

NCHU Global Research and Industry Alliance Membership Agreement

THIS MEMBERSHIP AGREEMENT (the “Agreement”) is made by and between National Chung Hsing University (the “NCHU”) and _____ (the “Member”), (collectively, the “Parties”).

WHEREAS, the NCHU has established core technologies and has formed the NCHU Global Research and Industry Alliance (the “Alliance”) with relevant upstream, midstream and downstream industries in accordance with the Guidelines of the Ministry of Science and Technology for the Grants of Global Research and Industry Alliance;

NOW THEREFORE, the NCHU agrees to admit Member on the terms and consideration contained herein, and Member agrees to abide by the terms and conditions contained herein:

1. ALLIANCE AND MEMBERSHIP

(1) The NCHU agrees the Member to join the Alliance and the Member agrees to join the Alliance.

(2) The Member agrees to abide by the Bylaws of the Alliance and the NCHU, and the relevant regulations of the Ministry of Science and Technology.

2. QUALIFICATION

The membership commences upon the signing date of this Agreement and is effective for one year. The Member may renew its membership by paying the NCHU the annual fee by the due date.

3. ANNUAL FEE

The Member agrees to pay the annual fee within one month after signing this Agreement. For international members the annual fee is 30,000 US dollars payable to National Chung Hsing University;

Account Name : National Chung Hsing University

Account Number : 40130099556

Bank Name: First Commercial Bank (Taichung Branch, 144 Tsu Yu Road Sec 1, Taichung, Taiwan)

Cable Add“FIRST COMMERCIAL BANK”Taichung Telex. 51172 First Taichung

S.W.I.F.T.Add.FCBKTWTP401 P.O.Box No.7 Taichung

The NCHU shall issue a written acknowledgement upon receipt of the payment. The annual fee is non-refundable upon receipt.

4. MEMBERSHIP RIGHTS

The Member is entitled to the services provided by the NCHU during the term (membership) as follows:

- (1) One single point of contact for Alliance services.
- (2) Receiving the abstract of technical documents and the latest information of relevant journals regularly.
- (3) Information regarding the talents and technologies.
- (4) Participating in the announcement conferences of R&D results held by the Alliance.
- (5) Participating in the technology symposiums or forums held by the Alliance, domestic or international.
- (6) Consulting services on technologies and industrial transformation no more than twice annually.
- (7) Fees negotiable for other professional consultation not provided in Article 4(6) of this Agreement.
- (8) Fees negotiable for services including but not limited to technical services, pilot production, industry-academic collaboration on R&D, and instrument sharing.
- (9) Matchmaking of industry-academic collaboration. The terms and conditions for such collaboration shall be provided in a separate agreement.
- (10) Matchmaking of technology licensing. The terms and conditions for such licensing shall be provided in a separate agreement.
- (11) Other services negotiable upon the Member's request.

5. CONFIDENTIALITY

(1) The Parties shall use reasonable efforts to maintain the confidentiality of the confidential information and materials received from the collaboration in Article 4 of this Agreement.

(2) The employees, agents and consultants who are bound to each party are bound by a like obligation of confidentiality and it is each party's responsibility to ensure that the employees, agents and consultants are aware of the obligation.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

The ownership or condition of use for the intellectual property resulting or deriving from the collaboration in this Agreement shall be negotiated by the Parties in good faith in a separate agreement.

7. AMENDMENT AND MODIFICATION

No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

8. TERMINATION

(1) Each Party may terminate this Agreement at any time upon written notice to the other Party if both Parties agree to the early termination of this Agreement.

(2) Unless provided otherwise, each Party may notify the other Party in writing concerning the other party's breach or nonperformance of any Article in this Agreement. The non-breaching party may terminate this Agreement if the breaching Party fails to perform or improve within 60 days after receiving the written notice.

9. EXPIRATION

This Agreement expires one year after the signing date of this Agreement (from _____ to _____) renewable upon the payment of annual fee in Article 3. The annual fee is subject to change depending on the time of payment. This Membership Agreement expires upon termination of the Member's membership.

10. JURISDICTION

The Parties agree to resolve *disputes* arising out of or in connection with this Agreement in good faith. When necessary, the parties shall *submit all* their *disputes* arising out of or in connection with this Agreement to the exclusive jurisdiction of *the Taichung District Court*.

11. COPIES OF AGREEMENT

The NCHU, the Member, and the responsible person of the Alliance shall each retain one identical copy of this Agreement.

In witness of this Agreement, the NCHU and Member have executed this Agreement below,

Member

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

National Chung Hsing University

Signature: _____

Name: Fuh-Sheng Shieu

Title: President

Date: _____

General Center for Academia-Industry Collaboration Responsible Person: Chia-Feng Lin, Director

Alliance Responsible Person: Hsin-Hung John Hsu, CEO

Address: No.145, Xingda Rd., South Dist., Taichung City 402, Taiwan (R.O.C.)

Telephone: +866-4-22840558