

股票代號：4745

# 合富醫療控股股份有限公司

Cowealth Medical Holding Co., Ltd.

一〇五年股東常會

# 議事手冊

日期：中華民國一〇五年六月七日

地點：台北市信義路四段236號7樓(703室)

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合富醫療控股股份有限公司  
二〇一六年股東常會開會程序

壹、主席宣布開會

貳、主席致詞

參、討論事項

肆、報告事項

伍、承認事項

陸、討論事項

柒、臨時動議

捌、散會

# 合富醫療控股股份有限公司

## 二〇一六年股東常會議程

時間：二〇一六年六月七日(星期二)上午九時正

地點：台北市信義路四段 236 號 7 樓(703 室)

主席：王董事長瓊芝

### 開會程序

壹、主席宣佈開會

貳、主席致詞

參、討論事項

一、公司章程修正案

肆、報告事項

一、2015 年度營業報告

二、審計委員會審查 2015 年度決算表冊報告

三、2015 年員工酬勞及董監酬勞分派情形報告

伍、承認事項

一、2015 年度財務報表及營業報告書案

二、2015 年度盈餘分配案

陸、討論事項

二、「資金貸與他人作業程序」修訂案

三、「背書保證作業程序」修訂案

柒、臨時動議

捌、散會

## 討論事項

### 第一案

董事會提

案由：公司章程修正案，提請 討論

- 說明：1. 本公司 2015 年 11 月 13 日董事會決議配合公司法增訂第 235 條之 1 並修正第 235 條有關。
2. 員工酬勞、董事酬勞及盈餘分派規定，修正「公司章程」部分條文。
  3. 現依經濟部函釋，進一步將當年度董事酬勞發放比率之決定，修訂為由董事會以二分之一以上之出席董事過半數同意決議行之，並報告股東會，而非再送交股東會決議承認。修訂對照表(請參附件三)。
  4. 提請 決議。

決議：

## 報告事項

第一案：2015 年度營業報告，報請 公鑒。

說 明：本公司 2015 年度營業報告書如下：

依據本公司經會計師查核後之合併財務報表，2015 年度營業額為新臺幣 3,274,530 仟元，稅後淨利為 346,991 仟元，與 2014 年度比較損益表如下：

單位：為新臺幣仟元

項 目	2015 年度	%	2014 年度	%	增減金額	增減%
一、營業收入	3,274,530	100%	3,176,498	100%	98,032	3%
二、營業成本	2,350,464	72%	2,149,361	68%	201,103	9%
三、營業毛利	924,066	28%	1,027,137	32%	-103,071	-10%
四、營業費用	676,247	20%	617,810	19%	58,437	9%
五、營業利潤	247,819	8%	409,327	13%	-161,508	-39%
六、營業外收支	172,045	5%	14,139	1%	157,906	1117%
七、稅前淨利	419,864	13%	423,466	14%	-3,602	-1%
八、稅後淨利	346,991	11%	314,950	10%	32,041	10%
九、每股盈餘-稅後	6.04		5.58		0.46	8%

本公司 2015 年度之營業收入較 2014 年度增加新台幣（以下同）98,032 仟元，其中臨床檢驗類銷售收入增加 118,195 仟元；腫瘤治療設備銷售及售後服務收入減少 31,911 仟元；2015 年度眼科設備銷售及售後服務收入為 46,536 仟元。

本公司 2015 及 2014 年度毛利率分別為 28%及 32%，主因本公司各項營業項目銷售比重改變，致毛利率較去年下降 4%。

本公司 2015 年度之營業費用較 2014 年度增加新台幣 58,437 仟元，成長 9%，對比本公司之營業利潤金額減少 39%，增加金額主要為本公司在代理權仲裁案為爭取維護股東權益所投入律師服務及仲裁等費用。

本公司自有項目層峰計畫於 2015 年為本公司帶來的長期穩定營收、利潤及現金流量，為未來公司的進一步擴展打下良好基礎；本公司於 2015 年持續致力於眼科設備銷售及售後服務，2015 年 9 月已獲得 Lipview 的註冊證，未來取得 Lipflow 大陸之核准許可時，將為本公司的獲利表現錦上添花；本公司成功引進科技原廠產品，並在大陸各省市構建代理商通路，透過經營策略「以產品打開市場、市場創造規模、規模帶來效益」的實現，為全公司股東帶來更佳的財務表現、更高的投資報酬。

第二案：審計委員會審查 2015 年度決算表冊報告，報請 公鑒。

說明：2015 年度合併財務報表連同營業報告書及盈餘分配表業經本公司審計委員會審查通過，審查報告如下：

## 審計委員會審查報告書

董事會造具本公司民國一〇四年度營業報告書、財務報表及盈餘分派議案等，其中財務報告業經委託安侯建業聯合會計師事務所查核完竣，並出具查核報告。上述營業報告書、財務報表及盈餘分派議案經本審計委員會查核，認為尚無不合，爰依本公司章程、審計委員會組織規程及相關法令規定報告如上，敬請 鑒核。

合富醫療控股股份有限公司

審計委員會召集人 蔡彥卿



中 華 民 國 一 〇 五 年 三 月 十 八 日

第三案：本公司2015年度員工酬勞及董事酬勞分派案報告，報請 公鑒。

說明：1. 依本公司董事會決議通過修訂後之公司章程第34.1條規定，本公司董事會決議發放員工酬勞及董事酬勞如下：

- (1) 員工酬勞金額新台幣3,556,476元，與認列費用年度估列金額並無差異。
  - (2) 董事酬勞金額新台幣3,800,000元，與認列費用年度估列金額5,100,000元，差異新台幣1,300,000元，主要係因帳列估計數與董事會決議數有所差異所致，此項差異數將依會計估計變動調整入105年費用之減項。。
2. 董事及員工酬勞擬全數以現金發放。

## 承認事項

### 第一案

董事會提

案由：2015年度財務報表及營業報告書案，提請 承認。

說明：1. 本公司 2015 年度合併財務報表(包含資產負債表、損益表、股東權益變動表及現金流量表等)，經委請安侯建業聯合會計事務所周寶蓮會計師及梅元貞會計師查核竣事，出具無保留意見之查核報告書，且經 2016 年 3 月 18 日董事會決議通過，及經 2016 年 3 月 18 日審計委員會審查通過並出具審查報告。

2. 營業報告書，請參閱第 3 頁。
3. 審計委員會審查報告書，請參閱第 4 頁。
4. 會計師查核報告書、2015 年度財務報表(請參閱附件一)。
5. 提請 承認。

決議：

### 第二案

董事會提

案由：本公司2015年度盈餘分配案，提請 討論。

說明：1. 本公司2015年度盈餘分配表(請參閱附件二)，業經2016年3月18日董事會決議通過，復經2016年3月18日審計委員會審查通過在案。

2. 股東紅利擬配發現金股利新台幣 149,518,430 元，倘以本公司截至 2016 年 2 月 28 日已發行在外流通股數 57,507,085 股計算，每股配發現金股利暫計為新台幣 2.6 元。
3. 盈餘分配案俟股東常會通過後，授權董事會依相關規定另訂基準日辦理發回事宜，嗣後若因欲買回本公司股份、庫藏股轉讓或註銷、員工認股權憑證行使認股權或轉換公司債轉換成普通股等因素，致影響流通在外股數，股東配息率因此發生變動者，擬請股東會授權董事會全權調整處理之並依發行辦法調整員工認股權認購價格及本公司轉換公司債轉換價格。
4. 現金股利發放至元為止，元以下無條件捨去，配發不足 1 元之畸零款合計數計入本公司其他收入。
5. 提請 承認。

決議：

## 討論事項

### 第二案

董事會提

案由：「資金貸與他人作業程序」修訂案，提請討論。

說明：1. 因本公司作業需求，擬修訂本公司「資金貸與他人作業程序」。

2. 提具本次修正「資金貸與他人作業程序」之修正條文對照表(請參閱附件四)。

3. 提請 決議。

決議：

### 第三案

董事會提

案由：「背書保證作業程序」修訂案，提請討論。

說明：1. 因本公司作業需求，擬修訂本公司「背書保證作業程序」。

2. 提具本次修正「背書保證作業程序」之修正條文對照表(請參閱附件五)。

3. 提請 決議。

決議：

## 臨時動議

## 散會



附件一



安侯建業聯合會計師事務所

KPMG

台北市11049信義路5段7號68樓(台北101大樓)  
68F, TAIPEI 101 TOWER, No. 7, Sec. 5,  
Xinyi Road, Taipei, 11049, Taiwan, R.O.C.

Telephone 電話 + 886 (2) 8101 6666  
Fax 傳真 + 886 (2) 8101 6667  
Internet 網址 kpmg.com/tw

## 會計師查核報告

合富醫療控股股份有限公司董事會 公鑒：

合富醫療控股股份有限公司及其子公司民國一〇四年及一〇三年十二月三十一日之合併資產負債表，暨民國一〇四年及一〇三年一月一日至十二月三十一日之合併綜合損益表、合併權益變動表及合併現金流量表，業經本會計師查核竣事。上開合併財務報告之編製係管理階層之責任，本會計師之責任則為根據查核結果對上開合併財務報告表示意見。

本會計師係依照會計師查核簽證財務報表規則及一般公認審計準則規劃並執行查核工作，以合理確信合併財務報告有無重大不實表達。此項查核工作包括以抽查方式獲取合併財務報告所列金額及所揭露事項之查核證據、評估管理階層編製合併財務報告所採用之會計原則及所作之重大會計估計，暨評估合併財務報告整體之表達。本會計師相信此項查核工作可對所表示之意見提供合理之依據。

依本會計師之意見，第一段所述合併財務報告在所有重大方面係依照證券發行人財務報告編製準則及金融監督管理委員會認可之國際財務報導準則、國際會計準則、解釋及解釋公告編製，足以允當表達合富醫療控股股份有限公司及其子公司民國一〇四年及一〇三年十二月三十一日之合併財務狀況，暨民國一〇四年及一〇三年一月一日至十二月三十一日之合併財務績效與合併現金流量。

安侯建業聯合會計師事務所

周寶蓮



會計師：

梅元貞



證券主管機關：金管證六字第0940100754號  
核准簽證文號

民國一〇五年三月十八日

合富醫療控股股份有限公司及其子公司  
合併資產負債表

民國一〇四年及一〇三年十二月三十一日

單位：新台幣千元

	104.12.31		103.12.31	
	金額	%	金額	%
<b>資產</b>				
<b>流動資產：</b>				
1100 現金及約當現金(附註六(一))	\$ 304,522	7	412,449	13
1150 應收票據淨額(附註六(四))	71,103	2	113,962	4
1170 應收帳款淨額(附註六(四))	1,662,235	46	1,470,519	48
1200 其他應收款	296,214	8	23,280	1
1220 本期所得稅資產	2,364	-	3,014	-
130X 存貨(附註六(五))	281,902	8	160,258	5
1410 預付款項	177,008	5	206,429	7
1470 其他流動資產	96,033	3	50,070	2
	<u>2,891,381</u>	<u>79</u>	<u>2,439,981</u>	<u>80</u>
<b>非流動資產：</b>				
1523 備供出售金融資產-非流動(附註六(二))	154,339	4	-	-
1543 以成本衡量之金融資產-非流動(附註六(三))	6,452	-	158,250	5
1600 不動產、廠房及設備(附註六(六))	337,665	9	225,675	7
1780 無形資產(附註六(七))	13,122	1	18,705	-
1840 遞延所得稅資產(附註六(十四))	20,227	1	19,481	1
1985 長期預付租金(附註六(六))	147,481	4	154,242	5
1990 其他非流動資產	77,000	2	50,002	2
	<u>756,286</u>	<u>21</u>	<u>626,355</u>	<u>20</u>
<b>資產總計</b>	<u>\$ 3,647,667</u>	<u>100</u>	<u>3,066,336</u>	<u>100</u>
<b>負債及權益</b>				
<b>流動負債：</b>				
短期借款(附註六(八))	2100		2100	
遞延損益按公允價值衡量之金融負債-流動(附註六(九))	2120		2120	
應付票據	2150		2150	
應付帳款	2170		2170	
其他應付款	2200		2200	
本期所得稅負債	2230		2230	
負債準備-流動(附註六(十))	2250		2250	
預收款項(附註六(十一))	2310		2310	
一年或一營業週期內到期或執行賣回權公司債(附註六(九))	2321		2321	
其他流動負債	2399		2399	
	<u>1,798,862</u>	<u>49</u>	<u>1,149,952</u>	<u>37</u>
<b>非流動負債：</b>				
應付公司債(附註六(九))	2530		2530	
遞延所得稅負債(附註六(十四))	2570		2570	
淨確定福利負債-非流動(附註六(十三))	2640		2640	
	<u>91,560</u>	<u>3</u>	<u>280,812</u>	<u>10</u>
	<u>1,890,422</u>	<u>52</u>	<u>1,430,764</u>	<u>47</u>
<b>負債總計</b>				
<b>歸屬母公司業主之權益：</b> (附註六(十五))				
普通股股本	3110		3110	
資本公積(附註六(九)(十五))	3200		3200	
保留盈餘：				
特別盈餘公積	3320		3320	
未分配盈餘	3350		3350	
其他權益：				
國外營運機構財務報表換算之兌換差額	3410		3410	
備供出售金融資產未實現損益	3425		3425	
<b>權益總計</b>				
<b>負債及權益總計</b>				
	<u>\$ 3,647,667</u>	<u>100</u>	<u>3,066,336</u>	<u>100</u>

(請詳閱後附合併財務報告附註)

董事長：



經理人：



會計主管：



合富醫療控股股份有限公司及其子公司

合併綜合損益表

民國一〇四年及一〇三年一月一日至十二月三十一日

單位:新台幣千元

	104年度		103年度	
	金額	%	金額	%
4000 營業收入(附註六(十八))	\$ 3,274,530	100	3,176,498	100
5000 營業成本(附註六(五)(六)(十)(十三))	2,350,464	72	2,149,361	68
營業毛利	924,066	28	1,027,137	32
營業費用:(附註六(四)(六)(七)(十二)(十三)(十六))				
6100 推銷費用	288,605	8	287,234	9
6200 管理費用	387,642	12	330,576	10
	676,247	20	617,810	19
營業利益	247,819	8	409,327	13
營業外收入及支出:				
7100 利息收入	2,828	-	3,137	-
7190 其他收入(附註六(二十))	193,503	6	24,354	1
7630 外幣兌換損失	(2,071)	-	(3,334)	-
7235 透過損益按公允價值衡量之金融負債損失(附註六(九))	(1,430)	-	(193)	-
7050 財務成本(附註六(九))	(15,635)	(1)	(8,694)	-
7590 什項支出	(5,150)	-	(1,131)	-
	172,045	5	14,139	1
7900 稅前淨利	419,864	13	423,466	14
7950 所得稅費用(附註六(十四))	72,873	2	108,516	3
8200 本期淨利	346,991	11	314,950	11
8300 其他綜合損益:				
8310 不重分類至損益之項目				
8311 確定福利計畫之再衡量數	(3,374)	-	(7,867)	-
8349 與不重分類之項目相關之所得稅	-	-	-	-
不重分類至損益之項目合計	(3,374)	-	(7,867)	-
8360 後續可能重分類至損益之項目				
8361 國外營運機構財務報表換算之兌換差額	(15,097)	(1)	66,030	2
8362 備供出售金融資產未實現評價損益	(9,436)	-	-	-
8399 與可能重分類至損益之項目相關之所得稅 (附註六(十四))	1,958	-	3,966	-
後續可能重分類至損益之項目合計	(22,575)	(1)	69,996	2
8300 本期其他綜合損益(稅後淨額)	(25,949)	(1)	62,129	2
8500 本期綜合損益總額	\$ 321,042	10	377,079	13
每股盈餘(附註六(十七))				
9750 基本每股盈餘(元)	\$ 6.04		5.58	
9850 稀釋每股盈餘(元)	\$ 5.92		5.41	

(請詳閱後附合併財務報告附註)

董事長: 

經理人: 

會計主管: 

合富醫療控股股份有限公司及其子公司  
合併權益變動表

民國一〇四年及一〇三年一月一日至十二月三十一日

單位：新台幣千元

普通股 股本	資本公積	特別盈 餘公積	未分配 盈餘	其他權益項目			權益總額
				國外營運機 構財務報表 換算之 兌換差額	備供出售金 融商品未實現 (損)益	其他權益項目	
\$ 539,666	315,664	84,941	296,334	20,755	-	-	1,257,360
-	-	-	314,950	-	-	-	314,950
-	-	-	(7,867)	69,996	-	-	62,129
-	-	-	307,083	69,996	-	-	377,079
-	-	28,059	(28,059)	-	-	-	-
-	-	-	(205,073)	-	-	-	(205,073)
-	23,876	-	-	-	-	-	23,876
-	5,919	-	-	-	-	-	5,919
18,680	154,984	-	-	-	-	-	173,664
4,285	7,226	-	-	-	-	-	11,511
-	(24,262)	19,221	(3,723)	-	-	-	(8,764)
562,631	483,407	132,221	366,562	90,751	-	-	1,635,572
-	-	-	346,991	-	-	-	346,991
-	-	-	(3,374)	(13,139)	(9,436)	-	(25,949)
-	-	-	343,617	(13,139)	(9,436)	-	321,042
-	-	31,495	(31,495)	-	-	-	-
-	-	-	(205,397)	-	-	-	(205,397)
11,255	-	-	(11,255)	-	-	-	-
-	2,996	-	-	-	-	-	2,996
1,185	1,847	-	-	-	-	-	3,032
\$ 575,071	488,250	163,716	462,032	77,612	(9,436)	-	1,757,245

民國一〇三年一月一日餘額

本期淨利  
本期其他綜合損益  
本期綜合損益總額  
盈餘指撥及分配：  
提列特別盈餘公積  
普通股現金股利  
其他資本公積變動：  
因發行可轉換公司債認列權益組成項目-認股權而產生者  
員工認股權憑證酬勞成本  
可轉換公司債轉換  
股份基礎給付交易  
功能性貨幣轉換產生匯率差異

民國一〇三年十二月三十一日餘額

本期淨利  
本期其他綜合損益  
本期綜合損益總額  
盈餘指撥及分配：  
提列特別盈餘公積  
普通股現金股利  
普通股股票股利  
其他資本公積變動：  
員工認股權憑證酬勞成本及其他  
股份基礎給付交易

民國一〇四年十二月三十一日餘額

(請詳閱後附合併財務報告附註)



經理人：



會計主管：



董事長：

合富醫療控股股份有限公司及其子公司  
合併現金流量表  
民國一〇四年及一〇三年一月一日至十二月三十一日

單位:新台幣千元

	104年度	103年度
<b>營業活動之現金流量：</b>		
本期稅前淨利	\$ 419,864	423,466
<b>調整項目：</b>		
收益費損項目		
折舊費用	50,596	44,680
攤銷費用	10,230	9,959
呆帳費用提列數	26,981	2,371
透過損益按公允價值衡量金融資產及負債之淨損失	1,430	193
利息費用	15,635	8,694
利息收入	(2,828)	(3,137)
股份基礎給付酬勞成本	3,096	5,919
處分及報廢不動產、廠房及設備利益	(1,251)	(1,255)
存貨跌價、報廢及呆滯損失	1,997	2,900
收益費損項目合計	<u>105,886</u>	<u>70,324</u>
與營業活動相關之資產/負債變動數：		
與營業活動相關之資產之淨變動：		
應收票據(增加)減少	42,859	(43,966)
應收帳款增加	(218,697)	(442,858)
其他應收款(增加)減少	(272,934)	10,752
存貨(增加)減少	(123,641)	17,063
預付款項(增加)減少	29,421	(56,129)
其他流動資產(增加)減少	(30)	(724)
其他營業資產(增加)減少	(15,345)	6,477
與營業活動相關之資產之淨變動合計	<u>(558,367)</u>	<u>(509,385)</u>
與營業活動相關之負債之淨變動：		
應付票據增加(減少)	147	(4,111)
應付帳款增加	9,027	57,071
其他應付款項增加	99,490	51,643
負債準備減少	(11,141)	(4,537)
預收款項增加(減少)	(174,794)	16,160
其他流動負債增加(減少)	1,040	(423)
淨確定福利負債減少	(191)	(4,914)
與營業活動相關之負債之淨變動合計	<u>(76,422)</u>	<u>110,889</u>
與營業活動相關之資產及負債之淨變動合計	<u>(634,789)</u>	<u>(398,496)</u>
調整項目合計	<u>(528,903)</u>	<u>(328,172)</u>
營運產生之現金流入(流出)	(109,039)	95,294
收取之利息	2,831	3,136
支付之所得稅	(89,318)	(79,443)
<b>營業活動之淨現金流入(流出)</b>	<u>(195,526)</u>	<u>18,987</u>
<b>投資活動之現金流量：</b>		
取得以成本衡量之金融資產	(6,452)	-
取得不動產、廠房及設備	(167,559)	(47,428)
處分不動產、廠房及設備	1,386	1,469
存出保證金增加	(11,653)	(518)
取得無形資產	(1,130)	(2,083)
其他金融資產增加	(45,933)	(32,946)
<b>投資活動之淨現金流出</b>	<u>(231,341)</u>	<u>(81,506)</u>
<b>籌資活動之現金流量：</b>		
短期借款增加	542,578	69,812
發行公司債	-	400,000
發放現金股利	(205,397)	(205,073)
員工執行認股權	3,032	11,511
支付之利息	(9,600)	(2,808)
<b>籌資活動之淨現金流入</b>	<u>330,613</u>	<u>273,442</u>
匯率變動對現金及約當現金之影響	(11,673)	42,937
本期現金及約當現金增加(減少)數	(107,927)	253,860
期初現金及約當現金餘額	412,449	158,589
期末現金及約當現金餘額	<u>\$ 304,522</u>	<u>412,449</u>

(請詳閱後附合併財務報告附註)

董事長：



經理人：



會計主管：



## 附件二

### 盈餘分配表

#### Cowearth Medical Holding Co., Ltd. 2015 年度盈餘分派表

##### 一、可供分配盈餘變動表

	單位:元	
	新	台 幣
2015.1.1 期初累計		\$118,415,237
精算(損)益列入保留盈餘		(3,374,000)
調整後未分配盈餘		115,041,237
2015 年度本期淨利		346,991,171
2015.12.31 期末累計		\$462,032,408

##### 二、盈餘分配表

	單位:元	
	新	台 幣
分配項目:		
轉列特別盈餘公積		\$34,699,117
股東紅利-現金股利(每股配發 2.6 元新台幣)		149,518,430
分配項目合計		182,217,547
期末未分配盈餘		\$277,814,861

### 附件三

公司章程修訂對照表		
修訂後條文	原條文	說明
<p><u>第五次修訂和重述章程大綱和章程</u></p> <p><u>FIFTH AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION</u></p> <p>(經 2016 年 6 月 7 日特別決議通過)</p> <p>(as adopted by a Special Resolution dated on <u>7 June, 2016</u>)</p>	<p><u>第四次修訂和重述章程大綱和章程</u></p> <p><u>FOURTH AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION</u></p> <p>(經 2015 年 6 月 18 日特別決議通過)</p> <p>(as adopted by a Special Resolution dated on <u>18 June, 2015</u>)</p>	<p>配合修訂歷程調整。</p>
<p>2.公司註冊所在地為開曼群島 Grand Cayman 之 <u>Britannia Corporate Management Limited (目前位於 P.O. Box 1968, Plantation House, 196 Raleigh Quay, Grand Cayman, KY1-1104, Cayman Islands)</u>，或董事會日後決議之其他地點。</p> <p>2.The registered office of the Company shall be at the offices of <u>Britannia Corporate Management Limited, currently located at P.O. Box 1968, Plantation House, 196 Raleigh Quay, Grand Cayman, KY1-1104, Cayman Islands, or at such other place as the Directors may from time to time decide.</u></p>	<p>2. 公司註冊所在地為開曼群島 Grand Cayman 喬治敦之 <u>ATC 信託 (開曼) 公司(目前位於 Landmark Square, 3rd Floor, 64 Earth Close, PO Box 30592, Grand Cayman KY1-1203, Cayman Islands)</u>，或董事會日後決議之其他地點。</p> <p>2. The registered office of the Company shall be at the offices of <u>ATC Trustees (Cayman) Limited, currently located in Landmark Square, 3rd Floor, 64 Earth Close, PO Box 30592, Grand Cayman KY1-1203, Cayman Islands, or at such other place as the Directors may from time to time decide.</u></p>	<p>變更公司註冊所在地。</p>
<p><u>34.1 本公司年度如有獲利，應以當年度獲利[1]%分派員工酬勞及應以當年度獲利不超過 3%分派董事酬勞。但本公司尚有累積虧損時，應預先保留彌補數額。員工酬勞得以股票或現金為之，且得按照第 11.1 條規定同意之員工激勵計畫配發。員工酬勞發給之對象，得包括符合一定條件之從屬公司員工。員工酬勞及董事酬勞之分派應由董事會以董事三分之二以上之出席及出席董事過半數同意之決議行之，並報告股東會。董事兼任公司及/或其從屬公司之執行主管者得同時受領其擔任董事之酬勞及擔任員工之酬勞。</u></p> <p><u>34.1 The Company shall set aside [1]% of its annual profits as bonus to employees of the Company and set side no more than 3% of its annual profits as bonus to Directors, provided however that the Company shall first offset its losses in previous years that have not been previously offset. The distribution of bonus to employees may be made by way of cash or Shares, which may be distributed under an incentive programme approved pursuant to Article 11.1 above. The employees under Article 34.1 may include certain employees of the Subsidiaries who meet the conditions prescribed by the Company. The distribution of bonus to employees and to Directors shall be approved by a majority of the Directors present at a meeting attended by two-thirds or more of the total number of the Directors and shall be reported to the Members at the general meeting. A Director who also serves as an executive officer of the Company and/or its Subsidiaries may receive a bonus in his capacity as a Director and a bonus in his capacity as an employee.</u></p>	<p>本條新增。</p>	<p>參照公司法第 235 條及第 235 條之 1 規定修訂。</p>
<p><u>34.2 本公司得依董事會擬訂並經股東會以普通決議通過之利潤分配計畫分配利潤。董事會應以下述方式擬訂該利潤分配計畫：本公司應就年度淨利先彌補歷年虧損，並提撥剩餘利潤之 10%作為特別盈餘公積，直至</u></p>	<p><u>34.1 本公司得依董事會擬訂並經股東會以普通決議通過之利潤分配計畫分配利潤。董事會應以下述方式擬訂該利潤分配計畫：本公司應就年度淨利先彌補</u></p>	<p>參照公司法第 235 條及第 235 條之 1 規定修</p>

累積特別盈餘公積相當於本公司之資本總額。任何所餘利潤得依開曼公司法及公開發行公司法令，在考量財務、業務及經營因素後作為股利（包括現金或股票）或紅利進行分配，惟相關現金股利部分不得低於該年度擬分配利潤之10%。

34.2 The Company may distribute profits in accordance with a proposal for distribution of profits prepared by the Directors and approved by the Members by an Ordinary Resolution at any general meeting. The Directors shall prepare such proposal as follows: the proposal shall begin with the Company's Annual Net Income and offset its losses in previous years that have not been previously offset, then set aside a special capital reserve at 10% of the profits left over, until the accumulated special capital reserve has equalled the total capital of the Company. Any balance left over may be distributed as Dividends (including cash dividends or stock dividends) or bonuses in accordance with the Statute and the Applicable Public Company Rules and after taking into consideration financial, business and operational factors, provided that, however the amount of cash dividends distributed thereupon shall not be less than 10% of the profits proposed to be distributed of the then current year.

