Exclusive Agreement

Amended by Intellectual Property and Technology Transfer of Academia Sinica No.1151700990 on June 11, 2026

Docket Number:_____

(for official use only)

Effective as of _____("Effective Date"), ACADEMIA SINICA located at 128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC), and_____ ____, a corporation having a principal place of business at_____("LICENSEE"), agree as follows:

1. BACKGROUND

ACADEMIA SINICA has an assignment of__[invention]__from the laboratory of ____[inventor]__, as described in ACADEMIA SINICA Docket No._____. The invention was made in the course of research supported by the _____. ACADEMIA SINICA wants to have the invention perfected and marketed as soon as possible so that resulting products may be available for public use and benefit.

2. DEFINITIONS

2.1"Exclusive" means that besides the existing licensing agreement, subject to Article 3, ACADEMIA SINICA will not grant further licenses under the Licensed Patents in the Licensed Field of Use in the Licensed Territory. Also, ACADEMIA SINICA confirms that besides the existing licensing agreement, it has not previously granted any licenses in the Licensed Field of Use.

2.2 "Licensed Patent" means ACADEMIA SINICA's U.S. Patent Application, Serial Number_____, filed_____, any corresponding applications in other countries, and any divisional, continuation, or reexamination application, and each patent that issues or reissues from any of these patent applications, but does not include any continuation-in-part (CIP) patent application or patent.

2.3 "Technology" means the Licensed Patents and that additional information or materials listed in Appendix A that will be provided by ACADEMIA SINICA to LICENSEE. Technology may or may not be confidential in nature.

CONFIDENTIAL

2.4 "Licensed Product" means a product or part of a product in the Licensed Field of Use:

(a) the making, using, importing or selling of which, absent this license, infringes, induces infringement, or contributes to infringement of a Licensed Patent; or

(b) which is made with, uses or incorporates any Technology.

2.5 "Net Sales" means all gross revenue derived through LICENSEE or sublicensees (if specifically allowed and if any) from Licensed Product. Net Sales excludes the following items (but only as they pertain to the making, using, importing or selling of Licensed Products, are included in gross revenue, and are separately billed):

(a) import, export, excise and sales taxes, and custom duties;

(b) credit for returns, allowances, or trades.

2.6 "Licensed Field of Use" means_____

2.7 "Licensed Territory" means_____

2.8 "Existing Licensing Agreement " shall mean the agreement that ACADEMIA SINICA continued to sign and grant to_____dated_____for "_____".

3. GRANT

3.1 **Grant.** Subject to the Existing Licensing Agreement, ACADEMIA SINICA hereby grants LICENSEE a license under the Licensed Patent in the Licensed Field of Use to make, have made, use, import, offer to sell and sell Licensed Product in the Licensed Territory.

3.2 **Exclusivity.** The license is Exclusive, including the right to sublicense under Article 4, in the Licensed Field of Use beginning on (insert date) ("Effective Date") and ending on the earlier of:

(a) (insert date); or

(b) the _____ anniversary of the date of first sale of any Licensed Product by LICENSEE or a sublicensee. LICENSEE agrees to promptly inform ACADEMIA SINICA in writing of this first sale.

3.3 **Nonexclusivity.** After the Exclusive term, the license will be nonexclusive until the

CONFIDENTIAL

last Licensed Patent expires.

3.4 **Retained Rights.** ACADEMIA SINICA retains the right, on behalf of itself and all other nonprofit academic research institutions, to practice the Licensed Patent and use Technology for any non-profit purpose, including sponsored research and collaborations. LICENSEE agrees that, notwithstanding any other provision of this Agreement, it has no right to enforce the Licensed Patent against any such institution. ACADEMIA SINICA and any such other institution has the right to publish any information included in the Technology or a Licensed Patent.

3.5 ACADEMIA SINICA does not:

(a) grant to LICENSEE any other licenses, implied or otherwise, to any patents or other rights of ACADEMIA SINICA other than those rights granted under Licensed Patent, regardless of whether the patents or other rights are dominant or subordinate to any Licensed Patent, or are required to exploit any Licensed Patent or Technology;

(b) commit to LICENSEE to bring suit against third parties for infringement, except as described in Article 14; and

(c) agree to furnish to LICENSEE any technology or technological information other than the Technology or to provide LICENSEE with any assistance.

