**National Taipei University of Technology Innovation & Incubation Center**

Operation and Counseling Agreement

Stationed Company： (Company Name)

National Taipei University of Technology

Innovation & Incubation Center

Operation and Counseling Agreement

Party A, NATIONAL TAIPEI UNIVERSITY OF TECHNOLOGY, an University of Taiwan(R.O.C.) with a principal place of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Taiwan (“NTUT”)

Party B, (COMPANY NAME), a company organized and existing under the laws of Taiwan with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Taiwan (R.O.C.) [ADDRESS](“Company”)

NTUT and Company shall be referred to individually as a “Party,” and collectively as the “Parties”.

RECITAL

Party B applies for stationing the National Taipei University of Technology (hereinafter refer to NTUT) Innovation & Incubation Center (hereinafter refer to IIC), and agrees the guidance and instructions of the IIC about operation. The application of Party B has reviewed and approved by Party A. According to the operation management system of the NTUT, IIC approved by the“SME Development Fund”, NTUT and Company agree as follows:

**Article 1. Principle Terms**

1. Project Name： (Company Name) station in NTUT, IIC.
2. Content of Operation Plan：Please refer to the attached Business Plan for details, and it's part of this Agreement.
3. Stationed Term：from / / to / / , for\_\_ years. Party B shall complete the payment from the date of approval for station, if Party B has not complete the payment for more than 30 days after being given notice by Party A, Party B shall be deemed as abstaining.
4. Station Space: □In the IIC. □idea workshop (□Large □Medium □Small side)
5. In order to enhance the performance of the counseling, Party A shall provide the relevant information and professional technology development counseling projects required for the SMEs in accordance with Party B's Business Plan, and Party B shall pay according to the fees set by Party A. The specific items are as follows:
6. General office administrative services (For Free)
7. Maintenance for the public area and utilities outside the incubation space.
8. Provide office equipment and maintenance (Include but not limit to air-conditioning, office furniture, document cabinets, lamps, telephone extensions, etc.) in the incubation space.
9. Provide company signboard and acrylic display board outside the incubation space. 。
10. Setting and maintenance of telephone extension system in the incubation space.
11. Provide employees with shared household appliances (Include but not limit to refrigerator, microwave oven, water dispenser.)。
12. Collection of mail, parcels (Exclude the postage) and fax.
13. Provide the information and consultation of government subsidy programs and counseling policy.
14. Provide information about seminars, training course and help with contact and registration.
15. Provide information about counseling units or agency for law, intellectual property, accounting, finance, venture capital, management, and electronic, and assist in referrals.
16. Assist in publishing event messages (Include but not limit to e-banner, email, and post on school website or FB community, etc.)。
17. Counseling and administrative services for business information (subject to additional fees)
18. Provide the shared monochrome printer, fax machines and video recording equipment, etc.
19. Providing spaces and equipment for briefings and video conferencing.
20. Provide parking services and access control.
21. Assist in company establishment, and applying for business registration certificate and factory registration certificate.
22. Assist in the production of company trademarks, web page creation and product advertising.
23. Assist in applying for government-related production licenses, manufacturing licenses and other professional licenses and safety certifications.
24. Provide quality control certification and business management consulting services.
25. Assist in the mediation and related administration of technical consulting and development cooperation with researchers.
26. Assist in the production and plant planning of product trial production and process improvement.
27. Assist in the mediation of professional technology development and consulting.
28. Assist in product inspection certification, testing services and technical consulting.
29. Provide information and retrieval services for industrial markets and technologies.
30. Provide documentary and retrieval services for professional operations, management, legal contracts, etc.
31. Assist in patent search analysis, intellectual property rights portfolio and patent and trademark application consulting services.
32. Provide the guidance of making operation, marketing and investment plans.
33. Assist in guiding applications for government awards and subsidy for R&D program.
34. Assist in the planning of human resources, and provide long-term talent recruitment counseling.
35. Assist in planning and organizing professional training courses (including training for professional skills and customer service).
36. Assist in organizing product exposition and media marketing presentations or roadshows.
37. Assist in organizing investment or seasoned equity offering briefings, and assisting in planning to be the listed or OTC company.
38. Assist in the establishment of cooperation network for industrial strategy alliance.
39. Assist in planning and refer to various industrial areas, science parks or professional parks to continue to develop.
40. Assist in planning and establishing an international marketing strategy and global marketing channels.
41. Party A agrees to provide a incubation space for the employees of Party B to serve as an office space, and the office facilities in the incubation space shall be provided by Party A according to the standard (Note in the equipment list).
42. The incubation space is only provided for office use in general and administrative business. It is strictly forbidden to engage in dangerous experiments in the space, or other activities that violate public order and good morals, or criminal law.
43. If Party B needs additional space for R&D, it needs to negotiate with the tutor and use the relevant laboratory space and internship factory through the cooperation plan in accordance with relevant regulations.
44. Party B may apply for use public facilities and equipment in accordance with Party A's regulations and charging standards.

