

Small and Medium Enterprise Administration, Ministry of Economic Affairs Startup Terrace kaohsuing Residency Agreement

Party A: Institute for Information Industry

Party B: [Name of Enterprise/Team]

Whereas Party A is contracted by the Small and Medium Enterprise Administration, Ministry of Economic Affairs to execute the “Southern Taiwan International Startup Cluster Development Project”, Party B applies for residency in the “Startup Terrace kaohsuing” (hereinafter referred to as the “Startup Terrace”) managed by Party A pursuant to the Development Project and agrees to accept Party A’s operation management and resources of professional services. Whereas the application is approved upon Party A’s review, to abide by the relevant rights and obligations, both parties hereby agree to execute this Agreement upon the following terms and conditions:

Article 1. Residency

- I. Party B is allowed to occupy the residency space in the “Startup Terrace kaohsuing” only upon Party A’s review and approval and execution of the “Small and Medium Enterprise Administration, Ministry of Economic Affairs Startup Terrace kaohsuing Residency Agreement” (hereinafter referred to as the “Agreement”) with Party A.
- II. Party B agrees to accept the operation management and resources of professional services provided by Party A during the residency period.

Article 2. Scope and Effect

- I. The Agreement consists of the following documents:
 - (I) This Agreement.
 - (II) Application Guide for Residency in Startup Terrace kaohsuing.
 - (III) Startup Terrace kaohsuing Residency Application Form and relevant attachments.
 - (IV) Startup Terrace kaohsuing management and residency regulations (To be supplemented)
- II. Provisions herein shall supplement each other. In the case of any inconsistency in various documents, the Agreement shall prevail. If the said inconsistency remain unclear, it shall be resolved in accordance with Startup Terrace kaohsuing management and residency regulations. Where a matter prescribed herein is in violation of laws or regulations, or unenforceable, such matter shall be void. However, if the Agreement remains valid without such part, the validity of the other parts herein shall remain

unaffected. Both parties may, when necessary, amend it in accordance with the original purpose of the Agreement.

Article 3. Business Administration of Residency Space

- I. Party A shall serve as the residency space manager.
- II. Should Party B have any question about the residency space, it shall reflect the question to Party A directly and Party A shall help resolve it.

Article 4. Residency Period, Residency Space, Professional Service Fee, Security Bond, and Payment Method

- I. Party B's residency period is stated as following:
From MM/DD/YY to MM/DD/YY. Upon expiration of the residency period, the Agreement shall be terminated accordingly and Party B shall not claim the continuation of the professional service relationship or require Party A to provide professional services for any reason..

- II. Residency space and Professional Service Fee:

In addition to the professional service fee (including the residency space fee), the applicant approved upon Party A's review shall also pay the guarantee deposit referred to in Paragraph 3 herein.

The professional service fee (after tax) and professional service fee payable by Party B (after tax) are stated as following. If the professional service fee is adjusted, the public notice posted on the official website of Startup Terrace kaohsiung shall prevail.

☐ **Co-working space:** Party B occupies a total of ____ seats on ____F of the Startup Terrace at the professional service fee calculated in the following manners:

(I) ☐ **Startup:**

1. Ordinary residency

- (1) The original professional service fee is NT\$____ per month, and NT\$____ per year.
- (2) Applicable during the preferential period: From MM/DD/YY to MM/DD/YY, the applicable professional service fee is discounted as NT\$____ per month. From MM/DD/YY to MM/DD/YY, the applicable professional service fee is discounted as NT\$____ per month.

2. Specific Project residency

- (1) The original professional service fee is NT\$____ per month,

and NT\$_____ per year.

- (2) Applicable during the preferential period: From MM/DD/YY to MM/DD/YY, the applicable professional service fee is discounted as NT\$_____ per month. From MM/DD/YY to MM/DD/YY, the applicable professional service fee is discounted as NT\$_____ per month.

