

Appendix B

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**Small and Medium Enterprise Administration, Ministry of
Economic Affairs
Southern Taiwan International Startup Cluster Development
Project
International Accelerator Subsidy Program
Contract
(Draft)**

Contract Number :

The Industrial Technology Research Institute (hereinafter, “Party A”)

The Parties

_____ (hereinafter, “Party B”)

Party A hereby accepts the commission from the Small and Medium Enterprise Administration of the Ministry of Economic Affairs (hereinafter, the “SMEA”) to implement the International Accelerator Subsidy Program for International Accelerators of the Southern Taiwan International Startup Cluster Development Project. Party A shall provide Party B with the grant for the implementation of the _____ (hereinafter, the “Project”) in accordance with the Grant Guidelines of the Ministry of Economic Affairs for Innovation and Incubation Industries.

Both parties agree to abide by this Contract and the relevant regulations set out by the SMEA and Party A in the implementation of the Project, and enter into this Contract in joint compliance with the terms and conditions thereof.

Article I: Basis for implementation

1. The rights and obligations of Party B to implement the Project are in accordance with the provisions of this Contract. Outstanding matters not

addressed in this Contract shall be handled in accordance with the provisions of the Grant Guidelines of the Ministry of Economic Affairs for Innovation and Incubation Industries, the Southern Taiwan International Startup Cluster Development Project's International Accelerator Subsidy Program Application Guide and Attachments (hereinafter, the "Application Guide") and other relevant laws and regulations. In the event of any conflict between the aforementioned Application Guide and the terms of this Contract, the terms of this Contract shall prevail.

2. The regulations, measures or other relevant laws and regulations listed in the preceding paragraph shall be regarded as part of this Contract. In the event of amendments, Party B shall not claim for new handling regulations unless otherwise stipulated by the law or as approved by Party A.

Article II: Project content

1. The content of the project receiving grant under this Contract shall be as specified in this Contract, ○○○ Approval Letter No. ○○○, Party B's revised project proposal as per feedback and other attached documents. (Project number:)
2. The attachments in the preceding paragraph constitute a part of this Contract. In the event of any conflict between the content of the attachments and the terms of this Contract, this Contract shall prevail.

Article III: Period

The project implementation period shall extend from _____(yyyy) __ (mm) __ (dd) to _____(yyyy) __ (mm) __ (dd). The project implementation period for the current year shall extend from _____(yyyy) __ (mm) __ (dd) to _____(yyyy) __ (mm) __ (dd).

Article IV: Project expenditures and grant (including final payment)

Each grant for the project shall be approved annually. If the project review committee changes the funding for the following year, the grant shall be in accordance with the new approved funding. Inter-account use of funds between different years shall not be permitted.

1. Total approved funding for the current year: According to ☐ Proposal-based program funds ☐ Annual business income tax payable in the total of NT\$_____. The grant amount of NT\$_____ allocated to Party B by Party A on behalf of the SMEA and the amount of NT\$_____ independently raised by Party B shall be included into the scope of review. The details of the funds are as shown in the attached total project fund and the annual

expenditure budget distribution table.

- (1) Project grant for the current year shall be divided into the following 3 installments:
 1. The first installment amount shall be 40% of the grant amount.
The first installment is from _____ (month) _____ (day) _____ (year) to _____ (month) _____ (day) _____ (year). The project funding is NT\$_____, of which NT\$_____ is the grant amount and NT\$_____ is the amount independently raised by Party B.
 - (2) The second installment amount shall be 40% of the grant amount.
The second installment is from _____ (month) _____ (day) _____ (year) to _____ (month) _____ (day) _____ (year). The project funding is NT\$_____, of which NT\$_____ is the grant amount and NT\$_____ is the amount independently raised by Party B.
 - (3) The third installment amount shall be 20% of the grant amount.
The third installment is from _____ (month) _____ (day) _____ (year) to _____ (month) _____ (day) _____ (year). The project funding is NT\$_____, of which NT\$_____ is the grant amount and NT\$_____ is the amount independently raised by Party B. (If there is any change in the funding resolution by the review committee for project closure, the new approved funding shall prevail.)
2. The subsidy for annual business income tax payable shall be disbursed after the annual business income tax payable has been declared. The amount of disbursement shall be NT\$_____. However, the maximum disbursement amount shall be limited by the Approved Assessment of Tax Payable Income from Profit-Seeking Enterprise. If the Effective Tax Payable Income from Profit-Seeking Enterprise is less than the Approved Assessment of Tax Payable Income from Profit-Seeking Enterprise, the amount shall be deducted or recovered from the grant.

