Guidelines for Using Chunghwa Telecom Trademark

- 1. Chunghwa Telecom Co., Ltd. ("Chunghwa Telecom")'s trademarks and service marks ("Trademarks") are valuable assets that Chunghwa Telecom needs to protect. We ask that you help us by properly using and crediting Chunghwa Telecom trademarks in accordance with these guidelines. Licensee agrees to observe the terms and conditions of the main contract and this Guidelines for Using Chunghwa Telecom Trademark (this "Guideline") when using Chunghwa Telecom trademark.
- 2. The trademark license is a non-exclusive, non-transferable and non-sublicense license. Trademark licensee cannot transfer or sublicense any licensed trademarks to any third party.
- 3. Trademark licensee agrees to follow the terms and conditions below:
- (1) Licensee shall use the licensed trademark only within the scope agreed by both parties.
- (2) Licensee shall provide Chunghwa Telecom the trademark usage, including but not limited to any product description, tab, publication, manual, advertising or any marketing material, for Chunghwa Telecom's review, and licensee shall get Chunghwa Telecom's written approval before it's any use of licensed trademark.
- (3) Licensee shall completely use the licensed trademark provided by Chunghwa Telecom without any modification or alteration.
- (4) Licensee warrants it will use the licensed trademark in accordance with the main contract and this Guideline and licensee will not misuse or misinterpret the licensed trademark, destroy Chunghwa Telecom's reputation or decrease the value of licensed trademark.
- (5) Unless otherwise specified in the main contract or previously agreed by Chunghwa Telecom in writing, licensee warrants that it will not involve in any act of manufacture, design, reproduction, forgery, copy, modification, distribution or sale related to licensed trademark, nor will it license any third party to act or have similar act of these.
- (6) To protect the value of licensed trademark, licensee warrants that the licensed product will be with good quality. Licensee agrees to send Chunghwa Telecom 1-2 product samples for Chunghwa Telecom's inspection. Licensee further warrants that it will comply with all laws and

- regulations in connection with licensed product's manufacture, assembly, marketing and sale.
- (7) Licensee agrees not to apply for registration of the same or similar licensed trademark, and not to register the word of licensed trademark as its domain name.
- (8) In the event licensee is aware of any infringement or threatened infringement act from any third party, licensee shall promptly notify Chunghwa Telecom, and take related legal actions against such third party according to Chunghwa Telecom's direction.
- 4. The usage of the licensed trademark will not create any relationship of both parties in connection with any endorsement, guarantee, sponsorship, agency, distribution or affiliation.
- 5. Chunghwa Telecom, with the consent of licensee, has the right to do the necessary examination in licensee's premises, distribution point and warehouses to make sure that licensee is in compliance with the main contract, this Guideline and the direction of Chunghwa Telecom.
- 6. This Guideline is part of the main contract. Any breach of this Guideline is regarded as breach of the main contract. In the event licensee breaches this Guideline and cannot correct the breach within the agreed time period after Chunghwa Telecom's notice, Chunghwa Telecom has the right to terminate licensee's use of licensed trademark and terminate the main contract.
- 7. Chunghwa telecom may amend this Guideline from time to time. Use of information Chunghwa Telecom collects now is subject to this Guideline in effect at the time such information is used. You are bound by any changes to this Guideline when you use the Trademark after such changes have been first posted.