歷年虧損，並提撥剩餘利潤之10%作為特別盈餘公積，直至累積特別盈餘公積相當於本公司之資本總額。本公司並得提撥不超過所餘利潤之3%作為董事酬勞。董事會應於盈餘分派之議案中明訂分派予董事酬勞之成數，股東得於決議同意前修改該提案。任何所餘利潤得依開曼公司法及公開發行公司法令，在考量財務、業務及經營因素後作為股利（包括現金或股票）或紅利進行分配，惟相關現金股利部分不得低於該年度擬分配利潤之10%。

34.1 The Company may distribute profits in accordance with a proposal for distribution of profits prepared by the Directors and approved by the Members by an Ordinary Resolution at any general meeting. The Directors shall prepare such proposal as follows: the proposal shall begin with the Company's Annual Net Income and offset its losses in previous years that have not been previously offset, then set aside a special capital reserve at 10% of the profits left over, until the accumulated special capital reserve has equalled the total capital of the Company; then the Company may set aside no more than 3% of the balance as bonus to Directors. The Directors shall specify the exact percentages or amounts to be distributed as bonus to Directors in preparing the proposal for distribution of profits, and the Members may amend such proposal prior to its approval. Any balance left over may be distributed as Dividends (including cash dividends or stock dividends) or bonuses in accordance with the Statute and the Applicable Public Company Rules and after taking into consideration financial, business and operational factors, provided that, however the amount of cash dividends distributed thereupon shall not be less than 10% of the profits proposed to be distributed of the then current year.

訂。



附件四

合富醫療控股股份有限公司

〈資金貸與他人作業程序〉修正對照表

目前條文	修正後條文	修正說明
<p><b>第四條</b></p> <p>...</p> <p>四、本公司直接及間接持有表決權股份或出資總額百分之百之非中華民國子公司間，因短期融通資金之必要而從事資金貸與，不受第三款之限制，惟對前開各該子公司間之個別貸與之總金額不得超過本公司最近期財務報表淨值；對所有前開子公司間貸與之總金額，不得超過本公司最近期財務報表淨值之十倍。</p>	<p><b>第四條</b></p> <p>...</p> <p>四、本公司直接及間接持有表決權股份或出資總額百分之百之非中華民國子公司間，因短期融通資金之必要而從事資金貸與，不受第三款之限制，<u>惟對前開各子公司為資金貸與者，對單一企業資金貸與額度不得超過貸出公司最近期財務報表淨值之兩倍，資金貸與總額度以貸出公司最近期財務報表淨值之十倍為限。</u></p>	<p>依〈公開發行公司資金貸與及背書保證處理準則〉第三條之立法意旨，資金貸與之限額應以「貸出」公司淨值之一定成數計之，現行條文未臻明確，爰修本作業程序之貸出限額基準。</p>
<p><b>第十二條</b></p> <p>本公司之子公司擬將資金貸與他人者，<u>本公司應命其訂定資金貸與他人作業程序，並依規定送子公司董事會及股東會決議後實施。</u></p> <p>本公司之子公司擬將資金貸與他人時，<u>應遵循依前項所定之作業程序辦理，並應提供相關資料予本公司，及參酌本公司及相關人員意見後，進行資金貸與作業，</u>子公司於貸款撥放後，應將以貸與金額之後續追蹤控管情形按月定期呈報本公司。</p>	<p><b>第十二條</b></p> <p>本公司之子公司擬將資金貸與他人時，<u>應呈請本公司董事會核准，並提供相關資料予本公司，由本公司依據本作業程序第<u>辦理。</u></u></p> <p><u>子公司於貸款撥放後，應將已貸與金額之後續追蹤控管情形按月定期呈報本公司。</u></p>	<p>為使子公司從事資金貸與行為時之授權依據更為明確，爰訂定其作業程序，應比照本公司之作業程序辦理。</p>

附件五

合富醫療控股股份有限公司  
 <背書保證作業程序>修正對照表

目前條文	修正條文	修正說明
<p><b>第一條</b>                      凡本公司對外背書保證相關事項，均應依本作業程序之規定辦理。本作業程序如有未盡事宜或法令另有規定者，悉依相關法令規定辦理之。                      ...</p>	<p><b>第一條</b>                      凡本公司及子公司對外背書保證相關事項，均應依本作業程序之規定辦理。本作業程序如有未盡事宜或法令另有規定者，悉依相關法令規定辦理之。                      ...</p>	<p>按櫃買中心建議修正，強化公司治理。</p>
<p><b>第二條</b>                      本公司得對下列公司為背書保證：                      ...</p>	<p><b>第二條</b>                      本公司及子公司得對下列公司為背書保證：                      ...</p>	<p>按櫃買中心建議修正，強化公司治理。</p>
<p><b>第四條</b>                      ...本公司對外背書保證時，其額度及相關規定如下：                      一、本公司對外背書保證總額度以本公司最近期財務報表淨值百分之一百為限，對單一企業背書保證額度不得超過本公司最近期財務報表淨值之百分之二十。                      二、本公司因業務往來關係從事背書保證，就單一對象提供背書保證之金額除依前款規定外，並不得超過雙方於背書保證前十二個月期間內之業務往來總金額(所稱業務往來金額，係指雙方間進貨或銷貨金額孰高者)。                      三、本公司及各子公司對非由本公司直接或間接持有股份或出資總額百分之百之公司為背書保證者，其合計總額以本公司最近期財務報表淨值之百分之四十為限，整體得為背書保證之總額度以本公司最近期財務報表淨值百分之二百五十為限；對單一企業背書保證之金額，以本公司最近期財務報表淨值之百分之二十為限。                      四、本公司對本公司直接或間接持有股份或出資總額百分之百之子公司及該等子公司相互間為背書保證時，得不受前三款有關對單一企業背書保證額度之限制。</p>	<p>本公司及子公司對外背書保證時，其額度及相關規定如下：                      一、本公司及子公司對外背書保證總額度以保證公司最近期財務報表淨值百分之一百為限，對單一企業背書保證額度不得超過保證公司最近期財務報表淨值之百分之二十。                      二、本公司及子公司因業務往來關係從事背書保證，就單一對象提供背書保證之金額除依前款規定外，並不得超過雙方於背書保證前十二個月期間內之業務往來總金額(所稱業務往來金額，係指雙方間進貨或銷貨金額孰高者)。                      三、本公司及各子公司對非由本公司直接或間接持有股份或出資總額百分之百之公司為背書保證者，其合計總額以本公司最近期財務報表淨值之百分之四十為限，整體得為背書保證之總額度以本公司最近期財務報表淨值百分之二百五十為限；對單一企業背書保證之金額，以本公司最近期財務報表淨值之百分之二十為限。                      四、本公司及子公司對本公司直接或間接持有股份或出資總額百分之百之子公司及該等子公司相互間為背書保證時，得不受前三款有關對單一企業背書保證額度之限制。惟本公司對本公司直接或間接持有股份或出資總額百分之百之公司、本公司直接或間接</p>	<p>為使本公司對持有股份或出資總額百分之百之子公司及該等子公司相互間為背書保證時之背書保證行為之限額有所依據，爰增訂相關之限額基礎。</p>

目前條文	修正條文	修正說明
	<p><u>持有股份或出資總額百分之百之公司對本公司或本公司直接或間接持有股份或出資總額百分之百之公司間為背書保證者，對單一企業背書保證額度不得超過保證公司最近期財務報表淨值之百分之三百，背書保證總額度以保證公司最近期財務報表淨值百分之三百為限。</u></p>	
<p><b>第五條</b> 本公司擬為他人背書或提供保證時，應依下列程序辦理： ...</p>	<p><b>第五條</b> 本公司及子公司擬為他人背書或提供保證時，應依下列程序辦理： ...</p>	<p>按櫃買中心建議修正，強化公司治理。</p>
<p><b>第六條（詳細審查程序）</b> 本公司擬為他人背書或提供保證時，應進行下列審查程序 ...</p>	<p><b>第六條（詳細審查程序）</b> 本公司及子公司擬為他人背書或提供保證時，應進行下列審查程序 ...</p>	<p>按櫃買中心建議修正，強化公司治理。</p>
<p><b>第八條（決策及授權層級）</b> 本公司辦理對外背書保證時，決策及授權層級如下： ...</p>	<p><b>第八條（決策及授權層級）</b> 本公司及子公司辦理對外背書保證時，決策及授權層級如下： ...</p>	<p>按櫃買中心建議修正，強化公司治理。</p>
<p><b>第十條</b> 本公司之子公司擬為他人背書或提供保證者，本公司應命其訂定背書保證作業程序，並依規定送子公司董事會及股東會決議後實施。 本公司之子公司擬為他人提供背書保證時，應遵循前項所定之作業程序辦理，並應提供相關資料予本公司，及參酌本公司相關人員意見後，進行背書保證作業。 子公司於背書保證後，應將其已背書保證金額之後續追蹤控管情形按月定期呈報本公司。</p>	<p><b>第十條</b> 本公司之子公司擬為他人背書或提供保證時，應呈請本公司董事會核准，並提供相關資料予本公司，由本公司依據本作業程序辦理。 <u>子公司於背書保證後，應將其已背書保證金額之後續追蹤控管情形按月定期呈報本公司。</u></p>	<p>為使子公司從事為他人背書或提供保證行為時之授權依據更為明確，爰訂定其作業程序，應比照本公司之作業程序辦理。</p>
<p><b>第十二條（情事變更）</b> 因情事變更，致本公司背書保證對象不符本作業程序規定或金額超限時，應訂定改善計畫，將相關改善計畫送審計委員會各委員或各獨立董事，並依計畫時程完成改善。</p>	<p><b>第十二條（情事變更）</b> 因情事變更，致本公司及子公司背書保證對象不符本作業程序規定或金額超限時，應訂定改善計畫，將相關改善計畫送審計委員會各委員或各獨立董事，並依計畫時程完成改善。</p>	<p>按櫃買中心建議修正，強化公司治理。</p>

附錄一

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，  
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

開曼群島公司法（2011年修訂）  
股份有限公司

第四次修訂和重述章程大綱和章程

合富醫療控股股份有限公司

成立於2005年11月4日

（經2015年6月[18]日特別決議通過）

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

開曼群島公司法（2011年修訂版）  
股份有限公司

修訂和重述章程大綱

合富醫療控股股份有限公司

（經 2015 年 6 月[18]日特別決議通過）

1. 公司名稱為合富醫療控股股份有限公司。
2. 公司註冊所在地為開曼群島 Grand Cayman 喬治敦之 ATC 信託（開曼）公司（目前位於 Landmark Square, 3<sup>rd</sup> Floor, 64 Earth Close, PO Box 30592, Grand Cayman KY1-1203, Cayman Islands），或董事會日後決議之其他地點。
3. 公司設立之目的未受限制，公司有權實行未受《公司法》（2011 年修訂版）及其日後修正之版本或任何其他開曼群島法律所禁止的任何目的。
4. 各股東對公司之義務限於繳清其未繳納之股款。
5. 經 2009 年 4 月 21 日特別決議通過。公司授權資本額是新臺幣 1,575,000,000.00 元，劃分為 157,500,000 股，每股面額新臺幣 10.00 元，根據《公司法》（2011 年修訂版）及其日後修正之版本和公司章程，公司有權購回或購買任何股份，有權再分割或合併其中任何股票，有權發行全部或部分資本，無論是否有任何性質的優先權或特權或任何遞延權利，或任何性質的條件或限制等，除非已明確說明每股發行條件為普通股或特別股，否則公司有權依前述約定規定發行條件。
6. 公司有權依開曼群島外之其他準據法登記為股份有限公司而繼續存續，並註銷在開曼群島之登記。
7. 本章程大綱中未定義的專有名詞應與公司章程中的定義一致。

—頁面其餘部分有意空白—

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，  
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

## 開曼群島公司法（2011年修訂版）

### 股份有限公司

#### 修訂和重述章程

## 合富醫療控股股份有限公司

（經 2013 年 6 月[14]日特別決議通過）

### 1. 解釋

1.1 在本章程中，除非與本文有不符之處，法令所附第一個附件中的表格 A 不適用：

「公開發行公司法令」	指影響公開發行公司或任何在臺灣證券交易市場上市櫃的公司的中華民國法律，規則和規章，包括但不限於《公司法》、《證券交易法》、《企業併購法》等相關規定、經濟部發布的規章制度、金融監督管理委員會（以下簡稱「金管會」）發布的規章制度，財團法人中華民國證券櫃檯買賣中心（以下簡稱「櫃買中心」）（或臺灣證券交易所股份有限公司，如有適用，以下簡稱「證交所」）發布的規章制度和臺灣地區與大陸地區人民關係條例及其相關規範等。
「年度淨利」	係指依各該年度公司經審計之年度淨利。
「章程」	指公司章程。
「公司」	指合富醫療控股股份有限公司。
「董事」	指公司當時的董事（為明確起見，包括任一及所有獨立董事）。
「股利」	包括期中股利。
「電子記錄」	與《電子交易法》中的定義相同。
「電子交易法」	指開曼群島的《電子交易法》（2003 年修訂）。
「獨立董事」	指為符合當時有效之《公開發行公司法令》而經股東會選任為「獨立董事」的董事。
「公開資訊觀測站」	指金管會指定之網際網路資訊申報系統。
「股東」	與法令中的定義相同。
「章程大綱」	指公司章程大綱。
「合併」	指(i)參與合併之公司全部消滅，由新成立之公司概括承

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- 受消滅公司之全部權利義務；或(ii)參與合併之其中一公司存續，由存續公司概括承受消滅公司之全部權利義務，並以存續或新設公司之股份、或其他公司之股份、現金或其他財產作為對價之行為。
- 「普通決議」 指在股東會上有權投票的股東，親自或在允許代理的情況下透過代理，以簡單多數決通過的決議。
- 「私募」 指由該公司或經其授權之人挑選或同意之特定投資人認購本公司之股份、選擇權、認股權憑證、附認股權公司債、附認股權特別股或其他有價證券。但不包括依據第11條所為之員工激勵計畫或股份認購協議、認股權憑證、選擇權或發行之股份。
- 「股東名冊」 指依法令維持的股東名冊登記。除法令另有規定外，包括股東名冊登記的任何副本。
- 「註冊處所」 指公司目前註冊處所。
- 「中華民國」 指中華民國。
- 「印章」 指公司的一般圖章，包括複製的印章。
- 「股份」 指公司股份。
- 「股票」 指表彰股份之憑證。
- 「徵求人」 指依公開發行公司法令徵求任何其他股東之委託書以被該股東指派為代理人代理參加股東會並於股東會上行使表決權之股東、經股東委託之信託事業或服務代理機構。
- 「特別決議」 指經有權於該股東會行使表決權之股東表決權數三分之二以上同意之決議。該股東得親自行使表決權或委託經充分授權之代理人（如允許委託代理人，須於股東會召集通知中載明該特別決議係特別決議）代為行使表決權。
- 「分割」 係指一公司將其得獨立營運之任一或全部之營業讓與既存或新設之他公司，作為既存或新設之受讓公司發行新股予為轉讓之該公司或該公司股東對價之行為。
- 「法令」 指開曼群島《公司法》（2011年修訂）。
- 「從屬公司」 指(i)公司持有其已發行有表決權之股份總數或資本總額超過半數之公司；或(ii)公司、其從屬公司及控制公司直接或間接持有其已發行有表決權之股份總數或資本總額合計超過半數之公司。
- 「特別（重度）決議」 指(i)由代表公司已發行股份總數三分之二或以上之股東

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

(包括股東委託代理人) 出席股東會，出席股東表決權過半數同意通過的決議，或(ii)若出席股東會的股東代表股份總數雖未達公司已發行股份總數三分之二，但超過公司已發行股份總數之半數時，由出席股東表決權三分之二或以上之同意通過的決議。

「集保結算所」 指臺灣集中保管結算所股份有限公司。

「庫藏股」 指依據法令登記於公司名下之庫藏股。

1.2 在本章程中：

- (a) 單數詞語包括複數含義，反之亦然；
- (b) 陽性詞語包括陰性含義；
- (c) 表述個人的單詞包括公司含義；
- (d) 「書面」和「以書面形式」包括所有以可視形式呈現的重述或複製之文字模式，包括以電子記錄形式；
- (e) 所提及任何法律或規章的規定應理解為包括該規定的修正、修改、重新制定或替代規定；
- (f) 帶有「包括」、「尤其」或任何類似之表達語句應理解為僅具有說明性質，不應限制其所描述之詞語的意義；
- (g) 標題僅作參考，在解釋這些條款之意義時應予忽略；
- (h) 《電子交易法》的第 8 部分不適用於本章程。

## 2. 營業開始

- 2.1 公司設立後，得於董事會認為適當之時點開始營業。
- 2.2 董事會得以公司資本或任何其他公司之款項支付因公司成立和設立而生之所有費用，包括登記費用。

## 3. 股份發行

- 3.1 根據法令、章程大綱、章程和公開發行公司法令（以及股東會上公司可能給予的任何指示）的相關規定（如有），在不損害現有股份所附屬權利的情況下，董事會可以在其認為適當的時間、按其認為適當的條件、向其所認為適當的人分配、發行、授與認股權或以其他方式處分股份，無論該股份是否有優先權，遞延權或



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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

其他權利或限制，無論是關於股利、表決權、資本返還或其他方面的內容。且公司有權贖回或買回任何或所有此等股份、分割或合併任何此等股份及就其資本之任一部或全部發行，不論是賦予優先或特別之權利或加上權利之遞延或其他任何條件或限制等，且因此除發行條件另有明文規定外，每一股份之發行不論係稱為普通股、特別股或其他，均應受前述公司權力之限制。

3.2 公司不得發行無記名股票。

3.3 公司不得發行任何未繳納股款或繳納部分股款之股份。

#### 4. 股東名冊

4.1 董事會應在其所認為適當之處所備置一份股東名冊，惟如董事會對放置地點無法決議時，股東名冊應放置在註冊處所。

4.2 如果董事會認為必要或適當，公司得於開曼群島境內或境外董事會認為適當之處所備置一份或數份股東分冊。股東總名冊和分冊應一同被視為本章程所稱之股東名冊。

4.3 股份在櫃買中心（或證交所，如有適用）交易時，該上市股份得依照其所適用之法律及櫃買中心（或證交所，如有適用）規定證明及轉讓所有權。本公司就股東名冊得按照法令第 40 條之規定記載股份詳細情況並加以保管，惟如上市股份適用之法律及櫃買中心（或證交所，如有適用）相關規定對記載格式另有規定者，從其規定。

#### 5. 股東名冊停止過戶或認定基準日

5.1 為決定有權獲得股東會或股東會延會通知之股東，或有權在股東會或股東會延會投票之股東，或有權獲得股利之股東或為其他目的而需決定股東名單者，董事會應決定股東名冊之停止過戶期間，且該停止過戶期間不應少於公開發行公司法令規定之最低期間。

5.2 於依第 5.1 條之限制下，除股東名冊變更之停止外，或為取代股東名冊變更之停止，董事會為決定有權獲得股東會通知，或有權在股東會或股東會延會投票之股東名單，或為決定有權獲得股利或為任何其他目的而需決定股東名單時，得預先或延後指定一特定日作為基準日。董事會依本 5.2 條規定指定基準日時，董事會應依公開發行公司法令透過公開資訊觀測站公告該基準日。

5.3 有關執行股東名冊停止過戶期間的規則和程序，包括向股東發出有關停止變更期間的通知，應遵照董事會通過的政策（董事會可能隨時變更之），該相關政策應符合法令、章程大綱、章程和公開發行公司法令的規定。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，  
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

## 6. 股票

- 6.1 除法令另有規定外，公司發行之股份應以無實體發行，並依公開發行公司法令洽集保結算所登錄發行股份之相關資料。僅於董事會決議印製股票時，股東始有權獲得股票。股票（如有）應根據董事會決定之格式製作。股票應由董事會授權的一名或多名董事簽署。董事會得授權以機械程序簽發有權簽名的股票。所有股票應連續編號或以其他方式識別之，並註明其所表彰的股份。為轉讓之目的提交公司的股票應依本章程規定予以註銷。於繳交並註銷與所表彰股份相同編號的舊股票之前，不得簽發新股票。
- 6.2 若董事會依第 6.1 條之規定決議印製股票時，公司應於依法令、章程大綱、章程及公開發行公司法令得發行股票之日起 30 日內，對認股人或應募人交付股票，並應依公開發行公司法令於交付股票前公告之。
- 6.3 股份不得登記為超過一位股東名下。
- 6.4 若股票經塗污，磨損，遺失或損壞，得提出證據證明、賠償並支付公司在調查證據過程中所產生之合理費用以換發新股票，該相關費用由董事會定之，並（在塗污或磨損的情況下）於交付舊股票時支付之。

## 7. 特別股

- 7.1 經三分之二或以上董事之出席及出席董事過半數通過之決議及股東會之特別決議，公司得發行較公司發行的普通股有優先權利的股份（「特別股」）。
- 7.2 在依第 7.1 條發行特別股之前，公司應修改章程並在章程中明定特別股的權利和義務，包括但不限於下列內容，而且特別股之權利及義務將不抵觸公開發行公司法令有關於特別股權利及義務之強制規定，變更特別股之權利時亦同：
  - (1) 特別股分派股息及紅利之順序、定額或定率；
  - (2) 特別股分派公司剩餘財產之順序、定額或定率；
  - (3) 特別股股東行使表決權之順序或限制（包括無表決權等）；
  - (4) 與特別股權利義務有關的其他事項；
  - (5) 公司被授權或被強制要購回特別股時，其贖回之方法；於不適用贖回權時，其聲明。