3. Short-term usage residency

- (1) The original professional service fee is NT\$_____ per month.

(II) ☐ **International Accelerator or Other Startup Partner:**

The professional service fee is NT\$_____ per month, and NT\$_____ per year.

☐ **Independent office:** Party B occupies the premises at ____-____F, No. 25, Chengkung 2nd Rd., Qianzhen Dist., Kaohsiung City, totaling _____ *pings*, at the professional service fee calculated in the following manners:

I. ☐ **Startup:**

1. Ordinary residency

- (1) The original professional service fee is NT\$_____ per month, and NT\$_____ per year.

- (2) Applicable during the preferential period: From MM/DD/YY to MM/DD/YY, the professional service fee is discounted as NT\$_____ per month. From MM/DD/YY to MM/DD/YY, the professional service fee is discounted as NT\$_____ per month.

2. Short-term usage residency

- (1) The original professional service fee is NT\$_____ per month.

II. ☐ **International Accelerator or Other Startup Partner:**

1. Ordinary residency

The professional service fee is NT\$_____ per month, and NT\$_____ per year.

☐ **Non-office**

I. ☐ **Startup:**

1. Ordinary residency

- (1) The original professional service fee is NT\$12,000 per year.

- (2) After deliberation and approval, Party B can be registered in the Startup Terrace. The registration fee is NT \$2000 per month from the registration date, totaling NT\$_____.
- (3) Applicable during the preferential period: From MM/DD/YY to MM/DD/YY, the applicable professional service fee is discounted as NT\$___ per month. From MM/DD/YY to MM/DD/YY, the applicable professional service fee is discounted as NT\$___ per month.

2. Specific Project residency

- (1) The original professional service fee is NT\$___ per year, or NT\$1,000 per month, totaling NT\$_____.
- (2) After deliberation and approval, Party B can be registered in the Startup Terrace. The registration fee is NT \$2000 per month from the registration date, totaling NT\$_____.
- (3) Applicable during the preferential period: From MM/DD/YY to MM/DD/YY, the applicable professional service fee is discounted as NT\$___ per month. From MM/DD/YY to MM/DD/YY, the applicable professional service fee is discounted as NT\$___ per month.

3. Short-term usage residency

- (1) The original professional service fee is NT\$1,000 per month, totaling NT\$_____.
- (2) After deliberation and approval, Party B can be registered in the Startup Terrace. The registration fee is NT \$2000 per month from the registration date, totaling NT\$_____.

III. Guarantee Deposit:

- (I) Party B shall pay the guarantee deposit upon execution of the Agreement to secure its performance of the covenants herein. The guarantee deposit shall be equivalent to two months' original professional service fee (after tax), namely NT\$_____.
- (II) Upon expiration of the residency or termination of the Agreement earlier with causes, Party B shall evacuate the residency space per agreement and return and transfer the property and items. Upon Party A's confirmation that there are no professional service fees (including residency space fee) in arrears and Party B has performed the obligation and liability to be borne by it toward Party A pursuant to the Agreement, Party A shall refund the guarantee deposit to Party B without interest.

- (III) Where Party B violates the Agreement, or causes damage to Party A due to circumstances attributable to Party B, or meets any circumstances under which Party B shall pay Party A the punitive liquidated damages, damages or other expenses pursuant to the Agreement, Party A may deduct such amount directly from the guarantee deposit paid by Party B.
- (IV) Party B shall not claim offset of the guarantee deposit against expenses incurred pursuant to the preceding subparagraph, during the anticipated period.
- (V) Party A may deduct any expenses or damages incurred by Party B for breach of the Agreement from the guarantee deposit directly. Where the security bond is not sufficient to offset said expenses or damages, Party B shall make up the price difference thereof within 7 days upon receipt of Party A's notice, and then pay the guarantee deposit set forth in the subparagraph 1 of Paragraph 4 herein in full again.
- (VI) Where Party B still fails to perform said provisions upon receipt of Party A's reminder for three times, Party A shall retain the lien on any goods left by Party B in the residence space and seek compensation from the goods. However, Party B shall still be responsible for the insufficient part thereof.
- (VII) Provided that Party B utilize Startup Terrace's space for short-term, relevant provisions on security deposit are not applicable

