Parties of any liability which accrued hereunder prior to the effective date of such expiration or termination nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

6.5 存續義務：本契約以下部分於本契約終止或期間屆滿後仍繼續有效：第 4 條保密義務，第 5 條聲明及保證。於任何情形，本契約期間屆滿或終止應無解除本契約雙方之任何於本契約終止或期間屆滿前因本契約所生之任何責任，亦未排除契約任一方請求所有因本契約或法律或衡平法所生之與違約相關之權利以及賠償。

ARTICLE 7 FORCE MAJEURE

第 7 條 不可抗力

Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or be in breach of this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including fire, floods, earthquakes, embargoes, epidemics, war, acts of war, terrorist acts, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, act of God or acts, omissions or delays in acting by any Regulatory Authority or the other Party; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall

continue performance hereunder with reasonable dispatch whenever such causes are removed. The affected Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effects. In the event that such force majeure event (i) lasts for more than [one hundred eighty (180)] days and (ii) has a material adverse effect on the performance of the obligations of the affected Party, the non-affected Party shall have the right to terminate this Agreement upon [ninety (90)] days written notice to the affected Party.

當該未能履約或遲延履約係導因於受影響之一方所無法合理控制之下列事故時，本契約任一方毋庸對於他方負責或被認為因未能履約或履約遲延而有違反本契約條款之情事。包含：火災、洪水、地震、禁運、傳染病、戰爭、戰爭行動、恐怖分子行動、叛亂、暴亂、內亂、攻擊、停工、或其他勞工騷動、天災、或監管機關或本契約他方之行為、疏漏或遲延；但受影響之一方應以合理之商業努力去避免或除去無法履約之狀況，並且當上揭事故被除去時，應合理調度繼續履約。受影響之一方應立即以書面通知他方，告知因不可抗力事由所導致之任何遲延或履約不能，說明事件之特性、預期持續之期間，以及任何已採取去避免或減少影響之行為。不可抗力之情形 (i)持續超過[180]天，並且 (ii)對於受影響一方之義務履行有重大影響者，未受影響之一方有權於[90]天前以書面通知受影響之一方，終止本契約。

ARTICLE 8 MISCELLANEOUS 第 8 條 其他

8.1 **Assignments.** Except as expressly provided herein, neither this Agreement nor any rights and obligations hereunder shall be assignable by a Party without the prior written consent of the other Party; provided, however, that a Party may assign this Agreement to any successor in interest by way of merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates, provided that such successor agrees in writing to be bound, or is bound under Applicable Law, by the terms of this Agreement as if it were the assigning Party. This Agreement shall be binding upon the successors and permitted assigns of the Parties. Any assignment not in accordance with this Section 8.1 shall be void and the non-assigning Party may immediately terminate this Agreement with written notice.

8.1 **轉讓：**除本契約明文約定者外，未經他方事前書面同意，一方不得轉讓本契約或本契約之任何權利及義務；惟一方得轉讓本契約予任何因合併、收購、或併購其全部或實質上全部資產而與本契約具有關連性之繼受人，但該繼受人需書面同意或依適用法之規定，受本契約條款之拘束。本契約應拘束繼受人以及經本契約雙方當事人同意之受讓人。任何轉讓未依本契約第 8.1 條作成者，應為無效，且非為轉讓行為之一方得以書面立即通知終止本契約。

8.2 **Notices.** Any notice, request, delivery, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile (receipt verified) or by express

courier service (signature required) to the other Party at its address set forth in the first and opening paragraph of this Agreement or other address or facsimile number notified by such other Party from time to time.

8.2 通知：本契約要求或同意作成之任何通知，要求、交付、許可或同意的意思表示，應以書面為之，並且應確實以親自送達、傳真（確認收件者）、或使用快遞服務（需簽名）之方式送達至他方於本契約第一段及開頭段落所載之住址，或本契約他方後續通知之其他住址或傳真號碼。

8.3 Waiver. A waiver by either Party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

8.3 免除：任一方如於任何階段中，放棄本契約中的任何條款及條件，不應視為或解釋為於未來均放棄適用該條款或條件，或放棄追訴任何後續違反本契約之行為。本契約包含之所有權利、補償、理解、義務以及合意等，應為累加併計，且均不得為他方之其他補償、權利、理解、義務或合意之限制。

8.4 Severability. Should any provision of this Agreement be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and the purpose of such invalid, ineffective or unenforceable provision. The aforesaid shall apply mutatis mutandis to any gap in this Agreement.