4. SUBLICENSING

4.1 **Permitted Sublicensing.** LICENSEE may grant sublicenses in the Licensed Field of Use only during the Exclusive term and only if LICENSEE is developing or selling Licensed Products. In case the sublicensing action of LICENSEE is taken before any milestone in the development and commercialization stages (as provided in Appendix B) is achieved, LICENSEE must prove that it has added value reasonably and in accordance with its original plan in research and development toward the commercialization of the intended product.

4.2 **Required Sublicensing.** ACADEMIA SINICA would like licensees to address unmet needs, such as those of neglected patient populations or geographic areas, giving particular attention to improved therapeutics, diagnostics and agricultural technologies for the developing world. If LICENSEE is unable or unwilling to serve or develop a potential market or market territory within its Licensed Territory for

CONFIDENTIAL

which there is a company willing to be a sublicensee, LICENSEE will, at ACADEMIA SINICA's request, negotiate in good faith a sublicense with any such prospective sublicensee.

4.3 **Sublicense Requirements.** Any sublicense:

(a) is subject to this Agreement;

(b) will reflect that any sublicensee will not further sublicense;

(c) will prohibit sublicensee from paying royalties to an escrow or other similar account;

(d) will expressly include the provisions of Articles 7, 8, and 9 for the benefit of ACADEMIA SINICA;

(e) will include the provisions of Section 4.4 and require the transfer of all obligations, including the payment of royalties specified in the sublicense, to ACADEMIA SINICA or its designee, if this Agreement is terminated.

4.4 **Litigation by Sublicensee.** Any sublicense must include the following clauses:

(a) In the event sublicensee brings an action seeking to invalidate any Licensed Patent.:

(1) sublicensee will double the payment paid to the LICENSEE during the pendency of such action. Moreover, should the outcome of such action determine that any claim of a patent challenged by the sublicensee is both valid and infringed by a Licensed Product, sublicensee will pay triple times the payment paid under the original sublicense;

(2) sublicensee will have no right to recoup any royalties paid before or during the period challenge;

(3) any dispute regarding the validity of any Licensed Patent shall be litigated in the courts located in Taipei, Taiwan (ROC), and the parties agree not to challenge personal jurisdiction in that forum;

(4) sublicensee shall not pay royalties into any escrow or other similar account.

(b) Sublicensee will provide written notice to ACADEMIA SINICA at least three months prior to bringing an action seeking to invalidate a Licensed Patent. Sublicensee will include with such written notice an identification of all prior art it believes invalidates any claim of the Licensed Patent.

4.5 **Copy of Sublicenses.** LICENSEE will submit to ACADEMIA SINICA a copy of each sublicense.

CONFIDENTIAL

4.6 **Sharing of Sublicensing Income.** LICENSEE is responsible for paying all the royalties payable to ACADEMIA SINICA under Article 6. LICENSEE may retain half of sublicense income in excess of that which is payable to ACADEMIA SINICA under Article 6 and will pay the remainder of sublicense income to ACADEMIS SINICA as additional royalty.

5. DILIGENCE

5.1 **Milestones.** Because the invention is not yet commercially viable as of the Effective Date, LICENSEE will diligently develop, manufacture, and sell Licensed Product and will diligently develop markets for Licensed Product. In addition, LICENSEE will meet the milestones shown in Appendix B, and notify ACADEMIA SINICA in writing as each milestone is met.

5.2 **Progress Report.** By March 1 of each year, LICENSEE will submit a written annual report to ACADEMIA SINICA covering the preceding calendar year. The report will include information sufficient to enable ACADEMIA SINICA to ascertain progress by LICENSEE toward meeting this Agreement's diligence requirements. Each report will describe LICENSEE's progress toward commercialization of Licensed Product, including work completed, key scientific discoveries, summary of work-inprogress, current schedule of anticipated events or milestones, market plans for introduction of Licensed Product, and significant corporate transactions involving Licensed Product.