Article V: Grant disbursement

1. The stipulated budget procedures shall be completed for the project fund of each year and disbursed to Party A for management in accordance with this Contract before grant disbursement matters in this Contract for the year may proceed.
2. Except for payment of the first installment of the grant, receipts (receipt or invoice) showing the same amount as the amount of requested subsidy and supporting documents showing completed obligations shall be attached to the fund application for the other installments. Application for disbursement shall be submitted to Party A according to schedule. Party A may wait to remit the funds to Party B's project account until after the Project Office has completed the approval process.
3. For the last installment payment (final payment), Party B shall submit the work outcome report (including review documents for completed obligations for project closure) within 10 days of project conclusion. Upon completing the review, Party A shall notify Party B to apply for disbursement.
4. In the event that the work outcome (including review documents for completed obligations for project closure) submitted by Party B or any content of the implemented project fails to pass the approval of Party A, Party A may delay the fund disbursement until Party B has improved the aforementioned items. Upon approval by Party A, the funds shall then be disbursed. However, if Party B fails to complete the aforementioned improvements within the deadline set by Party A, Party A may proceed with terminating or rescinding this Contract in accordance with the terms of this Contract and the circumstances.
5. For the subsidy allocation stipulated in this Contract for each installment, if the government budget is deleted, reduced or frozen by the Legislative Yuan, Party A may adjust the subsidy amount, defer payment, or terminate this Contract after notifying Party B, and shall not be liable for debts resulting from the non-fulfillment of obligations or delayed payments.

Article VI: Income and expenditure processing

1. For the project subsidy funds, Party B shall provide a designated deposit account in the name of the company (Bank Number: _____ Branch Number: _____ Account Number: _____). The subsidy funds shall be earmarked and all income and expenditures for the grant project shall be recorded in a designated account. Project funds shall not be kept in another account without the consent of Party A.
2. Party B shall utilize the funds in accordance with the approved subsidized items. If any fraudulent use of funds is found, Party A shall not disburse the grant funds. In the event of a major violation, this Contract shall be rescinded in accordance with Article XII, Paragraph 1, Subparagraph 2.
3. In the event that this Contract is terminated or rescinded, Party B shall be required to return all grant funds to Party A within 15 days for return to the SMEA. If Party B fails to submit the return within one month of a payment reminder being issued by Party A, Party A may refer the matter to arbitration or file a lawsuit. Any legal costs, attorney fees, consultation fees, losses, related expenses, and interest incurred by Party A as a result of Party B's failure or delay in returning the funds shall be borne in full by Party B.
4. Party B shall bear responsibility for income tax withholding and other taxes.
5. Original documents retained by the grant (donation) recipient shall be properly kept and destroyed in accordance with accounting laws and regulations. To destroy the documents at the end of the safekeeping period, the original subsidizing (funding) agency shall be notified by mail to obtain the consent of the auditing agency. If any of the documents are destroyed, damaged, or lost before the end of the safekeeping period, the original subsidizing (funding) agency shall be notified by mail of the reasons and handling to obtain the consent of the auditing agency. In the event of any failure in implementing these procedures, subsequent subsidy (donation) for the Project or grant (funding) for the recipient organization may be reduced or the subsidy

(donation) may be suspended for 1 – 5 years, depending on the severity of the circumstance.

6. The Ministry of Economic Affairs, the SMEA, or Party A may dispatch personnel or entrust an impartial organization to audit relevant documents, account books, and the implementation status of the Project to inspect for any repeated applications for the contracted project, assess economic use, and evaluate performance, and Party B shall not refuse. Party B shall have the obligation to respond to the inspections in the preceding paragraph, and shall submit a work report and a detailed account of fund utilization to Party A according to agreed schedule. In the event of any overpayment by Party A, Party B shall immediately refund the overpayment in accordance with the request of Party A, and Party B shall bear all expense and interest resulting therefrom.

