

## SOURCING OVERSEAS EMPLOYMENT CONTRACT

This Agreement (the "Agreement") states the terms and conditions that govern the contractual agreement between XXX Co., Ltd. (" Company A"), a Taiwanese limited company with its principal place of business at address 1, address 2, Taiwan (the "Company B"), and \_\_\_\_\_(the "Employee") who agrees to be bound by this Agreement.

本協議 規定 XXX 公司（甲方）與 \_\_\_\_\_（乙方）間約聘關係的條款與條件。乙方並同意遵守本協議之內容。

WHEREAS, the Company is engaged in the business of product design, consulting, electronic and mechanical engineering, and supply chain management service; and

本公司之從事之業務為 產品設計，顧問，電子機械工 及供應鍵管理服務

WHEREAS, the Company and the Employee desire to enter into a relationship whereby the Employee shall perform such duties that the Company requests according to the terms and conditions herein.

乙方願意與甲方及其員工合作，依本協議之條件及條款，進行甲方要求之任務。

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Company and the Employee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

因此，甲乙雙方約定並同意以下：

- 1. TERM AND TERMINATION.** This Agreement shall last from the date of signing (the "Start Date") until terminated by either party. Either Party may terminate this Agreement at any time by giving written notice to the other Party under Taiwan Labor Standards Act (勞動基準法).

條件及終止：本協議自簽字日起生效直到任一方依 勞動基準法規定 提出書面文件 終止本協議。

- 2. DUTIES.** The Employee shall endeavour to perform, to the best of its abilities at a high quality level and in prompt fashion, not limited to but including the following duties:

職責：乙方應盡最大的能力，以高品質和快速的方式，執行下列的職責，並願意以同樣的標準執行未於此列出的任務(!)：

- 1.
- 2.
- 3.
- 4.

**3. COMPENSATION.** In consideration for the Service, the Company shall compensate the Representative based on a monthly salary of NTD XXXX with one month of Chinese New Year bonus per year. Payday is the \_\_\_\_ of each month for salary from the previous month.

補償：甲方 為 乙方之服務 於每月\_\_日支付 乙方 NTD XXXX 薪水，另 於農曆新年時額外付一個月薪水做為紅利。

The Company shall pay its portion of the Employee's government insurance and Employee shall be responsible for his portion based on Taiwan Labor Standards Act (勞動基準法).

公司和員工 依 勞動基準法 規定 各自支付有關的保費

**4. WORK SCHEDULE:** Working hours are 9-6pm from Monday to Friday (with 1 hour for lunch break from 12-1pm).

工作時間：週一至週五 早上九點至晚上六點，中午 12:00-13:00 休息一個小時。

**5. PROPRIETARY RIGHTS.** The Employee understands and acknowledges that all intellectual property rights in any work product completed by the Employee pursuant to fulfilling its duties under this Agreement (the “Work Product”) belong to the Company. The Employee agrees not to: (a) copy, reproduce, distribute, or create derivative works based on the Work Product; (b) reverse engineer or decompile any technology pertaining to the Work Product; or (c) resell or make any commercial use of the Work Product.

專有權：員工同意 其依本協議執行之任務 之 智慧財產權 及 各式產出及成品 皆為 公司所擁有，並同意不從事 下列活動/行為：(a) 複製 重製 散佈 公司產品 或 產製 類似產品 (b) 逆向工程 或解構 公司產品之 技術. (c) 轉售或以 公司產品 進行商業用途.

**6. CONFIDENTIALITY.** The Representative shall not, in any fashion, form, or manner, either directly or indirectly (i) divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the Company’s business, including, without limitation, the names of any its customers, contractors or suppliers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the Company’s business, any projects on which the Employee works on behalf of the Company, its manner of operation, or its plans, strategies, processes, or other information of any kind, nature, or description (the “Confidential Information”), (ii) duplicate or replicate any Confidential Information for personal retention or for distribution unless requested to do so by the Company, (iii) use Confidential Information other than solely for the benefit of the Company, or (iv) assist a third party to circumvent, or directly circumvent, the Company’s contractual relationship with any customers or prospective customers. The Parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct the Company’s business and its good will, and that any breach of the terms of this section is a material breach of this Agreement.

保密 乙方不得以任何形式，方式或行為以直接或間接的方式 (i) 對第三方透露/洩露任何有關 甲方之商業營運資訊，例如且不限於：甲方之客戶相關資訊（名稱，統編，地址，負責人等），甲方的（其它）承包人，供應商，售價/成本，製造/銷售地點，任何甲方進行中或已完成之專案/計劃，或是 甲方的內部作業，策略等（即” 機密資訊” ）。(ii) 除非被甲方要求,乙方不得重製 / 複製 任何機密資料 (iii) 乙方在不為甲方利益的情形下使用機密資料 (iv) 乙方自己或是乙方協助第三方繞過甲方和客戶/潛在客戶的合約關係 (?)。(略)訂約雙方同意上述條款的重要性，並足以嚴重影響 甲方業務，任何違反本條款皆視為違反本協議。

The Employee acknowledges that any breach of this Section will cause substantial and irreparable harm to the Company for which money damages would be an inadequate remedy. Accordingly, the Company shall in any such event be entitled to seek injunctive and other forms of equitable relief to prevent such a breach

乙方認同如果乙方違反本款(section)的內容，將導致甲方受到無法用金錢彌補的極度嚴重且不可挽救的傷害。因此 甲方 有權 申請禁制令或是其它形式的公平救濟以防止 違反之情事發生

**7. NONSOLICITATION.** During the Representative's business relationship with the Company and for three (3) years after the termination thereof, regardless of the reason for the termination, the Representative will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors with whom the Employee had material contact during the last three (3) years of the Employees business relationship with the Company.

