

Division of Innovation Incubation, General Center for Academia-Industry Collaboration,  
National Chung Hsing University  
**Business Advisory Agreement**

This Agreement is made by and between Party A: National Chung Hsing University, and Party B:  
\_\_\_\_\_ Co., Ltd.

WHEREAS, Party B applies for settling in the location of Party A's Division of Innovation Incubation, General Center for Academia-Industry Collaboration, and accepts Party A's business advisory. Such application has been reviewed and approved by Party A.

THEREFORE, the parties hereto agree to the following business advisory terms in accordance with the Directions Governing Promotion Management of Innovation Incubation, General Center for Academia-Industry Collaboration, Chung Hsing University:

1. Business Project Name: “\_\_\_\_\_ Co., Ltd. Business Project”
2. Business Project Specifications: Please refer to the attached “\_\_\_\_\_ Co., Ltd. Business Project” (Such Project is part of the Agreement).
3. Settle-in Date: \_\_\_\_\_ (month), \_\_\_\_\_ (date), \_\_\_\_\_ (year) through \_\_\_\_\_ (month), \_\_\_\_\_ (date), \_\_\_\_\_ (year). Party B shall complete the settle-in within one month from the date of admission to settle-in. If it is overdue after one month without settling in, it shall be deemed a waiver.
4. In order to improve advisory performance, the Parties shall come to an agreement over the following specific advisory work and plan (deemed part of this Agreement) based on Party B's business project within two months after Party B's settle-in.
  - (1) Experimental Research and Testing Services (The charged amount shall separately paid by the company according to laboratory standards.)
  - (2) Technology Introduction and Technology Development Consulting.
  - (3) Business Management Consulting.
  - (4) Cultivation of Computer, Business Management and Technical Expertise.
  - (5) Transaction Services.
  - (6) Enterprise Marketing and Publicity.
5. In order to implement the advisory project referred to in the preceding Article, Party A may recommend its existing service business to Party B, for which shall be paid by Party B according to the charging standard set by Party A.
6. Party A agrees to provide the space, located at Room\_\_\_\_\_, No.19, Keyuan Rd., Xitun Dist., Taichung City, Taiwan in the Building of Innovation Incubation, a total of \_\_\_\_\_ m<sup>2</sup> (including \_\_\_ parking space(s)), as the operating place for the use of research and development conducted by the employees of Party B, from (date) (month) (year) to (date) (month) (year). Party B shall pay water fee and maintenance fee: NT\$\_\_\_\_\_ to Party A before the 5th day of each month, and the electricity fee shall be settled and paid by the 5th day of each month according to actual expenditure.

The facilities of the operating place shall be built by Party B, of which the additional costs shall be

borne by Party B, provided that the design drawings shall be approved by Party A before construction, as well as using safety materials and being constructed by interior decoration practitioners licensed by the Ministry of the Interior pursuant to the provisions prescribed in “Regulations Governing Building Interior Decoration Management” (Tai-85-Nei-Ying-Zi-No.8572676) promulgated by the Ministry of the Interior.