Article VII: Obligations

1. Party B is required to counsel at least one new venture each year in the planning of empirical field demonstration of technology application in the Startup Terrace @Shalun.
2. When Party B signs this grant project Contract, it shall also sign a contract or document for stationing in the Startup Terrace @Shalun. The period of residence shall be two (2) years in addition to the total period of the proposed project.
3. Party B shall conduct at least five (5) events in Startup Terrace @Shalun before the end of the implementation period for the Project.
4. Party B shall employ at least two (2) employees of the nationality of our country during the project period.

Article VIII: Work outcome report and inspection

1. Work outcome report (including review documents for completed obligations for project closure): Within 10 days of the conclusion of the project implementation period, Party B shall submit duplicate copies of the work outcome report (draft) in the prescribed format to Party A by mail. Within 10 days after the review, Party B shall revise the work outcome report in accordance with the review feedback and submit

duplicate copies of the revised work outcome report.

2. If necessary, Party A may require an early submission of the abovementioned work outcome report by Party B.
3. Party B shall cooperate with Party A's requests to provide information relevant to the Project. Party A may dispatch personnel or entrust a professional agency to the premises of Party B from time to time for site inspection to assess Project progress. If necessary, Party A may also require that Party B report on the progress of the Project implementation. Party B's leader, contact person and key implementation personnel for the Project shall be present during inspection visits and work outcome presentations, and Party B shall cooperate with these requirements. If the abovementioned site inspection by Party A finds that Party B has failed to comply with the terms of this Contract or has failed to be implemented in accordance with the content of the Project, Party A may, in accordance with the situation, require that Party B make improvements within a time limit, or cancel or reduce the subsidy funds.
4. If the locations of the abovementioned site inspection are outside the jurisdiction of the Republic of China (that is, Taiwan, Penghu, Kinmen and Matsu), the cost of the visit shall be borne by Party B.

Article IX: R&D management system

To cooperate with the implementation of the Project, Party B may establish or improve its corporate R&D management system. The SMEA and Party A may review the R&D management system of Party B.

Article X: Ownership, maintenance, management and implementation of research outcomes

1. All research outcomes such as knowledge, technology and intellectual property rights obtained by Party B during the course of Project implementation (hereinafter, "research outcomes") shall be the property of Party B.
2. In the event that any of the following circumstances are found to apply to Party B, the SMEA and Party A may publicly solicit and authorize a third party, either gratis or for payment, to implement the search

outcome, and Party B shall comply unconditionally. In the aforementioned authorization, if the authorized implementation is for payment, the resulting income shall be the property of the SMEA, and the SMEA shall have the right to directly require payment of such income.

- (1) During the implementation period of this Contract or within a five-year period after this Contract has expired, Party B fails to implement the research outcomes or terminates the implementation without valid reason.
 - (2) In the research outcome implementation, Party B adopts inappropriate methods that undermine environmental protection or public health and safety.
 - (3) When it is necessary to significantly further public interest.
3. On account of national interest, the SMEA may implement the research outcomes for the purpose of research under gratis, non-transferable and non-exclusive terms. Party B shall be subject to identical requirements when authorizing or transferring research outcome implementation rights to a third party.
 4. During the implementation period of the Project, members of Party B participating in the implementation shall keep accurate records of work conducted during the Project implementation period. Party B shall establish comprehensive technical data management files of research outcomes and relevant Project implementation outcomes. Party A may request to read the files at any time, and Party B shall comply unconditionally.
 5. After the Project is completed, if Party B wishes to transfer the research outcomes to the Mainland area for implementation, the transfer shall be handled in accordance with Article XXXV of the Act Governing Relations between the People of the Taiwan Area and the Mainland Area and its decrees, including the Regulations Governing the Approval of Investment or Technical Cooperation in Mainland China and the Regulations Governing Permission of Trade Between Taiwan Area and Mainland Area. However, Party A and Party B may otherwise formulate

an agreement not exceeding the scope of the aforementioned regulations. If the terms of the agreement are stricter than the aforementioned regulations, Party B shall not claim the aforementioned regulations as precedence.