IV. Payment Method

- (I) The fees referred to herein shall be paid in the following manners:
 - 1. For co-working space:
 - ☐ If paid on a monthly basis: Party B shall pay the guarantee deposit, and professional service fee for the first month upon execution of the Agreement, and then pay the professional service fee by the 10th day of each month.
 - ☐ If paid on a yearly basis: Party B shall pay the guarantee deposit, and residency rent for the first year (12 months) upon execution of the Agreement. The rent for the second year shall be payable within 10 days as of the commencement date of the current contract year.
 - 2. Independent office:

Party B shall pay the guarantee deposit, and professional service fee for the first month upon execution of the Agreement, and then pay the professional service fee by the 10th day of each month.

3. Non-office

- (1) Ordinary Residency: Party B shall pay the guarantee deposit, and professional service fee for the first year (12months) upon execution of the Agreement.
 - (2) Short-term Residency: Party B shall pay the guarantee deposit, and all professional service fees during the period of residency upon execution of the Agreement.
- (II) Party B shall make the payment at the “Startup Terrace kaohsiung Project Office” with the invoice provided by Party A, by wire transfer in principle. Meanwhile, Party B will receive a temporary receipt. Then, Party A will produce the official receipt and deliver it to Party B.
- (III) Where paying fees herein by wire transfer, Party B shall remit the payment to the following account designated by Party A:
- Bank/Branch:
- Account Name:
- Account No. (a total of 14 digits):
- (IV) Where Party B fails to pay any fees herein within the specified time limit and still fails to do so within the time limit specified in Party A’s notice, it shall pay the fees payable in the current period, with additional liquidated damages equivalent to 1% of the monthly professional service fee for each overdue day. The said liquidated damages shall be payable together with any payment in arrears.

Article 5. Delivery

- I. When Party A delivers the residency space to Party B, both parties shall check and hand over the floors, ceilings, doors and windows, lamps, pipelines and power supply, and furniture and fixture item by item and confirm it in writing. Any special condition shall be recorded properly in detail. The check and handover shall be based on the facilities available in the residency space. The said written confirmation shall be signed by both parties’ authorized representatives, and the time of delivery thereof shall be recorded.
- II. Party B shall check various facilities in detail upon delivery of the residency space. Any defect or damage unforeseeable immediately at the time of the check and handover referred to in the preceding paragraph shall be notified to Party A within 7 days upon the check and handover. If Party B’s fail to notify the same within the said time limit, it shall be deemed that Party B’s has no objection to the residency space and supplies & facilities, and no

reduction or exemption of the residency fee may be claimed by Party B therefor.

- III. Provied that Party B was Non-Office applicant, paragraph one and two herein are not applicable.