6. ROYALTY

6.1 **Issue Royalty.** LICENSEE will pay to ACADEMIA SINICA a noncreditable, nonrefundable license issue royalty of $_____ upon signing this Agreement.

6.2 **License Maintenance Fee**. Beginning _____ and each _____ thereafter, LICENSEE will pay ACADEMIA SINICA a yearly license maintenance fee of $_____. Yearly maintenance payments are nonrefundable, but they are creditable each year as described in Section 6.4

6.3 **Milestone Payments**. LICENSEE will pay ACADEMIA SINICA shown in Appendix B.

CONFIDENTIAL

6.4 **Earned Royalty.** LICENSEE will pay ACADEMIA SINICA nonrefundable earned royalties (Y%) on Net Sales as follows:

_____

6.5 **Earned Royalty if LICENSEE Challenges the Patent.** Notwithstanding the above, should LICENSEE bring an action seeking to invalidate any Licensed Patent, LICENSEE will pay royalties to Licensor at the rate of 2xY percent (2xY%) of the Net Selling Price of all Licensed Products sold during the pendency of such action. Moreover, should the outcome of such action determine that any claim of a patent challenged by LICENSEE is both valid and infringed by a Licensed Product, LICENSEE will pay royalties at the rate of 3xY percent (3xY%) of the Net Selling Price of all Licensed Products sold.

6.6 **Creditable Payments.** The license maintenance fee for a year may be offset against earned royalty payments due on Net Sales occurring in that year.
For example:
(a) if LICENSEE pays ACADEMIA SINICA a $10 maintenance payment for year Y, and according to Section 6.3 $15 in earned royalties are due ACADEMIA SINICA for Net Sales in year Y, LICENSEE will only need to pay ACADEMIA SINICA an additional $5 for that year's earned royalties.
(b) if LICENSEE pays ACADEMIA SINICA a $10 maintenance payment for year Y, and according to Section 6.3 $3 in earned royalties are due ACADEMIA SINICA for Net Sales in year Y, LICENSEE will not need to pay ACADEMIA SINICA any earned royalty payment for that year. LICENSEE will not be able to offset the remaining $7 against a future year's earned royalties.

6.7 **Obligation to Pay Royalties.** A royalty is due ACADEMIA SINICA under this Agreement for any activity conducted under the licenses granted. For convenience's sake, the amount of that royalty is calculated using Net Sales. Nonetheless, if certain Licensed Products are made, used, imported, or offered for sale before the date this Agreement terminates, and those Licensed Products are sold after the termination date, LICENSEE will pay ACADEMIA SINICA an earned royalty for its exercise of rights based on the Net Sales of those Licensed Products.

7. ROYALTY REPORTS, PAYMENTS, AND ACCOUNTING

CONFIDENTIAL

7.1 **Annual Earned Royalty Payment and Report.** Beginning with the first sale of a Licensed Product, LICENSEE will submit to ACADEMIA SINICA a written report (even if there are no sales) and an earned royalty payment within 30 days after December 31 of each year. This report will state the number, description, and aggregate Net Sales of Licensed Product during the year. With each report LICENSEE will include any earned royalty payment due ACADEMIA SINICA for the completed calendar year (as calculated under Section 6.4.)

7.2 **No Refund**. In the event that a validity challenge of a Licensed Patent brought by LICENSEE is successful, LICENSEE will have no right to recoup any royalties paid before or during the period challenge.

7.3 **Termination Report.** LICENSEE will pay to ACADEMIA SINICA all applicable royalties and submit to ACADEMIA SINICA a written report within 90 days after the license terminates. LICENSEE will continue to submit earned royalty payments and reports to ACADEMIA SINICA after the license terminates, until all Licensed Products made or imported under the license have been sold.

7.4 **Accounting.** LICENSEE will maintain records showing manufacture, importation, sale, and use of a Licensed Product for 7 years from the date of sale of that Licensed Product. Records will include general-ledger records showing cash receipts and expenses, and records that include: production records, customers, invoices, serial numbers, and related information in sufficient detail to enable ACADEMIA SINICA to determine the royalties payable under this Agreement.