## 8. 發行新股

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，  
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- 8.1 公司發行新股，應經董事會三分之二以上董事之出席及出席董事過半數之同意。新股份之發行應限於公司之授權資本額內為之。
- 8.2 除股東於股東會另以普通決議為不同決議外，公司現金增資發行新股時，應公告及通知各股東其有優先認購權，得按照原有股份比例儘先分認。於決議發行新股之同一股東會，股東並得決議放棄優先認購權。公司應於前開公告中聲明，如股東未依指定之期限依原有股份比例認購新發行之股份者，則應視為喪失其優先認購權。在不違反第 6.3 條之規定下，如原有股東持有股份按比例不足以行使優先認購權認購一股新股者，數股東得依公開發行公司法令合併共同認購或歸併一人認購；如新發行之股份未經原有股東於指定期限內認購完畢者，公司得依公開發行公司法令將未經認購之新股於中華民國公開發行或洽由特定人認購之。
- 8.3 公司於中華民國境內辦理現金增資發行新股時，除董事會依據公開發行公司法令及 / 或金管會或櫃買中心（或證交所，如有適用）之指示而為公司無須或不適宜對外公開發行之決定外，應提撥發行新股總額之百分之十，在中華民國境內對外公開發行，但股東會另有較高提撥比率之決議者，從其決議。
- 8.4 股東之新股認購權得獨立於該股份而轉讓。新股認購權轉讓之規則和程序應依據公司制定的政策，且相關政策應符合法令、章程大綱、章程和公開發行公司法令。
- 8.5 第 8.2 條規定的股東優先認購權，在因下列原因或目的而發行新股時不適用：(a) 與他公司合併，公司分割或公司重整有關；(b) 與公司履行其認股權憑證及 / 或認股權契約之義務有關，包括第 11 條所提及者；(c) 與公司履行可轉換公司債或附認股權公司債之義務有關；(d) 與公司履行附認股權特別股之義務有關，(e) 與私募有關，或(f) 依據第 8.7 條所發行之限制性股份。
- 8.6 通知股東行使優先認購權的期間及其他規則和程序、實行方式，應依董事會所訂之政策制定，該相關政策應符合法令、章程大綱、章程和公開發行公司法令。
- 8.7 公司得以股東會特別（重度）決議發行予員工限制權利之新股（下稱「**限制性股份**」），第 8.2 條規定於發行限制性股份時不適用之。限制性股份之發行條款，包括其發行數量、發行價格及發行條件等應遵循公開發行公司法令之規定。
- 8.8 於不違反法令規定下，公司得以有代表已發行股份總數過半數股東之出席，出席股東表決權三分之二以上之同意辦理私募，其對象、有價證券種類、價格訂定及有價證券之轉讓限制等事項，應遵循公開發行公司法令。

## 9. 股份轉讓

- 9.1 於不違反法令或公開發行公司法令之規定下，公司發行的股份應得自由轉讓。

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- 9.2 於不違反章程和公開發行公司法令之規定下，股東得以簽署轉讓文件之方式轉讓股份。
- 9.3 於受讓人的名稱登記於公司股東名冊之前，讓與人應被視為股份持有者。
- 9.4 無論第 9.2 條之規定，於櫃買中心（或證交所，如有適用）交易股份之轉讓，在不違反公開發行公司法令的情況，董事會得以決議通過依櫃買中心（或證交所，如有適用）採用的有價證券轉讓方式為之。

## 10. 股份買回

- 10.1 於不違反法令、章程大綱及章程之情況下，公司得依據公開發行公司法令之規定，經董事會三分之二以上董事之出席及出席董事過半數決議之條件自櫃買中心（或證交所，如有適用）買回其股份。公司如決議依據章程自櫃買中心（或證交所，如有適用）買回任何股份，該董事會決議及其執行情形，應依據公開發行公司法令於最近一次之股東會向股東報告，該報告義務於公司因故未執行買回計畫時，亦同。
- 10.2 董事會得於買回或贖回任何股份前決定該股份應作為庫藏股持有之。
- 10.3 在不違反法令、章程或公開發行公司法令之情形下，董事得決定註銷庫藏股或按其認為合理條件下轉讓庫藏股（包括但不限於無償）予員工。
- 10.4 縱有第 10.3 條之規定，如公司買回任何於櫃買中心（或證交所，如有適用）交易之股份，並作為庫藏股持有之（下稱「買回庫藏股」），任何將買回庫藏股以低於實際買回股份之平均價格（下稱「平均買回價格」）轉讓予員工之提議，應經最近一次股東會有代表已發行股份總數過半數股東之出席，出席股東表決權三分之二以上之同意，並應於該次股東會召集事由中列舉並說明下列事項，且不得以臨時動議提出。
- 10.5 依據第 10.4 條買回而轉讓予員工之庫藏股總數，於轉讓任何庫藏股之日累計不得超過公司已發行股份總數之百分之五，且累計轉讓予單一員工之庫藏股總數於轉讓予該員工任何庫藏股之日，累計不得超過公司已發行股份總數之千分之五。公司並得限制員工在不得超過二年之期間內不得轉讓該股份。
- 10.6 縱有第 10.1 條至 10.5 條之規定，在不違反法令及公開發行公司法令之情形下，公司得經股東會普通決議強制贖回或買回公司股份並註銷，惟該贖回或買回除法令或公開發行公司法令另有規定外，應依股東所持股份比例為之。就該贖回或買回之給付（如有）應經通過該贖回或買回之普通決議，以現金或公司特定財產之分配為之，惟(a)相關股份於贖回或買回時將被註銷且不會作為公司之庫藏股，且(b)於以現金以外之財產分配予股東時，其類型、價值及抵充數額應(i)於股東會決議前經中華民國會計師查核簽證，及(ii)經該收受財產股東之同意。

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

## 11. 員工激勵計畫

- 11.1 公司得經董事會以三分之二以上董事之出席及出席董事過半數同意之決議，通過一個以上之激勵措施並得發行股份或選擇權、認股權憑證或其他類似之工具給公司及從屬公司之員工。規範此等激勵計畫之規則及程序應與董事會所制訂之政策一致，並應符合法令、章程大綱、章程和公開發行公司法令。
- 11.2 依前述第 11.1 條發行之選擇權、認股權憑證或其他類似之工具不得轉讓，但因繼承者不在此限。
- 11.3 公司得依上開第 11.1 條所定之激勵計畫，與其員工及從屬公司之員工簽訂認股權契約，約定於一定期間內，員工得認購特定數量的公司股份。此等契約之條款對相關員工之限制不得低於其所適用之激勵措施所載條件。
- 11.4 公司及其從屬公司之董事非本章程第 11 條所訂員工激勵計畫之對象，但倘董事亦為公司或其從屬公司之員工，該董事得基於員工身分（而非董事身分）參與員工激勵計畫。

## 12. 股份權利變更

- 12.1 無論公司是否處於清算程序，在任何時候，如果公司資本被劃分為不同種類的股份，則需經該類股份持有人之股東會特別決議始可變更該類股份所附屬之權利，但該類股份發行條件另有規定者不在此限。縱有前述規定，如果章程的任何修改或變更損害了任一種類股份的優先權，那麼該相關修改或變更應經特別決議通過，並應經該類股份股東個別之股東會的特別決議通過。
- 12.2 章程中與股東會有關的規定應適用於每一相同種類股份持有者的會議。
- 12.3 股份持有人持有發行時附有優先權或其他權利之股份者，其權利不因創設或發行與其股份順位相同之其他股份而被視同變更，但該類股份發行條件另有明確規定者不在此限。

## 13. 股份移轉

- 13.1 如果股東死亡，若該股份為共同持有時其他尚生存之共同持有人，或該股份是單獨持有時其法定代理人，為公司所認定唯一有權享有股份權益之人。死亡股東之財產就其所共有之股份所生之義務不因死亡而免除。
- 13.2 因股東死亡、破產、清算、解散或者因轉讓之外的任何其他情形而對股份享有權利的人，應以書面通知公司，且在董事會所可能要求的相關證據完成後，得寄發書面通知，選擇成為該相關股份之持有人或指定特定人成為該股份之持有人。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

#### 14. 章程大綱和章程的修改和資本變更

14.1 在不違反法令和章程就應經股東會普通決議處理事項之規定的情形下，公司應以特別決議為下列事項：

- (a) 變更其名稱；
- (b) 修改或增加章程；
- (c) 修改或增加章程大綱有關宗旨、權力或其他特別載明的事項；
- (d) 減少其資本和資本贖回準備金；及
- (e) 根據公司於股東會之決定，增加決議所規定的股本或註銷任何在決議通過之日尚未為任何人取得或同意取得的股份。但於變更額定資本額之情形，公司亦應向股東會提出修改。

14.2 在不違反法令和公開發行公司法令的情形下，公司非經特別（重度）決議不得為下列事項：

- (a) 出售、讓與或出租公司全部營業或對股東權益有重大影響的其他事項；
- (b) 解任任何董事；
- (c) 許可一個或多個董事為其自身或他人為屬於公司營業範圍內的其他商業活動的行為；
- (d) 使可分配股利及 / 或紅利及 / 或其他依第 35 條所規定款項之資本化；
- (e) 合併、分割或私募，但符合法令定義之合併應同時符合法令之規定；
- (f) 締結、變更或終止關於公司出租全部營業、委託經營或與他人經常共同經營之協議；
- (g) 讓與其全部或主要部分之營業或財產，但前述規定不適用於因公司解散所進行的轉讓；或
- (h) 取得或受讓他人的全部營業或財產而對公司營運有重大影響者。

14.3 在不違反法令、章程及公開發行公司法令所訂法定出席股份數門檻之規定下，有關公司解散之程序：

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

(a)如公司係因無法於其債務到期時清償而決議自願解散者，公司應以股東會普通決議為之；或

(b)如公司係因前述第 14.3 條(a)款以外之事由而決議自願解散者，公司應以特別決議為之。

## 15. 註冊處所

在不違反法令規定之情形下，公司得通過董事會決議變更其註冊處所之地點。

## 16. 股東會

16.1 除年度股東常會外之所有股東會，應稱為股東臨時會；

16.2 公司應於每一會計年度終了後六個月內召開一次股東會作為年度股東常會，並應在股東會召集通知中詳細說明。在這些會議上董事會應作相關報告（如有）。

16.3 公司應每年舉行一次年度股東常會；

16.4 股東會應於董事會指定之時間及地點召開，惟除法令或本條另有規定外，股東會應於中華民國境內召開。如在中華民國境外召開股東會，相關程序及核准應依中華民國相關主管機關之規定辦理。於中華民國境外召開股東會時，公司應委任中華民國之專業股務代理機構，受理該等股東會行政事務（包括但不限於受理股東委託投票事宜）。

16.5 董事會得召集股東會，且於經股東請求時，應立即進行公司股東臨時會之召集；

16.6 前條股東請求是指在股東提出請求日持有不低於當時已發行股份總數百分之三的股份，並且持有該股份至少一年之股東所作出的請求；

16.7 前條股東之請求，必須以書面記明提議事項及理由，並由提出請求者簽名，交存於註冊處所，且得由格式相似的數份文件構成，每一份由一個或多個請求者簽名；

16.8 如董事會於股東提出請求日起十五日內未為股東臨時會召集之通知，則提出請求之股東得依據公開發行公司法令自行召集股東臨時會。

## 17. 股東會通知

17.1 任何年度股東常會之召集，應至少於三十日前通知各股東，任何股東臨時會之召集，應至少於十五日前通知各股東。每一通知之發出日或視為發出日及送達日應不予計入。股東會通知應載明會議地點、日期、時間和召集事由，並應以下述方

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式發出，或經股東同意者，以電子方式發出，或以公司規定的其他方式發出。但如果經所有有權參加該股東會之股東（或其代理人）同意，則無論本章程所規定的通知是否已發出，也無論是否遵守章程有關股東會的規定，該公司股東會均應被視為已合法召集。

- 17.2 倘公司非因故意而漏向有權獲得通知之任一股東發出股東會通知，或其未收到股東會會議通知，該股東會會議之程序不因此而無效。
- 17.3 公司應於股東常會開會三十日前或股東臨時會開會十五日前，將股東會開會通知書、委託書用紙、有關承認案、討論案、選任或解任董事事項等各項議案之案由及說明資料製作成電子檔案傳送至公開資訊觀測站。公司股東會採行書面行使表決權者，並應將前開資料及書面行使表決權用紙，併同寄送給股東。
- 17.4 董事會並應依公開發行公司法令準備股東會議事手冊和補充資料供股東索閱，並陳列於公司及其股務代理機構，且應於股東會現場發放，並應依公開發行公司法令所規定之期限傳送至公開資訊觀測站。
- 17.5 與(a)選舉或解任董事，(b)修改章程，(c)(i)解散，合併或分割，(ii)訂立、修改或終止關於出租公司全部營業，或委託經營，或與他人經常共同經營之契約，(iii)讓與公司全部或主要部分營業或財產，(iv)受讓他人全部營業或財產而對公司營運有重大影響者，(d)許可董事為其自己或他人從事公司營業範圍內事務的行為，(e)以發行新股方式分配公司全部或部分盈餘，法定公積及或其他依第 35 條所規定款項之資本化，及(f)公司私募發行具股權性質之有價證券等有關的事項，應載明於股東會通知並說明其主要內容，且不得以臨時動議提出。
- 17.6 董事會應在公司之登記機構（如有適用）及公司位於中華民國境內之股務代理機構之辦公室備置公司章程、股東會議事錄、財務報表、股東名冊以及公司發行的公司債存根簿。股東得檢具利害關係證明文件，指定查閱範圍，隨時請求檢查、查閱或抄錄。
- 17.7 公司應依公開發行公司法令及法令之規定，將董事會準備的所有表冊，以及審計委員會準備之報告書（如有），備置於其登記機構（如有適用）及其位於中華民國境內之股務代理機構之辦公室。股東可隨時檢查和查閱前述文件，並可偕同其律師或會計師進行檢查和查閱。

## 18. 股東會事項

- 18.1 除非出席股東代表股份數達到法定出席股份數，股東會不得為任何決議。除章程另有規定外，代表已發行股份總數過半數之股東親自或委託代理人出席，應構成股東會之法定權數。



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- 18.2 董事會應根據公開發行公司法令之要求，提交其為年度股東常會所準備的營業報告書、財務報表、及盈餘分派或虧損撥補之議案供股東承認或同意，經股東會承認或同意後，董事會應根據公開發行公司法令，將經承認的財務報表及其副本、公司盈餘分派或虧損撥補決議分發給每一股東或於公開資訊觀測站以公告為之。
- 18.3 除本章程另有明文規定及不違反公開發行公司法令之外，如果在指定為股東會會議之時間開始時出席股東代表股份數未達法定出席股份數，或者在股東會會議進行中出席股東代表股份數未達法定出席股份數者，主席得宣布延後開會，但其延後次數以二次為上限，且延後時間合計不得超過一小時。如股東會經延後二次開會但出席股東代表股份數仍不足法定出席股份數時，主席應宣布該股東會流會。如仍有召集股東會之必要者，則應依章程規定重行召集一次新的股東會。
- 18.4 股東會如由董事會召集者，其主席應由董事長擔任之，董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定董事一人代理之，董事長未指定代理人或所指定之代理人因故不能行使代理職權時，應由其他出席之董事互推一人代理之。股東會如由董事會以外之其他召集權人召集者，主席由該召集權人擔任之，召集權人有二人以上時，應互推一人擔任之。
- 18.5 在會議上進行投票的決議應通過投票方式決定。在會議上進行投票的決議不得以舉手表決之方式決定之。在需要投票並計算多數決時，需注意章程授予每一股東的投票數。
- 18.6 在票數相同的情況下，主席均無權投下第二票或決定票。
- 18.7 章程任何內容不得妨礙任何股東向有管轄權之法院提起訴訟，以尋求與股東會召集程序之不當或不當通過決議有關的適當救濟，因前述事項所生之爭議應以臺灣臺北地方法院為第一審管轄法院。
- 18.8 除法令、章程大綱或章程另有明文規定外，任何於股東會上提出交由股東決議、同意、採行、確認者，應以普通決議為之。
- 18.9 於相關之股東名冊停止過戶期間前持有已發行股份總數百分之一以上股份之股東，得於由董事會制訂並經股東會普通決議同意之股東會議事規則所規定之範圍內，依該規則以書面向公司提出一項股東常會議案。下列提案均不列入議案：(a) 提案股東持股未達已發行股份總數百分之一者，(b) 該提案事項非股東會所得決議者，(c) 該提案股東提案超過一項者，或(d) 該提案於公告受理期間外提出者。

## 19. 股東投票

- 19.1 在不影響其股份所附有之任何權利或限制下，每一親自出席或委託代理人出席之股東於進行表決時，就其所持有的每一股份均有一表決權。

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- 19.2 除已在認定基準日被登記為股東，或者已繳納相關催繳股款或其他款項者外，任何人均無權在任何股東會或個別種類股份持有者的個別會議上行使表決權。
- 19.3 有表決權之股東對行使表決權者資格提出異議者，應提交主席處理，主席的決定具有終局決定性。
- 19.4 表決得親自進行或透過代理人進行。一股東僅得以一份委託書指定一個代理人出席會議並行使表決權。
- 19.5 持有超過一股以上的股東就任何決議應以相同方式行使其持有股份之表決權。惟股東係為他人持有股份時，股東得主張在不違反法令之範圍內依據公開發行公司法令分別行使表決權。
- 19.6 如股東會於中華民國召開者，董事會得決定股東於股東會之表決權得以書面投票或電子方式行使之。如股東會於中華民國境外召開者，股東行使表決權之方式應包括得採行以書面投票或電子方式行使表決權。如表決權得以書面投票或電子方式行使時，行使表決權之方式應載明於寄發予股東之股東會通知，其以書面投票或電子方式行使表決權意思表示應於股東會開會二日前送達公司，意思表示有重複時，以最先送達者為準。以前述方式行使表決權的股東應被視為已指派股東會主席為其代理人，以書面文件或電子文件中指示方式在股東會中行使其股份之表決權。惟此種指派不應視為依公開發行公司法令之委託代理人。擔任代理人之主席無權就書面或電子文件中未提及或載明之任何事項而行使該等股東之表決權，亦不應就股東會中提案之任何原議案之修訂或任何臨時動議行使表決權。以此種方式行使表決權之股東應視為已拋棄其就該次股東會之臨時動議及 / 或原議案之修正之通知及表決權之權利。如股東會主席未依該等股東之指示代為行使表決權，則該股份數不得算入已出席股東之表決權數，惟應算入計算股東會最低出席人數時之股數。
- 19.7 倘股東依第 19.6 條之規定向公司送達其以書面或電子方式行使表決權之意思表示後，至遲得於股東會開會前二日前，以與行使表決權相同之方式，另向公司送達其欲撤銷其之前行使表決權之意思表示，且該等撤銷構成依據第 19.6 條指派股東會主席為其代理人之意思表示之撤銷。倘股東依據第 19.6 條以書面或電子方式行使表決權之意思表示後，超過前述撤銷其意思表示之期限者，依據第 19.6 條視為指派股東會主席為其代理人之意思表示將無法撤銷，並應由主席在股東會中代為行使其股份之表決權。
- 19.8 倘股東已按第 19.6 條之規定指派主席為代理人透過書面投票或電子方式行使表決權者，仍以委託書委託其他代理人出席股東會者，則其後之委託其他代理人應視為已撤銷按第 19.6 條規定對於主席為代理人之指派。

## 20. 代理

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- 20.1 委託代理人之委託書應以書面為之，由委託人或其正式授權的被授權人書面簽署。如委託人為公司時，則由其正式授權的高級職員或被授權人進行簽署。代理人不需要是公司股東。
- 20.2 出席股東會委託書之取得，應受下列限制：
- (a) 委託書之取得不得以金錢或其他利益為交換條件。但代公司發放股東會紀念品或徵求人支付予代為處理徵求事務者之合理費用，不在此限。
  - (b) 委託書之取得不得以他人名義為之。
  - (c) 徵求取得之委託書不得作為非屬徵求之委託書以出席股東會。
- 20.3 除股務代理機構外，受託代理人所受委託之人數不得超過三十人。受託代理人受三人以上股東委託者，應於股東會開會五日前，依其適用之情形檢附下列文件送達公司或其股務代理機構：(a) 聲明書聲明委託書非為自己或他人徵求而取得；(b) 委託書明細表乙份，及(c) 經簽名或蓋章之委託書。
- 20.4 股東會無選舉董事之議案時，公司得委任股務代理機構擔任股東之受託代理人。相關委任事項應於該次股東會委託書使用須知載明。股務代理機構受委任擔任受託代理人者，不得接受任何股東之全權委託，並應於公司股東會開會完畢五日內，將委託出席股東會之委託明細、代為行使表決權之情形，契約書副本及中華民國證券主管機關所規定之事項，製作受託代理出席股東會彙整報告，並備置於股務代理機構處。
- 20.5 除股東依照第 19.6 條規定指派股東會主席為代理人透過書面投票或電子方式行使表決權，或根據中華民國法律組織的信託事業，或依公開發行公司法令核准的股務代理機構外，一人同時受兩人以上股東委託時，其代理的有權表決權數不得超過股票停止過戶前已發行股份總數表決權的百分之三；超過時其超過的表決權，不予計算。為免疑義，依第 20.4 條經公司委任之股務代理機構所代理之股數，不受前述已發行股份總數表決權百分之三之限制。
- 20.6 受三人以上股東委託之受託代理人，其代理之股數不得超過其本身持有股數之四倍，且不得超過已發行股份總數之百分之三。
- 20.7 倘股東以書面投票或電子方式行使表決權，並委託受託代理人出席股東會，以受託代理人出席行使之表決權為準。如任何股東於委託代理人出席股東會後欲親自出席股東會或欲以書面或電子方式行使表決權者，應於股東會開會二日前，以書面向公司為撤銷委託之通知。逾期撤銷者，以委託代理人出席行使之表決權為準。
- 20.8 一股東以出具一委託書，並以委託一人為限。委託書應於股東會開會五日前送達公司註冊處所，或送達在股東會召集通知或公司寄出之委託書上所指定之處所。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，  
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

公司收受之委託書有重複時，除該股東於後送達之委託書中以書面明確撤銷先送達之委託書外，以最先送達於公司者為準。

- 20.9 委託書應以公司核准之格式為之，並載明僅為特定股東會所為。委託書格式內容應至少包括(a)填表須知、(b)股東委託行使事項及(c)股東、受託代理人及徵求人(如有)基本資料等項目，並與股東會召集通知同時提供予股東。此等通知及委託書用紙應於同日分發予所有股東。
- 20.10 股東會有選舉董事之議案者，委託書於股東會開會前應經公司之股務代理機構或其他股務代理機構予以統計驗證。其驗證內容如下：
- (a)委託書是否為基於公司權限所印製；
  - (b)委託人是否簽名或蓋章於委託書上；
  - (c)委託書上是否填具徵求人或受託代理人(依其適用之情形)之姓名，且其姓名是否正確。
- 20.11 委託書、議事手冊或其他會議補充資料、徵求人徵求委託書之書面及廣告、委託書明細表、基於公司權限印發之委託書用紙及其他文件資料之應記載主要內容，不得有虛偽或欠缺之情事。
- 20.12 根據委託書條款所為之表決，除公司在委託書所適用之該股東會或股東會延會開始前二日前，於註冊處所收到書面通知外，其所代理之表決均屬有效。前揭通知應敘明撤銷委託之原因係因被代理人於出具委託書時不具行為能力或不具委託權力者或其他事由。
- 20.13 委託受託代理人之股東得於股東會後七日內應有權向公司或其股務代理機構請求查閱該委託書之使用情形。
- 20.14 公司於中華民國境外召開股東會時，應於中華民國境內委託專業股務代理機構，受理股東投票事宜。

## 21. 委託書徵求

除法令及章程另有規定外，委託書徵求之相關事宜，悉依照中華民國公開發行公司出席股東會使用委託書規則之規定辦理。

## 22. 異議股東股份收買請求權

- 22.1 在下列決議為股東會通過的情況下，於會議前已以書面通知公司其反對該項決議之意思表示，並在股東會上再次提出反對意見的股東，可請求公司以當時公平價格收買其所有之股份：

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- (a) 公司締結，修改或終止有關出租公司全部營業，委託經營或與他人經常共同經營的契約；
- (b) 公司轉讓其全部或主要部分的營業或財產，但公司因解散所為的轉讓不在此限；
- (c) 公司受讓他人全部營業或財產，對公司營運產生重大影響者。

22.2 在公司營業之任一部分被分割或與另一公司進行合併的情況下，放棄對該議案之表決權並就該議案在股東會前或股東會中以書面表示異議，或以口頭表示異議（並經記錄）的股東，得要求公司以當時公平價格收買其所有之股份。

22.3 前兩條所規定的請求應在決議日起二十日內，提出記載請求買回之股份種類和數額的書面請求於公司。在公司與提出請求的股東就該股東所持股份之收買價格（以下稱「股份收買價格」）達成協定的情況下，公司應在決議日起九十日內支付價款。在公司未能在決議日起六十日內與股東達成協定的情況下，股東可在該六十日期限之後的三十日內，聲請中華民國有管轄權的法院為股份收買價格之裁定，該法院所作出的裁定對於公司和提出請求的股東之間僅就有關股份收買價格之事項具有拘束力和終局性。

22.4 前述股份收買價款的支付應與股票的交付同時為之，且股份的移轉應於受讓人之姓名登錄於股東名冊時生效。

### 23. 法人股東

任何公司組織或其他非自然人為股東時，其得根據其組織文件，或如組織文件沒有相關規範時以董事會或其他有權機關之決議，授權其認為適當之人作為其在公司會議或任何類別股東會的代表，該被授權之人有權代表該法人股東行使與作為個人股東所得行使之權利相同的權利。

### 24. 無表決權股份

24.1 公司持有自己之股份者（包括透過從屬公司持有者）不得在任何股東會上直接或間接行使表決權，亦在任何時候不算入已發行股份之總數。

24.2 對於股東會討論之事項，有自身利害關係且其利益可能與公司之利益衝突的股東，就其所持有的股份，不得在股東會上就此議案加入表決，但為計算法定出席股份數門檻之目的，此等股份仍應計入出席該股東會股東所代表之股份數。前述股東亦不得代理其他股東行使表決權。

