

聘僱暨保密合約書

Employment & Confidential Agreement

立合約書人 Agreement Part (以下簡稱甲方) (hereinafter referred to as Party A)

晉弘科技股份有限公司 (以下簡稱乙方) Medimaging Integrated Solution Inc. (hereinafter referred to as Party B)

甲方係乙方僱用之員工，雙方謹同意於中華民國____年____月____日簽訂本合約，其內容經甲方詳細閱讀並充分了解，同意遵守各項條款約定如下：

Party A is an employee employed by Party B. Both parties hereby agree to sign this contract on ____ day, ____ month, ____ year, Republic of China. Party A has specifically read and fully understood its contents, and agrees to abide by the terms and conditions as follows:

一. 聘僱條件: I. Employment Condition:

甲方之起薪、職等、職稱、任職部門、工作地點及試用期等規定(下稱聘僱條件)依照乙方所提供予甲方之任用通知所示，乙方得依甲方專長、日後工作表現及公司營運需求調整甲方之工作內容、工作地點或其他聘僱條件。甲方明確知悉薪資、獎金及分紅等訊息，視為機密資訊，不得洩漏與他人或向他人探聽取得。有關員工應遵循之相關工作規範以及各項福利措施，悉以乙方相關工作規則及遵循勞動基準法及相關勞動法令之規定。

Party A's starting salary, grade, title, department, work location, probation period, etc. (hereinafter referred to as the employment conditions) shall be as shown in the appointment notice provided by Party B to Party A. Party B may, based on Party A's expertise, future work performance and company operational needs adjust Party A's work content, work location or other employment conditions. Party A clearly knows that information such as salary, bonuses and dividends is regarded as confidential information and shall not be disclosed to others or obtained by inquiring from others. Regarding the relevant work standards and various welfare measures that the employees should follow, Party B shall refer to Party B's relevant work rules and comply with the provisions of the Labor Standards Act and relevant labor laws.

二. 告知義務 II. Obligation of Notice

甲乙方於簽訂本合約時，應以良善原則訂定，應盡合理的努力告知乙方其在受聘前所擁有的各項發明、專利、著作或專門技術及對第三人所負法令上或契約上不得使用或洩漏交付有關智慧財產權之義務。甲方需遵循誠信原則，確信未違反前受雇公司之工作契約或協議而可能產生對公司不利影響之情事。如甲方對第三人負有在一定期間就一定工作領域不作為之特定義務或簽署有保密合約不得洩漏一定資訊者，均應於簽訂本合約時將上開相關資訊充分告知乙方。

When signing this contract, Party A and Party B shall make it in good faith and shall make reasonable efforts to inform Party B of all inventions, patents, works or know-how owned by them before being hired, as well as any legal or legal liabilities they have to third parties. The obligation to deliver relevant intellectual property rights shall not be used or disclosed in the contract. Party A must abide by the principle of good faith and make sure that there is no violation of the work contract or agreement of the former employer that may have an adverse impact on the company. If Party A has a specific obligation to a third party not to act in a certain field of work within a certain period of time or has signed a confidentiality contract not to disclose certain information, Party A shall fully inform Party B of the relevant information when signing this contract.

三. 保密義務 III. Confidential Obligation

1. 本合約稱「機密資訊」者，係指甲方於受聘期間創作、開發、收集或因職務關係取得(含蒐集、處理、運用第三方合法提供之個人資料)或知悉乙方及其員工以外人員所不知悉或經乙方標示「機密」、「限閱」或

其他同義字之一切商業上、技術上或生產上之秘密，但不包括已公開或一般公眾所知悉之資訊。機密資訊包括但不限於：發現、構想、概念、各發展階段之原始碼、目的碼、圖說、產品規格、技術、模型、資料、圖表、文件、電腦軟體、流程圖、研究發展、製程、配方、流程、特殊製造或生產方法、機器裝置、模具或其他設備以及專門技術、或其他文件資料、品質控制制度或系統資料、行銷計劃與發展資料、銷貨或產品發展計劃、合約及會議內容、客戶、經銷商、供應商名冊及關於客戶、價格或定價政策、產品需求預測、採購及物料、財務及會計資料、人事資料等具有機密性者。