7.5 **Self-audit.** LICENSEE will conduct an independent audit of sales and royalties at least every 2 years if annual sales of Licensed Product are over US$_____. The audit will address, at a minimum, the amount of gross sales by or on behalf of LICENSEE during the audit period, the amount of funds owed to ACADEMIA SINICA under this Agreement, and whether the amount owed has been paid to ACADEMIA SINICA and is reflected in the records of the LICENSEE. LICENSEE will submit the auditor's report promptly to ACADEMIA SINICA upon completion. LICENSEE will pay for the entire cost of the audit.

8. EXCLUSIONS AND NEGATION OF WARRANTIES

CONFIDENTIAL

8.1 **Negation of Warranties.** ACADEMIA SINICA provides LICENSEE the rights granted in this Agreement AS IS and WITH NO WARRANTIES AGAINST ANY FAULTS. ACADEMIA SINICA makes no representations and extends no warranties of any kind, either express or implied. Among other things, ACADEMIA SINICA disclaims any express or implied warranty:

(a) of merchantability, of fitness for a particular purpose;

(b) of non-infringement; or

(c) arising out of any course of dealing.

8.2 **No Representation of Licensed Patent.** LICENSEE also acknowledges that ACADEMIA SINICA does not represent or warrant:

(a) the validity or scope of any Licensed Patent; or

(b) that the exploitation of Licensed Patent or Technology will be successful.

9. INDEMNITY

9.1 **Indemnification.** LICENSEE will indemnify, hold harmless, and defend all ACADEMIA SINICA Indemnitees against any claim of any kind arising out of or related to the exercise of any rights granted LICENSEE under this Agreement or the breach of this Agreement by LICENSEE.

9.2 **No Indirect Liability.** ACADEMIA SINICA is not liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or related to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

9.3 **Workers' Compensation.** LICENSEE will comply with all statutory workers' compensation and employers' liability requirements for activities performed under this Agreement.

9.4 **Insurance.** In addition to the foregoing, LICENSEE shall maintain, during the term of this Agreement, Comprehensive General Liability Insurance, including Products Liability Insurance, with reputable and financially secure insurance carrier(s) to cover the activities of LICENSEE. Such insurance shall provide minimum limits of liability of US$_____and shall include directors, officers, employees, students, and agents as additional insures. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement. At ACADEMIA SINICA's request, LICENSEE shall furnish a Certificate of Insurance

CONFIDENTIAL

evidencing primary coverage and requiring thirty (30) days prior written notice of cancellation or material change to ACADEMIA SINICA. LICENSEE shall advise ACADEMIA SINICA, in writing, that it maintains excess liability coverage (following form) over primary insurance for at least the minimum limits set forth above. All such insurance of LICENSEE shall be primary coverage; insurance of ACADEMIA SINICA shall be excess and noncontributory.

10. EXPORT

LICENSEE warrants that LICENSEE will not export or re-export the following, directly or indirectly, to any country, individual or entity except when such export or re-export is authorized in full compliance with the applicable laws and regulations:

(a) the licensed technology or software, or any portion thereof, or

(b) any foreign produced direct product (including equipment, processes or services) of the licensed technology or software; or

(c) any foreign produced direct product of a plant or major component of a plant if the direct product of the licensed technology is the plant itself or a major component of the plant.

11. MARKING

Before any Licensed Patent issues, LICENSEE will mark Licensed Product with the words "Patent Pending." Otherwise, LICENSEE will mark Licensed Product with the number of any issued Licensed Patent.

12. ACADEMIA SINICA NAMES AND MARKS

LICENSEE agrees not to identify ACADEMIA SINICA in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof or to use the name of any ACADEMIA SINICA faculty member, employee, or student or any trademark, service mark, trade name, or symbol of ACADEMIA SINICA, without ACADEMIA SINICA's prior written consent.