**Article 2. Payment**

1. Party B shall pay all the fees on time during the Stationed Term, and pay the monthly Stationed Fee as follows:：
2. The incubation fee: NTD by month. Party B shall pay the incubation fee to the Party A before the fifth(5) of every month in convenience, post office or Bank of Taiwan by taking the payment bill issued by Party A.
3. The monthly electricity bill is charged according to the usage of the independent meter of the incubation space, Party B shall pay the electricity fee in convenience, post office or Bank of Taiwan by taking the payment bill issued by Party A within the prescribed time limit.
4. If Party B delays for seven days for the payment obligations mentioned in the two proceeding clauses, Party A shall notify by e-mail to Party B. If it still fails to complete the payment after Party B receiving the email notification for 30 days, Party B is deemed to have breached the contract.
5. Party B shall use the incubation equipment and public facilities in accordance with exercising the due care of a good administrator
6. After Party B signing this Agreement and stationing, Party B proposes to carry out the industry-academia cooperation plan with professor of Party A according to the incubation needs, or to feedback to Party A and the ICC according to the Article 3 Clause 7.
7. Guarantee Deposit
8. Party B shall pay two-month incubation fee for Guarantee Deposit after stationed as a guarantee to perform obligations of this Agreement. If there is no other arrears or breach of contract at the time of Agreement renewal, Party B will not be charged another Guarantee Deposit.
9. Upon expiration of Stationed Term, Party B shall return the stationed space to Party A, settle the relevant fees for the payment during Stationed Term, and once there is no violation of the third party’s right and relevant penalty for damages by Party B, Party A shall return to Party B original payment of the deposit in accordance with the Agreement.

**Article 3. The Obligation of Party B**

1. Party B shall accept the guidance and instructions of Party A and shall not quote the name of “National Taipei University of Technology” , “NTUT”, ”國立臺北科技大學”, “北科大” for business activity or commercial act without the prior consent of Party A.
2. During the Stationed Term, Party B shall not violate the public order, good morals, or criminal activities.
3. During the Stationed Term，Party B shall abide the "National Taipei University of Technology Innovation and Incubation Center Operation and Administration Regulation". Party A has the right to conduct an annual mid-term assessment according to the above regulation. If Party B fails to complete the requirements of the regulation, Party A may terminate this Agreement in advance and make the deduction of the Guarantee Deposit.
4. The Party B shall dispose the business routine waste generated by itself and comply with the provisions of the government's environmental protection laws and regulations.
5. Party A provides the basic access control and fire safety facilities. Party B’s confidential information such as trade secrets, technical documents or product formulas of shall be kept in safe by itself and Party A shall not be responsible for any loss of confidential information and the damage.
6. Party A will inform Party B whether to extend the period of Stationed Term in two months before the expiration of the Agreement. If it has the need to extension, Party B shall submit application before the expiration in one month. Party A would review the extension of the application according to the results of the assessment.
7. Party B feedback or rebate to Party A in the following manner (Article \_\_ section\_\_) for Party A to support new venture ecosystem:
8. Industry-Academy Cooperation

□ Conduct Industry-Academy Cooperation case with NTUT professors. If there is no above case within 2 months before the expiration of the Agreement, Party B shall be returned in accordance with the Item 2 Paragraph 2 of this section.