Article 6. Decoration, Remodeling, and Repairing

- I. Where Party B wishes to add or fix any equipment, tool, decoration, and/or layout in the residency space upon delivery of the residency space to Party B, it shall seek prior written approval from Party A at its own expenses and refrain from damaging the structural safety of the original building. Where Party B wishes to perform any indoor decoration and remodeling work, it shall follow applicable laws & regulations in constuction, fire protection and others and the Regulations Governing Decoration & Remodeling Work of the R&D Building of Hong Hai Kaohsiung Software Park. Upon expiration of the residency or termination of the Agreement earlier due to any reasons, Party B shall remove any additional equipment, tool, decoration and layout fixed in the residency space and return the residency space as it is. Where the beneficial outlays incurred by Party B increases the residency space value, Party A may be exempted from the restrictions imposed under Article 431 of the Civil Code.
- II. In the event of damage to or failure in the residency space or facilities therein, Party B shall notify Party A immediately, while Party A shall only be liable for repairing natural wear and tear of the premises at its own expenses. Where the residency space or facilities therein, or any public facilities, are damaged or lost due to circumstances attributable to Party B, Party B shall restore the facilities to the original condition or be liable for the damages. Where Party B fails to do so upon receipt of Party A's reminder, Party A may perform the relevant obligation on behalf of Party B and deduct the expenses incurred by it therefor from Party B's guarantee deposit directly. The deficiencies, if any, shall still be made up by Party B. Where Party B rejects to make the payment upon receipt of Party A's reminder, Party A shall retain the lien on any goods left by Party B in the residence space and seek compensation from the goods.
- III. Party B shall notify Party A of any damage or loss of the residency space or facilities therein due to natural disaster or other force majeure within three days upon awareness of the same, and provide Party A with the descriptions about the force majeure and effect posed therefor. Party A shall be responsible for repairing the space and facilities.
- IV. Provied that Party B was Non-Office applicant, first three paragraph herein are not applicable.

Article 7. Obligation of Custody

- I. Party B shall be obligated to keep the residency space, items & facilities, and public places with due diligence as a good administrator, and comply with the relevant security, access control, and fire protection & safety requirements and regulations. Party B shall keep the residency space and facilities therein and environment that surrounds the building clean and sanitary.
- II. Party B shall not stock goods or engage in any activities impairing public safety on the roof, stairway, basement or other public places of the building where the residency space is located. Where the circumstances referred to in this paragraph, if any, are not corrected within the time limit specified in Party A's written notice, Party B shall be solely responsible for the cleaning. Where Party B fails to make the correction within specified time limit, the goods shall be deemed as waste subject to the disposal by Party A at Party B's expenses, and Party A may terminate the Agreement directly. Where the person stocking the said goods is unknown, Party B agrees that the relevant cleanup expenses shall be allocated on a pro rata basis subject to the areas occupied by the Startup Terrace at that moment.
- III. All of Party B's activities in the residency space and areas subordinated to the Startup Terrace shall comply with the Startup Terrace kaohsuing management and residency regulations. No usage of cooking utensils or cooking activities (including but not limited the use of gas equipment, such as gas stoves, etc) are allowed without permission. In addition, no animals or pets are allowed in the Startup Terrace without permission.
- IV. Party B shall insure or strengthen the safety protection of machines, equipment, facilities, goods and data placed in the residency space independently. Party A shall not bear any losses thereof, unless the losses are caused by circumstances attributable to Party A.

Article 8. Other Obligations and Liabilities of Party B

- I. Party B agrees to work with Party A to participate relevant activities organized by Party A.
- II. Party B shall comply with the relevant management requirements of the Startup Terrace.
- III. Party A is allowed to film the residency state during Party B's residency period for the purpose of any official use, upon Party B's approval.
- IV. Without Party A's prior written consent, Party B shall not lend, sublease, or offer the residence space to another person in any other means, in whole or in part, without Party A's prior written consent, or violate any provisions of use under the relevant laws and regulations.

- V. Party B shall inform the rights and obligations related to the documents referred to in Article 2 herein to its employees, agents or users, or any persons allowed to access the residency space upon Party B's notice to Party A. Where Party B or any third party suffers damage in life, body, health, properties or other rights due to the said persons' intentional or negligent violation of laws, Party B shall take the sole responsibility and such a responsibility shall be irrelevant to Party A. Where Party A is liable for damage to a third party as a result of a legal action, it may claim the indemnity against Party B, including but not limited to, damages and attorney fees, etc.
- VI. Party B shall be obligated to manage the space and equipment owned by the "Startup Terrace kaohsiung" referred to herein with due diligence as a good administrator. Where Party B makes such space and equipment available to a third party (including its employees, agents or users, or any persons allowed to access the residency space upon Party B's notice to Party A) and the space and equipment referred to herein are damaged or lost due to the third party's intention or negligence, the offender shall bear the relevant liability, and Party B shall bear the damages jointly and severally, and be prohibited from disclaiming the liability with the excuse that Party A has approved it in writing.
- VII. In order to maintain the safety in the Startup Terrace, Party A may designate its personnel wearing identification badge to visit Party B's residency space at any time. Party B shall not reject such visit.
- VIII. In order to ensure effective utilization of the spaces in the Startup Terrace, Party A may review Party B's residency state. Party B shall not reject such review.
- IX. Provided that Party B was Non-Office applicant, paragraph three, seven and eight herein are not applicable.