13. PROSECUTION AND PROTECTION OF PATENTS

13.1 **Patent Prosecution.** Following the Effective Date and subject to ACADEMIA

CONFIDENTIAL

SINICA's approval, LICENSEE will be responsible for preparing, filing, and prosecuting broad patent claims (including any interference or reexamination actions) for ACADEMIA SINICA's benefit in the Licensed Territory and for maintaining all Licensed Patents. LICENSEE will notify ACADEMIA SINICA before taking any substantive actions in prosecuting the claims, and ACADEMIA SINICA will have final approval on how to proceed with any such actions. To aid LICENSEE in this process, ACADEMIA SINICA will provide information, execute and deliver documents and do other acts as LICENSEE shall reasonably request from time to time. LICENSEE will reimburse ACADEMIA SINICA for ACADEMIA SINICA's reasonable costs incurred in complying with such requests. ACADEMIA SINICA and LICENSEE agree to the terms detailed in Appendix C and agree to have Appendix C fully executed by the appropriate parties upon execution of this Agreement.

13.2 **Patent Costs.** Within 30 days after receiving a statement from ACADEMIA SINICA, LICENSEE will reimburse ACADEMIA SINICA:

(a) $_____ to offset Licensed Patent's patenting expenses incurred by ACADEMIA SINICA before the Effective Date; and

(b) for all Licensed Patent's patenting expenses, including any interference or reexamination matters, incurred by ACADEMIA SINICA after the Effective Date.

13.3 **Infringement Procedure.** LICENSEE will promptly notify ACADEMIA SINICA if it believes a third party infringes a Licensed Patent. During the Exclusive term of this Agreement and if the LICENSEE is developing Licensed Product, LICENSEE may have the right to institute a suit against this third party as provided in Sections 13.3~13.8.

13.4 **ACADEMIA SINICA Suit.** ACADEMIA SINICA has the first right to institute suit, and may name LICENSEE as a party for standing purposes. If ACADEMIA SINICA decides to institute suit, it will notify LICENSEE in writing. If LICENSEE does not notify ACADEMIA SINICA in writing that it desires to jointly prosecute the suit within 15 days after the date of the notice, LICENSEE will assign and hereby does assign to ACADEMIA SINICA all rights, causes of action, and damages resulting from the alleged infringement. ACADEMIA SINICA will bear the entire cost of the litigation and will retain the entire amount of any recovery or settlement.

CONFIDENTIAL

13.5 **Joint Suit.** If ACADEMIA SINICA and LICENSEE so agree, they may institute suit jointly. If so, they will:

(a) prosecute the suit in both their names;

(b) bear the out-of-pocket costs equally;

(c) share any recovery or settlement equally; and

(d) agree how they will exercise control over the action.

13.6 **LICENSEE Suit.** If neither Section 13.4 nor 13.5 apply, LICENSEE may institute and prosecute a suit so long as it conforms with the requirements of this Section and LICENSEE is diligently developing or selling Licensed Product. LICENSEE will diligently pursue the suit and LICENSEE will bear the entire cost of the litigation, including expenses and counsel fees incurred by ACADEMIA SINICA. LICENSEE will keep ACADEMIA SINICA reasonably apprised of all developments in the suit, and will seek ACADEMIA SINICA's input and approval on any substantive submissions or positions taken in the litigation regarding the scope, validity and enforceability of the Licensed Patent. LICENSEE will not prosecute, settle or otherwise compromise any such suit in a manner that adversely affects ACADEMIA SINICA's interests without ACADEMIA SINICA's prior written consent. ACADEMIA SINICA may be named as a party only if

(a) LICENSEE's and ACADEMIA SINICA's respective counsel recommend that such action is necessary in their reasonable opinion to achieve standing;

(b) ACADEMIA SINICA is not the first named party in the action; and

(c) the pleadings and any public statements about the action state that LICENSEE is pursuing the action and that LICENSEE has the right to join ACADEMIA SINICA as a party.

13.7 **Recovery.** If LICENSEE sues under Section 13.6, then any recovery in excess of any unrecovered litigation costs and fees will be shared with ACADEMIA SINICA as follows:

(a) any payment for past sales will be deemed Net Sales, and LICENSEE will pay ACADEMIA SINICA royalties at the rates specified in Section 6.4;

(b) any payment for future sales will be deemed a payment under a sublicense, and royalties will be shared as specified in Article 4.

(c) LICENSEE and ACADEMIA SINICA will negotiate in good faith appropriate compensation to ACADEMIA SINICA for any non-cash settlement or non-cash cross-license.