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- 24.3 董事以其所持股份設定質權者，應將設定情事通知公司。董事以股份設定質權超過選任當時所持有之公司股份數額二分之一時，其超過之股份不得行使表決權，不算入已出席股東之表決權數。

## 25. 董事

- 25.1 公司董事會，設置董事人數（包括獨立董事）五人至十一人，每一董事任期三年，得連選連任。於符合相關法令要求（包括但不限於對上市櫃公司之要求）之前提下，公司得於前述董事人數範圍內隨時以董事會決議增加或減少董事的人數。
- 25.2 除經櫃買中心（或證交所，如有適用）核准者外，董事間應有超過半數之席次，不得具有配偶關係或二親等以內之親屬關係。
- 25.3 公司召開股東會選任董事，當選人不符第 25.2 條之規定時，於符合第 25.2 條要求之範圍內，不符規定之董事中所得選票代表選舉權較低者，其當選應視同失效。已充任董事違反前述規定者，當然解任。
- 25.4 除公開發行公司法另有規定者外，應設置獨立董事人數不得少於三（3）人。就公開發行公司法要求之範圍內，獨立董事其中至少一人應在中華民國境內設有戶籍，且至少一名獨立董事應具有會計或財務專業知識。
- 25.5 獨立董事應具備專業知識，且於執行董事業務範圍內應保持獨立性，不得與公司有直接或間接之利害關係。獨立董事之專業資格、持股與兼職限制、獨立性之認定，應依公開發行公司法之規定。
- 25.6 繼續一年以上持有公司已發行股份總數百分之三以上之股東，得以書面請求審計委員會為公司對董事提起訴訟，並得以有管轄權之法院為第一審管轄法院。股東提出請求後三十日內，審計委員會不提起訴訟時，股東得為公司提起訴訟，並得以有管轄權之法院為第一審管轄法院。

## 26. 董事會權力

- 26.1 於符合法令，章程大綱和章程以及依股東會普通決議、特別決議以及特別（重度）決議所作指示之情形下，公司業務應由可以行使公司全部權力的董事會管理之。如果在對章程大綱或章程進行變更或股東會作出前述任何指示前，董事會所為的行為是有效的，則對章程大綱或章程所為的變更及前述相關指示的作出，不得使董事會的該等先前行為無效。合法召集之董事會於符合法定出席人數時，得行使所有董事會得行使之權力。
- 26.2 所有支票、本票、匯票和其他可流通票據以及向公司支付款項的所有收據，應以董事會決議所決定之方式為簽名、簽發、承兌、背書或以董事會決議之其他方式簽署。

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- 26.3 董事會得行使公司全部權力，而為公司進行借款、對公司之保證、財產和未催繳之股本設定抵押或收取全部或部分費用，或以直接購買或是作為公司或任何第三人債務、責任或義務的擔保之用而發行債券、信用債券、設定抵押、公司債券或其他相關證券。
- 26.4 公司得購買董事責任保險，且董事會應參考中華民國國內及海外同業水準決議該保險之相關條件。
- 26.5 董事應忠實執行業務並盡善良管理人之注意義務，如有違反致公司受有損害者，負損害賠償責任。公司得以股東會普通決議，將該違反義務行為之所得，當作該違反義務行為係為公司利益所為而視其為公司之所得。如董事對於公司業務之執行，因違反法令致公司受有損害時，該董事應對公司負賠償之責。以上義務，於經理人亦有適用。

## 27. 董事任命和免職

- 27.1 公司得於任何股東會以多數決，或低於多數時以最多票決，選任任何人為董事，此等投票應依下述第 27.2 條計票。公司得以特別（重度）決議解任任一董事。有代表公司已發行股份總數過半數之股東出席（親自出席或委託出席）者，應構成選舉一席或以上董事之股東會之法定出席股份數。
- 27.2 董事之選舉應依票選制度採行累積投票制，其程序由董事會通過且經股東會普通決議採行之，每一股東得行使之投票權數與其所持之股份乘上應選出董事人數之數目相同（以下稱「特別投票權」），任一股東行使之特別投票權總數得由該股東依其選票所指明集中選舉一名董事候選人，或分配選舉數董事候選人。無任一投票權限於特定種類、派別或部別，且任一股東均應得自由指定是否將其所有投票權集中於一名或任何數目之候選人而不受限制。由所得選票代表投票權較多之候選人，當選為董事。如選任超過一名以上之董事時，由所得選票代表投票權較其他候選人為多者，當選為董事。該累積投票制度的規則和程序，應隨時符合董事會所制定並經股東會普通決議通過的政策，該政策應符合章程大綱，章程和公開發行公司法令的規定。
- 27.3 董事會得採用符合公開發行公司法令之候選人提名制度。該候選人提名的規則和程序應符合董事會所擬訂並經股東會普通決議通過後所隨時制定的政策，該政策應符合法令，章程大綱，章程和公開發行公司法令的規定。
- 27.4 法人為股東時，得由其代表人當選為董事。代表人有數人時，並得分別當選。

## 28. 董事職位之解任

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

28.1 本章程縱有相反之規定，公司得於董事任期未屆滿前，以普通決議改選全體董事，並按第 27.1 條規定選舉新任董事，且現任董事除通過改選之決議另有決議外，應視為於通過該決議時在任期屆滿前解任。

28.2 任一董事如果發生下列情事之一者，該董事應當然解任：

- (a) 其以書面通知公司辭任董事職位；
- (b) 其死亡，破產或廣泛地與其債權人為協議或和解；
- (c) 其被有管轄權法院或官員以其為或將為心智缺陷，或因其他原因而無法處理自己事務為由而作出裁決，或依其所適用之法令其行為能力受限制；
- (d) 其從事不法行為經有罪判決確定，且服刑期滿尚未逾五年；
- (e) 其因刑事詐欺、背信或侵占等罪，經判處一年以上有期徒刑確定，且服刑期滿尚未逾二年；
- (f) 其從事公職期間因侵占公司款項或公共資金經有罪判決確定，且服刑期滿尚未逾二年；
- (g) 其使用票據經拒絕往來尚未期滿；
- (h) 在任期中轉讓股份超過選任當時所持有公司股份數額二分之一時；
- (i) 經股東會特別（重度）決議解任其董事職務；或
- (j) 董事若在其執行職務期間所從事之行為對公司造成重大損害，或嚴重違反相關適用之法律及 / 或規章或章程大綱和章程，但未經公司依特別（重度）決議將其解任者，則持有已發行股份總數百分之三以上股份之股東有權自股東會決議之日起三十日內，以公司之費用，訴請有管轄權之法院解任該董事，而該董事應於該有管轄權法院為解任董事之終局判決時被解任之。為免疑義，倘一相關法院有管轄權而得於單一或一連串之訴訟程序中判決前開所有事由者，則為本條款之目的，終局判決應係指該有管轄權法院所為之終局判決。

如董事當選人有前項第(b)、(c)、(d)、(e)、(f)或(g)款情事之一者，該董事當選人應被取消董事當選人之資格。董事當選人於就任前轉讓超過選任當時所持有之公司股份數額二分之一時，或於股東會召開前之停止股票過戶期間內，轉讓持股超過二分之一時，其當選失其效力。

## 29. 董事會事項



本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，  
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- 29.1 董事會得訂定董事會進行會議所需之最低法定出席人數，除董事會另有訂定外，法定出席人數應為超過經選任之董事總席次的一半。董事因故解任，致不足五人者，公司應於最近一次股東會補選之。如公司董事會缺額席次達經選任之董事總席次三分之一時，董事會應於六十日內召開股東會補選董事以填補缺額。
- 29.2 除公開發行公司法令另有規定外，獨立董事因故解任，致人數不足三人時，公司應於最近一次股東會補選之。除公開發行公司法令另有規定外，所有獨立董事均解任時，董事會應於六十日內，召開股東臨時會補選獨立董事以填補缺額。
- 29.3 於符合章程規定之情形下，董事會得以其認為適當的方式規範其程序。任何提議應經由多數決決定。在得票數相等的情況下，主席不得投下第二票或決定票。
- 29.4 出席董事會人員得透過視訊會議方式出席董事會或董事委員會。以該方式參加會議者，視為親自出席。本公司董事會或董事委員會召開之地點與時間，應於本公司所在地及辦公時間或便於董事出席且適合董事會或董事委員會召開之地點及時間為之。
- 29.5 任一董事或經任一董事授權之本公司高級職員者得召集董事會，並應至少於七日前以書面通知（得傳真或電子郵件通知）每一董事，該通知並應載明討論事項之概述。但有緊急情事時，得於依據公開發行公司法令發出召集通知後隨時召集之。
- 29.6 續任董事得履行董事職務不受部分董事因解任而職位空缺之影響，惟如續任董事之人數低於章程所規定的必要董事人數時，續任董事僅得召集股東會，不得從事其他行為。
- 29.7 董事會應依其決議訂定董事會之議事規則，並將該議事規則提報於股東會，且該議事規則應符合章程及公開發行公司法令之規定。
- 29.8 對於任何董事會或董事委員會所做成的行為，即便其後發現董事選舉程序有瑕疵，或相關董事或部分董事不具備董事資格，該行為仍與經正當程序選任之董事或董事具備董事資格的情況下所作出的行為具有同等效力。
- 29.9 董事得以書面委託代理人代理出席董事會。代理人應計入法定出席人數，代理人在任何情況下所進行的投票應視為原委託董事的投票。

### 30. 董事利益

- 30.1 董事在其任董事期間，可同時擔任本公司任何其他帶薪職位，其期間、條件及報酬等董事會得決定之。
- 30.2 董事之報酬僅得以現金給付。該報酬之金額應由董事會決定且應參酌董事對公司經營之服務範圍與價值及中華民國國內及海外之同業給付水準。

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

- 30.3 除法令或公開發行公司法另有禁止外，董事得以個人或其公司的身份在專業範圍內代表本公司，該董事個人或其公司有權就其提供之專業服務收取相當於如其非為董事情況下的同等報酬。
- 30.4 董事如在公司業務範圍內為自己或他人從事行為，應在從事該行為之前，於股東會上向股東揭露該等利益的主要內容，並在股東會上取得特別（重度）決議許可。如果董事違反本條規定，為自己或他人為該行為時，股東得以普通決議，要求董事交出自該行為所獲得的任何和所有收益，但自相關所得發生後逾一年者，不在此限。
- 30.5 不管本條（第 30 條）是否有任何相反之規定，對董事會會議討論事項有個人利害關係且其利益與公司利益可能衝突之董事，應於當次董事會說明其自身利害關係及其重要內容，且不得行使表決權或代理其他董事行使表決權，根據上述規定不得行使表決權或代理行使表決權的董事，其表決權不應計入已出席董事會會議董事的表決權數。

### 31. 議事錄

董事會應將有關董事會對高級職員的所有任命、公司會議事項、任何種類股份持有股東之股東會、董事會及董事委員會，包括每一會議出席董事的姓名等事項，集結成議事錄並整理成冊。

### 32. 董事會權力之委託

- 32.1 董事會得於遵守公開發行公司法之情形下，將其任何權力委託給由一位或多位董事所組成的委員會行使。如果認為需要常務董事或擔任其他行政職位的董事行使相關權力，亦得委託常務董事或擔任其他行政職位的董事行使之，但倘若受委託之常務董事中止董事一職，對常務董事的委託應撤回。任何此種委託得受董事會所訂定之條件約束，附屬於或獨立於董事會之權力，並得撤回和變更。於章程中規範董事會事項的內容有所調整時，前述董事委員會亦應受章程中規範董事會事項之規範（如得適用時）。
- 32.2 董事會得設立委員會，並得任命任何人為經理或管理公司事務之代理人，並得指定任何人作為委員會的成員。任何此種指定應受董事會所訂定之條件約束，附屬於或獨立於董事會之權力，並得撤回和變更。於章程中規範董事會事項的內容有所調整時，前述相關委員會亦應受其規範（如得適用時）。
- 32.3 董事可以根據董事會訂定之條件，以委託書授權或以其他方式指定公司代理人，但該委託不得排除董事自身權力，且該委託得於任何時候由董事撤回。
- 32.4 董事會可經由授權委託書或以其他方式指定任何公司，事務所、個人或主體（無論由董事會直接提名或間接提名）作為公司之代理人或有權簽署人，在董事會認為

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適當的條件與期間下，擁有相關權力、授權及裁量權（惟不得超過根據本章程董事會所擁有或得以行使的權力）。任何授權和其他委託，可包含董事會認為適當，有關保護進行委託或授權簽署事項人員和為其提供方便的規定。董事亦得授權相關代理人或授權簽署人將其所擁有的權力、授權及裁量權再為委託。

- 32.5 在不違反喪失資格和解任的相關規定下，董事會應選舉董事長，且得以其認為適當的條件和薪酬指定其認為必要的其他高級職員，履行其認為適當的義務，除非其任命條件另有說明，否則得透過董事會決議解雇該高級職員。
- 32.6 不管本條（第 32 條）是否有任何相反之規定，除公開發行公司法令另有規定外，董事會應設立由全體獨立董事組成的審計委員會，其中一人為召集人，且在公開發行公司法令要求之範圍內，至少有一人需具有會計或財務專長。審計委員會決議應經該委員會半數或超過半數成員同意。審計委員會規則和程序應符合隨時經審計委員會成員提案並經董事會通過的政策，相關政策應符合法令、章程大綱、章程及公開發行公司法令之規定與金管會或櫃買中心（或證交所，依其所適用之情形）之指示或要求（如有）。此外，董事會應依其決議訂定審計委員會組織規程，且該規程應符合章程及公開發行公司法令之規定。
- 32.7 任何下列公司事項應經審計委員會半數或超過半數成員同意，並提交董事會進行決議：
- (a) 訂定或修正公司內部控制制度；
  - (b) 內部控制制度有效性之考核。
  - (c) 訂定或修正重大財務或業務行為之處理程序，例如取得或處分資產、衍生性商品交易、資金貸與他人，或為他人背書或保證；
  - (d) 涉及董事自身利害關係之事項；
  - (e) 重大之資產或衍生性商品交易；
  - (f) 重大之資金貸與、背書或提供保證；
  - (g) 募集、發行或私募具有股權性質之有價證券；
  - (h) 簽證會計師之委任、解任或報酬；
  - (i) 財務、會計或內部稽核主管之任免；
  - (j) 年度及半年度財務報告；
  - (k) 公司隨時認定或監督公司之任一主管機關所要求的任何其他事項。

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

前項第(a)款至第(k)款規定的任何事項，除第(j)款以外，如未經審計委員會成員半數或超過半數同意者，得僅由全體董事三分之二或以上同意行之，不受前項規定之限制，並應於董事會議事錄載明審計委員會之決議。

- 32.8 董事會應依照公開發行公司法令設立薪資報酬委員會。薪資報酬委員會委員之人數、專業資格、持股與兼職限制、獨立性之認定，應依公開發行公司法令之規定，席次不低於三席，並由其中一人擔任薪資報酬委員會主席。薪資報酬委員會規則和程序應符合經薪資報酬委員會成員提案並經董事會通過的政策，相關政策應符合法令、章程大綱、章程及公開發行公司法令之規定，及金管會或櫃買中心（或證交所，依其所適用之情形）之指示及要求。董事會應依其決議訂定薪資報酬委員會組織規程，且該規程應符合章程及公開發行公司法令之規定。
- 32.9 前條薪資報酬應包括董事及經理人之報酬、薪資、股票選擇權與其他獎勵性給付。除公開發行公司法令有明文規定外，第 32.9 條所述之經理人係指副總經理級以上具有決策權之主管級經理。

### 33. 印章

- 33.1 如經董事會決定，則公司得有一印章。該印章僅能依董事會或董事會授權之董事委員會之授權使用之。印章之使用應依董事會制訂之印章使用規則（董事會得隨時修改之）為之。
- 33.2 公司得在開曼群島境外的任何地方持有複製的印章以供使用，每一複製印章均應是公司印章的精確複製品，並由董事會指定之人保管，且若經董事會決定，得在複製印章的表面加上其使用所處地點的名稱。
- 33.3 董事會授權之人得在要求其須以印章進行驗證的文件上，或在提交開曼群島或其他地方公司登記機關的任何公司文件上，將印章加蓋於其簽名之上。

### 34. 股利、利益分派和公積

- 34.1 本公司得依董事會擬訂並經股東會以普通決議通過之利潤分配計畫分配利潤。董事會應以下述方式擬訂該利潤分配計畫：本公司應就年度淨利先彌補歷年虧損，並提撥剩餘利潤之 10% 作為特別盈餘公積，直至累積特別盈餘公積相當於本公司之資本總額。本公司並得提撥不超過所餘利潤之 3% 作為董事酬勞。董事會應於盈餘分派之議案中明訂分派予董事酬勞之成數，股東得於決議同意前修改該提案。任何所餘利潤得依開曼公司法及公開發行公司法令，在考量財務、業務及經營因素後作為股利（包括現金或股票）或紅利進行分配，惟相關現金股利部分不得低於該年度擬分配利潤之 10%。
- 34.2 在不違反法令和本條規定的情形下，董事會可公告已發行股份的股利和盈餘分派，並授權使用公司合法獲得的資金支付股利或盈餘分派。除以公司已實現或未

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實現盈餘、股份溢價帳戶或經法令允許的其他款項支付股利或為盈餘分派外，不得支付股利或為分派。

- 34.3 除股份所附權利另有規定者外，應根據股東持有股份之比例分派支付所有股利。如果股份發行的條件是從某一特定日期開始計算股利，則該股份之股利應依此計算。
- 34.4 股東如有因任何原因應向公司支付任何款項，董事會得從應支付予股東的股利或盈餘分派中扣除。
- 34.5 董事會於經股東會之普通決議通過後得宣佈全部或部分股利以外之分派以特定資產為之（尤其是其他公司之股份、債券或證券），或以其中一種或多種方式支付，在此種分配發生困難時，董事會得以其認為便利的方式解決，並確定就特定資產分配之價值或其一部之價值，且得決定於所確定價值的基礎上向股東支付現金以調整所有股東的權利，並且如果董事會認為方便，可就特定資產設立信託。
- 34.6 任何股利，分派，利息或與股份有關的其他現金支付款項得以匯款轉帳給股份持有者，或以支票或認股權憑證直接郵寄到股份持有者的登記地址。每一支票或認股權憑證應憑收件人的指示支付。
- 34.7 任何股利或分派不得向公司要求加計利息。
- 34.8 不能支付給股東的股利及 / 或在股利公告日起六個月之後仍無人主張的股利，可根據董事會的決定，支付到以公司名義開立的獨立帳戶，但該公司不得成為該帳戶的受託人，且該股利仍然為應支付給股東的債務。如於股利公告日起六年之後仍無人請求的股利將被認為股東已拋棄其可請求之權利，該股利並轉歸公司所有。

## 35. 資本化

在不違反第 14.2(d)條規定的情形下，董事會可將列入公司準備金帳戶（包括股份溢價帳戶和資本贖回準備金）的任何餘額，或列入損益帳戶的任何餘額，或其他可供分配的款項予以資本化，並依據如以股利分配盈餘時之比例分配此等金額予股東。並代表股東將此等金額用以繳足供分配之未發行股份股款，記為付清股款之股份並依前述比例分配予股東。在這種情況下，董事會應為使該資本化生效所需之全部行為及事項，董事會並有全權制訂其認為適當的規範，使股份將不會以小於最小單位的方式分配（包括規定該等股份應分配之權利應歸公司所有而非該股東所有）。董事會可授權任何人代表所有就此具利益關係之股東與公司訂立契約，規定此等資本化事項以及其相關事項。任何於此授權下所簽訂之契約均為有效且對所有相關之人具有拘束力。

## 36. 公開收購

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惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

董事會於公司或公司依公開發行公司法令指派之訴訟及非訟代理人接獲公開收購申報書副本及相關書件後 7 日內，應對建議股東接受或反對本次公開收購做成決議，並公告下列事項：

1. 董事及持有公司已發行股份超過百分之十之股東自己及以他人名義目前持有之股份種類、數量。
2. 就本次公開收購對股東之建議，並應載明對本次公開收購棄權投票或持反對意見之董事姓名及其所持理由。
3. 公司財務狀況於最近期財務報告提出後有無重大變化及其變化說明（如有）。
4. 董事及持有公司已發行股份超過百分之十之股東自己及以他人名義持有公開收購人或其關係企業之股份種類、數量及其金額。

### 37. 會計帳簿

- 37.1 董事會應在適當會計帳簿上記錄與公司所有收受和支出相關的款項、收受或支出款項發生的相關事宜、公司所有的物品銷售和購買，以及公司的資產和責任。如會計帳簿不能反映公司事務的真實和公正情況並解釋其交易，則不能視為公司擁有適當的帳簿。
- 37.2 董事會應決定公司會計帳簿或其中一部分是否公開供非董事之股東檢查，以及在什麼範圍內，什麼時間和地點，根據什麼條件或規定進行檢查。除非經法令授權、董事會授權或公司股東會同意者外，非董事之股東沒有權利檢查公司任何會計帳簿或文件。
- 37.3 董事會得依法令之要求備置損益表、資產負債表、合併報表（如有）以及其他報告和帳簿於股東會。
- 37.4 所有董事會會議、董事委員會會議和股東會之議事錄和書面記錄應以中文為之，並附英文翻譯。在中文版本與其英文翻譯有不一致的情形，應以中文版本為準。但於決議須向開曼群島公司登記處申請登記之情形，應以英文版本為準。
- 37.5 委託書及依章程與相關規定製作之文件、表冊、媒體資料，應保存至少 1 年。但與股東提起訴訟相關之委託書、文件、表冊及/或媒體資料，如訴訟超過 1 年時，應保存至訴訟終結為止。

### 38. 通知

- 38.1 通知應以書面為之，且得由公司交給股東個人，或透過快遞、郵寄、越洋電報、電傳或電子郵件發送給股東，或發送到股東名冊中所顯示的位址（或者在透過電

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

子郵件發送通知時，將通知發送至股東所提供的電子郵件位址）。如果通知是從一個國家郵寄到另一個國家，應以航空信寄出。

- 38.2 當透過快遞發出通知時，將通知提交快遞公司之日，應視為通知寄送生效日，並且通知提交快遞後的第三日（不包括週六、週日或國定假日），應視為收到通知之日。當通知透過郵寄發出時，適當填寫地址、預先支付款項以及郵寄包含通知之信件之日，應視為通知寄送生效日，並且於通知寄出後的第五日（不包括週六、週日或國定假期），應視為收到通知的日期。當通知透過越洋電報或電傳發出通知時，適當填寫地址並發出通知之日，應視為通知寄送生效日，其傳輸當日應視為通知收到日期。當通知透過電子郵件發出時，將電子郵件傳送到指定接受者所提供的電子郵件位址之日，應視為通知寄送生效日，電子郵件發送當日應視為收到通知的日期，無須接受者確認收到電子郵件。
- 38.3 公司得以與發送本章程所要求其他通知相同的方式，向因股東死亡或破產而被公司認為有權享有股份權利之人發送通知，並以其姓名、死者的代理人名稱、破產管理人或主張權利之人提供之地址中所為類似之描述為收件人，或者公司可以選擇以如同未發生死亡或破產情事下相同之方式發送通知。
- 38.4 每一股東會的通知應以上述方式，向在認定基準日於股東名冊被記載為股東之人為之，或於股份因股東死亡或破產而移交給法定代理人或破產管理人時，向法定代理人或破產管理人為之，其他人無權接受股東會通知。

## 39. 清算

- 39.1 如果公司進入清算之程序，且可供股東分配的財產不足以清償全部股份資本，該財產應予以分配，以使股東得依其所持股份比例承擔損失。如果在清算過程中，可供股東間分配的財產顯足以抵償清算開始時的全部股份資本，得於扣除有關到期款項或其他款項後，將超過之部分依清算開始時股東所持股份之比例在股東間進行分配。本條規定不損及依特殊條款和條件發行的股份持有者之權利。
- 39.2 如果公司應清算，經公司特別決議同意且取得任何法令所要求的其他許可並且符合公開發行公司法令的情況下，清算人得依其所持股份比例將公司全部或部分之財產（無論其是否為性質相同之財產）分配予股東，並可為該目的，對任何財產進行估價並決定如何在股東或不同類別股東之間進行分配。經同前述之決議同意及許可，如清算人認為適當，清算人得為股東之利益，將此等財產之全部或一部交付信託。但股東不應被強迫接受負有債務或責任的任何財產。

## 40. 財務年度

除董事會另有規定，公司財務年度應於每年 12 月 31 日結束，並於公司設立當年度起，於每年 1 月 1 日開始。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

#### 41. 註冊續展

如果公司根據法令為一豁免公司，則可依據法令並經特別決議，延長公司之註冊並依開曼群島外之其他準據法進行公司實體登記而繼續存續，並註銷在開曼群島之登記。

#### 42. 訴訟及非訴訟之代理人

在不違反法令之情形下，公司應以董事會決議在中華民國境內指定在中華民國境內有住所或居所之自然人為其依公開發行公司法令之訴訟及非訴訟之代理人，並以之為公開發行公司法令在中華民國境內之負責人。公司應將該指定及其變更依據公開發行公司法令向中華民國主管機關申報。

*- 頁面其餘部分有意空白 -*



附錄二

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，  
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

**THE COMPANIES LAW (AS REVISED)  
OF THE CAYMAN ISLANDS  
COMPANY LIMITED BY SHARES**

**FOURTH AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**COWEALTH MEDICAL HOLDING CO., LTD.**

- Incorporated November 4, 2005 -

(as adopted by a Special Resolution dated as of June [18], 2015)

**THE COMPANIES LAW (AS REVISED)  
OF THE CAYMAN ISLANDS  
COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION  
OF  
COWEALTH MEDICAL HOLDING CO., LTD.**

(as adopted by a Special Resolution dated as of June [18], 2015)

- 1 The name of the Company is Cowealth Medical Holding Co., Ltd.
- 2 The registered office of the Company shall be at the offices of Britannia Corporate Management Limited located at , P.O. Box 1968, Plantation House, 196 Raleigh Quay, Grand Cayman, KY1-1104, Cayman Islands, or at such other place as the Directors may from time to time decide.
- 3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2011 Revision) or as the same may be revised from time to time, or any other law of the Cayman Islands.
- 4 The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.
- 5 The authorised capital of the Company is New Taiwan Dollars 1,575,000,000.00 divided into 157,500,000 shares of New Taiwan Dollars 10.00 each provided always that subject to the provisions of the Companies Law (2011 Revision) as amended and the Articles of Association, the Company shall have power to redeem or purchase any or all of such shares and to sub-divide or consolidate the said shares of any of them and to issue all or any part of its capital whether priority or special privilege or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide every issue of shares whether stated to be Ordinary, Preference or otherwise shall be subject to the powers on the part of the Company hereinbefore provided.
- 6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.
- 7 Capitalised terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.

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**THE COMPANIES LAW (AS REVISED)  
OF THE CAYMAN ISLANDS  
COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED ARTICLES OF ASSOCIATION  
OF  
COWEALTH MEDICAL HOLDING CO., LTD.**

(as adopted by a Special Resolution dated as of June [18], 2015)

**2 Interpretation**

- 2.1 In the Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

<b>“Applicable Public Company Rules”</b>	means the R.O.C. laws, rules and regulations affecting public reporting companies or companies listed on any R.O.C. stock exchange or securities market, including, without limitation, the relevant provisions of the Company Law, Securities and Exchange Law, the Enterprise Mergers and Acquisitions Law, the rules and regulations promulgated by the Ministry of Economic Affairs, the rules and regulations promulgated by the Financial Supervisory Commission (“FSC”), the rules and regulations promulgated by the GreTai Securities Market of Taiwan (“GTSM”) (or, if applicable, the Taiwan Stock Exchange (“TSE”)) and the Acts Governing Relations Between Peoples of the Taiwan Area and the Mainland Area and its relevant regulations.
<b>“Annual Net Income”</b>	means the audited annual net profit of the Company in respect of the applicable year.
<b>"Articles"</b>	means these articles of association of the Company.
<b>"Company"</b>	means the above named company.
<b>"Directors"</b>	means the directors for the time being of the Company (which, for clarification, includes any and all Independent Director(s)).
<b>"Dividend"</b>	includes an interim dividend.
<b>"Electronic Record"</b>	has the same meaning as in the Electronic Transactions Law.
<b>"Electronic Transactions Law"</b>	means the Electronic Transactions Law (2003 Revision) of the Cayman Islands.
<b>“Independent Directors”</b>	means the Directors who are elected by the Members at a general meeting and designated as "Independent Directors" for the purpose of Applicable Public Company Rules which are in force from time to time.

<b>"Market Observation Post System"</b>	means the internet information reporting system designated by the FSC.
<b>"Member"</b>	has the same meaning as in the Statute.
<b>"Memorandum"</b>	means the memorandum of association of the Company.
<b>"Merger"</b>	means a transaction whereby (i) all of the companies participating in such transaction are dissolved, and a new company is incorporated to generally assume all rights and obligations of the dissolved companies or (ii) all but one company participating in such transaction are dissolved, and the surviving company generally assumes all rights and obligations of the dissolved companies, and in each case the consideration for the transaction being the shares of the surviving or newly incorporated company or any other company, cash or other assets.
<b>"Ordinary Resolution"</b>	means a resolution passed by a simple majority of votes cast by the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting.
<b>"Private Placement"</b>	means obtaining subscriptions for, or the sale of, Shares, options, warrants, rights of holders of debt or equity securities which enable those holders to subscribe further securities (including Shares), or other securities of the Company, either by the Company itself or a person authorized by the Company, primarily from or to specific investors or approved by the Company or such authorized person, but excluding any employee incentive programme or subscription agreement, warrant, option or issuance of Shares under Article 12 of these Articles.
<b>"Register of Members"</b>	means the register maintained in accordance with the Statute and includes (except where otherwise stated) any duplicate Register of Members.
<b>"Registered Office"</b>	means the registered office for the time being of the Company.
<b>"R.O.C."</b>	means the Republic of China.
<b>"Seal"</b>	means the common seal of the Company and includes every duplicate seal.
<b>"Share" and "Shares"</b>	means a share or shares in the Company.
<b>"Share Certificate" and "Share Certificates"</b>	means a certificate or certificates representing a Share or Shares.
<b>"Solicitor"</b>	means any Member, a trust enterprise or a securities agent mandated by Member(s) who solicits an instrument of proxy from any other Member to appoint him/it as a proxy to attend and vote at a general meeting instead of the appointing Member pursuant to the Applicable Public Company Rules.
<b>"Special Resolution"</b>	means a resolution passed by a majority of not less than two-thirds of votes cast by such Members as, being entitled so to do, vote in person or, where proxies are allowed, by proxy at

	a general meeting of which notice specifying the intention to propose the resolution as special resolution has been duly given.
<b>“Spin-off”</b>	refers to an act wherein a transferor company transfers all of its independently operated business or any single independently operated business to an existing or a newly incorporated company as consideration for that existing transferee company or newly incorporated transferee company to issue new shares to the transferor company or to shareholders of the transferor company.
<b>"Statute"</b>	means the Companies Law (2011 Revision) of the Cayman Islands.
<b>“Subsidiary” and “Subsidiaries”</b>	means (i) a subordinate company in which the total number of voting shares or total share equity held by the Company represents more than one half of the total number of issued voting shares or the total share equity of such subordinate company; or (ii) a company in which the total number of shares or total share equity of that company held by the Company, its subordinate companies and its controlled companies, directly or indirectly, represents more than one half of the total number of issued voting shares or the total share equity of such company.
<b>“Supermajority Resolution”</b>	means (i) a resolution adopted by a majority vote of the Members present and entitled to vote on such resolution at a general meeting attended in person or by proxy by Members who represent two-thirds or more of the total outstanding Shares of the Company or (ii) if the total number of Shares represented by the Members present at the general meeting is less than two-thirds of the total outstanding Shares of the Company, but more than half of the total outstanding Shares of the Company, a resolution adopted at such general meeting by the Members who represent two-thirds or more of the Shares present and entitled to vote on such resolution.
<b>“TDCC”</b>	means the Taiwan Depository & Clearing Corporation.
<b>"Treasury Shares"</b>	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

2.2 In the Articles:

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing the masculine gender include the feminine gender;
- (c) words importing persons include corporations;
- (d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
- (e) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;

- (f) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (g) headings are inserted for reference only and shall be ignored in construing the Articles; and
- (h) Section 8 of the Electronic Transactions Law shall not apply.

### **3 Commencement of Business**

- 3.1 The business of the Company may be commenced as soon after incorporation as the Directors shall see fit.
- 3.2 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

### **4 Issue of Shares**

- 4.1 Subject to the provisions, if any, in the Statute, the Memorandum, the Articles and Applicable Public Company Laws (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares with or without preferred, deferred or other rights or restrictions, whether in regard to Dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper, and the Company shall have power to redeem or purchase any or all of such Shares and to sub-divide or consolidate the said Shares of any of them and to issue all or any part of its capital whether priority or special privilege or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide, every issue of Shares whether stated to be Ordinary, Preference or otherwise, shall be subject to the powers on the part of the Company hereinbefore provided.
- 4.2 The Company shall not issue Shares to bearer.
- 4.3 The Company shall not issue any unpaid Shares or partly paid-up Shares.

### **5 Register of Members**

- 5.1 The Directors shall keep, or cause to be kept, the Register of Members at such place as the Directors may from time to time determine and, in the absence of any such determination, the Register of Members shall be kept at the Registered Office.
- 5.2 If the Directors consider it necessary or appropriate, the Company may establish and maintain a branch register or registers of members at such location or locations within or outside the Cayman Islands as the Directors think fit. The principal register and the branch register(s) shall together be treated as the Register of Members for the purposes of the Articles.
- 5.3 For so long as any Shares are listed on the GTSM (or TSE, as applicable), title to such listed Shares may be evidenced and transferred in accordance with the laws applicable to and the rules and regulations of the GTSM (or TSE, as applicable) that are or shall be applicable to such listed Shares and the Register of Members maintained by the Company in respect of such listed Shares may be kept by recording the particulars required by section 40 of the Statute in a form otherwise than legible if such recording otherwise complies with the laws applicable to and the rules and regulations of the GTSM (or TSE, as applicable) that are or shall be applicable to such listed Shares.

### **6 Closing Register of Members or Fixing Record Date**

- 6.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend, or in order to make a determination of Members for any other purpose, the Directors shall determine the period that the Register of Members shall be closed for transfers and such period shall not be less than the minimum period of time, as prescribed by the Applicable Public Company Rules.
- 6.2 Subject to Article 5.1 hereof, in lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or

to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or in order to make a determination of Members for any other purpose. In the event the Directors designate a record date in accordance with this Article 6.2, the Directors shall make a public announcement of such record date via the Market Observation Post System in accordance with the Applicable Public Company Rules.

- 6.3 The rules and procedures governing the implementation of book closed periods, including notices to Members in regard to book closed periods, shall be in accordance with policies adopted by the Directors from time to time, which policies shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.

## 7 Share Certificates

- 7.1 Subject to the provisions of the Statute, the Company shall issue Shares without printing Share Certificates for the Shares issued, and the details regarding such issue of Shares shall be recorded by TDCC in accordance with the Applicable Public Company Rules. A Member shall only be entitled to a Share Certificate if the Directors resolve that Share Certificates shall be issued. Share Certificates, if any, shall be in such form as the Directors may determine. Share Certificates shall be signed by one or more Directors authorised by the Directors. The Directors may authorise Share Certificates to be issued with the authorised signature(s) affixed by mechanical process. All Share Certificates shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All Share Certificates surrendered to the Company for transfer shall be cancelled and subject to the Articles. No new Share Certificate shall be issued until the former Share Certificate representing a like number of relevant Shares shall have been surrendered and cancelled.
- 7.2 In the event that the Directors resolve that Share Certificates shall be issued pursuant to Article 6.1 hereof, the Company shall deliver the Share Certificates to the subscribers within thirty days from the date such Share Certificates may be issued pursuant to the Statute, the Memorandum, the Articles and the Applicable Public Company Rules, and shall make a public announcement prior to the delivery of such Share Certificates pursuant to the Applicable Public Company Rules.
- 7.3 No Shares may be registered in the name of more than one Member.
- 7.4 If a Share Certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old Share Certificate.

## 8 Preferred Shares

- 8.1 The Company may issue Shares with rights which are preferential to those of ordinary Shares issued by the Company (“**Preferred Shares**”) with the approval of a majority of the Directors present at a meeting attended by two-thirds or more of the total number of the Directors and with the approval of a Special Resolution.
- 8.2 Prior to the issuance of any Preferred Shares approved pursuant to Article 7.1 hereof, the Articles shall be amended to set forth the rights and obligations of the Preferred Shares, including but not limited to the following terms, and provided that such rights and obligations of the Preferred Shares shall not contradict the mandatory provisions of Applicable Public Company Rules regarding the rights and obligations of such Preferred Shares, and the same shall apply to any variation of rights of Preferred Shares:
- (a) Order, fixed amount or fixed ratio of allocation of Dividends and bonus on Preferred Shares;
  - (b) Order, fixed amount or fixed ratio of allocation of surplus assets of the Company;
  - (c) Order of or restriction on the voting right(s) (including declaring no voting rights whatsoever) of preferred Members;
  - (d) Other matters concerning rights and obligations incidental to Preferred Shares; and

- (e) The method by which the Company is authorized or compelled to redeem the Preferred Shares, or a statement that redemption rights shall not apply.

## 9 Issuance of New Shares

- 9.1 The issue of new Shares of the Company shall be approved by a majority of the Directors present at a meeting attended by two-thirds or more of the total number of the Directors. The issue of new Shares shall at all times be subject to the sufficiency of the authorised capital of the Company.
- 9.2 Unless otherwise resolved by the Members in general meeting by Ordinary Resolution, where the Company increases its capital by issuing new Shares for cash, the Company shall make a public announcement and notify each Member that he/she/it is entitled to exercise a pre-emptive right to purchase his/her/its pro rata portion of any new Shares issued in the capital increase in cash. A waiver of such pre-emptive right may be approved at the same general meeting where the subject issuance of new Shares is approved by the Members. The Company shall state in such announcement and notices to the Members that if any Member fails to purchase his/her/its pro rata portion of the newly-issued Shares within the prescribed period, such Member shall be deemed to forfeit his/her/its pre-emptive right to purchase the newly-issued Shares. Subject to Article 6.3, in the event that Shares held by a Member are insufficient for such Member to exercise the pre-emptive right to purchase one newly-issued Share, Shares held by several Members may be calculated together for joint purchase of newly-issued Shares or for purchase of newly-issued Shares in the name of a single Member pursuant to the Applicable Public Company Rules. If the total number of the new Shares to be issued has not been fully subscribed by the Members within the prescribed period, the Company may offer any un-subscribed new Shares to be issued to the public in Taiwan or to specific person or persons according to the Applicable Public Company Rules.
- 9.3 Where the Company increases its capital in cash by issuing new Shares in Taiwan, the Company shall allocate 10% of the total amount of the new Shares to be issued, for offering in Taiwan to the public unless it is not necessary or appropriate, as determined by the Directors according to the Applicable Public Company Rules and/or the instruction of the FSC or GTSM (or TSE, as applicable), for the Company to conduct the aforementioned public offering. Provided however, if a percentage higher than the aforementioned 10% is resolved by a general meeting to be offered, the percentage determined by such resolution shall prevail.
- 9.4 Members' rights to subscribe for newly-issued Shares may be transferred independently from the Shares from which such rights are derived. The rules and procedures governing the transfer of rights to subscribe for newly-issued Shares shall be in accordance with policies established by the Company from time to time, which policies shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.
- 9.5 The pre-emptive right of Members provided under Article 8.2 shall not apply in the event that new Shares are issued due to the following reasons or for the following purposes: (a) in connection with a Merger with another company, or the Spin-off of the Company, or pursuant to any reorganization of the Company; (b) in connection with meeting the Company's obligations under Share subscription warrants and/or options, including those referenced in Article 11; (c) in connection with meeting the Company's obligations under convertible bonds or corporate bonds vested with rights to acquire Shares; (d) in connection with meeting the Company's obligations under Preferred Shares vested with rights to acquire Shares; (e) in connection with a Private Placement; or (f) in connection with the issue of Restricted Shares in accordance with Article 8.7.
- 9.6 The periods of notice and other rules and procedures for notifying Members and implementing the exercise of the Members' pre-emptive rights shall be in accordance with policies established by the Directors from time to time, which policies shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.
- 9.7 The Company may, with the approval of a Supermajority Resolution in a general meeting, issue new Shares with restricted rights to the employees of the Company ("**Restricted Shares**") and the provision of Article 8.2 shall not apply to any such issue of Restricted Shares. The terms of issue of Restricted Shares, including, but not limited to the number, issue price and issue conditions shall comply with the Applicable Public Company Rules.
- 9.8 Subject to the provisions of the Statute, the Company may, by resolutions of the Members passed at a general meeting attended by Members who represent a majority of the outstanding Shares and approved by the Members who represent two-thirds or more of the Shares present and entitled to vote on such resolution,



conduct Private Placements, and shall comply with the Applicable Public Company Rules to determine, *inter alias*, the purchaser(s), the types of securities, the determination of the offer price, and the restrictions on transfer of securities of such Private Placement.

## 10 Transfer of Shares

- 10.1 Subject to the Statute and the Applicable Public Company Rules, Shares issued by the Company shall be freely transferable.
- 10.2 Subject to these Articles and the Applicable Public Company Rules, any Member may transfer all or any of his Shares by an instrument of transfer.
- 10.3 The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.
- 10.4 Notwithstanding Article 9.2 above, transfers of Shares which are listed on the GTSM (or TSE, as applicable), may be effected by any method of transferring or dealing in securities permitted by GTSM (or TSE, as applicable), which is in accordance with the Applicable Public Companies Rules as appropriate and which have been approved by the Board for such purpose.

## 11 Repurchase of Shares

- 11.1 Subject to the provisions of the Statute, the Memorandum, and the Articles, the Company may purchase its own Shares listed on the GTSM (or TSE, as applicable) on such terms as are approved by resolutions of the Directors passed at a meeting of the board of Directors attended by more than two-thirds of members of the board and approved by a majority of the Directors present at such meeting, provided that any such repurchase shall be in accordance with the Applicable Public Company Rules. In the event that the Company proposes to purchase any Shares listed on the GTSM (or TSE, as applicable) pursuant to this Article, the approval of the board of Directors and the implementation thereof shall be reported to the Members at the next general meeting in accordance with the Applicable Public Company Rules. Such reporting obligation shall apply even if the Company does not implement the repurchase proposal for any reason.
- 11.2 The board of Directors may, prior to the purchase or redemption of any Share under Article 10.1, determine that such Share shall be held as Treasury Share.
- 11.3 Subject to the provisions of the Statute, these Articles and the Applicable Public Company Rules, the Directors may determine to cancel a Treasury Share or transfer a treasury Share to the employees on such terms as they think proper (including, without limitation, for nil consideration).
- 11.4 Notwithstanding Article 10.3, if the Company repurchases any Shares traded on the GTSM (or the TSE, as applicable) and hold such Shares as Treasury Shares (the "**Repurchased Treasury Shares**"), any proposal to transfer the Repurchased Treasury Shares to any employees of the Company by the Company at the price below the average repurchase price paid by the Company for Repurchased Treasury Shares (the "**Average Purchase Price**") shall require the approval of a resolution passed by two-thirds or more of the Members present at the next general meeting who hold a majority of the total number of the Company's outstanding shares as at the date of such general meeting, and shall not be brought up as an ad hoc motion.
- 11.5 The aggregate number of Treasury Shares to be transferred to employees pursuant to Article 10.4 shall not exceed 5 percent of the Company's total issued and outstanding shares as at the date of transfer of any Treasury Shares and the aggregate number of Treasury Shares transferred to any individual employee shall not exceed 0.5 percent of the Company's total issued and outstanding shares as at the date of transfer of any Treasury Shares to such employee. The Company may impose restrictions on the transfer of such Shares by the employee for a period of no more than two years.
- 11.6 Notwithstanding anything to the contrary contained in Article 10.1 to 10.5, and subject to the Statute and the Applicable Public Company Rules, the Company may, with the approval of an Ordinary Resolution, compulsorily redeem or repurchase Shares by the Company for cancellation, provided that such redemption or repurchase will be effected pro rata based on the percentage of shareholdings of the Members, unless otherwise provided for in the Statute or the Applicable Public Company Rules. Payments in respect of any such redemption or repurchase, if any, may be made either in cash or by distribution of specific assets of the Company, as specified in the Ordinary Resolution approving the redemption or repurchase, provided that (a)

the relevant Shares will be cancelled upon such redemption or repurchase and will not be held by the Company as Treasury Shares, and (b) where assets other than cash are distributed to the Members, the type of assets, the value of the assets and the corresponding amount of such substitutive distribution shall be (i) assessed by an ROC certified public account before being submitted to the Members for approval and (ii) agreed to by the Member who will receive such assets.

## **12 Employee Incentive Programme**

- 12.1 The Company may, upon approval by a majority of the Directors at a meeting attended by two-thirds or more of the total number of the Directors, adopt one or more incentive programmes and may issue Shares or options, warrants or other similar instruments, to employees of the Company and its Subsidiaries. The rules and procedures governing such incentive programme(s) shall be in accordance with policies established by the Directors from time to time in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.
- 12.2 Options, warrants or other similar instruments issued in accordance with Article 11.1 above are not transferable save by inheritance.
- 12.3 The Company may enter into share option agreements with employees of the Company and the employees of its Subsidiaries in relation to the incentive programme approved pursuant to Article 11.1 above, whereby employees may subscribe, within a specific period of time, a specific number of the Shares. The terms and conditions of such agreements shall be no less restrictive on the relevant employee than the terms specified in the applicable incentive programme.
- 12.4 Directors of the Company and its Subsidiaries shall not be eligible for the employee incentive programmes under this Article 12, provided that directors who are also employees of the Company or its Subsidiaries may participate in an employee incentive programme in their capacity as an employee and not as a director of the Company or its Subsidiaries.

## **13 Variation of Rights of Shares**

- 13.1 If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied with the sanction of a Special Resolution passed at a general meeting of the holders of the Shares of that class. Notwithstanding the foregoing, if any modification or alteration in the Articles is prejudicial to the preferential rights of any class of Shares, such modification or alteration shall be adopted by a Special Resolution and shall also be adopted by a Special Resolution passed at a separate meeting of Members of that class of Shares.
- 13.2 The provisions of the Articles relating to general meetings shall apply to every class meeting of the holders of the same class of the Shares.
- 13.3 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

## **14 Transmission of Shares**

- 14.1 If a Member dies, the survivor or survivors where he was a joint holder, or his legal personal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest. The estate of a deceased Member is not thereby released from any liability in respect of any Share which had been jointly held by him.
- 14.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any way other than by transfer) shall give written notice to the Company and, upon such evidence being produced as may from time to time be required by the Directors, may elect, by a notice in writing sent by him, either to become the holder of such Share or to have some person nominated by him become the holder of such Share.

## **15 Amendments of Memorandum and Articles of Association and Alteration of Capital**

15.1 Subject to the provisions of the Statute and the provisions of these Articles as regards the matters to be dealt with by Ordinary Resolution, the Company may by Special Resolution:

- (a) change its name;
- (b) alter or add to these Articles;
- (c) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein;
- (d) reduce its share capital and any capital redemption reserve fund; and
- (e) increase its authorised share capital by such sum as the resolution shall prescribe or cancel any Shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any person, provided that in the event of any change to its authorised share capital, the Company shall also procure the amendment of its Memorandum by the Members to reflect such change.

15.2 Subject to the provisions of the Statute and the Applicable Public Company Rules, the Company shall not, without a Supermajority Resolution:

- (a) sell, transfer or lease of whole business of the Company or other matters which has a material effect on the Members' rights and interests;
- (b) discharge or remove any Director;
- (c) approve any action by one or more Director(s) who is engaging in business conduct for him/herself or on behalf of another person that is within the scope of the Company's business;
- (d) effect any capitalization of distributable Dividends and/or bonuses and/or any other amount prescribed under Article 36 hereof;
- (e) effect any Merger, Spin-off or Private Placement, provided that any Merger which falls within the definition of "merger and/or consolidation" under the Statute shall also be subject to the requirements of the Statute;
- (f) enter into, amend, or terminate any agreement for lease of the Company's whole business, or for entrusted business, or for frequent joint operation with others;
- (g) transfer its business or assets, in whole or in any essential part, provided that, the foregoing does not apply where such transfer is pursuant to the dissolution of the Company; or
- (h) acquire or assume the whole business or assets of another person, which has material effect on the Company's operation.

15.3 Subject to the provisions of the Statute, the provisions of these Articles, and the quorum requirement under the Applicable Public Company Rules, with regard to the dissolution procedures of the Company, the Company shall pass

- (a) an Ordinary Resolution, if the Company resolves that it be wound up voluntarily because it is unable to pay its debts as they fall due; or
- (b) a Special Resolution, if the Company resolves that it be wound up voluntarily for reasons other than the reason stated in Article 15.3(a) above.

## **16 Registered Office**

Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office.

## **17 General Meetings**

- 17.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 17.2 The Company shall hold a general meeting as its annual general meeting within six months following the end of each fiscal year, and shall specify the meeting as such in the notices calling it. At these meetings, the report of the Directors (if any) shall be presented.
- 17.3 The Company shall hold an annual general meeting every year.
- 17.4 The general meetings shall be held at such time and place as the Directors shall appoint provided that unless otherwise provided by the Statute or this Article 17.4, the general meetings shall be held in Taiwan. For general meetings to be held outside Taiwan, the Company shall comply with the relevant procedures and approvals prescribed by the relevant authority in Taiwan. Where a general meeting is to be held outside Taiwan, the Company shall engage a professional securities agent in Taiwan to handle the administration of such general meeting (including but not limited to the handling of the voting of proxies submitted by Members).
- 17.5 The Directors may call general meetings, and they shall on a Members requisition forthwith proceed to convene an extraordinary general meeting of the Company.
- 17.6 A Members requisition is a requisition of Member(s) of the Company holding at the date of deposit of the requisition not less than 3% of the total number of the outstanding Shares at the time of requisition and whose Shares shall have been held by such Member(s) for at least one year.
- 17.7 The requisition must state in writing the matters to be discussed at the extraordinary general meeting and the reason therefor and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.
- 17.8 If the Directors do not within fifteen days from the date of the deposit of the requisition dispatch the notice of an extraordinary general meeting, the requisitionists may themselves convene an extraordinary general meeting in accordance with the Applicable Public Company Rules.

## **18 Notice of General Meetings**

- 18.1 At least thirty days' notice to each Member shall be given of any annual general meeting, and at least fifteen days' notice to each Member shall be given of any extraordinary general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned, or be given via electronic means if agreed thereon by the Members, or be given in such other manner, if any, as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed by all the Members (or their proxies) entitled to attend such general meeting.
- 18.2 The accidental omission to give notice of a general meeting to, or the non-receipt of a notice of a general meeting by, any Member entitled to receive notice shall not invalidate the proceedings of that general meeting.
- 18.3 The Company shall, thirty days prior to any annual general meeting, and fifteen days prior to any extraordinary general meeting, transform the notice of such general meeting, instrument of proxy, the businesses and their explanatory materials of any sanction, discussion, election or removal of Directors into electronic format and transmitted such to the Market Observation Post System. If the voting power in any general meeting will be exercised by way of a written ballot, the written ballot and the aforementioned information of such general meeting shall together be delivered to each Member.
- 18.4 The Directors shall prepare a meeting handbook of the relevant general meeting and supplemental materials for Members' inspection, which will be placed at the Company and the securities agent of the Company, distributed at the meeting venue, and shall be transmitted to the Market Observation Post System in accordance with and within the period required by the Applicable Public Company Rules.

- 18.5 Matters pertaining to (a) election or discharge of Directors, (b) alteration of the Articles, and (c) (i) dissolution, Merger or Spin-off, (ii) entering into, amending, or terminating any contract for lease of the Company's business in whole, or the delegation of management of the Company's business to others or the regular joint operation of the Company with others, (iii) transfer of the whole or any material part of the business or assets of the Company, (iv) acceptance of the transfer of the whole business or assets of another person, which has a material effect on the business operation of the Company, and (d) (i) ratification of an action by Director(s) who engage(s) in business for him/herself or on behalf of another person that is within the scope of the Company's business, (e) distribution of the whole or a part of the surplus profit of the Company in the form of new Shares, capitalization of statutory reserve and any other amount in accordance with Article 36, and (f) the Private Placement of any equity-type securities issued by the Company, shall be indicated in the notice of general meeting, with a summary of the material content to be discussed, and shall not be brought up as an ad hoc motion.
- 18.6 The board of Directors shall keep the Articles, minutes of general meetings, financial statements, the Register of Members, and the counterfoil of any corporate bonds issued by the Company at the office of the Company's registrar (if applicable) and the Company's securities agent located in Taiwan. The Members may request, from time to time, by submitting document(s) evidencing his/her interests involved and indicating the designated scope of the inspection, access to inspect, review or make copies of the foregoing documents.
- 18.7 The Company shall make all statements and records prepared by the board of Directors and the report prepared by the audit committee, if any, available at the office of its registrar (if applicable) and its securities agent located in Taiwan in accordance with Applicable Public Company Rules and the Statute. Members may inspect and review the foregoing documents from time to time and may be accompanied by their lawyers or certified public accountants for the purpose of such an inspection and review.

## **19 Proceedings at General Meetings**

- 19.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise provided in the Articles, Members present in person or by proxy, representing more than one-half of the total outstanding Shares, shall constitute a quorum for any general meeting.
- 19.2 The board of Directors shall submit business reports, financial statements and proposals for distribution of profits or covering of losses prepared by it for the purposes of annual general meetings of the Company for ratification or approval by the Members as required by the Applicable Public Company Rules. After ratification or approval by the general meeting, the board of Directors shall distribute or make publicly available on the Market Observation Post System the copies of the ratified financial statements and the Company's resolutions on the allocation and distribution of profits or covering of loss, to each Member in accordance with the Applicable Public Company Rules.
- 19.3 Unless otherwise expressly provided herein and subject to the Applicable Public Company Rules, if a quorum is not present at the time appointed for the general meeting or if during such a general meeting a quorum ceases to be present, the chairman may postpone the general meeting to a later time, provided, however, that the maximum number of times a general meeting may be postponed shall be two and the total time postponed shall not exceed one hour. If the general meeting has been postponed for two times, but at the postponed general meeting a quorum is still not present, the chairman shall declare the general meeting is dissolved, and if it is still necessary to convene a general meeting, it shall be reconvened as a new general meeting in accordance with the Articles.
- 19.4 If a general meeting is called by the Directors, the chairman of the Directors shall preside as the chair of such general meeting. In the event that the chairman is on a leave of absence, or is unable to exercise his powers and authorities, the vice chairman of the Directors shall act in lieu of the chairman. If there is no vice chairman of the Directors, or if the vice chairman of the Directors is also on leave of absence, or cannot exercise his powers and authorities, the chairman shall designate a Director to chair such general meeting. If the chairman does not designate a proxy or if such chairman's proxy cannot exercise his powers and authorities, the Directors who are present at the general meeting shall elect one from among themselves to act as the chair at such general meeting in lieu of the chairman. If a general meeting is called by any person(s) other than the Directors, the person(s) who has called the meeting shall preside as the chair of such general meeting; and if there is more than one person who has called a general meeting, such persons shall elect one from among themselves to act as the chair of such general meeting.

- 19.5 A resolution put to the vote of the meeting shall be decided on a poll. No resolution put to the vote of the meeting shall be decided by a show of hands. In computing the required majority when a poll is demanded regard should be had to the number of votes to which each Member is entitled by the Articles.
- 19.6 In the case of an equality of votes, the chairman shall not be entitled to a second or casting vote.
- 19.7 Nothing in the Articles shall prevent any Member from issuing proceedings in a court of competent jurisdiction for an appropriate remedy in connection with the improper convening of any general meeting or the improper passage of any resolution. The Taipei District Court, R.O.C., shall be the court of the first instance for adjudicating any disputes arising out of the foregoing.
- 19.8 Unless otherwise expressly required by the Statute, the Memorandum or the Articles, any matter which has been presented for resolution, approval, confirmation or adoption by the Members at any general meeting may be passed by an Ordinary Resolution.
- 19.9 Member(s) holding 1% or more of the total number of outstanding Shares immediately prior to the relevant book closed period may propose to the Company a proposal for discussion at an annual general meeting in writing to the extent and in accordance with the rules and procedures of general meetings proposed by the Directors and approved by an Ordinary Resolution. Proposals shall not be included in the agenda where (a) the proposing Member(s) holds less than 1% of the total number of outstanding Shares, (b) where the matter of such proposal may not be resolved by a general meeting, (c) the proposing Member has proposed more than one proposal or (d) such proposal is submitted on a day beyond the deadline announced by the Company for accepting the Member's proposals.

## **20 Votes of Members**

- 20.1 Subject to any rights or restrictions attached to any Shares, every Member who is present in person or by proxy shall have one vote for every Share of which he is the holder.
- 20.2 No person shall be entitled to vote at any general meeting or at any separate meeting of the holders of a class of Shares unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by him in respect of Shares have been paid.
- 20.3 Any objection raised to the qualification of any voter by a Member having voting rights shall be referred to the chairman whose decision shall be final and conclusive.
- 20.4 Votes may be cast either personally or by proxy. A Member may appoint only one proxy under one instrument to attend and vote at a meeting.
- 20.5 A Member holding more than one Share is required to cast the votes in respect of his Shares in the same way on any resolution; provided that, if a Member holds Shares on behalf of others, such Member may, to the extent permissible by the provisions of the Statute, cast the votes of the Shares in different ways pursuant to the Applicable Public Company Rules.
- 20.6 If a general meeting is to be held in Taiwan, the Directors may determine in their discretion that the voting power of a Member at such general meeting may be exercised by way of a written ballot or by way of an electronic transmission. If a general meeting is to be held outside of Taiwan, the methods by which Members are permitted to exercise their voting power shall include written ballot or voting by way of an electronic transmission. Where these methods of exercising voting power are to be available at a general meeting, they shall be described in the general meeting notice given to the Members in respect of the relevant general meeting, and the Member voting by written ballot or electronic transmission shall submit such vote to the Company two days prior to the date of the relevant meeting. In case that there are duplicate submissions, the first received by the Company shall prevail. A Member exercising voting power by way of a written ballot or by way of an electronic transmission shall be deemed to have appointed the chairman of the general meeting as his proxy to exercise his or her voting right at such general meeting in accordance with the instructions stipulated in the written or electronic document; provided, however, that such appointment shall be deemed not to constitute the appointment of a proxy for the purposes of the Applicable Public Company Rules. The chairman, acting as proxy of a Member, shall not exercise the voting right of such Member in any way not stipulated in the written or electronic document, nor exercise any voting right in respect of any resolution revised at the meeting or any impromptu proposal at the meeting. A Member voting in such manner shall be deemed to have waived notice of, and the right to vote in regard to, any ad hoc resolution or

amendment to the original agenda items to be resolved at the said general meeting. Should the chairman not observe the instructions of a Member in exercising such Member's voting right in respect of any resolution, the Shares held by such Member shall not be included in the calculation of votes in respect of such resolution but shall nevertheless be included in the calculation of quorum for the meeting.

- 20.7 A Member who has submitted a vote by written ballot or electronic transmission pursuant to Article 19.6 may, at least two days prior to the date of the relevant general meeting, revoke such vote by written ballot or electronic transmission and such revocation shall constitute a revocation of the proxy deemed to be given to the chairman of the general meeting pursuant to Article 19.6. If a Member who has submitted a written ballot or electronic transmission pursuant to Article 19.6 does not submit such a revocation before the prescribed time, the proxy deemed to be given to the chairman of the general meeting pursuant to Article 19.6 shall not be revoked and the chairman of the general meeting shall exercise the voting right of such Member in accordance with that proxy.
- 20.8 If, subsequent to submitting a written ballot or electronic transmission pursuant to Article 19.6, a Member submits a proxy appointing a person of the general meeting as his proxy to attend the relevant general meeting on his behalf, then the subsequent appointment of that person as his proxy shall be deemed to be a revocation of such Member's deemed appointment of the chairman of the general meeting as his proxy pursuant to Article 19.6.

## 21 Proxies

- 21.1 An instrument of proxy shall be in writing, be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation under the hand of an officer or attorney duly authorised for that purpose. A proxy need not be a Member of the Company.
- 21.2 Obtaining an instrument of proxy for attendance of general meetings shall be subject to the following conditions:
- (a) the instrument of proxy shall not be obtained in exchange for money or any other interest, provided that this provision shall not apply to souvenirs for a general meeting distributed on behalf of the Company or reasonable fees paid by the Solicitor to any person mandated to handle proxy solicitation matters;
  - (b) the instrument of proxy shall not be obtained in the name of others; and
  - (c) an instrument of proxy obtained through solicitation shall not be used as a non-solicited instrument of proxy for attendance of a general meeting.
- 21.3 Except for the securities agent, a person shall not act as the proxy for more than thirty Members. Any person acting as proxy for three or more Members shall submit to the Company or its securities agent (a) a statement of declaration declaring that the instruments of proxy are not obtained for the purpose of soliciting on behalf of himself/herself or others; (b) a schedule showing details of such instruments of proxy; and (c) the signed or sealed instruments of proxy, in each case, five days prior to the date of the general meeting.
- 21.4 The Company may mandate a securities agent to act as the proxy for the Members for any general meeting provided that no resolution in respect of the election of Directors is proposed to be voted upon at such meeting. Matters authorized under the mandate shall be stated in the instructions of the instruments of proxy for the general meeting concerned. A securities agent acting as the proxy shall not accept general authorisation from any Member, and shall, within five days after each general meeting of the Company, prepare a compilation report of general meeting attendance by proxy comprising the details of proxy attendance at the general meeting, the status of exercise of voting rights under the instrument of proxy, a copy of the contract, and other matters as required by the R.O.C. securities competent authorities, and maintain the compilation report available at the offices of the securities agent.
- 21.5 Except for a Member appointing the chairman of a general meeting as his proxy through written ballot or electronic transmission in the exercise of voting power pursuant to Article 19.6 or for trust enterprises organized under the laws of the R.O.C. or a securities agent approved pursuant to Applicable Public Company Rules, in the event a person acts as the proxy for two or more Members, the sum of Shares entitled to be voted as represented by such proxy shall be no more than 3% of the total outstanding voting Shares immediately prior to the relevant book closed period; any vote in respect of the portion in excess of such 3% threshold shall not be counted. For the avoidance of doubt, the number of the Shares to be represented by a

securities agent mandated by the Company in accordance with Article 20.4 shall not be subject to the limit of 3% of the total number of the outstanding voting Shares set forth herein.

- 21.6 The Shares represented by a person acting as the proxy for three or more Members shall not be more than four times of the number of Shares held by such person and shall not exceed 3% of the total number of the outstanding Shares.
- 21.7 In the event that a Member exercises his/her/its voting power by means of a written ballot or by means of electronic transmission and has also authorized a proxy to attend a general meeting, then the voting power exercised by the proxy at the general meeting shall prevail. In the event that any member who has authorised a proxy to attend a general meeting later intends to attend the general meeting in person or to exercise his voting power by way of a written ballot or electronic transmission, he shall, at least two days prior to such general meeting, serve the Company with a separate notice revoking his previous appointment of proxy. Votes by way of proxy shall remain valid if the relevant Member fails to revoke his appointment of such proxy before the prescribed time.
- 21.8 Each Member is only entitled to execute one instrument of proxy to appoint one proxy. The instrument of proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting. In case that there are duplicate instruments of proxy received by the Company, the first to be received by the Company shall prevail unless an explicit written statement is made by the relevant Member to revoke the previous instrument of proxy in the later received instrument of proxy.
- 21.9 The instrument of proxy shall be in the form approved by the Company and be expressed to be for a particular meeting only. The form of proxy shall include at least the following information: (a) instructions on how to complete such proxy, (b) the matters to be voted upon pursuant to such proxy, and (c) basic identification information relating to the relevant Member, proxy and the Solicitor (if any). The form of proxy shall be provided to the Members together with the relevant notice for the relevant general meeting, and such notice and proxy materials shall be distributed to all Members on the same day.
- 21.10 In the event that a resolution in respect of the election of Directors is proposed to be voted upon at a general meeting, each instrument of proxy for such meeting shall be tallied and verified by the Company's securities agent or any other mandated securities agent prior to the time for holding the general meeting. The following matters should be verified:
- (a) whether the instrument of proxy is printed under the authority of the Company;
  - (b) whether the instrument of proxy is signed or sealed by the appointing Member; and
  - (c) whether the Solicitor or proxy (as the case may be) is named in the instrument of proxy and whether the name is correct.
- 21.11 The material contents required to be stated in the instruments of proxy, the meeting handbook or other supplemental materials of such general meeting, the written documents and advertisement of the Solicitor for proxy solicitation, the schedule of the instruments of proxy, the proxy form and other documents printed and published under the authority of the Company shall not contain any false statement or omission.
- 21.12 Votes given in accordance with the terms of an instrument of proxy shall be valid unless notice in writing was received by the Company at the Registered Office at least two days prior to the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy. The notice must set out expressly the reason for the revocation of the proxy, whether due to the incapacity or the lack in authority of the principal at the time issuing the proxy or otherwise.
- 21.13 A Member who has appointed a proxy shall be entitled to make a request to the Company or its securities agent for examining the way in which his instrument of proxy has been used, within seven days after the relevant general meeting.
- 21.14 If a general meeting is to be held outside of R.O.C., the Company shall engage a professional securities agent within the R.O.C. to handle the voting by the Members.



## **22 Proxy Solicitation**

Subject to the provisions of the Statute, matters regarding the solicitation of proxies shall be handled in accordance with the Regulations Governing the Use of Proxies for Attendance at Shareholder Meetings of Public Companies of the R.O.C.

## **23 Dissenting Member's Appraisal Right**

23.1 In the event any of the following resolutions is adopted at general meetings, any Member who has notified the Company in writing of his objection to such a resolution prior to the meeting and has raised again his/her objection at the meeting, may request the Company to buy back all of his/her Shares at the then prevailing fair price:

- (a) The Company enters into, amends, or terminates any agreement for any contract for lease of the Company's business in whole, or the delegation of management of the Company's business to other or the regular joint operation of the Company with others;
- (b) The Company transfers the whole or a material part of its business or assets, provided that, the foregoing does not apply where such transfer is pursuant to the dissolution of the Company; or
- (c) The Company accepts the transfer of the whole business or assets of another person, which has a material effect on the Company's business operations.

23.2 In the event any part of the Company's business is Spun Off or involved in any Merger with any other company, the Member, who has forfeited his right to vote on such matter and expressed his dissent therefor, in writing or verbally (with a record) before or during the general meeting, may request the Company to buy back all of his/her Shares at the then prevailing fair price.

23.3 The request prescribed in the preceding two Articles shall be delivered to the Company in writing, stating therein the types and numbers of Shares to be repurchased, within twenty days after the date of such resolution. In the event the Company has reached an agreement in regard to the purchase price with the requested Member in regard to the Shares of such Member (the "**appraisal price**"), the Company shall pay such price within ninety days after the date on which the resolution was adopted. In the event the Company fails to reach such agreement with the Member within sixty days after the resolution date, the Member may, within thirty days after such sixty-day period, file a petition to any competent court of the R.O.C. for a ruling on the appraisal price, and such ruling by such R.O.C. court shall be binding and conclusive as between the Company and requested Member solely with respect to the appraisal price.

23.4 The payment of appraisal price shall be made at the same time as the delivery of Share Certificates, and transfer of such Shares shall be effective at the time when the transferee's name is entered on the Register of Members.

## **24 Corporate Members**

Any corporation or entity which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the such corporate Member which he represents as the corporation could exercise if it were an individual Member.

## **25 Shares that May Not be Voted**

25.1 Shares in the Company that are beneficially owned by the Company (including Subsidiaries) shall not be voted, directly or indirectly, at any general meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

25.2 A Member who has a personal interest in any motion discussed at a general meeting, which interest may be in conflict with those of the Company, shall abstain from voting such Member's Shares in regard to such motion

but such Shares may be counted in determining the number of Shares of the Members present at the such general meeting for the purposes of determining the quorum. The aforementioned Member shall also not vote on behalf of any other Member.

- 25.3 If any Director creates or has created security over any Shares held by him, then he shall notify the Company of such security. If at any time the security created by a Director is in respect of more than half of the Shares held by him at the time of his appointment, then the voting rights attached to the Shares held by such Director at such time shall be reduced, such that the Shares over which security has been created which are in excess of half of the Shares held by the Director at the date of his appointment shall not carry voting rights and shall not be counted in the number of votes casted by the Member at a general meeting.

## **26 Directors**

- 26.1 There shall be a board of Directors consisting of no less than five (5) persons and no more than eleven (11) persons, including Independent Directors, each of whom shall be appointed to a term of office of three (3) years. Directors may be eligible for re-election. The Company may from time to time by the resolution of Directors increase or reduce the number of Directors subject to the above number limitation provided that the requirements by relevant laws and regulations (including but not limited to any listing requirements) are met.
- 26.2 Unless otherwise approved by GTSM (or the TSE, if applicable), not more than half of the total number of Directors can have a spousal relationship or familial relationship within the second degree of kinship with any other Directors.
- 26.3 In the event that the Company convenes a general meeting for the election of Directors and any of the Directors elected does not meet the requirements provided in Article 26.2 hereof, the non-qualifying Director(s) who was elected with the fewest number of votes shall be deemed not to have been elected, to the extent necessary to meet the requirements provided in Article 26.2 hereof. Any person who has already served as Director but is in violation of the aforementioned requirements shall vacate the position of Director automatically.
- 26.4 Unless otherwise permitted under the Applicable Public Company Rules, there shall be at least three (3) Independent Directors. To the extent required by the Applicable Public Company Rules, at least one of the Independent Directors shall be domiciled in the R.O.C. and at least one of the same shall have accounting or financial expertise.
- 26.5 Independent Directors shall have professional knowledge and shall maintain independence within the scope of their directorial duties, and shall not have any direct or indirect interests in the Company. The professional qualifications, restrictions on shareholdings and concurrent positions, and assessment of independence with respect to Independent Directors shall be governed by the Applicable Public Company Rules.
- 26.6 Any Member(s) holding 3% or more of the Company's issued capital for at least one year may in writing request the Audit Committee to bring action against the Directors in a court of competent jurisdiction. If the Audit Committee failed to bring such action within thirty days after the request by the Member, such Member may bring the action in a court of competent jurisdiction in the name of the Company.

## **27 Powers of Directors**

- 27.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Ordinary Resolution, Special Resolution or Supermajority Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 27.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.
- 27.3 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock,

mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

27.4 The Company may purchase liability insurance for Directors and the Directors shall determine terms of such insurance by resolution, taking into account the standards of the industry within the R.O.C. and overseas.

27.5 The Directors shall faithfully carry out their duties with care, and may be held liable for the damages suffered by the Company for any violation of such duty. The Company may by Ordinary Resolution of any general meeting demand the Directors to disgorge any profit realised from such violation and regard the profits realised as the profits of the Company as if such violation was made for the benefit of the Company. The Directors shall indemnify the Company for any losses or damages incurred by the Company if such loss or damage is incurred as a result of a Director's breach of laws or regulations in the course of performing his duties. The duties of the Directors shall also apply to the managers of the Company.

## **28 Appointment and Removal of Directors**

28.1 The Company may by a majority or, if less than a majority, the most number of votes, at any general meeting elect any person to be a Director, which vote shall be calculated in accordance with Article 28.2 below. The Company may by Supermajority Resolution remove any Director. Members present in person or by proxy, representing more than one-half of the total outstanding Shares shall constitute a quorum for any general meeting to elect one or more Directors.

28.2 Directors shall be elected pursuant to a cumulative voting mechanism pursuant to a poll vote, the procedures for which has been approved and adopted by the Directors and also by an Ordinary Resolution, where the number of votes exercisable by any Member shall be the same as the product of the number of Shares held by such Member and the number of Directors to be elected ("**Special Ballot Votes**"), and the total number of Special Ballot Votes cast by any Member may be consolidated for election of one Director candidate or may be split for election amongst multiple Director candidates, as specified by the Member pursuant to the poll vote ballot. There shall not be votes which are limited to class, party or sector, and any Member shall have the freedom to specify whether to concentrate all of its votes on one or any number of candidate(s) without restriction. A candidate to whom the ballots cast represent a prevailing number of votes shall be deemed a Director elect, and where more than one Director is being elected, the top candidates to whom the votes cast represent a prevailing number of votes relative to the other candidates shall be deemed directors elect. The rule and procedures for such cumulative voting mechanism shall be in accordance with policies proposed by the Directors and approved by an Ordinary Resolution from time to time, which policies shall be in accordance with the Memorandum, the Articles and the Applicable Public Company Rules.

28.3 The Directors may adopt a candidate nomination mechanism which is in compliance with Applicable Public Company Rules. The rules and procedures for such candidate nomination shall be in accordance with policies proposed by the Directors and approved by an Ordinary Resolution from time to time, which policies shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.

28.4 If a Member is a corporation, the authorised representative of such Member may be elected as Director. If such Member has more than one authorised representative, each of the authorised representative of such Member may be nominated for election at a general meeting.

## **29 Vacation of Office of Director**

29.1 The Company may from time to time by Ordinary Resolution remove all Directors from office before the expiration of his term of office notwithstanding anything in the Articles to the contrary and may elect new Directors to fill such vacancies in accordance with Article 27.1, and unless the resolution approving such removal and election provide otherwise, the existing Directors' office shall be deemed discharged upon the passing of such resolution prior to the expiration of such Directors' applicable term of office.

29.2 In the event of any of the following events having occurred in relation to any Director, such Director shall be vacated automatically:

- (a) he gives notice in writing to the Company that he resigns the office of Director;
- (b) he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) an order is made by any competent court or official on the grounds that he is or will be suffering from mental disorder or is otherwise incapable of managing his affairs, or his/her legal capacity is restricted according to the applicable laws;
- (d) he commits a felony and is subsequently adjudicated guilty by a final judgment, and the time elapsed since he has served the full term of the sentence is less than five years; or
- (e) he commits any criminal offence of fraud, breach of trust or misappropriation and is subsequently punished with imprisonment for a term of more than one year, and the time elapsed since he has served the full term of such sentence is less than two years;
- (f) he is adjudicated guilty by a final judgment for misappropriating Company or public funds during the time of his service, and the time elapsed after he has served the full term of such sentence is less than two years;
- (g) he is dishonoured for unlawful use of credit instruments, and the term of such sanction has not expired yet;
- (h) he, within his term of office of three (3) years as a Director, transfer to any person more than half of the Shares that he held at the time of his appointment;
- (i) the Members resolve by a Supermajority Resolution that he should be removed as a Director; or
- (j) in the event that he has, in the course of performing his duties, committed any act resulting in material damage to the Company or in serious violation of applicable laws and/or regulations or the Memorandum and the Articles, but has not been removed by the Company pursuant to a Supermajority Resolution vote, then any Member(s) holding 3% or more of the total number of outstanding Shares shall have the right, within thirty days after that general meeting, to petition any competent court for the removal of such Director, at the Company's expense and such Director shall be removed upon the final judgement by such court. For clarification, if a relevant court has competent jurisdiction to adjudicate all of the foregoing matters in a single or a series of proceedings, then, for the purpose of this paragraph (i), final judgement shall be given by such competent court.

In the event that the foregoing events described in any of clauses (b), (c), (d), (e), (f) or (g) has occurred in relation to a Director elect, such Director elect shall be disqualified from being elected as a Director. In the event that any Director appointed hereunder (i), before taking his office, transfers to any person more than half of the Shares that he held at the time when he was elected as a Director, or (ii) transfers to any person more than half of the Shares that he held during the book closed period of a general meeting of the Company, the appointment of such Director shall become null and void.

### **30 Proceedings of Directors**

- 30.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be over one half of the total number of Directors elected. If the number of Directors is less than five (5) persons due to the vacation of Director(s) for any reason, the Company shall hold an election of Director(s) at the next following general meeting. When the number of vacancies in the board of Directors of the Company is equal to one third of the total number of Directors elected, the board of Directors shall hold, within sixty days, a general meeting of Members to elect succeeding Directors to fill the vacancies.
- 30.2 Unless otherwise permitted by the Applicable Public Company Rules, if the number of Independent Directors is less than three persons due to the vacation of Independent Directors for any reason, the Company shall hold an election of Independent Directors at the next following general meeting. Unless otherwise permitted by the Applicable Public Company Rules, if all of the Independent Directors are vacated, the board of Directors shall hold, within sixty days, a general meeting to elect succeeding Independent Directors to fill the vacancies.

- 30.3 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Any motions shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall not have a second or casting vote.
- 30.4 A person may participate in a meeting of the Directors or committee of Directors by video conference. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. The time and place for a meeting of the Directors or committee of Directors shall be at the office of the Company and during business hours or at a place and time convenient to the Directors and suitable for holding such meeting.
- 30.5 A Director may, or other officer of the Company authorized by a Director shall, call a meeting of the Directors by at least seven days' notice in writing (which may be a notice delivered by facsimile transmission or electronic mail) to every Director which notice shall set forth the general nature of the business to be considered. In the event of an urgent situation, a meeting of Directors may be held at any time after notice has been given in accordance with the Applicable Public Company Rules.
- 30.6 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of summoning a general meeting of the Company, but for no other purpose.
- 30.7 The Directors shall, by a resolution, establish rules governing the procedure of meeting(s) of the Directors and report such rules to a meeting of Members, and such rules shall be in accordance with the Articles and the Applicable Public Company Rules.
- 30.8 All acts done by any meeting of the Directors or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the election of any Director, or that they or any of them were disqualified, be as valid as if every such person had been duly elected and qualified to be a Director as the case may be.
- 30.9 A Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

### **31 Directors' Interests**

- 31.1 A Director may hold any other office or place of profit under the Company in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.
- 31.2 The Directors may be paid remuneration only in cash. The amount of such remuneration shall be determined by the Directors and take into account the extent and value of the services provided for the management of the Corporation and the standards of the industry within the R.O.C. and overseas.
- 31.3 Unless prohibited by the Statute or by the Applicable Public Company Rules, a Director may himself or through his firm act in a professional capacity on behalf of the Company and he or his firm shall be entitled to such remuneration for professional services as if he were not a Director.
- 31.4 A Director who engages in conduct, either for himself or on behalf of another person within the scope of the Company's business, shall disclose to Members at a general meeting prior to such conduct, a summary of the major elements of such interest and obtain the ratification of the Members at such general meeting by a Supermajority Resolution vote. In case a Director engages in business conduct for himself or on behalf of another person in violation of this provision, the Members may, by an Ordinary Resolution, require the disgorgement of any and all earnings derived from such act, except when at least one year has lapsed since the realization of such associated earnings.
- 31.5 Notwithstanding anything to the contrary contained in this Article 30, a Director who has a personal interest in the matter under discussion at a meeting of the Directors, which may conflict with the interest of the Company, shall disclose to the meeting his or her interest and the material information of such interest, and shall not vote nor exercise voting rights on behalf of another Director; the voting right of such Director who cannot vote or exercise any voting right as prescribed above shall not be counted in the number of votes of Directors present at the board meeting.

## **32 Minutes**

The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of Directors including the names of the Directors present at each meeting.

## **33 Delegation of Directors' Powers**

- 33.1 Subject to the Applicable Public Company Rules, the Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him provided that the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.
- 33.2 The Directors may establish any committees or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees. Any such appointment may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of any such committee shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.
- 33.3 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.
- 33.4 The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.
- 33.5 The Directors shall appoint a chairman and may appoint such other officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer may be removed by resolution of the Directors.
- 33.6 Notwithstanding anything to the contrary contained in this Article 33, unless otherwise permitted by the Applicable Public Company Rules, the Directors shall establish an audit committee comprised of all of the Independent Directors, one of whom shall be the chairman, and at least one of whom shall have accounting or financial expertise to the extent required by the Applicable Public Company Rules. A resolution of the audit committee shall be passed by one-half or more of all members of such committee. The rules and procedures of the audit committee shall be in accordance with policies proposed by the members of the audit committee and passed by the Directors from time to time, which shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules and the instruction of the FSC or GTSM (or TSE, as applicable), if any. The Directors shall, by a resolution, adopt a charter for the audit committee in accordance with these Articles and the Applicable Public Company Rules.
- 33.7 Any of the following matters of the Company shall require the consent of one-half or more of all audit committee members and be submitted to the board of Directors for resolution:
- (a) Adoption or amendment of an internal control system of the Company;
  - (b) Assessment of the effectiveness of the internal control system;

- (c) Adoption or amendment of handling procedures for significant financial or operational actions, such as acquisition or disposal of assets, derivatives trading, extension of monetary loans to others, or endorsements or guarantees on behalf of others;
- (d) A matter where a Director has a personal interest;
- (e) A material asset or derivatives transaction;
- (f) A material monetary loan, endorsement, or provision of guarantee;
- (g) The offering, issuance, or Private Placement of any equity-type securities;
- (h) The hiring or dismissal of an attesting certified public accountant, or the compensation given thereto;
- (i) The appointment or removal of a financial, accounting, or internal auditing officer;
- (j) Annual and semi-annual financial reports;
- (k) Any other matter so determined by the Company from time to time or required by any competent authority overseeing the Company.

Except for item (j) above, any matter under subparagraphs (a) through (k) of the preceding paragraph that has not been approved with the consent of one-half or more of the audit committee members may be undertaken only upon the approval of two-thirds or more of all Directors, without regard to the restrictions of the preceding paragraph, and the resolution of the audit committee shall be recorded in the minutes of the Directors meeting.

- 33.8 The Directors shall establish a remuneration committee in accordance with the Applicable Public Company Rules. The number of members of the remuneration committee, professional qualifications, restrictions on shareholdings and position that a member of the remuneration committee may concurrently hold, and assessment of independence with respect to the members of the remuneration committee shall comply with the Applicable Public Company Rules. The remuneration committee shall comprise of no less than three members, one of which shall be appointed as chairman of the remuneration committee. The rules and procedures for convening any meeting of the remuneration committee shall comply with policies proposed by the members of the remuneration committee and approved by the Directors from time to time, provided that the rules and procedures approved by the Directors shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules and any directions of the FSC or GTSM (or TSE, as applicable). The Directors shall, by a resolution, adopt a charter for the remuneration committee in accordance with these Articles and the Applicable Public Company Rules.
- 33.9 The remuneration referred in the preceding Article shall include the compensation, salary, stock options and other incentive payment to the Directors and managers of the Company. Unless otherwise specified by the Applicable Public Company Rules, the managers of the Company for the purposes of this Article 32.9 shall mean executive officers of the Company with the rank of Vice President or higher and have the powers to make decisions for the Company.

## **34 Seal**

- 34.1 The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. The use of Seal shall be in accordance with the use of Seal policy adopted by the Directors from time to time.
- 34.2 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals, each of which shall be a facsimile of the common Seal of the Company and kept under the custody of a person appointed by the Directors, and if the Directors so determine, with the addition on its face of the name of every place where it is to be used.
- 34.3 A person authorized by the Directors may affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

## **35 Dividends, Distributions and Reserve**

- 35.1 The Company may distribute profits in accordance with a proposal for distribution of profits prepared by the Directors and approved by the Members by an Ordinary Resolution at any general meeting. The Directors shall prepare such proposal as follows: the proposal shall begin with the Company's Annual Net Income and offset its losses in previous years that have not been previously offset, then set aside a special capital reserve at 10% of the profits left over, until the accumulated special capital reserve has equalled the total capital of the Company; then the Company may set aside no more than 3% of the balance as bonus to Directors. The Directors shall specify the exact percentages or amounts to be distributed as bonus to Directors in preparing the proposal for distribution of profits, and the Members may amend such proposal prior to its approval. Any balance left over may be distributed as Dividends (including cash dividends or stock dividends) or bonuses in accordance with the Statute and the Applicable Public Company Rules and after taking into consideration financial, business and operational factors, provided that, however the amount of cash dividends distributed thereupon shall not be less than 10% of the profits proposed to be distributed of the then current year.
- 35.2 Subject to the Statute and this Article, the Directors may declare Dividends and distributions on Shares in issue and authorise payment of the Dividends or distributions out of the funds of the Company lawfully available therefor. No Dividend or distribution shall be paid except out of the realised or unrealised profits of the Company, or out of the share premium account or as otherwise permitted by the Statute.
- 35.3 Except as otherwise provided by the rights attached to Shares, all Dividends shall be declared and paid in proportion to the number of Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date that Share shall rank for Dividend accordingly.
- 35.4 The Directors may deduct from any Dividend or distribution payable to any Member all sums of money (if any) then payable by him to the Company on any account.
- 35.5 The Directors may, after obtaining an Ordinary Resolution, declare that any distribution other than Dividends be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.
- 35.6 Any Dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- 35.7 No Dividend or distribution shall bear interest against the Company.
- 35.8 Any Dividend which cannot be paid to a Member and/or which remains unclaimed after six months from the date of declaration of such Dividend may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend shall remain as a debt due to the Member. Any Dividend which remains unclaimed after a period of six years from the date of declaration of such Dividend shall be forfeited and shall revert to the Company.

## **36 Capitalisation**

Subject to Article 14.2(d), the Directors may capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of Dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power to the Directors



to make such provisions as they think fit such that Shares shall not become distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

### **37 Tender Offer**

Within seven days after the receipt of the copy of a tender offer application form and relevant documents by the Company or its litigation or non-litigation agent appointed pursuant to the Applicable Public Company Rules, the board of the Directors shall resolve to recommend to the Members whether to accept or object to the tender offer and make a public announcement of the following:

1. The types and amount of the Shares held by the Directors and the Members holding more than 10% of the outstanding Shares in its own name or in the name of other persons.
2. Recommendations to the Members on the tender offer, which shall set forth the names of the Directors who abstain or object to the tender offer and the reason(s) therefor.
3. Whether there is any material change in the financial condition of the Company after the submission of the latest financial report and an explanation of the change, if any.
4. The types, numbers and amount of the Shares of the tender offeror or its affiliates held by the Directors and the Members holding more than 10% of the outstanding Shares held in its own name or in the name of other persons.

### **38 Books of Account**

- 38.1 The Directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- 38.2 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.
- 38.3 The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.
- 38.4 Minutes and written records of all meetings of Directors, any committees of Directors, and any general meeting shall be made in the Chinese language with an English translation. In the event of any inconsistency between the Chinese language version and the relevant English translation, the Chinese language version shall prevail, except in the case where a resolution is required to be filed with the Registrar of Companies in the Cayman Islands, in which case the English language version shall prevail.
- 38.5 The instruments of proxy, documents, forms/statements and information in electronic media prepared in accordance with the Articles and relevant rules and regulations shall be kept for at least one year. However, if a Member institutes a lawsuit with respect to such instruments of proxy, documents, forms/statements and/or information mentioned herein, they shall be kept until the conclusion of the litigation if longer than one year.

### **39 Notices**

- 39.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex or e-mail to him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail.

- 39.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays) following the day on which the notice was posted. Where a notice is sent by cable or telex, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by e-mail service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.
- 39.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 39.4 Notice of every general meeting shall be given in any manner hereinbefore authorised to every person shown as a Member in the Register of Members on the record date for such meeting and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

#### **40 Winding Up**

- 40.1 If the Company shall be wound up, and the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the number of the Shares held by them. If in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the number of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.
- 40.2 If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute and in compliance with the Applicable Public Company Rules, divide amongst the Members in proportion to the number of Shares they hold the whole or any part of the assets of the Company in kind (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

#### **41 Financial Year**

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

#### **42 Transfer by way of Continuation**

If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of

continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

**43 Litigation and Non-Litigation Agent in the R.O.C.**

Subject to the provisions of the Statute, the Company shall, by a resolution of the Directors, appoint or remove a natural person domiciled or resident in the territory of the R.O.C. to be its litigation and non-litigation agent in the R.O.C., pursuant to the Applicable Public Company Rules, and under which the litigation and non-litigation agent shall be the responsible person of the Company in the R.O.C. The Company shall report such appointment and any change thereof to the competent authorities in the R.O.C. pursuant to the Applicable Public Company Rules.

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## 附錄三

# 合富醫療控股股份有限公司 資金貸與他人作業程序

### 第一條（總則）

凡本公司及子公司資金貸與他人相關事項，均應依本作業程序之規定辦理。本作業程序如有未盡事宜或法令另有規定者，悉依相關法令規定辦理之。

本作業程序所稱之子公司及母公司，應依國際財務報導準則第二十七號及第二十八號認定之。本作業程序所稱之淨值，係指國際財務報導準則規定之資產負債表歸屬於母公司業主之權益。

### 第二條（得資金貸與之對象）

本公司及子公司得資金貸與之對象，應限於：

- 一、與本公司及子公司有業務往來之公司或行號；或
- 二、有短期融通資金之必要的公司或行號。

前項所稱短期，係指一年之期間。但公司之營業週期長於一年者，以營業週期為準。

本公司及子公司直接及間接持有表決權股份百分之百之非中國民國子公司間從事資金貸與，不受第一項第二款之限制。

### 第三條（資金貸與他人之評估標準）

本公司及子公司擬將資金貸與他人，應依下列標準進行必要性及合理性評估：

- 一、因業務往來關係從事資金貸與，應以貸與金額與業務往來金額是否相當為評估標準。
- 二、有短期融通資金之必要者，應以因購料或營運週轉需要等原因或情形為限。其中本公司及子公司直接及間接持有表決權股份百分之百之公司因營運週轉而有融通資金必要者，得包含償還銀行借款、購置設備、轉投資等原因或情形者。

### 第四條（資金貸與總額及個別對象之限額）

本公司及子公司資金貸與他人之總額及對個別對象之限額如下：

- 一、與本公司及子公司有業務往來之公司或行號，個別對象貸與之總金額不得超過雙方於資金貸與前十二個月期間內之業務往來總金額（所稱業務往來金額，係指雙方間進貨或銷貨金額孰高者）；對所有有業務往來之公司及行號貸與之總金額不得超過其個別對象資金貸與前十二個月期間內之業務往來總金額合計；
- 二、本公司直接及間接持有表決權股份或出資總額百分之百之非中華民國子公司間，因業務往來關係而從事資金貸與，不受第一款之限制，惟對前開各該子公司個別貸與之總金額不得超過雙方因業務往來而產生之業務未清償帳款總額；對所有各該子公司貸與之總金額不得超過其個別因業務往來而產生之業務未清償帳款總額合計；
- 三、有短期融通資金必要之公司或行號，個別對象貸與之總金額不得超過資金貸出公司最近期財務報表淨值百分之四十；對所有有短期融通資金必要之公司及行號貸與之總金額不得超過資金貸出公司最近期財務報表淨值百分之四十。
- 四、本公司直接及間接持有表決權股份或出資總額百分之百之非中華民國子公司間，因短期融通資金之必要而從事資金貸與，不受第三款之限制，惟對前開各該子公司間之個別貸與之總金額不得超過本公司最近期財務報表淨值；對所有前開子公司間貸與之總金額，不得超過本公司最近期財務報表淨值之十倍。

## 第五條（資金貸與期限與計息方式）

本公司及子公司資金貸與他人之期限以一年（含）以下為原則，並採按月計息之方式，貸放利率視本公司資金成本機動調整，惟不得低於貸放時本公司向一般金融機構短期借款之最高利率。本公司直接及間接持有表決權股份或出資總額百分之百之非中華民國子公司間之資金貸與按第一項規定辦理。

## 第六條（資金貸與辦理程序）

本公司及子公司擬資金貸與他人時，應依下列程序辦理：

### 一、申請及審核流程

- (一) 借款人向本公司申請借款，財務部門應初步接洽，先行瞭解其資金用途及最近營業及財務狀況，依第七條規定進行詳細審查，作成徵信及審查報告後，呈董事長審核，並提請董事會決議通過後辦理，不得授權其他人決定。
- (二) 本公司與母公司或子公司間，或子公司相互間之資金貸與，應依前項規定提董事會決議，並得授權董事長對同一貸與對象於董事會決議之一定額度及不超過一年之期間內分次撥貸或循環動用。
- (三) 前項所稱一定額度，除本公司直接及間接持有表決權股份或出資總額百分之百之非中華民國子公司間外，本公司或子公司對單一企業之資金貸與之授權額度不得超過資金貸出公司最近期財務報表淨值百分之十。
- (四) 董事會決議時，應充分考量各獨立董事之意見，將其同意或反對之明確意見及反對理由列入董事會記錄。
- (五) 資金貸與事項依本作業程序及相關法規應提請董事會決議者，應事先依相關規定經審計委員會同意。

### 二、貸與通知

資金貸與案件簽奉核定後，財務部門應儘速函告或電告借款人，詳述本公司資金貸與條件，包括額度、期限、利率、擔保品及保證人等，請借款人於期限內簽約，辦妥擔保品質（抵押權設定及保證人對保手續後，以憑撥款。

### 三、簽約對保

貸放對象如非本公司之子公司時，應由財務部門擬定合約條款，經權責主管審核，並送請法律或法律顧問核閱後，再辦理簽約手續。合約內容應與核定之借款條件相符，借款人與連帶保證人於合約上簽章後，應由財務部門辦妥對保手續。

### 四、擔保品取得與保全

- (一) 貸放條件如有擔保品者，借款人應提供擔保品，並辦理質權或抵押權設定手續，以確保本公司債權。
- (二) 擔保品中除土地及有價證券外，均應投保火險，船舶車輛應投保全險，保險金額以不低於擔保品抵押價值為原則，保險單應加註以本公司原核貸條件相符；建物若於設定時尚未編定門牌號碼，其地址應以座落之地段、地號標示。
- (三) 財務部門應注意在投保期間屆滿前，通知借款人繼續投保。

### 五、撥款

貸放案經核准並經借款人簽妥契約及送存執（或分期還款）本票，辦妥擔保品抵（質）押設定登記，全部手續經核對無誤後，即可撥款。

### 六、文件之整理與保管

本公司及子公司辦理資金貸與事項，應建立備查簿，就資金貸與之對象、金額、董事會通過日期、資金貸放日期及依第七條規定應審慎評估之事項詳予登載於備查簿備查。

資金貸與對象係為本公司直接及間接持有表決權股份或出資總額百分之百之子公司者，得免依前項第二款、第四款及第五款有關通知、簽約、保證票據及擔保品抵（質）押設定等規定辦理。

## 第七條（詳細審查程序）

本公司及子公司辦理資金貸與時，應進行下列審查程序

### 一、資金貸與他人之必要性及合理性評估

借款人向本公司及子公司申請借款，財務部門應先行瞭解其資金用途，並依第三條規定評估資金貸與之必要性及合理性。

### 二、貸與對象之徵信及風險評估

(一)初次借款且非本公司之子公司者，借款人應出具合法之公司登記證明文件、法定代理人登記證明文件及必要之財務資料，向本公司以書面申請融資額度。

本公司及子公司受理申請後，應由財務部門就貸與對象之所營事業、財務狀況、償債能力與信用、獲利能力及借款用途予以調查、評估，並擬具報告。

(二)若屬繼續借款且非本公司之子公司者，原則上每年辦理徵信一次。如為重大案件，則視實際需要，每半年徵信調查一次。

(三)若屬本公司之子公司者，仍應由財務部門就其財務狀況、償債能力與信用、獲利能力及借款用途予以調查評估。

(四)若借款人財務狀況良好，且年度財務報表已委請會計師辦妥融資簽證，則得沿用超過一年尚不及二年之調查報告，並參閱會計師查核簽證報告進行貸放款案。

### 三、擔保品取得及擔保品之評估價值

本公司及子公司辦理資金貸與事項時，除貸與對象為本公司之子公司外，應取得同額之擔保本票，必要時並辦理動產或不動產之抵押設定，並應事先進行擬設定抵押之動產或不動產價值評估。前項債權擔保，債務人如提供相當資力及信用之個人或公司為保證，以代替提供擔保品者，董事會得參酌財務部門之徵信報告辦理；以公司為保證者，應注意其章程是否有訂定得為保證或限制對外保證之條款。

### 四、對公司之營運風險、財務狀況及股東權益之影響評估

(一)經徵信調查及評估後，如借款人信用評估欠佳，不擬貸放者，財務部門應將婉拒之理由，簽奉核定後，儘速簽覆借款人。

(二)對於徵信調查結果為信用評估良好，借款用途正當之案件，財務部門應填具徵信及審查報告，評估其原因、用途、目的、案件金額、效益、提供擔保品之價值、信用及營運情形，並評估對公司之營運風險、財務狀況及股東權益之影響，擬定計息利率及期限後，呈請董事長審核後，提請董事會決議後辦理。

## 第八條（後續控管及逾期債權處理）

本公司及子公司辦理資金貸與後，應對已貸與金額進行下列控管及逾期債權處理程序：

一、貸款撥放後，應經常注意借款人及保證人之財務、業務以及相關信用狀況等，如有提供擔保品者，並應注意其擔保價值有無變動情形，遇有重大變化時應立列通報董事長，並依指示為適當之處理，在放款到期二個月前，應通知借款人清償本息或辦理展期手續。

二、借款人於貸款到期或到期前償還借款時，應先計算應付之利息，連同本金一併清償後，方可將本票借款等註銷歸還借款人或辦理抵押權塗銷。

三、借款人於貸款到期時，應即還清本息。如到期未能償還而需延期者，需事先提出請求，報經董事會核准後為之，違者本公司得就其所提供之擔保品或保證人，依法逕行處分及追償。

## 第九條（資訊公開）

本公司應依本作業程序及相關法令規定，於每月十日前公告申報本公司及子公司上月份資金貸與餘額。本公司資金貸與達下列標準之一時，應於事實發生之日起算二日內，依相關法令公告申報之：

- 一、本公司及本公司之子公司資金貸與他人之餘額達本公司最近期財務報表淨值百分之二十以上。
- 二、本公司及本公司之子公司對單一企業資金貸與餘額達本公司最近期財務報表淨值百分之十以上。
- 三、本公司或本公司之子公司新增資金貸與金額達新臺幣一千萬元以上且達本公司最近期財務報表淨值百分之二以上。

本公司非屬中華民國證券交易法所稱公開發行公司之子公司，過有前項第三款應公告申報之事項者，由本公司代為公告申報之。

前二項所稱之公告申報，係指依其所適用之情形，按相關規定輸入中華民國金融監督管理委員會或財團法人中華民國證券櫃檯買賣中心指定之網際網路資訊申報網站。

本作業程序所稱事實發生日，係指交易簽約日、付款日、董事會決議日或其他足資確定交易對象及交易金額之日等日期孰前者。

本公司應依評估資金貸與情形並提列適足之備抵壞帳，且於財務報告中適當揭露有關資訊，並提供相關資料予簽證會計師執行必要之查核程序。

## 第十條（內部稽核）

本公司內部稽核人員應至少每季稽核本公司資金貸與他人作業程序及其執行情形，並作成書面紀錄，如發現重大違規情事，應即以書面通知審計委員及各獨立董事。

## 第十一條（情事變更）

本公司及子公司因情事變更，致貸與對象不符本作業程序規定或餘額超限時，應訂定改善計畫，將相關改善計畫送審計委員會及各獨立董事，並依改善計畫時程完成改善。

## 第十二條（子公司資金貸與他人）

本公司之子公司擬將資金貸與他人者，本公司應命其訂定資金貸與他人作業程序，並依規定送子公司董事會及股東會決議後實施。

本公司之子公司擬將資金貸與他人時，應遵循依前項所定之作業程序辦理，並應提供相關資料予本公司，及參酌本公司及相關人員意見後，進行資金貸與作業，子公司於貸款撥放後，應將以貸與金額之後續追蹤控管情形按月定期呈報本公司。

## 第十三條（罰則）

本公司經理人及主辦人員於辦理資金貸與他人相關事宜時，應遵循本作業程序之規定，使本公司免於遭受作業不當之損失。如有違反相關法令或本作業程序規定之情事，應依本公司相關人事規章之規定懲處。

## 第十四條（訂定程序）

本作業程序應經本公司審計委員會同意，再由董事會通過，並應提報股東會同意，如有董事表示異議且有紀錄或書面聲明者，本公司應將其異議併送提報股東會討論，修正時亦同。

## 附錄四

# 合富醫療控股股份有限公司 背書保證作業程序

### 第一條 (總則)

凡本公司對外背書保證相關事項，均應依本作業程序之規定辦理。本作業程序如有未盡事宜或法令另有規定者，悉依相關法令規定辦理之。

本作業程序所稱之子公司及母公司，應依國際財務報導準則第二十七號及第二十八號認定之。本作業程序所稱之淨值，係指國際財務報導準則規定之資產負債表歸屬於母公司業主之權益。

### 第二條 (得背書保證之對象)

本公司得對下列公司為背書保證：

- 一、有業務往來之公司。
- 二、本公司直接及間接持有表決權之股份或出資總額超過百分之五十之公司
- 三、直接及間接對本公司持有表決權之股份超過百分之五十之公司。

本公司直接及間接持有表決權股份或出資總額達百分之九十以上之公司間，得為背書保證，且其金額不得超過本公司淨值之百分之十。但本公司直接及間接持有表決權股份或出資總額百分之百之公司間背書保證，不在此限。

本公司因共同投資關係由全體出資股東依其持股比率對被投資公司背書保證者，不受前二項規定之限制，得為背書保證。

前項所稱出資，係指本公司直接出資或透過持有表決權股份或出資總額百分之百之公司出資。

### 第三條 (背書保證事項)

本作業程序所稱之背書保證係指下列事項：

- 一、融資背書保證，包括：
  - (一)客票貼現融資。
  - (二)為他公司融資之目的所為之背書或保證。
  - (三)為本公司融資之目的而另開立票據于非金融事業作擔保者。
- 二、關稅背書保證，係指為本公司或他公司有開關稅事項所為之背書或保證。
- 三、其他背書保證，係指無法歸類列入前二款之背書或保證事項。

本公司提供動產或不動產為他公司借款之擔保設定質權、抵押權者，亦應依本作業程序規定辦理。

### 第四條 (背書保證額度與評估標準)

本公司對外背書保證時，其額度及相關規定如下：

- 一、本公司對外背書保證總額度以本公司最近期財務報表淨值百分之一百為限，對單一企業背書保證額度不得超過本公司最近期財務報表淨值之百分之二十。
- 二、本公司因業務往來關係從事背書保證，就單一對象提供背書保證之金額除依前款規定外，並不得超過雙方於背書保證前十二個月期間內之業務往來總金額(所稱業務往來金額，係指雙方間進貨或銷貨金額孰高者)。
- 三、本公司及各子公司對非由本公司直接或間接持有股份或出資總額百分之百之公司為背書保證者，其合計總額以本公司最近期財務報表淨值之百分之四十為限，整體得為背書保證之總額度以本公司最近期財務報表淨值百分之二百五十為限;對單一企業背書保證之金額，以本公司最近期財務報表淨值之百分之二十為限。
- 四、本公司對本公司直接或間接持有股份或出資總額百分之百之子公司及該等子公司相互間為背書保證時，得不受前三款有關對單一企業背書保證額度之限制。



## 第五條 (背書保證辦理程序)

本公司擬為他人背書或提供保證時，應依下列程序辦理：

### 一、申請及審核流程

- (一)他公司向本公司申請背書保證時，財務部門應初步接洽，先行瞭解其目的、金額及檢附相關文件，依第六條規定進行詳細審查，作成徵信及審查報告，並依第八條規定呈請董事會核准後辦理。
- (二)本公司因自身業務或營運需求而須為本公司或子公司辦理背書保證時，財務部門應檢兵相關文件，依第六條規定進行詳細審查，作成審查報告後，依第八條規定呈請核准後辦理。

### 二、背書保證通知

背書保證案件簽奉核定後，財務部門應儘速函告或電告申請被背書保證公司，經評估需取得擔保品者，請其於期限內辦妥擔保品質(抵)押權設定等手續後，始可依第七條第二項將背書保證契約書、保證票據或保證函等相關文件，呈送印鑑保管人鈐印或簽發票據或由董事會授權之人簽署。

### 三、擔保品取得與保全

- (一)本公司辦理背書保證事項經評估需取得擔保品時，應辦理質權或抵押權之設定手續，以確保本公司之權利。
- (二)擔保品中除土地及有價證券外，均應投保火險，船舶車輛應投保全險，保險金額以不低於擔保品抵押價值為原則，保險單應加註以本公司原背書保證條件相符；建物若於設定時，尚未編定門牌號碼，其地址應與座落之地段、地號標示。
- (三)財務部門應注意在投保期間屆滿前，通知借款人繼續投保。

### 四、文件之整理與保管

本公司辦理背書保證事項，應建立備查簿，就背書保證對象、金額、董事會通過或董事長決行日期、背書保證日期及依第六條規定應審慎評估之事項，詳予登載於備查簿備查。

## 第六條 (詳細審查程序)

本公司擬為他人背書或提供保證時，應進行下列審查程序

### 一、背書保證之必要性及合理性評估

他公司向本公司申請背書保證或本公司因自身業務或營運需求而須為本公司或子公司辦理背書保證時，財務部門應先行瞭解其目的，並評估背書保證之必要性及合理性。

### 二、背書保證對象之徵信及風險評估

- (一)初次背書保證且非本公司之子公司者，被背書保證公司應出具合法之公司登記證明文件、法定代理人登記證明文件及必要之財務資料，向本公司以書面申請背書保證。  
本公司受理申請後，應由財務部門就背書保證對象之所營事業、財務狀況及背書保證目的予以調查、評估，並擬具報告。
- (二)若屬繼續背書保證且非本公司之子公司者，原則上每年辦理徵信一次。如為重大案件，則視實際須要，每半年徵信調查一次。
- (三)若屬本公司之子公司者仍應由財務部門就其財務狀況及背書保證目的予以調查。

### 三、擔保品取得及擔保品之評估價值

本公司辦理對外背書保證事項時，除子公司外，得視實際需要要求被背書保證企業提供本票、動產或不動產作為擔保，並應事先進行擬設定抵押之動產或不動產價值評估。  
前項債權擔保，債務人如提供相當資力及信用之個人或公司為保證，以代替提供擔保品者，董事長及董事會得參酌財務部門之徵信報告辦理。

### 四、對公司之營運風險、財務狀況及股東權益之影響評估

- (一)經徵信調查及評估後，如被背書保證公司信用評估欠佳，不擬為其背書保證者，財務部門應將婉拒之理由，簽奉核定後，儘速簽覆申請被背書保證公司。
- (二)對於徵信調查結果為信用評估良好，背書保證目的正當之案件，財務部門應填具徵信及

審查報告，評估其原因、用途、目的、案件金額、提供擔保品之價值、信用及營運情形，並評估對公司之營運風恰、財務狀況及股東權益之影響後，依第八條規定呈請核准後辦理。

(三)若屬淨值低於本公司實收資本額二分之一之子公司，應定期評估背書保證相關風險呈報責單位審閱，以管控背書保證所可能產生之風險。

### **第七條 (印鑑章使用及保管程序)**

本公司得經董事會決議備置背書保證之專用印鑑章，如決議備置，該印鑑章應由經董事會同意之專責人員保管，並應依照本公司所定之作業程序，始得鈐印或簽發票據。

本公司為他人背書或提供保證時，本公司所出具之背書保證契約書、保證票據或保證函等相關文件，應經前項專用印鑑章鈐印或簽發票據或由董事會授權之人簽署。

### **第八條 (決策及授權層級)**

本公司辦理對外背書保證時，決策及授權層級如下：

- 一、本公司因自身業務或營運需求而須為本公司或子公司辦理背書保證時，得經董事會決議，授權董事長在對外背書保證總額及單一企業額度分別不超過本公司最近期財務報表淨值百分之一百及百分之二十之額度內決行，事後再報經最近期之董事會追認之。
- 二、本公司直接及間接持有表決權股份或投資總額達百分之九十以上之子公司依第二條第二項規定為背書保證前，並應提報本公司董事會決議後始得辦理。但本公司直接及間接持有表決權股份或投資總額百分之百之公司間為背書保證，不在此限。
- 三、本公司為有業務往來之他公司辦理背書保證，或為本公司或子公司辦理背書保證時超過前款授權董事長決定額度時，應提報董事會決議後辦理。本公司設置獨立董事後，為他人背書保證，應充分考量各獨立董事之意見，並將其同意或反對之明確意見及反對之理由列入董事會紀錄。
- 四、背書保證事項依本作業程序及相關法規提請董事會決議者，應事先依相關規定經審計委員會同意。
- 五、本公司辦理背書保證因業務需要，而有超過第四條所訂額度之必要且符合第二條所訂條件者，應經審計委員會同意後，再提報董事會決議通過，並由半數以上之董事對公司超限可能產生之損失具名聯保，並修正本作業程序，報經股東會追認之；股東會不同意時，本公司應訂定計畫於一定期限內銷除超限部分。本公司設置獨立董事後，於董事會討論之意見，應充分考量各獨立董事之意見，並將其同意或反對之明確意見及反對之理由列入董事會紀錄。

### **第九條 (資訊公開)**

本公司應依本作業程序反相關法令規定，於每月十日前公告申報於本公司及子公司上月份背書保證餘額。本公司背書保證達下列標準之一時應於事實發生之日起算二日內，依相關法令公告申報之：

- 一、本公司及本公司之子公司背書保證餘額達本公司最近期財務報表淨值百分之五十以上。
- 二、本公司及本公司之子公司對單一企業背書保證餘額達本公司最近期財務報表淨值百分之二十以上。
- 三、本公司及本公司之子公司對單一企業背書保證餘額達新臺幣一千萬元以上且對其背書保證、長期性質之投資及資金貸與餘額合計數達本公司最近期財務報表淨值百分之三十以上。
- 四、本公司或本公司之子公司新增背書保證金額達新臺幣三十萬元以上且達本公司最近期財務報表淨值百分之五以上。

本公司非屬中華民國證券交易法所稱公開發行公司之子公司，遇有前項第四款應公告申報之事項者，由本公司代為公告申報之。

前二項所稱之公告申報，係指依其所適用之情形，按相關規定輸入中華民國金融監督管理委員會或財團法人中華民國證券櫃檯買賣中心指定之網際網路資訊申報網站。

本作業程序所稱事實發生日，係指交易簽約日、付款日、董事會決議日或其他足資確定交易對象及交易金額之日等日期孰前者。

本公司應評估或認列背書保證之或有損失且於財務報告中適當揭露背書保證資訊，並提供簽證會計師相關資料，供其執行必要之查核程序。

#### **第十條 (子公司為背書保證)**

本公司之子公司擬為他人背書或提供保證者，本公司應命其訂定背書保證作業程序，並依規定送子公司董事會及股東會決議後實施。

本公司之子公司擬為他人提供背書保證時，應遵循前項所定之作業程序辦理，並應提供相關資料予本公司，及參酌本公司相關人員意見後，進行背書保證作業。子公司於背書保證後，應將其已背書保證金額之後續追蹤控管情形按月定期呈報本公司。

#### **第十一條 (內部稽核)**

本公司內部稽核人員應至少每季稽核本公司背書保證作業程序及其執行情形，並作成書面紀錄，如發現重大違規情事，應即以書面通知審計委員會各委員或各獨立董事並依計畫時程完成改善。

#### **第十二條 (情事變更)**

因情事變更，致本公司背書保證對象不符本作業程序規定或金額超限時，應訂定改善計畫，將相關改善計畫送審計委員會各委員或各獨立董事，並依計畫時程完成改善。

#### **第十三條 (罰則)**

本公司經理人及主辦人員於辦理背書保證相關事宜時，應遵循本作業程序之規定，使公司免於遭受作業不當之損失。如有違反相關法令或本作業程序規定之情事，應依本公司相關人事規章之規定懲處。

#### **第十四條 (本作業程序之訂定)**

本作業程序應經本公司審計委員會同意，再經董事會通過，並提報股東會同意，如有董事表示異議且有紀錄或書面聲明者，本公司應將其異議併送提報股東會討論，修正時亦同。

## 附錄五

# 合富醫療控股股份有限公司股東會議事規則

### 第一條（前言）

為建立本公司良好股東會治理制度、健全監督功能及強化管理機能，爰訂定本議事規則，以資遵循。

### 第二條（總則）

本公司股東會之議事規則，除法令或章程另有規定者外，應依本議事規則之規定。

### 第三條（股東會之召集及通知程序）

本公司股東會除法令或章程另有規定外，由董事會召集之。

董事會經繼續一年以上持有已發行股份總數百分之三以上股份之股東依章程規定請求董事會召集股東臨時會而於股東提出請求日起十五日內未為股東臨時會召集之通知時，提出請求之股東得報經主管機關許可，自行召集股東臨時會。

股東會之召集，應編製議事手冊，並依相關法令和章程規定之時間與方式，將議事手冊及其他相關資料於中華民國證券主管機關指定之網際網路資訊申報系統（以下簡稱「申報系統」）公告申報之。

股東會召集之通知，常會應於開會日之三十日前通知各股東，臨時會應於十五日前通知各股東。通知及公告應載明召集事由；其通知經股東同意者，得以電子方式為之。

與下列有關之事項應載明於股東會通知並說明其主要內容，且不得以臨時動議提出：

- 一、選舉或解任董事；
- 二、修改章程；
- 三、（一）解散、合併或分割；（二）訂立、修改或終止關於出租本公司全部營業，或委託經營，或與他人經常共同經營之契約；（三）讓與本公司全部或主要部份之營業或財產；（四）受讓他人全部營業或財產而對本公司營運有重大影響者；
- 四、許可董事為其自己或他人從事本公司營業範圍內事務之行為；
- 五、以發行新股方式分配本公司全部或部分盈餘、法定公積及其他依本公司章程第 35 條規定款項之資本化；
- 六、本公司私募發行具股權性質之有價證券。

### 第四條（委託書）

股東得依據本公司章程以本公司核准之格式之委託書，載明授權範圍，委託代理人，出席股東會，並載明該委託書僅為特定股東會所為。

委託書格式內容應至少包括填表須知、股東委託行使事項及股東、受託代理人及徵求人（若有）基本資料等項目，委託書用紙並應與股東會召集通知同時提供予股東，並應於同日分發予所有股東。

一股東以出具一委託書，並以委託一人為限，應於股東會開會五日前送達本公司登記處所或送達股東會召集通知或本公司寄出之委託書上所指定之處所，委託書有重複時，以最先送達者為準。但股東在後送達的文件中明確以書面聲明撤銷前委託者，不在此限。

委託書送達本公司後，股東欲親自出席股東會者，至遲應於股東會開會前，以書面向本公司為撤銷委託之通知，該通知應敘明撤銷委託之原因係因被代理人於出具委託書時不具行為能力或不具委託權力或其他事由；逾期撤銷者，以委託代理人出席行使之表決權為準。

## 第五條（召開股東會地點及時間）

股東會應於董事會指定之時間及地點召開，惟除法令另有規定外，股東會應於中華民國境內召開。如董事會決議在台灣境外召開股東會，本公司應於董事會決議或股東取得中華民國相關主管機關召集許可後二日內申報櫃買中心（或證交所，若適用）同意。於中華民國境外召開股東會時，本公司應於中華民國境內委託經中華民國證券主管機關及櫃買中心（或證交所，若適用）核准之指定機構，受理該等股東會行政事務（包括但不限於受理股東委託投票事宜）。

## 第六條（簽名簿等文件之備置）

本公司應設簽名簿供出席股東本人或股東所委託之代理人（以下稱股東）簽到，或由股東繳交簽到卡以代簽到。

本公司應依相關法令或章程之規定將議事手冊、年報、出席證、發言條、表決票及其他會議資料，交付予出席股東會之股東；有選舉董事、監察人者，應另附選舉票。

股東應憑出席證、出席簽到卡或其他出席證件出席股東會；屬徵求委託書之徵求人並應攜帶身分證明文件，以備核對。

股東非為自然人時，出席股東會之代表人不限於一人，但僅得指派一人代表行使股東權利。

## 第七條（股東會主席、列席人員）

股東會如由董事會召集者，其主席應由董事長擔任之，董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定董事一人代理之，董事長未指定代理人或所指定之代理人因故不能行使代理職權時，應由其他出席之董事互推一人代理之。股東會如由董事會以外之其他召集權人召集者，主席由該召集權人擔任之，召集權人有二人以上時，應互推一人擔任之。

董事會所召集之股東會，宜有董事會過半數之董事參與出席。

本公司得指派所委任之律師、會計師或相關人員列席股東會。

## 第八條（股東會法定出席股份數）

股東會之出席，應以股份為計算基準。出席股數依簽名簿或繳交之簽到卡，加計以書面或電子方式行使表決權之股數計算之。

已屆開會時間，主席應即宣布開會，惟除本公司章程另有明文規定外，若於指定為股東會會議之時間開始時出席股東代表股份數未達法定出席股份數，或於股東會會議進行中出席股東代表股份數未達法定出席股份數者，主席得宣布延後開會，但其延後次數以二次為上限，且延後時間合計不得超過一小時。如股東會經延後二次開會但出席股東代表股份數仍不足法定出席股份數時，主席應宣布該股東會流會。如仍有召集股東會之必要者，則應依本公司章程規定重行召集一次新的股東會。

## 第九條（議案討論）

股東會如由董事會召集者，其議程由董事會訂定之，會議應依排定之議程進行，非經股東會決議不得變更之。

於相關之股東名冊停止過戶期間前持有已發行股份總數百分之一以上股份之股東，得以書面向本公司提出一項股東常會議案。

股東會如由董事會以外之其他有召集權人召集者，準用第一項之規定。

第一項及第三項排定之議程於議事（含臨時動議）未終結前，非經決議，主席不得逕行宣布散會；主席違反本議事規則，宣布散會者，董事會其他成員應迅速協助出席股東依法定程序，以出席股東表決權過半數之同意推選一人擔任主席，繼續開會。

主席對於議案及股東所提之修正案或臨時動議，應給予充分說明及討論之機會，認為已達可付表決之程度時，得宣布停止討論，提付表決。

本公司應將股東會開會之過程全程錄音或錄影，相關影音資料應至少保存一年，遇有與股東會召集程序不當或不當通過決議有關之訴訟情事時，應保存至訴訟終結為止。前述之保存方式得以電子檔案形式為之。

### **第十條（股東發言）**

出席股東發言前，須先填具發言條載明發言要旨、股東戶號（或出席證編號）及戶名，由主席定其發言順序。

出席股東僅提發言條而未發言者，視為未發言。發言內容與發言條記載不符者，以發言內容為準。同一議案每一股東發言，非經主席之同意不得超過兩次，每次不得超過五分鐘，惟股東發言違反規定或超出議題範圍者，主席得制止其發言。

出席股東發言時，其他股東除經徵得主席及發言股東同意外，不得發言干擾，違反者主席應予制止。

法人股東指派二人以上之代表出席股東會時，同一議案僅得推由一人發言。

出席股東發言後，主席得親自或指定相關人員答覆。

### **第十一條（表決股數之計算、迴避制度）**

股東會之表決除章程另有規定外，依下列規定及第 12 條規定辦理。

股東會之表決，應以股份為計算基準。

股東會之決議，對依章程或法令規定無表決權股東之股份數，不算入已發行股份之總數。

股東對於股東會討論之事項，有自身利害關係且其利益可能與本公司之利益衝突者，就其所持有的股份，不得在股東會上就該議案加入表決，並不得代理他股東行使其表決權。

前項不得行使表決權之股份數，不算入已出席股東之表決權數。但為計算法定出席股份數門檻之目的，此等股份仍應計入出席該股東會股東所代表之股份數。

除章程另有規定或章程或本議事規則所列無表決權者外，股東每股有一表決權。

除依據中華民國法律組織之信託事業或章程規定之公開發行公司規則核准之股務代理機構外，一人同時受二人以上股東委託時，其代理之表決權不得超過股票停止過戶前本公司已發行股份總數表決權之百分之三，超過時其超過之表決權，不予計算。

### **第十二條（行使表決權及決議之方式）**

本公司董事會得決定本公司召開股東會時，股東得以書面投票或電子方式行使其表決權；惟如表決權得以書面投票或電子方式行使時，表決權行使方法應載明於股東會召集通知。股東依前開規定以書面投票或電子方式行使其於股東會之表決權時，應視為親自出席該次股東會。但就該次股東會之臨時動議及/或原議案之修正，此等股東無權受通知以及無權行使表決權。為避免疑義，以此種方式行使表決權之股東應視為已拋棄其就該次股東會之臨時動議及/或原議案之修正之通知及表決權之權利。

前項以書面投票或電子方式行使表決權者，其意思表示應於股東會開會二日前送達公司，意思表示有重複時，以最先送達者為準。但聲明撤銷前意思表示者，不在此限。

股東依前項規定將其以書面投票或電子方式行使表決權之意思表示送達公司後，嗣後如欲親自出席股東會者，至遲應於股東會開會前二日以與行使表決權相同之方式撤銷前項行使表決權之意思表示；逾期撤銷者，以書面投票或電子方式行使之表決權為準。如以書面投票或電子方式行使表決權並以委託書委託代理人出席股東會者，以委託代理人出席行使之表決權為準。

除章程或本議事規則另有規定外，議案之表決應依出席股東表決權數過半數之同意通過之。表決時，應逐案由主席或其指定人員宣佈出席股東之表決權總數。

同一議案有修正案或替代案時，由主席併同原案定其表決之順序。如其中一案已獲通過時，其他議案即視為否決，勿庸再行表決。

議案表決之監票及計票人員，由主席指定之，但監票人員應具有股東身分。

計票應於股東會場內公開為之，表決之結果，應當場報告，並作成紀錄。

### **第十三條（選舉或解任事項）**

股東會有選舉或解任董事時，應依本公司章程辦理，並應當場宣布選舉或解任結果。前項選舉或解任之選舉或表決票，應由監票人及主席密封簽字後至少保存一年，遇有與股東會召集程序不當或不當通過決議有關之訴訟情事時，應保存至訴訟終結為止。

### **第十四條（股東會議事錄）**

股東會之議決事項，應作成議事錄，由主席簽名或蓋章，並於會後二十日內，將議事錄分發各股東或以公告方式為之。議事錄之製作及分發，得以電子方式為之，並依相關法令於申報系統公告申報之。

議事錄應確實依會議之年、月、日、場所、主席姓名、決議方法、議事經過之要領及其結果記載之，在本公司存續期間，應永久保存。

### **第十五條（會場秩序之維護）**

辦理股東會之會務人員應佩帶識別證或臂章。

股東會得設置糾察員或保全人員並由主席指揮協助維持會場秩序。糾察員或保全人員在場協助維持秩序時，應佩戴「糾察員」字樣臂章或識別證。

會場備有擴音設備者，股東非以本公司配置之設備發言時，主席得制止之。

股東違反本議事規則不服從主席糾正，或妨礙會議之進行經制止不從者，得由主席指揮糾察員或保全人員請其離開會場。

### **第十六條（休息、續行集會）**

會議進行時，主席得酌定時間宣布休息，發生不可抗拒之情事時，主席得裁定暫時停止會議，並視情況宣布續行開會之時間。

股東會排定之議程於議事（含臨時動議）未終結前，開會之場地屆時未能繼續使用，得由股東會決議另覓場地繼續開會。

### **第十七條（訂定和修訂程序）**

本議事規則經股東會通過後施行，修正時亦同。

### **第十八條（法令變動）**

如有與本規則所訂事項相關之中華民國法令有所變動，該新修正之法令應優先於本規則相關條款之適用，且本公司應依該新修正之法令修改本規則，並將該修正案提交下次股東會通過。

## 董事名冊

職稱	姓名	選任日期	選任時持有股數			現在持有股數			備註
			種類	股數	佔當時發行%	種類	股數	佔當時發行%	
董事長	王瓊芝	103.06.06	普通股	5,528,501	10.06%	普通股	5,558,927	9.66%	
董事	李惇	103.06.06	普通股	5,536,045	10.08%	普通股	5,730,487	9.96%	
董事	金權	103.06.06	普通股	691,210	1.26%	普通股	447,981	0.78%	
董事	李正斌	103.06.06	普通股	221,139	0.40%	普通股	225,555	0.39%	
董事	吳樂生	103.06.06	普通股	0	0.00%	普通股	0	0.00%	
獨立董事	蔡彥卿	103.06.06	普通股	0	0.00%	普通股	0	0.00%	
獨立董事	樓迎統	103.06.06	普通股	50,000	0.09%	普通股	50,998	0.09%	
獨立董事	董宗雯	103.06.06	普通股	224,834	0.41%	普通股	229,324	0.40%	
	合計		普通股	12,251,729		普通股	12,243,272		

103年06月06日發行總股份：  
105年04月09日發行總股份：

54,935,561股  
57,522,085股

備註：本公司全體董事法定應持有股份：4,601,766股，截至105年04月09日止持有：11,962,950股  
 ◎本公司設置審計委員會，故無監察人法定應持有股數之適用  
 ◎獨立董事持股不計入董事持股數