The "confidential information" referred to in this contract is created, developed, collected or obtained by Party A during the employment period (including the collection, processing and use of personal information legally provided by a third party) or known to Party B and its employees other than Party B. All commercial, technical or production secrets that are unknown to Party B or have been marked "confidential", "restricted" or other synonyms by Party B, but do not include information that has been made public or known to the general public. Confidential information includes but is not limited to: discoveries, ideas, concepts, source code at various stages of development, object code, illustrations, product specifications, technology, models, data, diagrams, documents, computer software, flow charts, research and development, manufacturing processes, formulas, processes, special manufacturing or production methods, machinery, molds or other equipment and expertise, or other documents and information, quality control systems or system information, marketing plans and development information, sales or product development plans, contracts and meeting contents, list of customers, dealers, suppliers and confidential information about customers, prices or pricing policies, product demand forecasts, procurement and materials, financial and accounting information, personnel information, etc.

2. 甲方同意，於受聘期間以善良管理之注意義務並採取必要合法措施維持所知悉或持有之機密資訊，非經乙方(含提供方)事前書面同意，不得直接或間接洩漏、告知、交付或移轉予第三人使用或對外發表。

Party A agrees to exercise the duty of care in good management during the employment period and to take necessary legal measures to maintain the confidential information known or held. It shall not directly or indirectly leak or disclose any confidential information without the prior written consent of Party B (including the provider), deliver or transfer it to a third party for use or publication.

3. 甲方同意，非經乙方之事前書面同意，不得於工作期間及工作範圍外使用機密資訊。甲方於聘僱關係終止後，非經乙方事前書面同意，亦不得將該機密資訊供自己或第三人使用。

Party A agrees that confidential information shall not be used during the work period or outside the work scope without the prior written consent of Party B. After the employment relationship is terminated, Party A shall not use the confidential information for itself or a third party without the prior written consent of Party B.

4. 雙方同意，所有記載或含有機密資訊之筆記、資料、文書、電子郵件等之所有權皆歸屬乙方所有。於甲方離職或職務調動或乙方提出請求時，甲方應立即將其所持有或管理之前述所定資料或其一切複製品、重製品、合成物、影本、抄本、節本或譯本交還乙方或其指定之人或依乙方規定之方式銷毀，並不得影印或以其他方式自行備份留存。

Both parties agree that the ownership of all notes, materials, documents, emails, etc. that record or contain confidential information belongs to Party B. Upon Party A's resignation or transfer of duties, or Party B's request, Party A shall immediately return to Party B the aforementioned materials in its possession or management or all copies, reproductions, composites, photocopies, transcripts, abridgements or translations thereof. or its designated person or in the manner specified by Party B, and shall not be photocopied or otherwise backed up for retention.

四. 智慧財產權 IV. Intellectual Property Rights (IPR)

1. 雙方同意甲方於受聘期間所產生之構想、發現或創作之發明著作或營業秘密(以下簡稱"IP")，無論有無取得專利權、商標專用權、著作權等，除雙方另有約定外，其歸屬依下列原則定之：

Both parties agree that any inventions or business secrets (hereinafter referred to as "IP") that are conceived, discovered or created by Party A during the period of employment, regardless of whether they have obtained

patent rights, trademark rights, copyrights, etc., unless otherwise agreed by both parties, In addition, its ownership is determined according to the following principles:

(1)利用乙方機密資訊、機器設備等完成之 IP，不論與職務是否相關，其智慧財產權（包括但不限於著作權、專利權、商標權等）皆歸屬乙方所有。

The intellectual property rights (including but not limited to copyrights, patent rights, trademark rights, etc.) owned by Party B, whether related to the job or not, are owned by Party B.

(2)職務上或與職務相關非利用乙方機密資訊、機器設備等完成之 IP，其智慧財產權（包括但不限於著作權、專利權、商標權等）皆歸屬乙方所有。

The intellectual property rights (including but not limited to copyrights, patent rights, trademark rights, etc.) of IPs that are not created using Party B's confidential information, machinery and equipment during or related to the job belong to Party B.

(3)與甲方職務上無關，亦非利用乙方機密資訊、機器設備等而完成之 IP，經第三方公正單位(法院)認定與乙方業務有關時，甲方仍有所有權，但乙方得免費使用。惟乙方不得授權他人使用該 IP，甲方亦不得再授權乙方以外第三人使用。若甲方欲處分該 IP 時應先通知乙方，乙方享有優先承購權，否則視為甲方違約，雙方絕無異議。

If the IP has nothing to do with Party A's duties, nor is it completed by using Party B's confidential information,

machinery and equipment, etc., if it is determined by a third-party impartial unit (court) to be related to Party's business, Party A will still own it, but Party B will be free of charge use. However, Party B shall not authorize others to use the IP, and Party A shall not authorize a third party other than Party B to use it. If Party A wants to dispose of the IP, it should notify Party B first, and Party B has the right of first refusal. Otherwise, Party A will be deemed to have breached the contract, and both parties will have no objection.