CONFIDENTIAL

13.8 **Abandonment of Suit.** If either ACADEMIA SINICA or LICENSEE commences a suit and then wants to abandon the suit, it will give timely notice to the other party. The other party may continue prosecution of the suit after ACADEMIA SINICA and LICENSEE agree on the terms of expenses sharing and any recovery in the suit.

14. TERMINATION

14.1 **Termination by LICENSEE.** LICENSEE may terminate this Agreement by giving ACADEMIA SINICA written notice at least 30 days in advance of the effective date of termination selected by LICENSEE.

14.2 **Termination by ACADEMIA SINICA**.

(a) ACADEMIA SINICA may also terminate this Agreement if LICENSEE:

(1) is delinquent on any report or payment;

(2) is not diligently developing and commercializing Licensed Product;

(3) misses a milestone described in Appendix B;

(4) is in breach of any provision; or

(5) provides any false report.

(b) Termination under this Section 13.2 will take effect 30 days after written notice by ACADEMIA SINICA unless LICENSEE remedies the problem in that 30-day period.

14.3 **Surviving Provisions.** Surviving any termination or expiration are:

(a) LICENSEE's obligation to pay royalties accrued or accruable;

(b) any claim of LICENSEE or ACADEMIA SINICA, accrued or to accrue, because of any breach or default by the other party; and

(c) the provisions of Articles 7, 8, and 9 and any other provision that by its nature is intended to survive.

15. ASSIGNMENT

15.1 **Permitted Assignment by LICENSEE.** Subject to Section 15.2, LICENSEE may assign this Agreement as part of a sale, regardless of whether such a sale occurs through an asset sale, stock sale, merger or other combination, or any other transfer of:

(a) LICENSEE's entire business; or

CONFIDENTIAL

(b) that part of LICENSEE's business that exercises all rights granted under this Agreement.

15.2 **Conditions of Assignment.** Prior to any assignment, the following conditions must be met:

(a) LICENSEE must give ACADEMIA SINICA 30 days prior written notice of the assignment, including the new assignee's contact information; and

(b) the new assignee must agree in writing to ACADEMIA SINICA to be bound by this Agreement; and

(c) ACADEMIA SINICA must have received a $_____ assignment fee.

(d) ACADEMIA SINICA retain the right to disapprove any of such assignment, however, such disapproval shall not be unreasonable.

15.3 **After the Assignment.** Upon a permitted assignment of this Agreement pursuant to Article 15, LICENSEE will be released of liability under this Agreement and the term "LICENSEE" in this Agreement will mean the assignee.

16. GOVERNING LAW

All matters affecting the interpretation, form, validity, enforcement and performance of this Agreement shall be decided under the laws of Taiwan (ROC).

17. JURISDICTION

Both parties agree that Taiwan Taipei District Court shall have exclusive jurisdiction for any lawsuit brought according to this Agreement as the Court of First Instance.

18. NOTICES

All notices under this Agreement shall be deemed to have been fully given when done in writing and deposited in mail, registered or certified, and addressed as follows:

To ACADEMIA SINICA:

Attention:
Director, Department of Intellectual Property and Technology Transfer,

CONFIDENTIAL

Academia Sinica
128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC)

To LICENSEE:

Attention:

_____
_____
_____
_____

Either party may change its address upon written notice to the other party.

19. MICELLANEOUS

19.1 **Waiver.** No term of this Agreement can be waived except by the written consent of the party waiving compliance.

19.2 **Electronic Copy.** The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

CONFIDENTIAL

In witness whereof, LICENSEE and ACADEMIA SINICA have executed this Agreement in two originals by its duly authorized officer or representative.