6. Party B shall abide by the terms of the agreement set out in the Attachment: Personal Data Protection and Information Security Responsibility during project implementation. If Party B violates the aforementioned agreement, Party A may terminate or rescind this Contract in writing. If violation of the terms of the agreement by Party B results in damage or loss to the SMEA or Party A, Party B shall be liable for resolving the damage or loss and compensation.

Article XI : Project changes

1. During the Project implementation period, Party B may change the content of project implementation under the condition that the changes comply with the original goals of the Project and do not require increased grant funding. However, Party B shall clearly specify the content of the changes in the format prescribed by Party A, and shall explain in detail the reason for the changes. Party A shall be notified in writing at least 60 days before the expiration of this Contract implementation period, and approval must be obtained from Party A before the changes may be implemented.
2. If Party A requests a change in the Project to coordinate with government policies, Party B shall cooperate with the requirements of Party A and shall revise and adjust the original content of the Project and relevant documents within the deadline. Upon review and approval, Party B shall implement the changes. If Party B is unable to implement the changes in the Project, the situation shall be handled in accordance with Article XI of this Contract.

Article XII: Contract termination

1. During the implementation of the Project, if the Project cannot be completed due to factors such as changes in the technology, market or situation or unforeseen circumstances, either Party A or Party B may provide specific reasons for discontinuing the Project. If the

discontinuation of the Project is proposed by Party B, Party B shall provide the reasons in writing. Upon approval by Party A and written notification of the approval to Party B, the effect of this Contract shall then be terminated. If the discontinuation of the Project is proposed by Party A, approval from Party B shall not be required. Party A shall issue a notification letter and indicate the effective date of the Contract termination. The same provision shall apply if the goal of the Project has been achieved or becomes unnecessary.

2. In the course of the Project implementation, if litigation over rights occurs between Party B and a third party, making it impossible to continue with the implementation of the Project, Party A may notify Party B in writing to terminate the Contract.
3. If Party A is unable to disburse project subsidy funds due to factors that are not attributable to Party A, Party A may cut the subsidy funds. Party B shall not object and shall not claim damages from or make other demands of Party A. In the event that the entire grant budget of Party A or the SMEA is cancelled, the same provisions shall apply. Party B may require that Party A terminate this Contract on the grounds that the subsidy has been cut, and this Contract may be terminated only upon approval by Party A and written notification of the approval to Party B.
4. “Unforeseen circumstances” as mentioned in this Contract refer to events such as war, riot, embargo, strike, typhoon, flood, fire, earthquake, or other matters not attributable to either party, but which render Party A or Party B unable to implement the Project or fulfill the terms of this Contract.
5. If Party B is found to be in violation of this Contract or any terms of the Project plan, Party A may notify Party B in writing to make improvements within the time limit specified in the notice. If improvement is not made within the deadline, Party A may notify Party B in writing to terminate this Contract.
6. During the implementation of this Contract and any terms of the Project plan, if Party B is reported to have violated the law or deliberately failed to implement the content of the Contract and caused delay in the Project,

and if such allegations are verified by Party A, Party A may notify Party B in writing to terminate this Contract and report Party B to the organizer for monitoring. Party B shall then not apply for any other projects for three (3) years, and shall repay the full amount of all subsidies disbursed by Party A.

7. If Party B changes its actual residence or business office and fails to notify Party A in a timely manner, or if Party A is unable to deliver notifications or requests as a result of Party B refusing to accept mail, keeping the new location ambiguous, or other reasons, Party A may terminate this Contract.
8. In the event of any one of the following circumstances occurring during Project implementation by Party B, Party A may notify Party B in writing to rescind this Contract:
 - (1) The subsidy funds are diverted to other purposes or are not used in accordance with the original accounting categories.
 - (2) During the implementation period, Party B is issued a compulsory enforcement order or pay warrant by a court.
 - (3) Work on the Project is stopped without valid reason or progress is seriously behind, with no improvement made after notice to improve is given by Party A.
 - (4) An excessive gap exists between the content of the implementation and the Project plan that is attributable to Party B, and Party A has verified that the case cannot be concluded as a result.
 - (5) Other major violation of laws and regulations or breach of contract by Party B that significantly affects the implementation of the Project.
 - (6) Party B shall not engage in any conduct which may make third parties or relevant public misconstrue the results as a guarantee made by Party A or the MOEA as a guarantee of the quality, safety, or functionality of any product manufactured in connection therewith. In the event of violation of the aforementioned provision, Party A may terminate the Contract and require compensation for damages.