2.依前項約定如屬乙方所有 IP 之智慧財產權者，於完成 IP 時，甲方應簽署相關申請文件。如甲方離職後，亦應無償且無條件協助乙方辦理為取得或維護該 IP 之相關手續，如有無法聯絡甲方或甲方不配合協助前開手續之情形，甲方茲同意於此情形即授權乙方全權處理該 IP 之相關手續。

According to the agreement in the preceding paragraph, if the intellectual property rights of IP owned by Party B belong to Party B, Party A shall sign the relevant application documents when completing the IP. After Party A resigns, Party A shall also assist Party B to handle the relevant procedures for obtaining or maintaining the IP free of charge and unconditionally. If Party A is unable to contact Party A or fails to cooperate in assisting in completing the procedures, Party A hereby agrees that in this case, Party A shall Party B is authorized to have full authority to handle the relevant procedures of the IP.

3.甲方於受聘期間所完成之各項 IP，不得有故意抄襲、模仿、侵害或重製他人 IP 之情事。

Party A must not intentionally plagiarize, imitate, infringe or reproduce other people's IP in the various IP projects completed during the employment period.

五. 競業禁止 V. Non-compete

1.甲方於任職期間內，非經乙方之事前書面同意，不得為下列之行為：

During the term of employment, Party A shall not engage in the following acts without the prior written consent of Party B:

(1)以自己或他人名義為自己或第三者經營與乙方或乙方關係企業業務相同或類似之事業。

To operate a business that is the same or similar to that of Party B or Party B's related enterprises, for itself or a third party, in the name of oneself or others.

(2)為與乙方或乙方關係企業業務相同或類似事業之無限責任股東、執行業務股東、董事或經理人，或

為行號之顯名及隱名合夥人。

Be an unlimited liability shareholder, executive business shareholder, director or manager of an enterprise with the same or similar business as Party B or Party B's related enterprises, or be an explicit or implicit partner of a firm.

(3)擔任與乙方相同或類似業務之公司或商號之受僱人、經理人或顧問。

Serve as an employee, manager or consultant of a company or firm with the same or similar business as Party B.

2. 甲方於離職後一年內，非經乙方事前書面同意，不得擔任與乙方業務相同或類似事業之受僱人、經理人、顧問或其他任何職務，且不得以任何方式誘使乙方在職員工離職至與乙方或乙方關係企業相同或類似事業擔任任何職務。

2. Within one year after leaving the company, Party A shall not, without the prior written consent of Party B, hold any position as an employee, manager, consultant or any other position in the same or similar business as Party B, and Party A shall not induce Party B to remain employed in any way. The employee resigns to take any position in the same or similar enterprise as Party B or Party B's affiliated enterprise.

六. 網路合理使用及電腦管理 VI. Reasonable use of the Internet and computer management

甲方同意並認知乙方提供員工電腦硬體軟體設備與使用網際網路及電子郵件之主要目的在於協助員工完成其職務上之工作，員工亦得在合理狀況下因私人目的使用網際網路，基於前述原則，甲方同意乙方得為適當的監控與管理電子郵件、網際網路及各項與資訊相關的軟硬體設施，以確保乙方公司運作順暢。甲方同意切實遵守資訊安全（包括但不限：電子郵件、電腦軟硬體及網際網路）相關之規定。

Party A agrees and acknowledges that the main purpose of Party B in providing employees with computer hardware and software equipment and using the Internet and email is to assist employees in completing their duties. Employees may also use the Internet for private purposes under reasonable circumstances. Based on the foregoing principles, Party A agrees that Party B can properly monitor and manage email, the Internet, and various information-related software and hardware facilities to ensure the smooth operation of Party B's company. Party A agrees to abide by regulations related to information security (including but not limited to: email, computer software and hardware, and the Internet).