(B) Cash

□a. Allocate 2% of the paid-up capital at the time of stationing, and multiplied by the years of station. (Incomplete year will be charged as 1 year) in two months before the expiration of the Agreement.

□b. Make the periodic payment in two months before the expiration of the Agreement each year for NTD\_\_\_\_\_ (should be more than NTD 100 thousand.)

(C) Stock

□a. New share Donation: 3% of the total number issued shares of Party B.

□b. The donation of 3% of Party B's shares hold by shareholders

Stocks above could be transferred in stages after the approval of NTUT, IIC.

(D) Others

□\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The details of the feedbacks are set out in this Agreement, which needs to be approved by the director of the IIC by case.

1. Party A may ask Party B to provide monthly progress report of the Industry-Academy Cooperation with the professor of Party A. The report shall include research, sales and financial & accounting status (business tax return【Form of 401】), the changes in personnel information (the list of labor insurance applicants), and difficulties or the bottleneck encountered by Party B, and Party B shall not reject.
2. Party B shall provide the information of the previous section and agree that Party A could use the information above to edit or make the repost of the Ministry of Economic Affairs, Small and Medium Enterprise Administration (hereinafter refer to SMEA). Party A shall keep confidential. If it is necessary to provide information above to others except SMEA, Party A shall obtain Party B's consent in advance.
3. The Parties do not have any partnership, agency, employment or other similar relationships. Except as otherwise in writing by Parties in advance, Party B shall be solely responsible for all business and relevant issues.
4. Party A could invest in Party B by the development fund, but the investment amount is agreed by Parties.

**Article 4. Liability, Termination and Leaving.**

1. If Party B fails to pay the relevant stationed fees within the required time after informed from Party A, Party A may terminate the Agreement before the end of the following month and deduct the Guarantee Deposit.
2. Upon expiration or termination of this Agreement, Party B shall immediately move away of the incubation space and emptied all property. If the eviction is not completed according to the relevant regulations and this Agreement, Party A shall be able to dispose of the goods of Party B, and not be responsible for any custodially, and Party B shall pay for the transportation fee.
3. If Party B fails to comply the Article 2 section1 and 2; Article 3 section1 to 4, section7 and 8 during the Stationed Term, Party A may terminate this Agreement in advance and claim any damages to Party B. Party B shall move away of the incubation space and return the borrowed equipment, and make the incubation space to its original state in 14 days from informed the written notice by Party A. The Party B does not hold the right to object or the right to appeal.
4. If this Agreement terminated in advance, once there is no violation of the third party’s right and relevant penalty for damages by Party B, Party A shall return to Party B original payment of the Guarantee Deposit.

**Article 5. Others**

1. Any dispute or ambiguity between the Parties in relation to the interpretation of this Agreement shall be resolved through negotiation between the Parties. If the issue cannot be resolved through negotiation, the matter shall be subject to Laws of R.O.C.(Taiwan). The Taiwan Taipei District Court shall be the first-instance court of exclusive jurisdiction.
2. What is left unmentioned in Agreement may be added by mutual agreement.
3. This Agreement has been signed in two originals and two copies by Parties. Each Party shall hold one original and one copy as proof.

NATIONAL TAIPEI UNIVERSITY OF TECHNOLOGY

REPRESENTATIVE:

SIGNATURE：

ADDRESS：

(Company Name)

REPRESENTATIVE:

SIGNATURE：

GOVERNMENT UNIFORM INVOICE NUMBER:

ADDRESS:

yyyy/mm/dd