8.4 可分性：本契約任何條款之全部或部分為無效或變成無效，不生效力或無法執行時，其餘條款之有效性以及執行力應不受影響。任何無效、不生效力或無法執行之條款，應由與之具備最接近之經濟上意圖以及目的且為有效且具備執行力之條款取代之。上述解釋於本契約任何契約漏洞，均有適用。

8.5 Governing Law. This Agreement shall be governed by the laws of [Taiwan], without regard to its choice of law provisions, as to all matters, including to matters of validity, construction, effect and performance. Matters relating to the inventorship, initial ownership, scope, validity, enforceability or infringement of any intellectual property rights in a particular country shall be determined in accordance with the Applicable Law of the country in which such intellectual property rights have been issued or otherwise exist.

8.5 準據法：本契約之所有事項的準據法為[台灣]法，包含有效性、文義解釋、生效以及執行，不適用選法規則。有關特定國家之智慧財產權之發明權、最初所有權、範圍、有效性、執行或侵權，應依據核定該智慧財產或該智慧財產權存在之國家之準據法定之。

8.6 Dispute Resolution. Any claims, disputes, controversies, differences or misunderstandings between the parties hereto arising under or in connection with this Agreement are subject to the jurisdiction of the [Taiwan Intellectual Property Court] as the court of first instance.

8.6 爭議解決：因本契約所生之一切主張、爭議、衝突、爭論或誤解，雙方同意以[台灣智慧財產法院]為第一審管轄法院

8.7 Construction. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense (i.e. "and/or"). The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The terms "including" and "includes" as used herein shall be construed in a non-limiting sense and in particular shall not limit the generality of any description or definition preceding such term. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against either Party hereto.

8.7 解釋：除內文另有所指外，本契約所使用之單數應包含複數、複數的單數，本契約所使用之任何性別應得適用到所有性別，並且「或」是指包容的意義（例如：及/或）。本契約之標題僅供檢索方便之用，並無定義、描述、擴張或限制本契約之範圍、目的或本契約任何條款之目的。本契約使用「包含」的用語，應被解釋為無限制之意義，特別是不應限制任何本契約條款之描述或者定義之整體範圍。本契約之語言應由雙方合意選擇，並且並無嚴格的文義解釋方法應適用至本契約任一方。

8.8 Language. This Agreement is executed in both English and Chinese versions simultaneously. In the event that there is any discrepancy between the English and Chinese versions of this Agreement, the English language version shall prevail.

8.8 語言：本契約同時以英文及中文作成，若二者發生歧異時，以英文本為準。

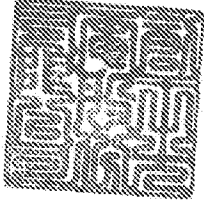
8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

8.9 副本：本合同正本乙式參份，授權人執貳份，被授權人執乙份為憑。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

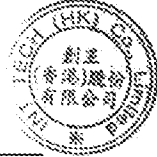
雙方於本契約第一段及開頭段落所載之日期簽署本契約，立契約書人如下：

LICENSOR 授權人
INT TECH Co. LTD
創王光電股份有限公司



By [Signature]
(Signature)
Print Name: 朱克泰
Title: 董事長

LICENSEE 被授權人
INT TECH (HK) Co., Limited
創王(香港)股份有限公司



By [Signature]
(Signature)
Print Name: 劉雲龍
Title: 董事

Annex: Licensed Patents

附件：授權專利清單

Application No. 申請號	Patent No. or Publication No. 專利號或公開號	Title 名稱
106212963	M555068	像素排列結構及顯示裝置
106213062	M553880	像素排列結構及顯示裝置
201721113875.8	CN207503982U	像素排列結構及顯示裝置
201721104404.0	CN207517692U	像素排列結構及顯示裝置
201721113988.8	CN207303103U	像素排列結構及顯示裝置
15/702,016	US20180108296A1	PIXEL COMPENSATION CIRCUIT
105133704	I596592	像素補償電路
106129039	I637375	電致發光顯示器中的像素電路
105132005	I625718	高穩定性的脈衝寬度可調式移位暫存器
106129045	I637506	包含一不規則形主動區域的顯示器及驅動所述顯示器的方法