七. 誠信經營 VII. Honest Business

甲方承諾將確實遵循臺灣證券交易所股份有限公司發布之《上市上櫃公司誠信經營守則》及乙方制定之《誠信經營守則》、《誠信經營作業程序及行為指南》及相關誠信經營政策，於執行業務過程中，除基於正常商務、社交、業務或其他需要，在不逾越當地社會規範、法令規定、正常禮俗或公司規定且而無影響特定權利義務之虞者不在此限外，絕無藉由建立商業關係或影響商業交易行為之理由直接或間接提供、收受、承諾或要求任何形式或名義之金錢、餽贈、禮物、佣金、職位、服務、優待、回扣、疏通費、款待、應酬及其他有價值之事物，另藉由配偶、二親等以內之親屬或他人名義收受者，亦屬禁止範圍，如有違反，願依相關法令及乙方工作規則或管理規章規定辦理。

Party A promises to abide by the "Ethical Corporate Management Best Practice Principles for TWSE/TPEX Listed Companies" issued by the Taiwan Stock Exchange Co., Ltd. and the "Ethical Corporate Management Best Practice Principles" and "Procedures for Ethical Management and Guidelines for" formulated by Party B. Conduct" and related integrity management policies, in the course of executing business, except for normal business, social, business or other needs, as long as it does not exceed local social norms, legal requirements, normal customs or company regulations and does not affect specific rights and obligations. This does not apply to those who do not provide, receive, promise or request any form or name of money, gift, gift, commission, position, service, preferential treatment or kickback directly or indirectly for the purpose of establishing a commercial relationship or influencing commercial transactions. Facilitation payments, entertainment,

entertainment and other valuable things, and receiving them in the name of spouse, relatives within the second degree or other people is also prohibited. If there is any violation, Party B is willing to comply with relevant laws and Party B's work rules or management Handled according to regulations.

八. 違約之處罰 VIII. Penalty for Breach of Contract

1. 甲方如違反本合約之各項約定時，除甲方為在職員工時應依公司相關規定論處外，無論甲方是否在職，如使乙方受有損害或遭第三方求償時，甲方並應承擔相關民、刑事責任（包括且不限律師費等）。
If Party A violates various provisions of this contract, except when Party A is an active employee, it shall be punished in accordance with the relevant regulations of the company. Regardless of whether Party A is employed or not, if Party B suffers damage or is subject to compensation from a third party, Party A shall bear the relevant civil and criminal liabilities (including but not limited to attorney fees, etc.).
2. 甲方若違反本合約第五條之規定時，應無條件給付或返還乙方於甲方受聘期間給予之特別獎金、紅利、無償配股、技術股，及乙方對甲方所投入之專業培訓成本，以及其他非經常性薪酬之特殊給予。若因違反該規定而發生損害賠償高於前述金額時，以實際損害為準。
If Party A violates the provisions of Article 5 of this contract, it shall unconditionally pay or return the special bonuses, bonuses, free allotments, technical shares given by Party B during the period of employment of Party A, as well as the professional training costs invested by Party B in Party A, and other special grants of non-recurring remuneration. If the damages incurred due to violation of this provision are higher than the aforementioned amount, the actual damages shall prevail.
3. 本合約第三條、第四條、第五條、第八條第一、第二項之規定，不因甲乙雙方聘僱關係終止而消滅。
The provisions of Articles 3, 4, 5 and 1 and 2 of Article 8 of this contract shall not be extinguished upon the termination of the employment relationship between Party A and Party B.

九. 其他規定 IX. Other Regulations

1. 本合約書未規定事項，依照乙方相關工作規則規定及遵循勞動基準法及相關勞動法令之規定。
Matters not specified in this contract shall be subject to Party B's relevant work rules and the provisions of the Labor Standards Act and relevant labor laws.
2. 因本合約引起之爭訟，雙方同意以台灣新竹地方法院為第一審管轄法院。
Concerning the disputes the contract causes, both parties shall agree to resolve by the principle of honesty. If litigation is necessary, the both parties agree to the Hsinchu District Court as the first trial court of competent jurisdiction.
3. 本合約正本一式二份，甲乙雙方分別收執一份。
The contract original is in duplicate, and both Party A and Party B respectively hold one copy.

立合約書人 Agreement Party

甲 方：	(簽章及蓋章)	乙 方：晉弘科技股份有限公司
Party A:	(Signature or Stamp)	Party B: Medimaging Integrated Solution Inc.
職 稱：		負責人：鄭竹明
Job Title:		Responsible person: Zheng Zhuming
身分證字號：		住 址：新竹市科學園區工業東四路 24-2 號 3 樓
ID No.:		Address: 3rd Floor, No. 24-2, Industrial East 4th Road, Science Park, Hsinchu City