The provision of this subparagraph shall not lose its effectiveness as a result of the termination of the Contract. Party B shall also require the transferee or authorized person of the Project outcome to comply with the provisions of this Article.

- (7) The Project is also receiving counseling from other government agencies.
9. In the implementation of the Project and use of funds, if any of the following circumstances are found to apply to Party B, Party A shall terminate or rescind the contract:
 - (1) Is found to have acquired this government counseling Project or passed review at any stage by offering illegitimate benefits to the Ministry of Economic Affairs, the SMEA, Party A, or review committee members through means such as fraud, lobbying, promises, bribery, commissions, percentages, broker fees, gratuities, kickbacks, favors, or entertainment.
 - (2) Has misappropriated the subsidy for other purposes or writing off the Project expenses with fraudulent receipts, and such acts are verified by the Ministry of Economic Affairs, the SMEA, Party A or an accounting audit agency commissioned by Party A.
 - (3) Is effectively not in operation due to business suspension, bankruptcy, dissolution, revoked registration, or other facts.
 - (4) Fails to comply with the provisions of this Contract and fails to complete or submit required documents after being reminded.
 - (5) Is found to have received other government counseling for the Project.
 - (6) In making procurement of amount exceeding more than one half of the grant subsidy and totaling more than NT\$1 million, Party B fails to comply with the relevant provisions of the Government Procurement Act.
 - (7) Other violations of the Contract provisions or conflict with the purpose of the counseling or laws and regulations, and failure to improve after being advised to do so by Party A.

Article XIII: Contract Dissolution

1. If any of the following situations occurs during the implementation of the Project by Party B, Party A may notify Party B in writing to rescind this Contract:
 - (1) The subsidy funds are misappropriated for other purposes or are not used in accordance with the original accounting categories.
 - (2) During the implementation period, Party B is issued a compulsory enforcement order or pay warrant by a court.
 - (3) Work on the Project is stopped without valid reason, work outcome reports or other documents are not submitted, project content that has not been reviewed and approved by Party A is implemented, or progress is seriously behind schedule, and the situation remains unimproved after notice to improve is issued by Party A.
 - (4) An excessive gap exists between the developed technology or product or the content of implementation and the Project plan that is attributable to Party B, and Party A has verified that the case cannot be concluded as a result.
 - (5) Other major violation of laws and regulations or breach of contract by Party B.
 - (6) Party B shall not engage in any conduct which may make third parties or relevant public misconstrue the results as a guarantee made by Party A or the SMEA as a guarantee of the quality, safety, or functionality of any product manufactured in connection therewith. In the event of violation of the aforementioned provision, Party A may rescind the contract and require compensation for damages. The provisions of this Contract shall not lose their effectiveness as a result of its termination. Party B shall also require Project result transferees and authorized persons to comply with the provisions of this Article.
 - (7) If Party B is found to have forged or provide fraudulent information during the Project implementation, the Contract shall be rescinded and Party B shall not submit another application within the next five

(5) years.