Article 9. Confidentiality

- I. Neither party shall disclose the other party's confidential information accessed by it during the course of the performance of the Agreement to any third party within five years from the date of disclosure of the confidential information. However, Party A may disclose the said information to Ministry of Economic Affairs or other government agencies of the R.O.C. pursuant to laws in order to perform the subject matter herein. The "Confidential Information" refers to any non-public information designated by either party, in writing or verbally, to be treated confidentially, or to be treated as secrets at the time of the disclosure. The "Confidential Information" (regardless of its labeling) excludes the following information:

- (I) Information that has been or become publicly available without breaching the Agreement.
 - (II) Information accessed by the receiving party lawfully and the receiving party is free from the non-disclosure obligation.
 - (III) Information disclosed from any other lawful sources and the receiving party is not obligated to keep it confidential.
 - (IV) The information is obtained by independent development.
 - (V) Voluntary Remarks or suggestions proposed by either party on the other party's business, products, services, technology, knowledge or R&D results.
- II. The contents herein shall be each party's confidential information.
- III. Either party shall provide the other party with any contents involving the Agreement or the other party to be released by it at a press conference or to any media, and may release the contents only upon receipt of the other party's prior written consent.
- IV. Party A shall bear the non-disclosure obligation only upon receipt of Party B's confidential information pursuant to Paragraph 1 and Paragraph 2 herein. Party B shall keep the confidential information in confidence, such as business secrets, technical document or formulas for final products, held by it during its residency period. Party A is not liable for keeping the confidential information in its custody, except that it shall provide basic access control safety measures.

Article 10. Termination and Withdrawal

- I. Where Party B meets any of the following circumstances, Party A may terminate the Agreement:
- (I) Failure to pay the professional service fee or guarantee deposit or to make up the guarantee deposit as referred to in Article 4 herein, and still fail to do so upon receipt of a reminder.
 - (II) Involvement in illegal matters or storing hazardous matters so as to affect the public safety.
 - (III) Offering the residence space to other person for use without Party A's prior written consent.
 - (IV) The scope of business or work carried out by Party B during the residency period is inconsistent with that referred to in the application form.
 - (V) Party A's review on Party B's residency state shows any non-conformance with Startup Terrace kaohsiung management and

residency regulations, and Party B fails to make correction within the time limit specified in the notice.