禁止乙方在合作期間至合作結束後三年內向甲方的客戶，員工，或是其它 contractor 拉生意。

**8. NON-COMPETE.** The Employee acknowledges that the Company may, in reliance of this agreement, provide the Employee access to trade secrets, customers and other confidential data and good will. The Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. The Employee also agrees to take reasonable security measures to prevent accidental disclosure.

禁止競業條款：公司因工需要提供機密給員工,員工應盡保護該機密之責,不可以擅自使用於非公務或營私利或洩漏.

The Employee shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

員工不可以擁有,管理,運作,顧問 或被聘 於 與本公司 性質近似的其它公司.

This non-compete agreement shall be in full force and effect during the period of employment and for 2 years following employment termination, notwithstanding the cause or reason for termination.

**9. REPRESENTATIVE WARRANTIES.** With regard to the performance of its duties hereunder, the Employee warrants and represents the following:

The execution and performance of this Agreement are not in violation of, and do not conflict with or constitute a default of any other agreement in which the Employee is expressly a party; and In performing its duties under this Agreement, the Employee shall not violate the laws of any jurisdiction in which the Employee performs the duties prescribed hereunder, including (but not limited to) copyright, patent, trademark, or any other intellectual property law.

**9. INDEMNIFICATION.** The Employee agrees to indemnify, defend, and hold harmless the Company and each of its officers, directors, owners, employees, and agents from and against all third party actions, suits, losses, liabilities, claims, expenses,

damages, and costs of every kind and description including reasonable legal fees (collectively, "Losses") arising out of the Employees performance of its duties hereunder, violation of this Agreement, violation of the law, or infringement of the rights of any third party. This obligation survives the termination or expiration of this Agreement.

**10. ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may, without consent of the Employee, assign the Agreement to a controlled subsidiary or a purchaser of all or substantially all of the Company's assets used in connection with performing this Agreement.

**11. BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of the Parties and their heirs, personal representatives, successors, and assigns.

本協議約束 甲乙雙方及其繼承人，個人代表，繼承人及受讓人之利益 (?)。

**12. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes in its entirety any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

本協議超越甲乙雙方先前任何形式的議定，而成為甲乙雙方的全部協議。

**13. NO WAIVER OR MODIFICATION UNLESS IN WRITING.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth. Furthermore, no waiver by either Party of any breach of or compliance with any condition or provision of this Agreement by the other Party will be considered a waiver of any other condition or provision of the same condition or provision at another time.

若無正式簽署的書面文件，不得宣告本議無效或是變更本協議。

**14. GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the Taiwan, ROC applicable to agreements between residents of Taiwan, ROC wholly executed and wholly performed therein.

本協議 應依照 中華民國 台灣 之法律 解釋 並 執行。

**15. DISPUTE RESOLUTION.** In case any dispute shall arise with respect to matters to be determined by the Parties which cannot be resolved within a reasonable period of time, the Parties shall attempt to resolve the matter prior to either Party taking any legal or action in respect thereof. If the Parties are unable to resolve any such dispute, such dispute shall be settled pursuant to final and binding arbitration conducted in the English language by a single arbitrator in Taipei, Taiwan according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce applicable at the time such

dispute arises, and judgment upon the award may be entered in any court having jurisdiction thereof. For purposes of clarification, the Parties agree neither to initiate nor to reopen any disputed matter in a court proceeding following arbitration but may use the assistance of the courts only to enforce any arbitration award. The Parties shall equally share the out-of-pocket costs of said arbitration, including the fees for the arbitrator, except that each party shall pay its respective expenses for legal representation and expert witnesses, if any.

本段定義當甲乙雙方發生爭議且無法於合理時間內完成調解時，仲裁人 / 仲裁機構，仲裁使用語言，地點。並說明雙方同意法庭僅為協助仲裁人用，雙方皆不於法庭上主動或重啟訴訟案。同時定義費用之分攤。

**16. SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

可分割性：若本協議有部份條文不可用，不影響其它可用的條文。當做那些不可用的條文不存在。

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**SOURCING OVERSEAS:**

\_\_\_\_\_  
Jonathan Tarp, Managing Director

\_\_\_\_\_  
DATE

**Employee:**

Sep. 01, 2015

\_\_\_\_\_  
Walter Sung

\_\_\_\_\_  
DATE