- (8) If Party B is found to have applied for and been awarded other government subsidies for the same Project, this Contract shall be rescinded and the disbursed grants shall be recovered. In addition, Party B shall not apply for the Project within five (5) years from the date of the contract dissolution.
 - (9) Is found to have acquired this government counseling project or passed review in each stage by offering illegitimate benefits to the Ministry of Economic Affairs, the SMEA, Party A, or review committee members through means such as fraud, lobbying, promises, bribery, commissions, percentages, broker fees, gratuities, kickbacks, favors, or entertainment.
 - (10) Has misappropriated the subsidy for other purposes or written off Project expenses with fraudulent receipts, and such acts are verified by the Ministry of Economic Affairs, the SMEA, Party A or an accounting audit agency commissioned by Party A.
 - (11) Is effectively not in operation due to business suspension, bankruptcy, dissolution, revoked registration or other facts.
 - (12) Has failed to comply with the provisions of this Contract and failed to complete or submit required documents after reminder.
 - (13) In making procurement of amount exceeding more than one half of the grant subsidy and totaling more than NT\$1 million, Party B fails to comply with the relevant provisions of the Government Procurement Act.
 - (14) Party B or the personnel belonging to Party B are found to be in violation of the principle of avoiding conflict of interest, or suspected of the aforementioned circumstances.
 - (15) Other violations of the Contract provisions or conflict with the purpose of the counseling or laws and regulations, and improvement is not made after notice to do so is given by Party A.
2. In the event that the SMEA or Party A is notified by judicial authority, audit department or other competent authority that any of the following

circumstances are found to apply to Party B after the implementation of the Project is completed, Party A may notify Party B in writing to rescind this Contract, and Party B shall then not apply for the Project within five (5) years from the date of the contract dissolution:

- (1) In the implementation of the Project, Party B engaged in illegal acts such as concealment, forgery, or alteration of relevant Project information or documents.
- (2) Party B is found to have received other government subsidies for the implementation of the Project.

Article XIV: Legal effects of dissolution or termination

1. Within 15 days of the termination or dissolution of this Contract, Party B shall return subsidy funds that have been disbursed. Party B shall also return to Party A relevant materials of the Project that is completed or ongoing.
2. The dissolution or termination of this Contract shall not affect Party A's exercise of any right to claim damages.

Article XV: Protection of the rights of third parties and guarantee of intellectual property rights

1. Prior to implementing the Project, Party B shall investigate the intellectual property rights of technology relevant to the Project to avoid infringing on the rights of others.
2. Party B guarantees that the outcomes of the Project do not infringe on the intellectual property rights of others. If claim of infringement is made by others, Party B shall bear the responsibility, and shall not involve Party A, the Ministry of Economic Affairs or the SMEA. If Party A, the Ministry of Economic Affairs or the SMEA suffers damage as a result of the claim of infringement, Party B shall be liable for compensating all damages to Party A, the Ministry of Economic Affairs or the SMEA.

Article XVI: Evaluation of duties and performance after Project conclusion

1. When Party A conducts a performance assessment during the Project implementation or after the Project has concluded, Party B shall cooperate unconditionally to enhance the industrial upgrading and

economic development capability of the Project.

2. Within a five-year period of the conclusion of the Project, Party B has the obligation to provide data concerning the effectiveness of the Project implementation when requested by Party A, and Party B shall also cooperate with research surveys, exhibitions, and promotional activities organized by Party A for the research outcomes of the Project.
3. Party B's performance assessment records shall be included in the assessment of Party B's future applications for other project funding.
4. After the conclusion of the Project, Party A may dispatch personnel or commission a professional agency to perform on-site inspection of Party B's premises from time to time, and Party B shall comply unconditionally with such visits.

Article XVII: Joint guarantee

The representatives of Party B shall bear responsibility for joint guarantee of the obligations and responsibilities of Party B set out in this Contract.

Article XVIII: Restrictions on Nominal Use and the Rights of the SMEA

Unless otherwise stipulated in this Contract, Party B shall not use the name of the Ministry of Economic Affairs or the SMEA in legal actions or other actions when implementing the Project. Unless otherwise stipulated in this Contract, both parties understand and agree that all duties and responsibilities arising from the results of the Project shall be unconnected with Party A, the Ministry of Economic Affairs, or the SMEA. With regard to the exercise of rights by Party A as stipulated in this Contract, Party B agrees that in addition to the right of Party A to require that Party B carries out duties in Party A's name, the Ministry of Economic Affairs and the SMEA shall also have the right to directly require that Party B carry out duties.