- (VI) Violation of the Agreement, and failure to rectify the misconduct after instruction within the time limit specified in the notice.
 - (VII) Material breach of any provision herein..
 - (VIII) Other material breach of the Agreement determined by Party A.
- II. Where Party B wishes to terminate the Agreement, it shall give a written notice to Party A, cooperate with Party A to complete the withdrawal procedures, and also relocate its company registration address from the Startup Terrace, within 30 days prior (Short-term residency shall give a written notice within 10days prior) to the date of residency withdrawal. Where Party B fails to relocate its company registration address from the Startup Terrace within 30 days from the date of residency withdrawal, it shall pay the punitive liquidated damages in the amount of NT\$100 for each overdue day upon expiration of said-noted 30-day period, and Party A may deduct the liquidated damages from the guarantee deposit directly.
- III. Where Party A terminates the Agreement as Party B withdraws the residency early due to force majeure prior to expiration of the residency period, or meets the circumstances referred to in Paragraph 1 herein, Party B shall not apply for residency in the Startup Terrace again within three years from the date of termination.
- IV. Where, upon expiration of the residency or early termination of the Agreement due to any reason, Party B fails to return the residency space or change its company registration address, Party A may cancel Party B's access permit and replace lock and password directly to deny Party B's access, confiscate the guarantee deposit paid by Party B in accordance with applicable laws and regulations.
- V. Unless otherwise agreed herein, upon expiration of the residency or early termination of the Agreement due to any reason, Party B shall evacuate the residency space and return the space to Party A in original state as how it was handed over. Meanwhile, Party A is not responsible for keeping any items left by Party B in the residency space. Where Party B fails to evacuate the residency space upon termination of the Agreement, Party A may dispose of the items left in the space directly. Party B's failure to claim the items left by it within 15 days upon termination of the Agreement shall constitute its waiver to the items, and the items shall be deemed as waste. The expenses incurred by disposal of the waste shall be borne by Party B. (The paragraph is not applicable to Non-office applicants)

- VI. Where Party B violates any provision herein and fails to rectify its misconduct within the time limit specified by Party A or per Party A's suggestion, Party A may claim damages against Party B, in addition to the punitive liquidated damages equivalent to 10% of the monthly rent for each overdue day, if necessary. Where Party B still fails to perform its relevant obligations upon receipt of Party A's reminder three times, Party A shall retain the lien on any items left by Party B in the residence space and dispose of the items at Party A's discretion, provided that the insufficient amount of compensation, if any, shall still be borne by Party B.

Article 11. Miscellaneous

- I. Neither party shall transfer the right and obligation herein to any third party without both parties' prior written agreement.
- II. Any notices, claims, or reminders related to the Agreement shall be given in writing. The notices, claims, or reminders sent via fax or email or by personal delivery shall become effective at the time when the same are served to the counterpart. Both parties' mailing addresses, fax numbers, and email addresses for duly service are stated as following:

Party A: Institute for Information Industry, Startup Terrace kaohsiung
Project Service Office

Mailing address: 3F, No. 25, Chengkung 2nd Rd., Qianzhen Dist.,
Kaohsiung City 806614

Email: hello@yawan-startup.tw

Party B:

Mailing Address:_____

Email:_____

Fax No:_____

- III. Any additions, deletions, or changes to the Agreement shall be null and void, unless they are further agreed by both parties in writing .
- IV. The Agreement and attachments hereto shall constitute the entire agreement between both parties with respect to the subject matter herein. Any matters agreed to in any manner but not recorded herein or Attachments hereto prior to execution of the Agreement shall have no binding effect on both parties.
- V. The establishment, entering into force, interpretation and performance of the Agreement shall be governed by the R.O.C. laws.
- VI. The dispute or claim arising from any provision herein or in the Attachments hereto, or breach of the Agreement, if any, shall be settled through negotiation

in good faith. Where it is impossible to settle the dispute or claim through negotiation, both parties agree that the Taiwan Taipei District Court shall be the court of first instance over the dispute or claim.

Article 12. Effective Date

Upon both parties' execution of the Agreement pursuant to the laws, the Agreement shall become effective from the commencement date of the residency period referred to in Article 4 herein until the last date of the residency period. Where Party B wishes to file a residency extension application, it shall do so pursuant to related requirements. Upon Party A's review, both parties shall re-sign the agreement in writing.

Article 13. Counterparts

The Agreement shall be prepared in quadruplicate, consisting of two originals and two duplicates. Each party retains one original and one duplicate. In the case of any error in the duplicate, the original copy shall prevail.

Acknowledged and Agreed by

Party A: Institute for Information Industry

Representative:

Tax Identification Number:

Position:

Party B:

Tax Identification Number:

Representative:

Position:

MM/DD/YY