**Intellectual Property Right Ownership and Confidentiality Agreement**

Party A: XIA JING SHAN Arts and Culture Foundation

Address: Unit A, 7F., No.131, Sec. 3, Minsheng E. Rd., Songshan Dist., Taipei City

Party B: \_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_

1. The Parties acknowledge and agree that, unless otherwise specified by Party A, Xia Jing Shan is, and will remain, the author of and owns all intellectual property rights to and in the artistic works of Xia Jing Shan and relevant materials provided by Party A to Party B, including, but not limited to, relevant image files, documents, digital data, photocopies of the documents, slides, presentation materials, and any works produced or created by Party B using the foregoing files and/or materials (collectively, the "**Licensed Works**"). Party B will not obtain or receive any rights (including intellectual property rights) in or to the Licensed Works for using the Licensed Works.
2. The Parties hereby agree to the following terms in respect of the Project \_\_\_\_\_\_\_\_\_\_ (the "**Project**"):
3. The Term of the Project: from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_.
4. The Licensed Works: as set forth in the Attachment.
5. Party B agrees to perform his/her/its confidential obligation in accordance with the following terms:
6. **Scope of Confidentiality**:

All Licensed Works are covered by the confidentiality obligation under this Agreement.

1. **Confidentiality and Fair Use**:

Party B shall exercise a good administrator's care to keep the confidentiality of the Licensed Works and may not make any disclosure thereof or provide the same to any third party in any manner, except for the purpose of handling any matters entrusted by Party A. Party B shall properly take care of the Licensed Works and use or have the Licensed Works used only by his/her/its employees, agents, and other users only to the extent necessary for handling the matters entrusted by Party A. Party B shall procure such employees, agents and users to execute a written agreement, in which such employee, agent or user shall undertake to perform the confidentiality obligation herein and shall agree that, unless otherwise specified by Party A, Xia Jing Shan is, and will remain, the author of and owner of all intellectual rights to and in the Licensed Works.

1. **Consequences of Breach**:

If any Licensed Works have been disclosed or if the intellectual property rights to and in any Licensed Works have been infringed upon due to any cause attributable to Party B or its employees, agents or other users, Party A may claim punitive damages of NT$10 million against Party B, and Party B and its relevant employees, agents, and other users shall be jointly and severally liable to Party A for damages therefor.

1. This Article shall survive the expiration or termination of the Term of the Project.
2. This Agreement shall be governed by the law of the Republic of China.
3. The Parties agree that the Taiwan Taipei District Court shall be the court of the first-instance for any disputes arising out of or in connection to this Agreement.
4. This Agreement shall be executed in duplicate with each Party holding one original for safe-keeping.

Party A: XIA JING SHAN Arts and Culture Foundation

CEO: Chao, Chung-Chieh

Address: Unit A, 7F., No.131, Sec. 3, Minsheng E. Rd., Songshan Dist., Taipei City

Party B: [-]

Unified Business No.: [-]

Representative: [-]

ID Card No.: [-]

Address: [-]

Date: [-]