Article XIX: Obligation to assist with project check and acceptance

The leader of Party B shall assist Party A with formulating acceptance standards and acceptance results. In the event of concerns about threat to human health, environmental pollution, or public safety during the

acceptance process or applications, Party B shall notify Party A and relevant personnel in advance. If failure to issue the aforementioned required notification results in damages, Party B shall be liable for compensation.

Article XX: Contract modification and revision

Party B fully understands and agrees that this Contract is for the implementation of the Southern Taiwan International Startup Cluster Development Project. To achieve the goals of the Project, Party A and the SMEA shall reserve the right to revise this Contract and its attachments, and Party B shall not object. In addition to the aforementioned terms, any addition, deletion or modification to the terms of this Contract shall be negotiated between Party A and Party B, set in a written agreement, and appended to this Contract to become a part of this Contract. The part of the original Contract that has been modified per agreement shall no longer be applicable.

Article XXI: Denial of waiver

The failure of Party A to strictly require Party B to uphold any terms of this Contract shall not constitute Party A's forfeiture of the right to subsequently claim or reclaim the terms in question.

Article XXII: Delivery of notification

All notifications and requests made pursuant to this Contract that are delivered to Party B's mailing address via registered postal mail or sent by email to Party B's email address provided below shall be considered delivered. In the event of Party B's change of address, Party A shall be notified in writing for the change to take effect.

Party A mailing address:

Startup Terrace @Shalun Project Office

Room 310, Building 52, No. 195, Section 4, Zhongxing Road,
Zhudong Town,

Hsinchu County 310401

Party A Telephone: 03-591-8773 Fax: 03-582-0323

Party B mailing address:

Telephone:

Email:

Article XXIII: Article titles

The titles of the Articles and items in this Contract are provided solely to facilitate reading, and shall not be taken to explain or restrict the meaning of the Articles in question.

Article XXIV : Partial ineffectiveness

If certain terms of this Contract are rendered ineffective in accordance with the law, the other terms shall continue to retain effectiveness and the effectiveness of this Contract shall remain.

Article XXV: Court of jurisdiction by consent

1. The interpretation, effectiveness and other outstanding matters pertaining to this Contract shall be handled in accordance with the relevant provisions of the Grant Guidelines of the Ministry of Economic Affairs for Innovation and Incubation Industries and shall be governed by the laws of the Republic of China.
2. Party A and Party B agree that all disputes arising from this Contract shall be settled by arbitration or litigation. If Party A selects arbitration, the place of arbitration shall be in the Hsinchu area. If Party A selects litigation, the Taiwan Hsinchu District Court shall be the competent court of first instance.

Article XXVI: Effectiveness of Contract

Unless otherwise stipulated in this Contract, the stipulations of Article I, Article IX, Article X1, Article XIII, Article XIV, Article XV, Article XVII, Article XVIII, and Article XIX shall not lose effectiveness as a result of the expiration of the Project implementation period, contract termination or contract dissolution.

Contracting Parties:

Party A: The Industrial Technology Research Institute

Representative: Edwin Liu, President

Address: No. 195, Section 4, Zhongxing Road, Zhudong Town, Hsinchu County

Party B:

Representative:

Address:

Project leader:

Date: ____ (yyyy) __ (mm) __ (dd)

Attachment: Personal Data Protection and Information Security Responsibility

Personal data protection

- (1) Necessary personal data and files (that is, the name of individual person and his or her personal ID number, occupation, contact information, social activities, and other information that can directly or indirectly identify the individual as defined in the Personal Data Protection Act (hereinafter, the “PDPA”) collected, processed and used by Party B to implement the Contract or received from the SMEA, Party A or an agency directed by Party A shall be securely managed by a designated personnel to prevent the theft, tampering, damage, loss or leak of such personal data. Party B shall also comply with the requirements of Article XV or Article XVI of the PDPA, and the personal data protection and management regulations of the Ministry of Economic Affairs and its affiliated agencies.
- (2) Obligations in collection, processing and use
 1. Personal data collected, processed and used by Party B to implement this Contract shall be conducted in compliance with applicable regulations of the SMEA and/or Party A, including the Personal Data Protection Act, the Enforcement Rules of the Personal Data Protection Act, and the relevant personal data protection and management regulations of the Ministry of Economic Affairs and its affiliated agencies.
 2. Personal data collected, processed and used by Party B to implement this Contract shall be conducted in compliance with the Personal Data Protection Act and the relevant personal data protection and management regulations of the Ministry of Economic Affairs and its affiliated agencies. Party B shall also attach a description of the proviso to any requirements of each subparagraph in accordance with Article VI of the Personal Data Protection Act.
 3. Party B shall only collect, process and use personal data within the scope necessary to implement this Contract. Party B shall not use personal data and files provided by the SMEA or Party A or collected during the implementation of this Contract to engage in processes or uses outside the scope of this Contract for personal benefit or the benefit of others, including but not limited to activities such as marketing or commercial sales promotion, connection and