ACADEMIA SINICA

President: Dr. Chien-Jen Chen

Representative/Signature: Dr. Yi-Fang Tsay

Title: Vice President

Date: _____

LICENSEE: _____

Representative/Signature: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

CONFIDENTIAL

Appendix A

Licensed Patents and that additional information or materials are listed as follows:

CONFIDENTIAL

Appendix B

Review company's business plan to develop milestones that fit the licensing situation. Below are ideas for potential milestones:

Category	**Physical Science Inventions**	**Life Science Inventions**
Company viability	* Financing * Management team * Manufacturing & operations (build facility or outsource manufacturing) * Relationships with suppliers, customers, strategic partners	
Development	* Operational prototype * Qualification or reliability - Telecom: lab trial, field trial	* Animal studies * Government approval - FDA: NDA, Phase I, Phase II, etc.
Broad commercialization	* Licensed Product available for sale * First sale * Net Sales (alternative; ramping annual minimums) * Multiple customers	

CONFIDENTIAL

1. LICENSEE has already provided ACADEMIA SINICA a preliminary business plan. By_____, LICENSEE will provide ACADEMIA SINICA a detailed document covering LICENSEE's plans as to projected product development, markets and sales forecasts, manufacturing and operations, and financial forecasts until at least $X,000,000 ("Business Plan"). ACADEMIA SINICA will treat this Business Plan as confidential information and to protect it as ACADEMIA SINICA would its own confidential information.
2. By _____, LICENSEE will have $X,000,000 of available non-contingent, operating capital to proceed with the exploration and development

of Licensed Product. Capital will be from a third party who may or may not be an investor in LICENSEE and unused capital will be on deposit in a financial institutional acceptable to both ACADEMIA SINICA and LICENSEE.

3. By _____, LICENSEE will provide to ACADEMIA SINICA a listing of the management team or a schedule for the recruitment of key management positions.
4. By _____, LICENSEE will make a prototype/ begin animal studies.
5. By _____, LICENSEE will file an NDA, Phase I, Phase II, etc.
6. By _____, LICENSEE will have a first sale of Licensed Product.
7. LICENSEE or a sublicensee must sell at least 1 Licensed Product every 6 months after the date of first sale of a Licensed Product.
8. By _____, LICENSEE will reach annual Net Sales of at least $X,000,000.
9. By _____, LICENSEE will obtain purchase orders from at least 2 customers.
10. By _____, LICENSEE will reach annual Net Sales of at least $XX,000,000.
11. By _____, LICENSEE will reach annual Net Sales of at least $XXX,000,000.

CONFIDENTIAL

Appendix C

Client and Billing Agreement

ACADEMIA SINICA located at Taipei, Taiwan and a corporation having a principal place of business at_____("COMPANY") have agreed to use the law firm of_____("FIRM") to prepare, file and prosecute the pending patent applications listed in Exhibit A attached hereto and maintain the patents that issue thereon ("Patents").

WHEREAS, FIRM desires to perform the legal services related to obtaining and maintaining the Patents; and

WHEREAS, ACADEMIA SINICA remains the client of the FIRM; and

WHEREAS, COMPANY is the licensee of ACADEMIA SINICA's interest in the Patents;

NOW THEREFORE, in consideration of the premises and the faithful performance of the covenants herein contained, IT IS AGREED:

1. FIRM can interact directly with COMPANY on all patent prosecution matters related to the Patents and will copy ACADEMIA SINICA on all correspondence. ACADEMIA SINICA will be notified by FIRM prior to any substantive actions and will have final approval on proceeding with such actions.

2. COMPANY is responsible for the payment of all charges and fees by FIRM related to the prosecution and maintenance of the Patents. FIRM will invoice COMPANY and must copy ACADEMIA SINICA on all invoices. COMPANY must pay FIRM directly for all charges and must copy ACADEMIA SINICA on each payment.

3. Notices and copies of all correspondence should be sent to the following:

To COMPANY:

CONFIDENTIAL

Name:
Address:

To ACADEMIA SINICA:

Name: Director, Department of Intellectual Property and Technology Transfer, Academia Sinica
Address: 128, Academia Road, Section 2, Nankang, Taipei 115201, Taiwan (ROC)

To FIRM:

Attorney Name:
Address:

4. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

ACCEPTED AND AGREED TO:

ACADEMIA SINICA

By: _____
Name:
Title: Director
Date:_____

COMPANY: _____

By: _____

CONFIDENTIAL

Name:
Title:
Date: _____

FIRM: _____

By: _____
Name:
Title:
Date: _____

CONFIDENTIAL

Exhibit A

CONFIDENTIAL