7. In order to ensure Party B would make the payment during the period of Party B's settle-in, Party B shall provide a three-month maintenance fee of NT\$\_\_\_\_\_ as a deposit when entering into hereof. Party A shall return the deposit to Party B without interest after completing the move-out procedures and deducting the expenses owed or compensated by Party B.
8. Party B may use Party A's public facilities; however, they shall be borrowed according to Party A's public facilities management regulations.
9. Party A shall provide general access control safety facilities in accordance with its own plan. Party B shall keep its own information confidential and other property such as business secrets, technical documents or finished product formulas in good condition and Party A is not responsible for such management.
10. In order to understand Party B's operational performance, Party A may request Party B to provide a progress report every six months, of which shall include the current situation of R&D, business and finance, and the difficulties or bottlenecks encountered.
11. Party B shall abide by Party A's regulations during the period of settle-in. Party A may terminate the Agreement and Party B shall not raise any objections in case of any violations.
12. Party B shall be responsible for the safety of its employees and shall abide by the occupational safety and health regulations.
13. The waste generated by the operation of Party B shall be cleaned up by Party B itself. Relevant waste cleaning plans are required for future reference, in addition to complying with the regulations of the environmental protection and health authorities for the cleaning of hazardous waste.
14. If Party B needs to use toxic chemical substances, it shall apply with the relevant environmental protection authority for handling according to the Toxic and Concerned Chemical Substances Control Act. The operation of toxic chemical substances shall be properly handled in accordance with the Toxic and Concerned Chemical Substances Control Act. Party B shall be fully responsible for any environmental accidents caused by improper operation.
15. If Party A suffers from flood or water leakage caused by natural disasters (such as typhoons, earthquakes), which damages the building structure or leading to major accidents and resulting in loss or damage to Party B's property or articles, Party A is not liable for such loss or damage, and each Party may terminate the Agreement in advance.
16. After the termination hereof, Party B shall move out of Party A's location within one month from the date of termination thereof and return the operating place to its original condition. If there is any remaining toxic chemical substance, Party B shall properly handle the toxic chemical substance in accordance with the Toxic and Concerned Chemical Substances Control Act. Party B shall still pay (based on the maintenance fee for the month) NT\$\_\_\_\_\_ in compensation to Party A for the foregoing one-month relocation period. If Party B has not relocated within the period of one month, it shall be deemed a waiver of the goods ownership, and all items that have not been removed may be disposed of by Party A. However, Party B shall still bear the expenses for cleaning up the items.

17. If running smoothly during the period of settle-in and the enterprise scale growing rapidly or for other reasons, Party B may apply for a termination of the Agreement in advance, provide that it should notify Party A in writing and complete the move-out procedure prescribed by Party A one month before the termination.
18. If Party B fails to pay the maintenance fee in whole for more than 1.5 months, Party A may terminate the Agreement and deduct the deposit paid by Party B for Party A's losses. Party B shall not raise any objections.
19. Party B agrees that during the three-year period of incubation, the actual amount of one of the following cooperation projects with Party A shall reach NT\$1 million or more:
  - (1). The amount of technology transfer with the School.
  - (2). The amount of entrusting the School with the industry-university cooperation project.
  - (3). The amount of training rebates provided to the School.
  - (4). The amount of engaging the staff of the School as a corporate consultant.
  - (5). Engaging alumni who have graduated from the School for no more than five years to serve full-time in the enterprise.
20. In the two months prior to the expiration of settle-in, Party A shall notify Party B in writing of the matters which should be completed. Party B shall handle the relocation within one month after the expiration of settle-in if there is no special cause for Party B. However, if Party B assesses the relocation and finds that it will result in unsatisfactory continuation or other risks, or the products and technologies of the settle-in manufacturers require long-term research, Party B may extend the term after being evaluated and approved by the Innovation and Entrepreneurship Incubation Committee. If Party B settles in the Incubation Center of Central Taiwan Science Park, the relevant settle-in term and its extension shall be handled in accordance with the provisions prescribed in Article 6 of the "Directions Governing Space Use Management of Innovation Incubation Center and Research Institutions of Central Taiwan Science Park, Ministry of Science and Technology".
21. In the event of either Party's breach hereof or dispute between the Parties, both Parties shall first seek settlement through negotiation. If the Parties need to file a lawsuit, they agree to accept the exclusive jurisdiction of the Taiwan Taichung District Court as the court of first instance.
22. Any unsettled issues relating hereto may be amended after mutual consent.
23. This Agreement shall be executed in two original copies and two photostat copies. Each Party shall have one original copy and one photostat copy.

Parties Concerned

Party A: National Chung Hsing University

Party B:

Representative:

Business Administration Number:

President

Person in Charge:

Fuh-Sheng Shieu

Address:

Date:                      ,2017