comparison with data held by manufacturers, or delivery to an irrelevant third party in any way or by any means.

4. If Party B believes that the instructions of the SMEA or Party A violate the Personal Data Protection Act, the Enforcement Rules of the Personal Data Protection Act or other personal data laws or their regulatory orders, Party B shall immediately stop collecting, processing or using the personal data and shall immediately notify Party A of the reasons.
5. Party B shall not engage in the following regarding personal data obtained through the implementation of this Contract:
 - (1) Using the personal data for marketing, or processing or using the data in ways that are irrelevant to the implementation of this Contract.
 - (2) Processing or using the personal data for purposes other than the specified purposes without a prior written consent from Party A.
 - (3) Providing or disclosing the personal data to a third person in any way or by any means without a prior written consent from Party A.
 - (4) Connecting the personal data to database(s) of Party B or subcontractors.
 - (5) Processing or using personal data in illegal ways.
6. If an administrative agency, judicial agency or a third person other than the person whose personal data it is requests that Party B provide the personal data on statutory grounds, Party B shall immediately notify Party A of the request and defer to Party A to decide whether to provide the information.

(3) Security measures

1. Within the scope necessary for implementing business operations, Party B shall implement the security measures specified in Article XII of the Enforcement Rules of the Personal Data Protection Act in accordance with Article XXVII of the PDPA to prevent the theft, tampering, damage, loss or leak of personal data.
2. The security measures referred to in the preceding paragraph shall include the following items, and shall be proportionate to the intended purposes of personal data protection:
 - (1) Allocating management personnel and reasonable resources;
 - (2) Defining the scope of personal data;
 - (3) Establishing a mechanism of risk assessment and management of personal

data;

- (4) Establishing a mechanism of preventing, giving notice of, and responding to a data breach;
- (5) Establishing an internal control procedure for the collection, processing, and use of personal data;
- (6) Managing data security and personnel;
- (7) Promoting awareness, education and training;
- (8) Managing facility security;
- (9) Establishing an audit mechanism of data security;
- (10) Keeping records, log files and relevant evidence; and
- (11) Implementing integrated and persistent improvements on the security and maintenance of personal data; and
- (12) Written business implementation instructions and reminders to other agencies.

Information Security Responsibility

- (1) Party B shall abide by the various information security regulations and standards set by the Executive Yuan, and abide by the relevant regulations of agency information security management and confidentiality. In addition, the SMEA and Party A reserve the right to audit Party B.
- (2) Party B shall check software, hardware, and documents that are to be delivered for any malicious programs (such as viruses, worms, Trojan horses and spyware) and covert channels, and shall test the data cleanliness of its official environment and account, data management and account numbers before going online.
- (3) After the Contract has been fulfilled or terminated, Party B shall delete or destroy all related agency information held for the service implementation, or return the information in accordance with the instructions of the SMEA and Party A, and keep records of such implementation.
- (4) If the services provided by Party B pertain to software or system development, versions shall be respectively managed. Authorization control shall be provided and records of storage and access shall be kept in accordance with relevant regulations for information security management.

- (5) In the event of an information security incident in the services provided by Party B, Party B shall notify the agency, propose emergency response measures, and cooperate with the agency for follow-up management.
- (6) Party B shall effectively implement configuration management to ensure the integrity and consistency of the system, and shall meet the requirements of the agency for system quality and information security.