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EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“**Agreement**”) is made as of [Please insert the on-board date.] (“**Effective Date**”) by and between [Please insert the name of employer. (- Note that this version of Agreement is made assuming that the employment is with a Taiwan entity under Taiwan laws.)] (“**Company**”) and Mr./Mrs. [Please insert the name of employee.] with an ID No. [Please insert the ID number.] (“**Employee**”) (each a “**Party**” and, collectively, the “**Parties**”) as follows:

1. Employment.

1.1 Company hereby confirms its employment of the Employee to serve initially as the [Please insert the job title.] since the Effective Date with the monthly base salary offered initially as NT\$[Please insert the number after deduction of the tax-free meal allowance.] plus the fixed monthly meal allowance in an amount of NT\$[Please insert the number.], and the Employee hereby confirms his/her acceptance of such employment by Company, subject to the terms and conditions set forth herein.

1.2 Salary will be made monthly in arrears in accordance with Company’s general accounting practice. The Employee 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 the Employee, Company may deduct such mandatory amounts to the extent as required under the applicable laws from all payments to the Employee and remit such amounts to the appropriate authorities.

1.3 The Employee shall perform such services and assume such responsibilities as from time to time prescribed by Company during the

term of this Agreement. Job titles, responsibilities and location assigned to the Employee may be reasonably adjusted or changed by Company as its business operations so require, and the Employee shall not refuse such adjustment or change.

1.4 The Employee represents and warrants that he/she shall not, nor shall his/her employment with Company, infringe any rights of or violate any obligations to any third parties (including his/her previous employer). The Employee 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.

1.5 The Employee agrees that Company may collect, use, process and transmit domestically and internationally his/her personal data for all business and other legitimate purposes.

[Please consult qualified professionals if you wish to include certain probation arrangement.]

2. Conditions of Employment.

2.1 Company shall provide for working conditions and protect the Employee's working rights and interests in accordance with the Taiwan Labor Standards Act and other applicable laws and regulations.

2.2 The Employee agrees to comply with Company's work rules and code of conduct as announced and amended from time to time. The working hours, wages and other working conditions applicable to the Employee are subject to the rules of Company.

3. Intellectual Property and Confidentiality.

3.1 The Employee agrees to promptly and completely inform Company in writing of any intellectual property rights, including but not limited to copyrights, patent, trademarks, trade secrets or know-how of any and all works ("IPR") made by the Employee, generating from or in connection



with the Employee's job duties or Company's business, or otherwise through the utilization of the tangible or intangible resources, equipment or experience of Company. The Company shall exclusively own the complete and proprietary rights and titles to such IPR, and the Employee shall directly indicate on the IPR concerned that Company is the sole owner and author.

3.2 During the term of this Agreement and thereafter, the Employee undertakes to keep in strict confidence, with professional care, (a) any and all documents and information related to Company that Company contemplates to maintain its confidentiality, and (b) any and all documents and information related to a third party that Company is obligated to keep in confidence by law or under contract.

4. Non-Competition.

4.1 During the term of this Agreement, without the prior written consent of Company, the Employee shall not (a) directly or indirectly, for the benefit of the Employee or any third party, engage in a business which is substantially the same as or similar to Company's business, or invest in such business and hold five percent or more of the capital interest or the outstanding shares of such business; or (b) serve as a director, supervisor, officer, employee, consultant or agent in any business entity or for any individual with or without remuneration, part time or full time.

4.2 The Employee further undertakes that during the term of this Agreement and within [(Please insert a number no more than 2.)] years after the termination thereof, without the prior written consent of Company, the Employee shall not (a) engage in or work for a business which is competing with Company's business, (b) solicit business from or engage in any transaction which is competing with Company with any supplier, customer, or person having business relationship with Company, or otherwise (c) induce any employee, agent, supplier, customer, or any other person having business relationship with Company to leave the employment of or terminate the relationship with Company. With respect to the above Section 4.2(a) for (and only for) the duration of non-competition after termination, Company will pay per month the reasonable

compensation amounting to no less than 50% of the most-current monthly base salary unless and until Company elects to waive such restrictions of non-competition after termination or otherwise adjust said duration of non-competition to a shorter period (and adjust the corresponding compensation) at its sole discretion on a case-by-case basis.

[Please consult qualified professionals if you wish to include a fixed number of liquidated damages which may or may not be enforceable on a case-by-case basis in the event of the Employee's breach of confidentiality or non-competition.]

5. Termination.

5.1 This Agreement may be terminated (a) at any time by mutual agreement of the Parties or (b) for cause pursuant to the applicable law. In the event of a breach of this Agreement of the Employee, and to the maximum extent permitted by law, Company may terminate the employment and the Employee shall indemnify any and all damages and expenses of Company and be responsible for relevant civil and criminal liabilities.

5.2 Those provisions that by their nature are intended to survive termination of this Agreement shall so survive.

6. 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



Next & Nexus

By (Signature):

Name (Print):

Title:

Address:

Employee

By (Signature):

Name (Print):

Address: