

版次(Version) 2	喬山健康科技 (Johnson Health Tech. Group)	文件編號 (Control Number) TT-QP-CO-125
發行日期(Effective date) 2019-01-01	<b>Group HR Policy</b>	
修改日期(Revised date) 2019-11-01	核准者(Approver) Jason Lo	制定者(Editor) Cindy Liu

## 1. 目的 Purpose

為達成下述目標，總部-人資單位編制本準則，以此規範全球一致的人力資源政策，指導全集團所屬各事業單位在人力資源方面的規範及程序。

In order to achieve the following goals, the Human Resources Department of Headquarters, hereinafter referred to as "HQ-HR," compiles these guidelines to regulate the consistent policies globally, and also guide the standards and related procedures of human resources for entire Affiliated Company.

### 1.1 提供安全且合乎職業道德規範的工作環境

To provide a safe and ethical work environment.

### 1.2. 選擇合適的人員到合適的崗位任職

To select the suitable person to work in a relatively appropriate position.

### 1.3. 鼓勵人員配合組織多元化發展

To encourage employees to cooperate with the diversified development in the organization.

### 1.4. 依據一致的標準衡量員工績效

To evaluate employees' performances based on the consistent criteria.

### 1.5. 培養、發展及認可員工的專業技能

To train, develop and recognize the professional skills of employees.

### 1.6. 基於員工的績效和貢獻支付薪酬

To pay the remuneration based on employees' performance and contribution.

## 2. 維護責任 Maintenance Responsibilities

### 2.1 本準則的建立、執行、維護的權責為總部-人資單位。

The responsibility, implementation and maintenance of this SOP are assigned to HQ-HR Department.

### 2.2 任何有關準則規範的爭議，由總部-人資單位負責解釋說明。

HQ-HR is obliged to explain any dispute or confusion about this SOP.

## 3. 範圍 Scope

本準則適用範圍包含喬山集團所屬各事業單位，以下簡稱各事業單位。

This SOP applies to all subsidiaries and business units of Johnson Health Tech. Group, hereinafter referred to as "Affiliated Company."

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#### 4. 定義 Definition

本 SOP 中所指的“Top management”，指的是依地區與規模設立的子公司之最高主管，其職務名稱可能為 CEO, President, General Manager, Managing Director。而 Senior management 指的是副總經理、財務長、controller、COO、協理或是處長。

The top management herein means the top managers of each Affiliated Company that is established according to the geographical region or the organization scale. The title of top management may include CEO, President, General Manager or Managing Director. The senior management means the following positions or equivalent in the Affiliated Company: Vice president, CFO and Controller, Chief operation officer (COO), Director.

#### 5. 人力資源政策 Human resource policies

##### 5.1 平等的就業機會 Equal employment opportunities.

5.1.1.各事業單位對所有員工和求職人應提供平等就業機會，不得以種族、膚色、血統、國籍、性別、性向、婚姻狀態、宗教、年齡、身心障礙、性別認同或基因檢測結果予以歧視。平等就業機會適用於所有就業條件，包括聘僱、任用、晉升、終止聘僱、資遣、離職返聘、異動、請假、薪資福利及培訓等。

Affiliated company needs to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, or results of genetic testing, Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

5.1.2.各事業單位應明確禁止對上述情事有任何形式的騷擾或歧視，且不容許對員工履行其工作作出不當干涉，不允許對提出平等工作政策有疑慮的人進行任何形式的報復。

Affiliated Company expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

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5.1.3.如有任何疑似違規的行為應立即報告總部人資部門，並提供相關資料協助調查。  
Any suspected violation should be reported immediately to: HQ-HR to provide input on reporting process and investigations.

5.2.各事業單位需依據當地勞動法令訂定人力資源政策。  
Affiliated Company needs to regulate human resources policies in accordance with the local labor law.

5.3 各事業單位勞資雙方應秉持職業道德，企業倫理及誠信原則。為公司之發展及全體員工之福祉，遵守下列各項守則：

Both the employer and employee of Affiliated Company should implement personnel management on the basis of professional ethics, business ethics and the principle of good faith. In order to achieve the company's development and protect the well-being of all employees, Affiliated Company should abide by the following rules:

5.3.1.公私分明，相互尊重人格、誠懇相處，協力達成企業經營之目的。

Both parties must distinguish between public sector and private sector, to respect each other's personality, to sincerely get along with others and cooperate to achieve the corporate business objectives.

5.3.2.愛公司護公司、積極主動，以建立高品質信譽為榮，共同創建屬於大家的公司。

Both parties must take good care of the company and take the initiative to establish a high-quality reputation and jointly create our company.

5.3.3.以公司為家、愛惜公物，注意個人與公司的安全，減少不必要的浪費。

Both parties will regard the company as home to cherish public property, to pay attention to the safety of individuals and companies, and reduce unnecessary waste.

5.4 各事業單位有照顧員工之義務，也有要求員工提供勞務之權利，員工應遵照各事業單位之規定，善盡應盡的義務及獲得可享之權利。

Affiliated Company has the obligation to take care of employees and also has the right to require employees to provide services. Employees should comply with the regulations of their respective subsidiary and fulfill their obligations and obtain the relative rights.

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- 5.5 各事業單位謹守社會責任，致力於在各方面支持及維護人權，並且遵守聯合國人權宣言(United Nations' Declaration of Human Rights) [ 119 ]。全體員工在處理人事以及與同事、商務夥伴和客戶間的事務上應遵守公正與合法的行事原則。

Affiliated Company should abide by the social responsibility and to devote itself to support and protect human rights in all aspects, and also comply with the United Nations Declaration of Human Rights [119]. All employees should follow the principles of fair and lawful conduct when dealing with personnel and related matters with colleagues, business partners and customers.

- 5.6 各事業單位不得聘用童工。

Affiliated Company is not allowed to hire child worker.

- 5.7 結社自由 freedom from association

各事業單位應讓員工享有與他人結社的自由，包含組建、加入或不加入某組織，且不會遭受干涉、歧視、報復和騷擾。

Affiliated Company shall freely allow workers' lawful rights to associate with others, form, and join (or refrain from joining) organizations of their choice, without interference, discrimination, retaliation, or harassment.

- 5.8 各事業單位應依當地勞工法令規定制定員工手冊並送集團總經理核准實施，核准後應做內部公告、詳實宣導。

Affiliated Company should formulate the employee handbook in accordance with the local labor law and submit it to Group CEO for approval. After the employee handbook be approved, the company should publish it internally and inform all employees in detail.

- 5.9 各事業單位應建立及每年修訂 HR 相關 SOP 並送 HQ-HR 備查。如有異於當地法令之薪資福利政策，應呈送集團總經理核准後實施。

Affiliated Company should set up and annually revise HR related SOPs and submit to HQ-HR for keeping in file. If the compensation and benefits policy different from the local law, it should be submitted to Group CEO for approval before execution.

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## 6. 員額與人力預算編列 **Budgeting of HR budget and Headcount Plan**

- 6.1 各事業單位每年年底須提出次年度人力預算計畫，提送總部-人資審核。  
Affiliated Company should propose the HR Budget for the next year to HQ-HR review in the end of each year.
- 6.2 人力預算計畫應參考前兩年度員額編制數、營業額、用人費用率、新年度預估營業目標及展店目標等相關數據訂定。  
HR Budget should be edited and budget by referring to the manpower, annual sales and the rate of employee fee of past two years, annual sales target of new year and the opening plan for the retail store.
- 6.3 計畫內容應包含：人編計畫表、組織圖、用人費用管控分析表、年度調薪計畫。  
HR Budget should be included the documents of headcount plan, organization chart, budget variance analysis & payroll budget, and annual salary increase plan.
- 6.4 各事業單位應合理管控用人費用率，新年度編列的用人費用率不應高於前一個年度的實際用人費用率。  
Affiliated Company should reasonably control the rate of employee fee. The rate should not be higher than the actual rate of previous year when budgeting new HR budget for the coming year.
- 6.5 經總部核准後的員額編制內人力增補，聘僱核決權歸屬當地總經理。  
To recruit the new employee within the headcount plan which was approved by Headquarters, the hiring authority belongs to the Managing Director/ General Manager of the Affiliated Company.
- 6.6 員額編制外人力增補；因業務需求擬增聘員額，需檢附相關資料說明（含目前員額運用狀況、現行組織圖、擬增置人力之具體理由、職務說明書等），提送集團總經理核准後實施。  
Requesting for Additional Headcount: If the Affiliated Company plans to hire additional employees due to business requirement, it should submit the required documents that include current headcount plan, organization chart,

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detailed explanation for the requirement and job description to Group CEO for approval before implementation.

6.7 各事業單位應於每月 5 日前提提供總部-人資上月 manpower 數據。

Affiliated Company should fill in the headcount report of last month on the manpower system by the 5th of every month.

## 7. 受僱任用 **Employment and Staffing**

7.1 各事業單位僱用或解聘員工應遵守國際勞工公約 (International Labor

Convention)；不因種族、階級、語言、思想、宗教、黨派、籍貫、出生地、性別、性傾向、年齡、婚姻、容貌、五官、身心障礙而予以歧視。

Affiliated Company should follow the International Labor Convention to recruit and lay off the employee. For the purpose of ensuring national's equal opportunity in employment, employer is prohibited from discriminating against any job applicant or employee on the basis of race, class, language, thought, religion, political party, place of origin, place of birth, gender, gender orientation, age, marital status, appearance, facial features and disability.

7.2 對於特殊保護方面；包括女工、老年工人以及特殊工人的勞動保護等，遵守包含休假、每日工時、禁止女工從事危險工作及夜間工作等相關規定。

For the special protection, including labor protection for female workers, elderly workers, and special workers, all should compliance with relevant regulations including vacations, daily working hours and prohibiting female workers from engaging in dangerous work, and working on graveyard shifts.

7.3 不可聘僱子公司總經理的父母、配偶、子女為公司員工。有親屬關係之新進同仁不得在相同部門被任用；如在不同部門，不得有上下游利益關係。

Affiliated Company is not allowed to hire Managing Director/ General Manager's parents, spouses and children as company employee. And also, the company can't employ new employee who has relative relationship in the same department; if they serve in different departments, they should not have the relations of upstream and downstream interests.

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7.4 因婚姻與同部門現職員工產生親屬關係者，除因專業技能限制無法調任其它部門任職，則同意得在同一部門工作，但仍不得有從屬、考核、調薪、派工等利益關係。

If the employee has the relative relationship with the current employee in same department because of marriage, except they cannot be transferred to other departments due to professional skills restrictions, it can be agreed to work in the same department; however, it's not allowed to have the relation of subordination, assessment evaluation, salary adjustment and dispatching.

7.5 各事業單位理級以上人員應簽署董事及經理人道德行為準則約定(附件 1)。

Employee who serves the position of manager level or above level in the Affiliated Company should sign the agreement of “Code of Ethical Conducts For Directors and Managers” (Annex 1)

7.6 各事業單位所有從業人員應簽署清廉條款、保密義務並依當地法令規定簽訂相關聘僱合約等。

All employees should sign the integrity clause, confidentiality and the relevant employment agreement in accordance with local laws and regulations.

7.7 各事業單位應定義關鍵職位，任職關鍵職位人員及理級人員應簽署競業禁止協議。

Affiliated Company should define the key positions. The employee who serves the key position and who is appointed as the manager level or above level all should sign the non-compete agreement.

## 7.8 總部贊助 (HQ Sponsorship)

7.8.1 各事業單位如因業務拓展所增加之業務人員需申請總部贊助人相關費用者需事先提出申請，並檢附下列資料提送集團總經理核准後實施。

If Affiliated Company needs to apply the relevant personnel expenses for HQ sponsor due to the new hiring sales for expanding business, it's required to submit an application in advance and attach the following documents to Group CEO approve.

- 組織圖 (Organization Chart)
- 職務說明書 (Job Description)
- 集團總經理同意贊助的會議記錄或信件紀錄(Meeting minutes or email record)

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that agreed by Group CEO for sponsorship )

d. 贊助申請表 (Sponsorship application form)

7.8.2 總部贊助原則：僅贊助 Base salary 且贊助期間不高於 6 個月。

HQ sponsorship principle: Only Base salary is sponsored and the sponsorship period cannot be more than 6 months.

7.8.3 費用核銷：應使用總部標準表單並每月以 GAP 提送。

Expense claim: It's required to submit the recharge application by using HQ standard form to GAP approve by month.

## 8. 薪酬及福利 Payroll and Benefits

8.1 各事業單位應訂定薪資管理作業辦法：規範薪資調整原則，明訂薪資發放時間，並呈送集團總經理核准實施。

Affiliated Company should edit the SOP for payroll management: to regulate the principle of salary adjustment, to specify the payment date...etc., and it should be submitted to Group CEO for approval before implementation.

8.2 各事業單位應參考當地當年度之平均 CPI、公司營運狀況及員工績效訂定調薪計畫，調薪總金額不得超過當年度人力預算所核准之範圍，並提交總部-人資審核，經集團總經理核准後實施。

Affiliated Company should refer the local average CPI rate of current year, operating status and employee performance to edit the salary increase plan. The total increase amount should not exceed the range of approved HR Budget of the year, and also it should be provided to HQ-HR review first. After HQ-HR reviewed the salary increase plan and there is no question for it, Affiliated Company should submit the plan to Group CEO for approval before implementation.

8.3 各事業單位之調薪作業以每年一次為原則。若有超過每年一次之調薪計畫，需提送總部-人資審核，經集團總經理核准後實施。

Affiliated Company is able to apply the salary increase once a year as principle. If there is the requirement to submit more than once, it must be submitted to HQ-HR review first and then submit to Group CEO for approval.



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8.4 各事業單位之薪資清冊及發放憑證需保存五年。

Affiliated Company should keep the payroll list and payment certificate in file for five years..

8.5 事業單位應符合當地法律規定制定福利計畫，如有異於法令規範之福利計畫應提交總部審核後，經集團總經理核准後辦理。

Affiliated Company should edit the benefits plan according to the local labor law. If there is any benefit **different from** legal regulations, it should be provided to Headquarters review and then submitted to Group CEO for approval before implementation.

8.6 有關員工的退休計劃及政策、福利計劃、遣散金政策及任何異於法律規定的政策等需呈送總部審核，經集團總經理核准後實施。

If the retirement plans, employee welfare, benefit plans, severance package policy and any other programs, plans or policies are **different from** legal regulations, it should be provided to Headquarters review and then submitted to Group CEO for approval before implementation.

8.7 有關 Senior management(含)以上職位之聘僱任用及薪資(含退休、保險及福利方案)調整須由 HQ-HR 及集團 CEO 核准。子公司的最高財務主管招聘與薪資變動，須同時被總部會計主管和總部財務主管核准。

Hiring and compensation which includes retirement, health insurance and benefit program adjustment of the **Top management and** senior management need to be approved by HQ-HR, and Group CEO. For the finance top position of subsidiaries, need extra approval from HQ-Accounting and **HQ-Finance** function head.

8.8 對於 Top management 聘僱合約，在原合約到期前六個月前，須開始處理續約事宜，須在目前合約到期前 90 天前定案。

The proposal for renewal top management employment contract need to be initiated by six months prior to the expired date of current employment agreement. The final review and draft agreement must be finalized at least 90 days prior to the expired date of current agreement.

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8.9 有關利潤分享獎金的發放應提交總部審核並經集團總經理核准後辦理。

For the profit sharing distribution, it should be provided to HQ review and submitted to Group CEO for approval before implementation.

#### 8.10 業績獎金 Sales Commission Program

業績獎金要依照總部公布之原則辦理，且此獎金辦法需要事先呈送集團總經理核准方得辦理。此外，簽核流程及規定請參考 **JHT Group Sales Commission Set Up Guideline**。

Sales commission should be implemented in accordance with the principles announced by Headquarters and the commission program should be submitted to Group CEO for approval before implementation. In addition, the approval process and regulations should refer to the SOP of **JHT Group Sales Commission Set up Guideline**.

8.11 非業務相關獎金辦法應呈送集團總經理核准後辦理。此外，已發放之獎金應於年度利潤分享獎金中扣除。

For non-sales related incentive program, it should be submitted to Group CEO for approval before execution. In addition, the paid bonuses should be deducted from the annual profit sharing bonus.

### 9. 行事曆及出勤規定 Calendar and Attendance

9.1 各事業單位應於前一年 12 月底前完成次年度行事曆排定，並將完成之行事曆送回總部-人資備查。與政府休假方式不同的年度行事曆，須提送總部審核，經集團總經理核准後實施。

Affiliated Companies should complete the calendar for the next year by the end of December, and provide the completed calendar to HQ-HR for keeping in file. If annual calendar is different from the Government's regulations, it needs to be approved by Group CEO before implementation.

9.2 各事業單位應遵守當地法令制定出勤及請假管理作業程序，同時秉持尊重員工及維持紀律之原則，確實督導、管理部門內員工出缺勤。

Affiliated Company should abide by local laws and regulations to establish the SOP of attendance and leave management. Meanwhile, the Company should

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uphold the principle of respecting employees and maintain discipline to indeed supervise and manage the employees' attendance and management.

- 9.3 子公司總經理請假在三天(含)以上，須事先取得集團 CEO 核准，三天以下，須知會總部 CEO。

Top Management should get approval from Group CEO before taking leave for three or more days consecutively. To take leave for less than three days, it's required to inform Group CEO for notice.

- 9.4 員工出勤及請假紀錄需完整(留存三年)保存。

Employee attendance and leave records need to be completely kept in file for three years.

## 10. 出差規定 Regulations for business trip

各事業單位應制定出差管理作業程序，以確實督導、管理部門內員工出差之相關事宜。此外，機票及住宿之訂購須以最經濟實惠及安全為優先考量。

Affiliated Company should formulate the SOP for business trip management to indeed supervise and manage the business trip of the employees. Furthermore, the company should primarily consider to offer the most cost saving and safety airfare and accommodation to the employee when going business trip.

## 11. 考核與晉升 Performance Evaluation and Promotion

- 11.1 為定期檢視員工工作績效與態度，以作為薪資調整、教育訓練配置及晉升依據，各事業單位應制定考核、晉升管理作業程序。

In order to regularly review employees' performance and attitudes as a basis for salary adjustment, education training arrangement and promotion, all affiliated companies should formulate the SOP for performance evaluation and promotion.

- 11.2 所有員工每年至少進行一次績效考核評核作業，並依據考評結果進行改善或淘汰機制，其年度執行成果須留存。

All employees are required to participate in the performance assessments at least once a year, and perform improvement or elimination mechanisms based on the result of the performance assessment. The annual result must be kept in

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file.

11.3 申請晉升協理級(含)以上人員，須送簽至集團總經理核准後辦理。

The promotion requirement for the senior management level should be submitted to Group CEO for approval before implementation.

## 12. 終止勞動關係 Terminate the labor contract

12.1 各事業單位應依當地法令制定終止勞動關係作業程序：包含離職、退休、資遣、開除。

Affiliated Company should formulate the SOP for terminating labor contract in accordance with local labor laws and regulations: including resignation, retirement, layoff and dismissal.

12.2 各事業單位資遣方案若異於當地法令，需送回總部核准。

If the layoff program of Affiliated Company is **different from** local labor laws and regulations, it must be submitted to Headquarters for approval.

12.3 如果子公司有組織縮減、批量性資遣或營業改組的遣散計畫，需提報集團總經理核准後始得實施。子公司不論任何情形的資遣案例，皆須通知 HQ-HR 並留存。

If the Affiliated Company has the downsizing plan, batch reduction plan or lay off plan due to business restructure, it must be submitted to Group CEO for approval in advance. Nevertheless, all the employees layoff cases should be filed to HQ-HR for keeping in file no matter what kind of situation.

12.4 各事業單位應制定每月離職率報表並進行分析，以落實人力管理。。

Affiliated Company should edit the monthly turnover rate report for analysis to implement manpower management.

12.5 各事業單位如遇有勞資爭議、訴訟等案件，須備齊文件通報總部-人資，文件包含：爭議案由、費用、缺失及改善計畫。

In case of any labor disputes or litigation, Affiliated Company must prepare the document to report HQ-HR. The documents should include: content of the disputes, fees, mistakes and improvement plans.

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### 13. 社會保險及商業保險 Social Insurance and Commercial Insurance

各事業單位應依當地法令提供員工法定保險保障。若各事業體提供之保險異於當地法令，則需送回總部核准。

Affiliated Company should provide the statutory insurance for employees in accordance with local laws and regulations. If the insurance program is **different from** local laws, it should be submitted to Headquarters for approval.

### 14. 職業安全 Occupational Safety and Health

各事業單位應制定符合當地法定規定之職業安全與健康管理計畫，預防職場災害事件及保障員工健康，為員工營造一個健康的工作環境。

Affiliated Company should regulate occupational safety and health management plans in line with local statutory regulations to prevent workplace injury and protect employee health for creating a healthy working environment for employees.

### 15. 反人口販運政策 Anti-Human Trafficking Policy

各事業單位應全力防止奴役和人口販運行為。此政策適用於所有受雇者或向各事業單位提供服務之人員。嚴禁從事性交易，商業性行為(包含以金錢、物品和任何其他方式交易所進行的性行為，即使此行為所發生的轄區是合法的)，使用武力、詐欺或脅迫、奴役他人，或脅迫他人提供非自願性勞役。在任何情況下，不得使用公司的資金、設施、財產(包括電子設備及網路)或任何資源於進行或支持參與人口販賣活動。對於違反者將提出適當得紀律處份，包括解雇或提出刑事訴訟。各事業單位必須與當地政府部門充分合作，對此類違法行為進行稽核或調查。即使在沒有實質證據情況下，公司也不容許對因善意舉報或配合公務調查的員工進行報復。

Anti-Human Trafficking Policy: Affiliated Company should be committed to preventing human trafficking and enslavement. This applies to all personnel employed by or engaged to provide services to Affiliated Company. It is strictly forbidden to engage in sexual transaction, procuring commercial sex acts (including sexual acts conducted in exchange for money, goods and any other means, even if this practice is legal in the jurisdiction where it transpires), using force, fraud, or coercion to subject a person to involuntary servitude, or obtaining labor from a person by threats of serious harm to that person or another person, among others. Under no circumstances may the Company's funds, facilities, property (including electronic devices and networks) or

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any resources be used to further or support activities that participate in human trafficking. Affiliated Company will take appropriate disciplinary action for violations of these rules, up to and including discharge of employees Violation of applicable laws may also result in criminal prosecution of responsible individuals. Affiliated Company must cooperate fully with appropriate governmental authorities in audits or investigations relating to such violations. The Company will not tolerate retaliation against an employee for reporting a concern in good faith or for cooperating with a compliance investigation, even when no evidence is found to substantiate the report.

公司不容許全球組織任何成員以任何形式進行人口販運，包含但不限於以下行為：  
The Company will not tolerate or condone human trafficking in any part of its global organization. This includes but is not limited to, the following activities:

- 15.1 從事任何形式的人口販運活動。  
Engaging in any form of trafficking in persons;
- 15.2 在執行任何工作或活動時誘使進行的商業性行為。  
Procuring commercial sex acts in the performance of any work or activities under threat of penalty;
- 15.3 使用任何形式的強迫、非自願或脅迫勞動。  
Using forced labor in the performance of any work;
- 15.4 銷毀或隱藏勞工的身分或移民文件。  
Destroying or otherwise denying access to an employee's identity or immigration documents;
- 15.5 使用誤導或詐欺手段招募員工，如未披露關鍵的僱傭條款和條件進行招募。  
Using misleading or fraudulent practices to recruit employees, such as failing to disclose key terms and conditions of employment;
- 15.6 違反當地勞動法令招聘人員。  
Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- 15.7 向應聘人員索取招聘費用。  
Charging applicants/candidates/employees recruitment fees;
- 15.8 倘法律或合約有相關規定，在工作結束時未提供或支付回程交通費用。

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If required by law or contract, failing to provide or arrange housing that meets the host country housing and safety standards;

15.9 在法律及合約約定下，未為雇員安排符合工作地之安全標準的住屋。

If required by law or contract, failing to provide return transportation or failing to pay for the cost of return transportation upon the end of employment;

15.10 未依法律要求提供聘僱合約或工作文件。

Failing to provide an employment contract or work document where required by law.

## 16. 矯正及預防措施 Corrective and preventive action

16.1 總部-人資有監督、稽核、輔導、改善各事業單位人事管理之責。各事業單位應配合總部稽查作業，不得推諉、隱匿或提供不實資料。

HQ-HR is responsible for supervision, auditing, counseling, and improving personnel management in Affiliated Company. Affiliated Company should cooperate with Headquarters to conduct auditing operations and should not buck-passing, conceal or provide the false information.

16.2 遇有隱匿不實或違反上述規範時，由總部-人資依照情節輕重開立紅單予以警示並限期改善。

In the event of violating or concealing the above-mentioned regulations, HQ-HR will issue a warning letter to warn and request improving within deadline according to the seriousness of the situation.

## 17. 簽核流程 Approval procedure

17.1 員工之薪資、福利、激勵獎金方案及人事相關需求等:

簽核者: 子公司→ 總部人資→集團總經理

Employee compensation, benefit, new incentive program and HR related requirement :

Approver: Affiliated Company → HQ-HR → Group CEO

17.2 子公司財務最高主管之聘僱、任用及薪資調整等:

簽核者: 子公司→ 總部人資→總部會計主管及總部財務主管→集團總經理

For hiring, staffing and compensation adjustment of finance top position of



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Affiliated Company:

Approver: Affiliated Company→ HQ-HR→ HQ-Accounting function head and  
CFO→ Group CEO

## 18. HR 相關文件提送時間 Schedule for submitting HR related documents

子公司須依照此份 SOP 規定之時間提送人事相關文件供總部審閱。

Affiliated Company is required to submit HR related documents to Headquarters review in accordance with the schedule regulated in this SOP.

### Hand in schedule for HR documents

Items	Frequency			Procedure		
	Year	Month	Requirement	Report to HQ-HR	HQ Approval	SBU's keep in file
HR Budget	*				*	
Annual Salary Increase	*				*	
Profit sharing bonus distribution	*				*	
Sales commission program	*				*	
Annual Calendar (different from the government's regulations)	*				*	
Annual Calendar (correspond to labor law)	*			*		
Organization chart		*		*		
Monthly Manpower report		*		*		
Promotion requirement- For senior management level			*		*	
Requirement for additional headcount			*		*	
Benefits plans (more superior than labor law)			*		*	
Downsizing plan, batch reduction plan or superior lay off plan			*		*	
Lay off plans (correspond to labor law)			*	*		
Labor disputes or litigation cases			*	*		
Code of Ethical conduct for Directors and Managers			*			*
Non-compete agreement			*			*
Payroll list and payment certificate			*			*
Attendance record			*			*

## 19. 實施及修訂 Implementation and Modification

本辦法經集團總經理簽呈通過後實施，修訂時亦同。

This SOP will be implemented after approved by Group CEO. If there is any modification, HQ-HR will follow the same process to submit to Group CEO for approval.



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#### 附件一(Annex 1)

#### 董事及經理人道德行為準則

#### Code of Ethical Conducts For Directors and Managers

喬山健康科技股份有限公司（係喬山集團母公司，以下簡稱「本公司」）董事會通過以下之適用於本集團母公司暨其直接或間接投資股權超過50%之各子公司(以下總稱「喬山集團公司」)之董事及經理人之道德行為準則(以下簡稱「本準則」)。

The Board of Directors of Johnson Health Tech. Co., Ltd. (the Parent company of JHT Group, the “Company”) has adopted the following Code of Ethical Conducts (the “Code”) for directors and managers of the Company and its subsidiaries which is owned directly or indirectly by The Company (Total of the companies is the “JHT Group Companies”). This Code applies to all directors and managers within JHT Group Companies.

沒有一種準則或政策可列舉所有可能發生之情形。準此，本準則僅係為喬山集團公司董事及經理人提供指導原則。對於可能涉及本準則中一或數條條文之特定情事之相關疑問，本公司鼓勵本集團公司董事及經理人將該疑問向本公司董事長反應。董事長並得視情況徵詢本公司內部或外部法律顧問之意見。

No code or policy can anticipate every situation that may arise. Accordingly, this Code is intended to serve as a source of guiding principles for directors and managers. Directors and managers are encouraged to bring questions about particular circumstances that may involve one or more of the provisions of this Code to the attention of the Chairman of the Company, who may consult with inside or outside legal counsel as appropriate.

#### 1. 利益衝突

董事及經理人應避免任何董事或經理人與喬山集團公司間之利益衝突。任何涉及或依合理預期可能涉及之與喬山集團公司間之利益衝突應立即向本公司董事長揭露，例如與董事或經理人或其近親親屬(包括本人之配偶、父母、子女及三親等內之親屬)間之資金貸與，或為其提供保證、重大交易、進銷貨往來。

#### 1. Conflict of Interest.

Directors and managers must avoid any conflict of interest between the director or managers and the JHT Group Companies. Any situation that involves, or may reasonably be expected to involve, a conflict of interest with the JHT Group Companies should be disclosed promptly to the Chairman of the Board of The Company, such as extending a loan to, providing a guarantee of the obligations of, conducting a material transaction with, selling products to or purchasing products from a director or managers, or a member of his or her immediate families which include a person's spouse, parents, children, and relatives within the three degree of kinship.

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利益衝突可能發生於當董事或經理人其個人之利益與喬山集團公司整體之利益相違背或可能違背時。利益衝突亦可能發生於當董事、經理人或其近親親屬，基於董事或經理人於喬山集團任一公司所擔任之職位而獲致不當利益時。

Conflict of interest can occur when a director's or manager's personal interest is adverse to - or may appear to be adverse to - the interests of the JHT Group Companies as a whole. Conflicts of interest also arise when a director or manager, or a member of his or her immediate family, receives improper personal benefits as a result of his or her position as a director or manager of any of the company within the JHT Group.

本準則並非企圖描述全部可能發生利益衝突之情形。以下僅就常見之董事或經理人應避免之利益衝突情事之部分，加以例示。

This Code does not attempt to describe all possible conflicts of interest that could develop. Some of the more common conflicts from which directors or managers must refrain are set out below.

- 喬山集團公司與第三人間之關係：任何行為，如與喬山集團公司最佳利益不一致，或會破壞、有損於任一喬山集團公司已經或提議建立商業關係或訂定合約之個人或組織間之關係，董事或經理人不得為之。
- Relationship of the JHT Group Companies with third parties. Directors or managers may not engage in any conduct or activities that are inconsistent with the JHT Group Companies' best interests or that disrupt or impair the JHT Group Companies' relationship with any person or entity with which any of the JHT Group Companies has or proposes to enter into a business or contractual relationship.
- 非自喬山集團公司處取得報酬：就其為任一喬山集團公司提供之服務，董事或經理人不得自喬山集團公司以外之任何來源收受任何形式之報酬。
- Compensation from non-Company sources. Directors or managers may not accept compensation (in any form) for services performed for the JHT Group Companies from any source other than the JHT Group Companies.
- 餽贈：就與任一喬山集團公司間有往來之個人或組織所提供之NT\$ 1,000以上或可能造成利益衝突表象之餽贈，董事或經理人及其近親親屬不得加以收受。
- Gifts. Directors or managers and members of their immediate families may not accept gifts from persons or entities who deal with the JHT Group Companies in those cases where any such gift has more than a nominal value above US\$ 30 or where acceptance of the gifts could create the appearance of a conflict of interest.
- 將喬山集團公司資產挪供自己使用：就喬山集團公司之資產、人力資源或資訊，除非經本公司董事長允許或係屬於經允許之酬勞或費用補償辦法之一部分，董事或經理人不得將之挪供自己使用。

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· Personal use of Company assets. Directors or managers may not use company assets, labor or information for personal use unless approved by the Chairman of the Board of The Company or as part of an approved compensation or expense reimbursement program.

## 2. 公司機會

董事或經理人不得為下列事項：

(1)為其個人私利而竊取經由使用公司財產、資訊或利用其職位而得知之公司機會；(2)透過使用公司財產、資訊或藉由職務之便而獲取私利；或(3)與喬山集團公司競爭。

## 2. Corporate opportunities.

Directors and managers are prohibited from: (a) taking for themselves personally opportunities that are discovered through the use of the company's property, information or position; (b) using the company's property, information, or position for personal gain; or (c) competing with the JHT Group Companies.

## 3. 公司資產；機密性

董事及經理人應保護並有效率地使用公司之資產，以增進喬山集團公司之利益。前述資產包括有形資產及無形資產，如公司之機密資訊。除非業經授權或係依法令規定，就公司交付其保管之資訊，以及基於其董事或經理人之職務，於公司通常營運中自任何來源所知悉之任何其他公司機密資訊，董事及經理人應保持該等資訊之機密性，不得揭露。本準則所稱之「機密資訊」包括全部與喬山集團公司、其客戶或供應商有關之全部非公開資訊。

## 3. Corporate assets; confidentiality.

Directors and managers are expected to protect the assets of the company and use them efficiently to advance the interests of the company. Those assets include tangible assets and intangible assets, such as confidential information of the company. Directors and managers should maintain the confidentiality of information entrusted to them by the Company and any other confidential information about the company that comes to them, from whatever source in the course of the company's business, in their capacity as director or manager except when disclosure is authorized or legally mandated. For purposes of this Code, "confidential information" includes all non-public information relating to the JHT Group Companies, its customers or suppliers.

## 4. 法令遵循；公平交易

董事或經理人應遵守適用於喬山集團公司所在地各國之法律、規則及命令，以及本公司制訂之相關標準程序及政策。董事及經理人應盡力公平對待喬山集團公司之客戶、供應商、競爭對手及員工。任何董事或經理人均不得透過操縱、隱匿、濫用基於職務所獲悉之資訊、對重要事項作不實陳述或藉由其他蓄意之不公平交易影響，

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而自任何人獲取不當利益。

#### 4. Compliance with laws, rules and regulations; fair dealing.

Directors and managers shall comply, and satisfy themselves that appropriate SOPs are in place for compliance by directors and managers, with its local laws, rules and regulations applicable to any of the JHT Group Companies.

Directors and managers shall endeavor to deal fairly with the JHT Group Companies' customers, suppliers, competitors and employees. No director or manager should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair-dealing influence.

#### 5. 鼓勵報告任何非法或不道德之行為

董事及經理人應推廣道德行為，並應採取下列措施，以確保任一喬山集團公司：

(1) 鼓勵員工當其就於某一特定情形下所應為之最佳行為有疑問時，與董事、經理人及其他適當人員討論；(2) 鼓勵員工向其他適當人員報告法律、規則命令、本準則之違反情事；及(3)告知員工本公司不允許對善意報告者報復。

#### 5. Encouraging the reporting of any illegal or unethical behavior.

Directors and managers should promote ethical behavior and take steps to ensure any of the JHT Group Companies:

(a) encourages employees to talk to managers and other appropriate personnel when in doubt about the best course of action in a particular situation; (b) encourages employees to report violations of laws, The Company's rules, regulations, SOPs, or this Code to appropriate personnel; and (c) informs employees that the Company will not allow retaliation for reports made in good faith.

#### 6. 遵循程序

一經發現任何可疑之違反本準則行為，應立即向經理人、本公司內部稽核人員、稽核長或其他適當人員報告；且如違反本準則者為董事或經理人者，本公司將視為不當行為，將由董事會或董事會所指定之一人或數人調查之。

#### 6. Compliance Procedures.

Any suspected violations of this Code should be reported promptly to managers, internal auditor, the Chief Audit Officer or other personnel as appropriate, or in the case of a director or manager whose behavior violates this Code is treated as misconduct. Violations will be investigated by the Board of the Company or by a person or persons designated by the Board of the Company.

本準則之豁免僅得由董事會為之。相關之細節，包括獲得該等豁免之人員之姓名及職稱、做成豁免決議之董事會日期、豁免之有效期間、給予豁免之理由及原則，將立即向本公司股東及其他相關法律及台灣證券交易所上市規則所定之人揭露。任何豁免或審理之請求，應向本公司任一獨立董事為之。

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Any waiver of this Code may be made only by the Board of the Company and the details of the waiver, including name and title of the receiving party of the waiver, date of the board meeting when the waiver is granted, the validity period of waiver, reason to grant the waiver and principle for granting waiver, will be promptly disclosed to shareholders and others, as required by applicable law and the Taiwan Stock Exchange listing standards. All requests for waivers or review by the Board of the Company should be made to any one of the independent Board Members.

#### 7. 本準則之執行

如有任何違反本準則之行為，董事會應決定應採取之適當行動包括：(1)扣發績效獎金、年終獎金、紅利，(2)降等，(3)免職及(4)採取法律行動。俾得以對違反者產生嚇阻作用，並促進對遵守本準則之責任感。於決定特定狀況下之適當行動，董事會應考量全部相關資訊，包括違反態樣及嚴重性，該等違反應係出於蓄意抑或怠慢。

#### 7. Enforcement of this Code of Ethics

The Board shall determine appropriate actions, including (a) withholding of the performance cash award, year-end award and bonus, (b) demotion of job grade, (c) removal from post, or (d) legal action, to be taken in the event of violations of this Code. Such actions shall be reasonably designed to deter wrongdoing and to promote accountability for adherence to this Code. In determining the proper course of action in a particular case, the Board shall take into account all relevant information, including the nature and severity of the violation, whether the violation appears to have been intentional or inadvertent.

簽章Signature： \_\_\_\_\_

日期Date： \_\_\_\_\_

姓名Name：

部門Department：

職稱Position Title：

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CONFIDENTIALITY, NONCOMPETITION AND  
INTELLECTUAL PROPERTY AGREEMENT

For value received from 【 full company name 】 "the Company"), 【 Employee name 】 agrees as follows:

1. ACKNOWLEDGEMENTS. The Employee knows and has been informed that the Company's customer relationships and customer goodwill are valuable assets of the Company which have been developed by the Company's substantial investment of time, effort and expense and are vital to the success of the Company's business. The Employee knows and has been informed that the Confidential Business Information (as defined below) has been developed by the substantial investment of time, effort and expense by the Company and is vital to the success of the Company's business. The Employee knows and has been informed that the Confidential Business Information will include information received by the Company from its affiliates that any entity that is directly or indirectly controlled by, under common control with or that controls the subject Party. For purposes of this definition control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make decisions for the subject entity ("the Affiliates"). The Employee acknowledges that his/her employment with the Company will place him/her in a personal relationship with the Company's customers. The Employee further acknowledges that his/her employment with the Company will result in him/her having access to the Confidential Business Information. The Employee further acknowledges that the Company has a legitimate interest in protecting its customer relationships, customer goodwill and the Confidential Business Information by means of the enforcement of this Agreement.

2. PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION, PROPERTY AND TRADE SECRETS.

(a) Definition of Confidential Business Information. As used in this agreement, the term "Confidential Business Information" shall be broadly construed to mean all of the non-public business information used and maintained by the Company in the operation of its business, whether tangible or intangible and in whatever form or medium in which it exists. The parties agree that the term "Confidential Business Information" shall include, but not be limited to: information regarding the Company's customers, information relating to transactions between the Company and its customers (such as types and quantities of products purchased by a customer, dates of purchases, pricing strategies, prices paid and costs of sales), customer lists, proposals to potential customers and methods of pricing used in such proposals, lists of customer prospects, information relating to transactions between the Company and its vendors (such as types and quantities of goods and services purchased from a vendor, dates of purchases and prices paid to a vendor), methods of operation, business systems, business plans, marketing and advertising strategies, business development and acquisition plans, personnel information, financial information and information relating to, referring to, containing, or consisting of inventions, ideas, research, methods, processes, procedures, techniques, engineering, designs,

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technologies, recipes, formulae, discoveries, know-how, products, product specifications, product data, product characteristics, product improvements, product development plans and product marketing and promotion. The parties expressly agree that the Company's business information need not satisfy the statutory definition of a "trade secret" to be protected as Confidential Business Information. Confidential Business Information includes information of the type described in this paragraph received by the Company from the Affiliates.

(b) Nondisclosure. The Employee agrees that he/she will not, during his employment with the Company and for a period of two (2) years immediately following the termination of his employment with the Company (regardless of whether the termination is voluntary or involuntary), unless authorized in writing by an officer of the Company, disclose to any individual or entity of any type any of the Confidential Business Information.

(c) Return of Property. Upon termination of employment (regardless of whether the termination is voluntary or involuntary), the Employee agrees to promptly deliver to the Company the originals and copies of all documents, records and property of any nature whatsoever in the Employee's possession or control which are the Company's property or which relate to the Company's business activities or which relate to, refer to, contain or consist of the Confidential Business Information.

(d) Trade Secrets. The Company and the Affiliates are entitled to protection of some of the Confidential Business Information under the applicable acts. Nothing in this Agreement shall be construed as limiting, or in any way modifying, any of the Company's or the Affiliates' statutory rights and remedies with respect to the misappropriation of its trade secrets.

3. NONCOMPETITION. The Employee agrees that he/she will not, during the term of his employment with the Company and for a period of six (6) months immediately following the termination of his employment with the Company (regardless of whether the termination is voluntary or involuntary), directly or indirectly (through partners, agents, employers, employees or any other persons acting for, with or on behalf of the Employee), for himself/herself or on behalf of any other person or entity, do any of the following: (a) use any of the Confidential Business Information to provide services to any individual or entity of any type that sells Products in competition with the Company anywhere in the world where the Company has conducted business within six (6) months preceding the date of termination regardless of whether those services are provided as an owner, employee, independent contractor, consultant or in any other capacity, (b) solicit or in any way contact, or assist others in soliciting or contacting, any Customer of the Company for the purpose of selling to the Customer any Products or (c) accept, or assist others in accepting, any orders or business from any Customer for Products. As used in this paragraph, the term "Confidential Business Information" means the Confidential Business Information defined in paragraph 2(a) above that the Employee had access to during the term of his/her employment with the Company. As used in this paragraph, the term "Customer" means any individual and entity of any type who purchased any Products from the Company at any time within six (6) months preceding the date of the Employee's termination of

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employment. As used in this paragraph, the term "Products" means fitness equipment products of the type offered for sale by the Company at any time within six (6) months preceding the date of the Employee's termination of employment.

4. INTELLECTUAL PROPERTY WORK PRODUCT. For purposes of this agreement, the term "Intellectual Property Work Product" means all writings, documents, inventions, ideas, drawings, artwork, research, processes, procedures, techniques, designs, technologies, computer hardware or software, programming code, templates, forms, recipes, formulae, discoveries, products, marketing and business plans and all improvements, know-how, data, rights and claims related to those items and all work product of any type, whether or not copyrightable or patentable, which the Employee makes, conceives, discovers or develops, either solely or jointly with any other person or persons, at any time during his employment with the Company, whether during working hours or at the Company's facilities or at any other time or location and whether at the request or upon the suggestion of the Company or otherwise which relate to or are otherwise in any way useful in connection with any business carried on by the Company at the time of the Employee's termination of employment and any development or expansion of the Company's business, but only to the extent that the Employee was involved in the planning, analysis or consideration of that development or expansion. The Company's Intellectual Property Work Product shall be the sole and exclusive property of the Company and shall, upon its creation, be owned by the Company. The Employee shall not use the Company's Intellectual Property Work Product except for the benefit of the Company and in the course of performing his duties as the Company's employee. The Employee acknowledges and agrees that all Intellectual Property Work Product that is copyrightable shall be considered a work made for hire under the applicable copyright acts. The Employee agrees to make full disclosure to the Company of all such Intellectual Property Work Product and agrees to do everything necessary or desirable (as determined by the Company in its sole discretion) to vest absolute title thereto in the Company and to protect the Company's rights in the Intellectual Property Work Product. The Employee will assist the Company (at the Company's expense) to obtain and enforce patents, copyrights or other rights or registrations relating to or arising out of the Intellectual Property Work Product and this obligation shall continue after the Employee's termination of his/her employment with the Company (regardless of whether the termination is voluntary or involuntary). The Employee acknowledges that he/she shall not be entitled to any additional or special compensation or reimbursement regarding any and all such Intellectual Property Work Product. To the extent that the Employee may be entitled to claim any ownership in any such Intellectual Property Work Product, he/she hereby irrevocably assigns and transfers to the Company all rights, title and interest in and to such Intellectual Property Work Product under applicable patent, copyright, trade secret and trademark law.

5. REMEDIES. In addition to any other remedies provided by law, if the Employee breaches this agreement, the Company shall be entitled to injunctive relief against the Employee. Furthermore, in the event the Employee breaches this agreement, the Company shall be entitled to recover from the Employee all costs incurred in enforcing this agreement, including actual attorneys' fees.



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6. SEVERABILITY. The provisions of this agreement shall be considered severable. If for any reason any provision of this agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable under any jurisdiction in which it applies, the validity of the remainder of this agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and, in its modified form, that provision shall be enforceable and enforced.

7. MISCELLANEOUS. This agreement shall inure to the benefit of and shall be enforceable by the Company, its successors and assigns. No delay or failure by the Company in exercising any right under this agreement shall constitute a waiver of that or any other right. This agreement supersedes all previous confidentiality, noncompetition and intellectual property work product agreements and all such previous agreements are canceled.

\_\_\_\_\_  
Signature of Employee                      Date

\_\_\_\_\_  
Signature of                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name