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## SERVICE AGREEMENT

This SERVICE AGREEMENT (“**Agreement**”) is made as of [Please insert the commencing date.] (“**Effective Date**”) by and between [Please insert the name of service recipient.] (“**Company**”) and [Please insert the name of service provider.] (“**Service Provider**”) (each a “**Party**” and, collectively, the “**Parties**”) as follows:

**WHEREAS**, Service Provider has substantial experience and expertise in the field of [Please insert description of the expertise of Service Provider];

**WHEREAS**, Company desires that the Service Provider provide certain service to Company in its area of expertise to achieve the goal of [Please insert description of the purpose of the services received]; and

**WHEREAS**, Service Provider desires to provide such services to Company under the terms and conditions of this Agreement.

**NOW THEREFORE**, the Parties, in consideration of the promises and mutual covenants contained herein, hereby agree as follows:

### 1. Services to Be Performed.

#### 1.1 Services.

Company hereby engages Service Provider to provide the services (“**Services**”) and deliver the work products (“**Deliverables**”) as set out below during the Term of this Agreement pursuant to the applicable rules and policies as instructed by Company from time to time:

- (a) Services: [Please insert the services to be provided.] and such other works at Company’s request.
- (b) Deliverables: [Please insert the work product(s) to be delivered.] and such other work products at Company’s request.

#### 1.2 Independent Contractor.

Service Provider and any of its designees (if any), are independent contractors and are not employees, partners or in any other service relationship with Company. Service Provider shall be solely responsible

for the services rendered under this Agreement and shall hold Company harmless against any third-party claim attributable to the services so rendered by Service Provider. Service Provider and any of its designees (if any) are not authorized to speak for, represent, or obligate Company in any manner without the prior express written authorization of Company. Service Provider and any of its designees (if any) will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of Company.

### 1.3 Non-Subcontracting.

Service Provider may not subcontract any Services without Company's prior written consent, and Service Provider will remain responsible and liable for the performance of the subcontractor, if any. In no event will Company be obligated to pay to such subcontractors for subcontracted Services.

## 2. Compensation.

Company shall pay to Service Provider a fixed total amount of NT\$[-] subject to Service Provider's duly performance of Services under this Agreement. Payment will be made in accordance with Company's general accounting practice. Service Provider shall be solely responsible for all taxes arising from compensation and other amounts paid under this Agreement according to the applicable laws. If Company is required to withhold a certain portion of the payment due to Service Provider, Company may deduct such mandatory amounts to the extent as required under the applicable tax law from all payments to Service Provider, and remit such amounts to the appropriate tax authority.

[Please consult qualified professionals if you wish to include certain installment arrangement for the compensation to the Service Provider.]

## 3. Term.

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for a [three (3)]-month term ("Term") unless the parties agree in writing to renew the same for an additional period of time. Without limiting the generality of the foregoing, Company may terminate this Agreement with or without cause at any time by giving Service Provider a [ten (10)]-day prior written notice. The terms and conditions of this Agreement that by their sense and context are intended to survive termination, including but not limited to the clause of Confidentiality, will so survive.

#### **4. Intellectual Property.**

4.1 Service Provider represents and warrants that it shall not, nor shall its relationship with Company under this Agreement, infringe any rights of or violate any obligations to any third parties, including his previous/current employer(s). Service Provider shall indemnify Company for any and all expenses, costs, and damages and loss incurred or sustained in the event of any such infringement or violation, and provide reasonable assistance to Company at its request.

4.2 Service Provider represents and warrants that: (a) Service Provider possesses all legal right, title, or interest in or to any intellectual property that will be used to create or become a part of the Deliverables; (b) Neither the Services nor the Deliverables, nor any part, product or software sold, distributed, licensed or supplied by Service Provider in connection with the Services or Deliverables, do or will infringe any patent, copyright, trademark or other proprietary right of any third party or misappropriate any trade secret of any third party; and (c) Service Provider's performance of the Services under this Agreement does not and will not violate any applicable laws or rules, or any obligations, contractual or legal, to any third party.

#### **4.3 Remedies and Indemnification.**

Service Provider shall, upon Company's request and at Service Provider's own expense, promptly re-perform any Services and correct any Deliverables that do not comply with the warranties set forth in this Agreement. Service Provider shall indemnify, defend, and hold harmless Company from and against any and all damages and liabilities arising from or relating to any claim that the Services and/or Deliverables infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party.

#### **4.4 Ownership.**

Company shall own exclusively all rights, titles, and interests in and to all items that are conceived, made, discovered, written, or created by Service Provider under this Agreement, including the Deliverables, whether completed or works in progress. Without limiting the previous sentence, all Deliverables, in whole and in part, will be deemed "works made for hire" of Company for all purposes of copyright law, and the copyright will belong solely to Company. To the extent that any such Deliverables do not constitute "works made for hire" under any applicable laws, and to the extent that any Deliverables include materials subject to copyright, patent,

trade secret, or other proprietary right protection, Service Provider hereby irrevocably assigns to Company all rights, titles, and interest that he/she may be deemed to have in and to any and all inventions, copyrights, patents, trade secrets, and other proprietary rights (including renewals). To the extent any of the rights, titles and interests in and to the Deliverables cannot be assigned or licensed by Service Provider to Company, Service Provider hereby irrevocably waives and agrees never to assert such rights, titles and interests against Company or any of Company's successors in interest.

## **5. Confidentiality.**

In performing Services under this Agreement, Service Provider may be exposed to and will be required to use certain Confidential Information of Company. Service Provider shall not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than Company, or disclose such Confidential Information without the written authorization of Company, either during or after the Term of this Agreement, for as long as such information retains the characteristics of Confidential Information. For the purpose of this Agreement, "**Confidential Information**" means all non-public information, whether oral or written, tangible or intangible, that a Party designates as confidential to the receiving Party or that by its nature or the circumstances surrounding its disclosure ought to be treated as confidential by the receiving Party.

## **6. Conflict of Interest.**

Service Provider agrees not to consult or provide any services in any manner or capacity to a competitor of Company during the Term and within [twelve (12)] months upon termination or expiration of this Agreement unless express written authorization to do so is given by Company.

## **7. Dispute Resolution.**

This Agreement shall be governed by Taiwan laws without regard to the conflict of laws provisions thereof. Any dispute arising out of or in connection with this Agreement shall be settled in good faith. In the event that a mutually acceptable settlement of such dispute cannot be reached, the Parties agree that [the Taiwan Taipei District Court] shall be the court of jurisdiction for the first instance.



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**Company**

By (Signature):  
Name (Print):  
Title:  
Address:

**Service Provider**

By (Signature):  
Name (Print):  
Title:  
Address: