

股票代號：8411

KINGCAN HOLDINGS LIMITED

福貞控股股份有限公司

九十九年股東常會

議 事 手 冊

時間：中華民國九十九年六月二十五日（星期五）

地點：台中市西屯區市政北一路1號8樓

目 錄

壹、開會程序.....	1
貳、開會議程.....	2
一、報告事項.....	3
二、承認事項.....	4
三、討論及選舉事項.....	5
四、臨時動議.....	5
五、散會.....	5
參、附 件.....	6
一、九十八年度營業報告書.....	6
二、九十八年度（98年8月26日至98年12月31日止）會計師查核報告書、財務報表及合併財務報表.....	8
三、九十八年度（98年8月26日至98年12月31日止）盈餘分派案.....	18
四、資金貸與他人與背書保證作業程序修訂案.....	19
五、KINGCAN HOLDINGS LIMITED 及各子公司背書保證明細及其必要性與合理性報告.....	22
肆、附 錄.....	24
一、股東會議事規則.....	24
二、本公司章程.....	28
三、董事及監察人選舉辦法.....	93
四、資金貸與他人及背書保證作業程序(修訂前).....	95
五、本公司全體董事持股情形.....	100
六、本次無償配股對公司營業績效、每股盈餘及股東投資報酬率之影響.....	101
七、員工分紅及董監事酬勞等相關資訊.....	102

股東可至 <http://newmops.twse.com.tw> 下載本公司股東會相關資料

Kingcan Holdings Limited

九十九年股東常會開會程序

一、宣佈開會

二、主席致詞

三、報告事項

四、承認事項

五、討論及選舉事項

六、臨時動議

七、散會

Kingcan Holdings Limited

九十九年股東常會議程

- 一、開會時間：中華民國九十九年六月二十五日（星期五）上午十時整
- 二、開會地點：台中市西屯區市政北一路1號8樓
- 三、出席：全體股東及股權代表人
- 四、主席：李董事長榮福
- 五、主席致詞
- 六、報告事項
 - 第一案：本公司九十八年度營業報告。
- 七、承認事項
 - 第一案：本公司九十八年度營業報告書、九十八年度(98年8月26日至98年12月31日止)財務報表及合併財務報表案。
 - 第二案：本公司九十八年度(98年8月26日至98年12月31日止)盈餘分派案。
- 八、討論及選舉事項
 - 第一案：資金貸與他人及背書保證作業程序修訂案。
 - 第二案：監察人選舉案
- 九、臨時動議
- 十、散會

報告事項

第一案：(董事會提)

案 由：本公司九十八年度營業報告，報請 公鑒。

說 明：本公司九十八年度營業報告書，請參閱【附件一】，本手冊第 6-7 頁。

承認事項

第一案：(董事會提)

案由：本公司九十八年度營業報告書、九十八年度(98年8月26日至98年12月31日止)財務報表及合併財務報表案，敬請承認。

說明：1.本公司九十八年度營業報告書暨九十八年度(98年8月26日至98年12月31日止)財務報表及合併財務報表，業經本公司董事會決議通過在案。

2.本公司九十八年度營業報告書、九十八年度(98年8月26日至98年12月31日止)會計師查核報告、財務報表及合併財務報表，請參閱【附件一】及【附件二】，本手冊第6-17頁。

決議：

第二案：(董事會提)

案由：九十八年度(98年8月26日至98年12月31日止)盈餘分派案，敬請承認。

說明：1.本公司九十八年度(98年8月26日至98年12月31日止)盈餘分派案，業經本公司九十九年四月二十四日董事會決議通過。

2.謹擬具本公司九十八年度(98年8月26日至98年12月31日止)盈餘分派表，請參閱【附件三】，本手冊第18頁。

3.本盈餘分派案俟本次股東常會通過後，授權董事會另訂配息基準日，以該基準日股東名簿記載之股東持有股份，每股無償配發現金股利0.5元。

4.本次現金股利分配未滿一元之畸零數額，授權董事長洽特定人全權處理之。

決議：

討論及選舉事項

第一案（董事會提）

案由：修訂本公司「資金貸與他人及背書保證作業程序」案，提請討論。

說明：1.為配合本公司營運需要及符合相關法令，擬修訂本公司「資金貸與他人及背書保證作業程序」相關條文。

2.修訂前後條文對照表請參閱【附件四】，本手冊第 19-21 頁。

3.因應本公司及各子公司營運需要，擬通過本公司及各子公司整體得為背書保證之總額可達本公司淨值百分之五十以上，本公司及各子公司背書保證明細及其必要性與合理性報告請參閱【附件五】，本手冊第 22-23 頁。

決議：

第二案（董事會提）

案由：本公司監察人選舉案，提請選舉。

說明：1.為完善公司治理，促進公司穩定發展，擬於本次股東會選任監察人三人。

2.新任監察人自九十九年股東常會選任後，於會議結束即刻就任。任期自 2010 年 6 月 25 日至 2012 年 8 月 25 日。

決議：

臨時動議

散會

【附件一】

KINGCAN HOLDINGS LIMITED

九十八年度營業報告書



在歷經九十七年度全球金融危機所導致的經濟嚴峻考驗，國際各種原、物料價格波動劇烈，由前三季的歷史高點乃至於第四季的迅速下跌，經濟景氣嚴重衰退。所幸進入九十八年度為相對穩定的一年，全球經濟情勢漸趨穩定，逐漸從景氣衰退中走出，但經濟環境的嚴重挑戰依然存在。

對本公司而言，九十八年度是邁向公開資本市場發展重要的一年，在公司經營管理階層秉持誠信務實、永續經營的理念，以及集團各公司員工同仁努力下，於十二月十七日在櫃檯買賣中心興櫃掛牌買賣。以下就本公司九十八年度之營運概況暨九十九年度之未來展望報告如下：

(一) 營運概況

本公司為集團最終母公司，主要為投資控股及管理各重要子公司營運，經營生產基地皆位於中國大陸福建及山東省，九十八年自八月二十六日設立至十二月三十一日合併營收為新台幣 12.2 億元，合併稅後淨利為新台幣 0.87 億元，合併稅後每股盈餘為新台幣 1.45 元，九十八年度擬制性合併營收為新台幣 36.7 億元，合併稅後淨利為新台幣 3.6 億元，合併稅後每股盈餘為新台幣 6 元。展望九十九年度，面對中國大陸內需市場的穩定增長及金屬包裝業的激烈競爭，本公司將穩健增加重要子公司之資本支出，擴大其營運規模，並持續深化各公司營運管理及成本費用合理管控，積極開拓並服務客戶及市場，以建構具有競爭力與核心價值的企業，強化策略聯盟的三贏合作。

(二) 本公司重要投資子公司

1. 福建福貞金屬包裝有限公司

福建福貞公司在九十八年度由於原、物料價格相對穩定，且成本及費用管控得宜，復加上差異化高毛利產品貢獻獲利，使得年度營業收入為人民幣 6.94 億元，較前一年度雖為持平狀況，但稅後淨利達人民幣 0.77 億元，較前一年度增加 154.33%。面對九十九年度中國大陸內需市場的激烈競爭及其他種類包裝產品的壓力，福建福貞公司將持續增加資本支出，擴大生產營運規模，提升及運用先進生產技術，以提供客戶最穩定的需求量和高品質的產品。

2. 山東福貞金屬包裝有限公司

山東福貞公司於九十八年度七月正式生產加入營運，雖營運時間不到一年，但由於穩定的客戶需求量以及集團各公司營運管理的全力支持，使得年度營業收入為人民幣 0.83

億元，稅後淨利為人民幣 452.5 萬元，已呈現獲利狀況。展望九十九年度，山東福貞公司也將持續增加資本支出，建立完整的營運生產製程，除提供既有客戶穩定的品質及供應量外，並積極拓展大陸北方的金屬包裝市場，挹注集團公司獲利。

展望未來中國大陸內需市場雖然競爭愈見激烈，但也呈現持續穩定的成長，本公司經營團隊及所有員工同仁將以更積極務實的態度，專注本業生產營運，創造公司最大的利益，以回饋股東的支持與鼓勵，並為金屬包裝業提供有競爭力的優化商品，謝謝各位股東支持。

敬祝 平安喜樂

董事長：李榮福



總經理：莊素貞



會計主管：藍建中



【附件二】



安侯建業聯合會計師事務所

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會計師查核報告

Kingcan Holdings Limited 董事會 公鑒：

Kingcan Holdings Limited 民國九十八年十二月三十一日之資產負債表，暨自民國九十八年八月二十六日(公司設立登記日)起至十二月三十一日之損益表、股東權益變動表及現金流量表，業經本會計師查核竣事。上開財務報表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財務報表表示意見。

本會計師係依照中華民國之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，以合理確信財務報表有無重大不實表達。此項查核工作包括以抽查方式獲取財務報表所列金額及所揭露事項之查核證據、評估管理階層編製財務報表所採用之會計原則及所作之重大會計估計，暨評估財務報表整體之表達。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，第一段所述財務報表在所有重大方面係依照中華民國之證券發行人財務報告編製準則、商業會計法、商業會計處理準則中與財務會計準則相關之規定及一般公認會計原則編製，足以允當表達Kingcan Holdings Limited 民國九十八年十二月三十一日之財務狀況，暨自民國九十八年八月二十六日起至十二月三十一日之及之經營成果與現金流量。

Kingcan Holdings Limited 已編製民國九十八年度之合併財務報表，並經本會計師出具修正式無保留意見之查核報告在案，備供參考。

安侯建業聯合會計師事務所

會計師：

呂觀文

蔡松棧



證券主管機關：金管證六字第0940100754號
核准簽證文號：(90)台財證(六)字第166967號
民國九十九年四月十六日

Kingcan Holdings Limited

資產負債表

民國九十八年十二月三十一日

單位：新台幣千元

資 產	金 額	%
基金及投資：		
1421 採權益法之長期股權投資(附註四(一))	\$ 1,829,634	100
資產總計	<u>\$ 1,829,634</u>	<u>100</u>
負債及股東權益		
流動負債：		
2170 應付費用	\$ 500	-
2190 其他應付款—關係人(附註五)	1,054	-
負債合計	<u>1,554</u>	<u>-</u>
股東權益(附註四(二))：		
3110 普通股股本	600,000	33
32XX 資本公積	1,004,605	55
3350 未分配盈餘	86,782	5
3420 累積換算調整數	136,693	7
股東權益合計	<u>1,828,080</u>	<u>100</u>
負債及股東權益總計	<u>\$ 1,829,634</u>	<u>100</u>

董事長：李榮福



經理人：莊素貞



會計主管：藍建中



Kingcan Holdings Limited



民國九十八年八月二十六日(設立日)至十二月三十一日

單位:新台幣千元

	金 額	%
收入及利益：		
7121 採權益法認列之投資收益淨額(附註四(一))	\$ 88,336	100
費用及損失：		
6200 管理費用	1,554	2
本期淨利(即稅後淨利)	\$ 86,782	98
	<u>稅 前</u>	<u>稅 後</u>
9750 基本每股盈餘(附註四(三))	\$ 1.45	1.45

董事長：李榮福



經理人：莊素貞



會計主管：藍建中



Kingcan Holdings Limited

股東權益變動表

民國九十八年八月二十六日(設立日)至十二月三十一日

單位:新台幣千元

	普通股股本	資本公積	未分配盈餘	累積換算調整數	合計
民國九十八年設立時投入股本(附註四(二))	\$ 600,000	1,004,497	-	-	1,604,497
民國九十八年八月二十六日(設立日)至十二月三十一日淨利	-	-	86,782	-	86,782
認列長期股權投資資本公積變動數	-	108	-	-	108
認列長期股權投資累積換算調整數	-	-	-	136,693	136,693
民國九十八年十二月三十一日餘額	\$ 600,000	1,004,605	86,782	136,693	1,828,080



董事長：李榮福



經理人：莊素貞



會計主管：藍建中

Kingcan Holdings Limited



民國九十八年八月二十六日(設立日)至十二月三十一日

單位:新台幣千元

營業活動之現金流量：	<u>金 額</u>
本期淨利	\$ 86,782
調整項目：	
採權益法認列之投資收益淨額	(88,336)
應付費用增加	500
其他應付款－關係人增加	<u>1,054</u>
營業活動之淨現金流入	<u>-</u>
本期銀行存款增加數(即期末銀行存款餘額)	<u>\$ -</u>
不影響現金流量之投資及融資活動：	
資本公積淨增加	<u>\$ 108</u>
累積換算調整數	<u>\$ 136,693</u>

董事長：李榮福



經理人：莊素貞



會計主管：藍建中





安侯建業聯合會計師事務所

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會計師查核報告

Kingcan Holdings Limited 董事會 公鑒：

Kingcan Holdings Limited及其子公司民國九十八年十二月三十一日之合併資產負債表，暨自民國九十八年八月二十六日(公司設立登記日)至十二月三十一日之合併損益表、合併股東權益變動表及合併現金流量表，業經本會計師查核竣事。上開合併財務報表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財務報表表示意見。

本會計師係依照會計師查核簽證財務報表規則及中華民國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表有無重大不實表達。此項查核工作包括以抽查方式獲取合併財務報表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表所採用之會計原則及所作之重大會計估計，暨評估合併財務報表整體之表達。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表在所有重大方面係依照證券發行人財務報告編製準則及中華民國一般公認會計原則編製，足以允當表達Kingcan Holdings Limited及其子公司民國九十八年十二月三十一日之合併財務狀況，暨自民國九十八年八月二十六日至十二月三十一日之合併經營成果與合併現金流量。

如合併財務報表附註十(四)所述，Kingcan Holdings Limited及其子公司揭露合併擬制性資訊，主要係供補充分析之用，亦經本會計師採用第二段所述之查核程序予以查核。

安侯建業聯合會計師事務所

會計師：

呂觀文

蔡松栢



證券主管機關：金管證六字第0940100754號
核准簽證文號：(90)台財證(六)字第166967號
民國九十九年四月十六日

Kingcan Holdings Limited及其子公司

合併資產負債表

民國九十八年十二月三十一日

單位:新台幣千元

資產	金額	%	負債及股東權益	金額	%
11XX 流動資產:			21XX 流動負債:		
1100 現金及銀行存款(附註四(一))	\$182,408	6	短期借款(附註四(六)及六)	\$481,150	17
1310 公平價值變動列入損益之金融資產—流動 (附註四(二)及六)	5,933	-	應付短期票券(附註四(七)及六)	312,579	11
1121 應收票據(減: 票據貼現 702,082 千元)	545,426	19	應付帳款	175,274	6
1140 應收帳款淨額(減: 備抵壞帳 2,064 千元)	414,611	15	其他流動負債	76,665	2
1190 其他金融資產—流動(附註六)	184,150	6	負債合計	1,045,668	36
1210 存貨淨額(附註三及附註四(三))	375,097	13	股東權益(附註四(十)):		
1280 其他流動資產(附註四(九))	365,684	13	普通股股本	600,000	21
1440 流動資產合計	2,073,309	72	資本公積	1,004,605	35
15XX 其他金融資產—非流動	733	-	未分配盈餘	86,782	3
固定資產(附註三、四(四)、五及六):			累積換算調整數	136,693	5
成 本:			股東權益淨額	1,828,080	64
1521 房屋及建築	284,549	10	重大承諾事項級或有事項(附註七)		
1531 機器設備	1,304,787	45			
1511 運輸設備	20,044	1			
1561 辦公設備	12,606	-			
小 計	1,621,986	56			
15X9 減: 累計折舊	-888,121	-31			
1670 未完工程及預付設備款	19,189	1			
固定資產淨額	753,054	26			
17XX 無形資產(附註四(五)及六)	46,652	2			
資產總計	\$2,873,748	100	負債及股東權益總計	\$2,873,748	100



董事長: 李榮福



經理人: 莊素貞



會計主管: 藍建中

Kingcan Holdings Limited及其子公司

合併損益表

民國九十八年八月二十六日(設立日)至十二月三十一日

單位:新台幣千元

	金額	%
4110 營業收入	\$ 1,220,101	100
4170 減:銷貨退回	9	-
營業收入淨額	1,220,092	100
5110 營業成本	1,009,335	83
營業毛利	210,757	17
營業費用(附註五):		
6100 推銷費用	19,052	1
6200 管理費用	44,946	4
營業淨利	146,759	12
營業外收入及利益:		
7110 利息收入	1,714	-
7310 金融資產評價利益淨額(附註四(二))	800	-
	2,514	-
營業外費用及損失:		
7510 利息費用	12,063	1
7530 處分固定資產損失淨額	1,324	-
7560 兌換損失淨額	1,895	-
7880 什項支出	1,855	-
	17,137	1
7900 稅前淨利	132,136	11
8111 所得稅費用(附註四(八))	45,354	4
9600 合併總損益	\$ 86,782	7
歸屬予:		
9601 母公司股東淨利	\$ 86,782	7
	稅前	稅後
9750 基本每股盈餘(元)(附註四(十))	\$ 2.20	1.45

董事長:李榮福



經理人:莊素貞



會計主管:藍建中



Kingcan Holdings Limited及其子公司

合併股東權益變動表

民國九十八年八月二十六日(設立日)至十二月三十一日

單位:新台幣千元

	普通股股本	資本公積	未分配盈餘	累積換算調整數	合計
民國九十八年設立時投入股本(附註四(九))	\$ 600,000	1,004,497	-	-	1,604,497
民國九十八年八月二十六日(設立日)至十二月三十一日淨利	-	-	86,782	-	86,782
認列長期股權投資資本公積變動數	-	108	-	-	108
認列長期股權投資累積換算調整數	-	-	-	136,693	136,693
民國九十八年十二月三十一日餘額	<u>\$ 600,000</u>	<u>1,004,605</u>	<u>86,782</u>	<u>136,693</u>	<u>1,828,080</u>



董事長：李榮福



經理人：莊素貞



會計主管：藍建中

Kingcan Holdings Limited 及其子公司

合併現金流量表

民國九十八年八月二十六日(設立日)至十二月三十一日

單位:新台幣千元

	金 額
營業活動之現金流量：	
合併總淨利	\$ 86,782
調整項目：	
備抵壞帳淨增加	2,064
存貨跌價及呆滯損失	5,253
折舊費用及各項攤提	50,470
處分固定資產損失	1,324
公平價值變動列入損益之金融資產淨增加	(5,933)
應收帳款及票據淨增加	(962,101)
存貨增加	(380,350)
其他金融資產—流動及非流動增加	(2,496)
其他流動資產增加	(365,684)
應付帳款增加	175,274
其他流動負債增加	76,665
營業活動之淨現金流出	(1,318,732)
投資活動之現金流量：	
受限制資產—流動增加	(182,387)
購置固定資產價款	(179,748)
無形資產增加	(46,652)
投資活動之淨現金流出	(408,787)
融資活動之現金流量：	
短期借款淨增加	481,150
應付短期票券增加	312,579
融資活動之淨現金流入	793,729
匯率影響數	136,693
合併個體變動淨影響數	979,505
本期現金及銀行存款增加數	182,408
期初現金及銀行存款餘額	-
期末現金及銀行存款餘額	\$ 182,408
現金流量資訊之補充揭露：	
本期支付利息	\$ 11,043
本期支付所得稅	\$ 36,069
不影響現金流量之投資及融資活動：	
資本公積淨增加	\$ 108

董事長：李榮福



經理人：莊素貞



會計主管：藍建中



【附件三】

Kingcan Holdings Limited

民國九十八年度(98年8月26日至98年12月31日止)盈餘分派表

單位：新台幣元

項目	金額	
九十八年度稅後損益	\$	86,781,654
可供分配盈餘總額	\$	86,781,654
分配項目：		
現金股利(0.5元/股)	\$	30,000,000
期末累積未分配盈餘	\$	56,781,654
備註： 1.配發董監事酬勞新台幣0元。 2.配發員工紅利新台幣0元。 3.本次現金股利分配案，俟股東會通過後授權董事會另訂除息基準日。		

董事長：李榮福



總經理：莊素貞



會計主管：藍建中



【附件四】

KINGCAN HOLDINGS LIMITED
資金貸與他人及背書保證作業程序 修訂條文對照表

原始條號	修正後條號	原始條文	修正後條文
2	2	<p>適用範圍</p> <p>一、本公司資金貸與之對象：</p> <p>(一)應以與本公司有業務往來或有短期融通資金之必要的公司或機構為限。</p> <p>(二)有短期融通資金必要的公司或機構以下列情形為限：</p> <p>1. 母公司或本公司持股達百分之五十以上之公司因業務需要而須融通者。</p> <p>2. 其他經本公司董事會同意資金貸與者。</p> <p>二、本程序所稱之背書保證包括融資背書保證、關稅背書保證及其他背書保證三大類別：</p> <p>(一)融資背書保證：係指客票貼現融資，為他公司融資之目的所為之背書或保證，及為本公司融資之目的而另開立票據予非金融事業作擔保者。</p> <p>(二)關稅背書保證：係指本公司或其他公司有關關稅事項所為之背書或保證。</p> <p>(三)其他背書保證：係指無法歸類列入前二項之背書或保證事項。</p> <p>三、本公司得為背書保證之對象：</p> <p>(一)有業務往來之公司</p> <p>(二)母公司或本公司直接及間接持有表決權之股份超過百分之五十之公司。</p> <p>(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。</p> <p>母公司或本公司直接及間接持有表決權股份百分之百之公司間，得為背書保證。</p> <p>本公司基於承攬工程需要之同業間</p>	<p>適用範圍</p> <p>一、本公司資金貸與之對象：</p> <p>(一)應以與本公司有業務往來或有短期融通資金之必要的公司或機構為限。</p> <p>(二)有短期融通資金必要的公司或機構以下列情形為限：</p> <p>1. 母公司或本公司持股達百分之五十以上之公司因業務需要而須融通者。</p> <p>2. 其他經本公司董事會同意資金貸與者。(刪除)</p> <p>二、本程序所稱之背書保證包括融資背書保證、關稅背書保證及其他背書保證三大類別：</p> <p>(一)融資背書保證：係指客票貼現融資，為他公司融資之目的所為之背書或保證，及為本公司融資之目的而另開立票據予非金融事業作擔保者。</p> <p>(二)關稅背書保證：係指本公司或其他公司有關關稅事項所為之背書或保證。</p> <p>(三)其他背書保證：係指無法歸類列入前二項之背書或保證事項。</p> <p>三、本公司得為背書保證之對象：</p> <p>(一)有業務往來之公司。</p> <p>(二)本公司直接及間接持有表決權之股份超過百分之五十之公司。</p> <p>(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。</p> <p><u>本公司直接及間接持有表決權股份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，並應提報本公司董事會</u></p>

		<p>或共同起造人間依合約規定互保，或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。</p> <p>前項所稱出資，係指母公司或本公司直接出資或透過持有表決權股份百分之百之公司出資。</p>	<p>決議後為之。但本公司直接及間接持有表決權股份百分之百之公司間背書保證，<u>不受上述限制，但總額仍不得超過本公司淨值之百分之百，對單一企業背書保證額度仍不得超過本公司淨值之百分之五十。</u></p> <p>背書保證對象若為淨值低於實收資本額二分之一之子公司，除應於背書保證前詳細審查其必要性及合理性，並評估其風險外，<u>並應於背書保證後，逐月執行風險評估，並定期將風險評估呈報董事會。</u></p> <p>本公司基於承攬工程需要之同業間或共同起造人間依合約規定互保，或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，係指母公司或本公司直接出資或透過持有表決權股份百分之百之公司出資。</p>
3	3	<p>資金貸與及背書保證之額度</p> <p>一、本公司資金貸與對象若屬與本公司有業務往來之公司或機構，個別貸與金額不得超過前一年度雙方間進貨或銷貨金額孰高者。</p> <p>二、本公司資金貸與對象係有業務往來或有短期融通資金之必要，對於個別對象之限額不得超過本公司可貸資金總額的百分之二十；融資金額不得超過本公司淨值之百分之三十；惟對母公司或本公司直接及間接持有表決權股份超過百分之五十之子公司貸放金額不受個別對象限額限制。本公司因短期融通資金之必要所貸予之資金總額，不得超過公司淨值百分之四十。</p> <p>三、本公司對外背書保證之總額不得超過當期公司淨值百分之三十。對單一企業背書保證額度以不超過當期淨值百分之二十為限，惟對母公司或本公司直接及間接持有表決權股份超過百分</p>	<p>資金貸與及背書保證之額度</p> <p>一、<u>本公司資金貸與之總額，不得超過本公司淨值百分之四十。</u></p> <p>二、本公司資金貸與對象若屬與本公司有業務往來之公司或機構，個別貸與金額不得超過前一年度雙方間進貨或銷貨金額孰高者。本公司資金貸與對象有短期融通資金之必要者，對於個別對象之限額不得超過本公司可貸資金總額的百分之二十，惟對本公司直接及間接持有表決權股份超過<u>百分之百</u>之子公司貸放金額不受個別對象限額限制，<u>但仍不得超過本公司淨值之百分之五十。</u>但本公司直接及間接持有表決權股份百分之百之公司間，從事資金貸，不受上述限制，<u>惟總額仍不得超過本公司淨值之百分之百，對單一企業資金貸與額度仍不得超過本公司淨值之百分之五十。</u></p> <p>三、本公司對外背書保證之總額不得超過當期公司淨值百分之三十。</p>

		<p>之五十之子公司不受單一企業背書保證額度限制；如因業務關係從事背書保證者則不得超過最近一年度與本公司交易之總額（雙方間進貨或銷貨金額孰高者）。</p> <p>上述所稱短期，係指一年；所稱融資金額，係指短期融通資金之累計餘額。</p> <p>母公司或本公司直接及間接持有表決權股份百分之百之國外公司間，從事資金貸與及背書保證，不受第一項之第二款和第三款之限制。</p>	<p>對單一企業背書保證額度以不超過當期淨值百分之十為限，惟對本公司直接及間接持有表決權股份超過百分之百之子公司不受單一企業背書保證額度限制，但仍不得超過本公司淨值之百分之五十；如因業務關係從事背書保證者則不得超過最近一年度與本公司交易之總額（雙方間進貨或銷貨金額孰高者）。</p> <p>四、<u>本公司及各子公司整體得為背書保證之總額以本公司淨值之百分之百為限，並應於股東會說明其必要性及合理性。本公司及各子公司整體對單一企業背書保證之金額以本公司淨值之百分之五十為限。</u></p> <p>上述所稱短期，係指一年；所稱融資金額，係指短期融通資金之累計餘額。</p>
4	4	<p>決策及授權層級</p> <p>一、董事會為本公司資金貸與他人核准決議機構，凡有關本公司資金貸與他人事項，非經董事會核准，不得為之。</p> <p>二、本公司所為背書保證事項，應先經過董事會決議通過後始得為之。但為配合時效需要，得由董事會授權董事長在當期淨值百分之二十以內先予決行，並於事後七日內召開臨時董事會追認。</p>	<p>決策及授權層級</p> <p>一、董事會為本公司資金貸與他人核准決議機構，凡有關本公司資金貸與他人事項，非經董事會核准，不得為之。</p> <p><u>本公司與子公司間，或本公司各子公司間之資金貸與，應經董事會決議，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。上述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該公司最近期財務報表淨值百分之十。</u></p> <p>二、本公司所為背書保證事項，應先經過董事會決議通過後始得為之。但為配合時效需要，得由董事會授權董事長在美金壹佰萬元或等值貨幣以內先予決行，並於事後報<u>最近期</u>董事會追認。</p>
		本作業程序訂立於 2009 年 9 月 30 日	本作業程序訂立於 2009 年 9 月 30 日 <u>第一次修正於 2010 年 4 月 24 日</u>

【附件五】KINGCAN HOLDINGS LIMITED 各子公司背書保證明細及其必要性與合理性報告

1. 各公司背書保證明細表:

項次	背書保證公司	被背書保證對象	保證金額(原幣)	匯率	保證金額(NTD)	保證原因	本公司(KINGCAN)淨值(2009.12.31)	佔本公司淨值比
1	KINGCAN HOLDINGS LIMITED	BIG DELIGHT LIMITED	GBP 4,200,000	48.3052	NTD 202,881,840	兆豐銀行香港分行授信額度需求	NTD 1,828,080,000	11.10%
	小計		GBP 4,200,000		NTD 202,881,840			
2	JOUBERT HOLDINGS LIMITED	BIG DELIGHT LIMITED	USD 6,000,000	31.418	NTD 188,508,000	中信銀行香港分行授信額度需求	NTD 1,828,080,000	10.31%
		BIG DELIGHT LIMITED	USD 3,000,000	31.418	NTD 94,254,000	永豐銀行香港分行授信額度需求	NTD 1,828,080,000	5.16%
	小計		USD 9,000,000		NTD 282,762,000			
3	BIG DELIGHT LIMITED	JOUBERT HOLDINGS LIMITED	USD 3,000,000	31.418	NTD 94,254,000	兆豐銀行香港分行授信額度需求	NTD 1,828,080,000	5.16%
	小計		USD 3,000,000		NTD 94,254,000			
4	福建福貞金屬包裝有限公司	BIG DELIGHT LIMITED	USD 2,000,000	31.418	NTD 62,836,000	台北富邦銀行香港分行授信額度需求	NTD 1,828,080,000	3.44%
		JOUBERT HOLDINGS LIMITED	USD 1,000,000	31.418	NTD 31,418,000		NTD 1,828,080,000	1.72%
		山東福貞金屬包裝有限公司	CNY50,000,000	4.6030	NTD 230,150,000	廈門商業銀行授信額度需求	NTD 1,828,080,000	12.59%
		山東福貞金屬包裝有限公司	CNY20,000,000	4.6030	NTD 92,060,000	中國銀行章丘分行授信額度需求(本次新增)	NTD 1,828,080,000	5.04%
	小計		CNY30,000,000	4.6030	NTD 138,090,000	廈門銀行授信額度需求(本次新增)	NTD 1,828,080,000	7.55%
			USD 3,000,000		NTD 554,554,000			
	合計		USD 15,000,000 GBP 4,200,000 CNY100,000,000		NTD 1,135,451,840		NTD 1,828,080,000	62.11%

註：1.淨值計算為截至2009年12月31日止本公司資產負債表淨值。

2.匯率計算係以2010年4月30日匯率換算。

2. 背書保證必要性及合理性報告：

- (1) KINGCAN HOLDINGS LIMITED 及 JOUBERT HOLDINGS LIMITED 為集團內之控股公司；而 BIG DELIGHT LIMITED 為集團內之貿易公司，由於集團統一採購設備及銷售需求，故需要銀行短期週轉額度，且前述三家公司係為境外公司及本身都無重要實際生產據點及資產，故與銀行往來皆需公司間互為保證或由中國大陸境內重要生產營運子公司福建福貞金屬包裝有限公司和山東福貞金屬包裝有限公司為之保證。
- (2) 山東福貞金屬包裝有限公司於2009年7月開始投產加入營運，係為一新生營運公司，故於取得營運週轉所必須之銀行額度，往來銀行皆需要由集團內重要子公司福建福貞金屬包裝有限公司為之保證，且目前已取得之銀行短期週轉額度，皆係其規劃中正常營運下所需準備之銀行週轉額度。
- (3) 綜合以上報告，境外三家公司將待該公司經營邁入穩定階段後，逐步與銀行協議取消相關互為保證事項，至於山東福貞金屬包裝公司係為重要生產營運子公司，待生產營運規模化後，也將逐步取消相關銀行週轉額度保證事項。

【附錄一】

KINGCAN HOLDINGS LIMITED 股東會議事規則

第一條：依據：

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，爰依台灣上市上櫃公司治理實務守則第五條規定訂定本規則，以資遵循。

第二條：本公司股東會之議事規則，除法令或章程另有規定者外，應依本規則之規定。

第三條：股東會召集及開會通知：

本公司股東會除法令另有規定外，由董事會召集之。

股東常會之召集，應編製議事手冊，於三十日前通知各股東，對於持有記名股票未滿一千股股東，得於三十日前以輸入台灣證券交易所公開資訊觀測站公告方式為之；股東臨時會之召集，應於十五日前通知各股東，對於持有記名股票未滿一千股股東，得於十五日前以輸入台灣證券交易所公開資訊觀測站公告方式為之。

通知及公告應載明召集事由。選任或解任董事、監察人、變更章程、公司解散、合併、分割或台灣公司法第一百八十五第一項各款、台灣證券交易法第二十六條之一、第四十三條之六之事項應在召集事由中列舉，不得以臨時動議提出。

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股東常會議案，經董事會審核後正式列入討論議案。但以一項為限，提案超過一項者，均不列入議案。另股東所提議案有台灣公司法第一百七十二條之一第四項各款情形之一，董事會得不列為議案。

本公司應於股東常會召開前之停止股票過戶日前公告受理股東之提案、受理處所及受理期間；其受理期間不得少於十日。

股東所提議案以三百字為限，超過三百字者，不予列入議案；提案股東應親自或委託他人出席股東常會，並參與該項議案討論。

本公司應於股東會召集通知日前，將處理結果通知提案股東，並將合於本條規定之議案列於開會通知。對於未列入議案之股東提案，董事會應於股東會說明未列入之理由。

第四條：委託出席股東會及授權：

股東得於每次股東會，出具本公司印發之委託書，載明授權範圍，委託代理人，出席股東會。

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，委託書有重複時，以最先送達者為準。但聲明撤銷前委託者，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一日，以書面向本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。

第五條：召開股東會地點及時間之原則：

股東會召開之地點，應於本公司所在地或便利股東出席且適合股東會召開之地點為

之。惟本公司股份已在興櫃市場或證券櫃檯買賣中心或台灣證券交易所交易時，所有股東會應在台灣召開。若董事會決議將在台灣以外地區召開股東會，本公司應於董事會做出該決議後二日內向證券櫃檯買賣中心或台灣證券交易所申請核准。會議開始時間不得早於上午九時或晚於下午三時，召開之地點及時間，應充分考量獨立董事之意見。

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，或由出席股東繳交簽到卡以代簽到。

本公司應將議事手冊、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。

政府或法人為股東時，出席股東會之代表人不限於一人。法人受託出席股東會時，僅得指派一人代表出席。

第七條：股東會主席、列席人員：

股東會如由董事會召集者，其主席由董事長擔任之，董事長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者，由董事互推一人代理之。

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。

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。

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：股東會開會過程錄音或錄影之存證：

本公司應將股東會之開會過程全程錄音或錄影，並至少保存一年。但經股東依台灣公司法第一百八十九條提起訴訟者，應保存至訴訟終結為止。

第九條：股東會出席股數之計算與開會：

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計算之。已屆開會時間，主席應即宣布開會，惟未有代表已發行股份總數過半數之股東出席時，主席得宣布延後開會，其延後次數以二次為限，延後時間合計不得超過一小時。

第十條：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。

股東會如由董事會以外之其他有召集權人召集者，準用前項之規定。

前二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。

第十一條：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。

第十二條：表決股數之計算、迴避制度：

股東會之表決，應以股份為計算基準。

股東會之決議，對無表決權股東之股份數，不算入已發行股份之總數。

股東對於會議之事項，有自身利害關係致有害於本公司利益之虞時，不得加入表決，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，不列入股東會之股東法定出席人數，且不算入已出席股東之表決權數。除信託事業或經台灣證券主管機關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。

第十三條：議案表決：

股東每股有一表決權；但受限制或台灣公司法第一百七十九條第二項所列無表決權者，不在此限。

議案之表決，除台灣公司法、本公司章程及相關法令另有規定外，以出席股東表決權過半數之同意通過之。表決時，議案經主席徵詢全體出席股東無異議者，視為通過，其效力與投票表決同；有異議者，應依前項規定採取投票方式表決。

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。

股東委託出席之辦法除台灣公司法另有規定外，悉依台灣主管機關頒布之「公開發行股票公司出席股東會使用委託書規則」辦理之。

第十四條：選舉事項：

股東會有選舉董事、監察人時，應依本公司所訂「董事及監察人選舉辦法」辦理，並應當場宣布選舉結果。

前項選舉事項之選舉票，應由監票員密封簽字後，妥善保管，並至少保存一年。但經股東依台灣公司法第一百八十九條提起訴訟者，應保存至訴訟終結為止。

第十五條：會議紀錄及簽署事項：

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。

本公司對於持有記名股票未滿一千股之股東，前項議事錄之分發，得以輸入台灣證

券交易所公開資訊觀測站之公告方式為之。

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。

前項決議方法，係經主席徵詢股東意見，股東對議案無異議者，應記載「經主席徵詢全體出席股東無異議通過」；惟股東對議案有異議時，應載明採票決方式及通過表決權數與權數比例。

第十六條：對外公告：

徵求人徵得之股數及受託代理人代理之股數，本公司應於股東會開會當日，依規定格式編造之統計表，於股東會場內為明確之揭示。

股東會決議事項，如有屬法令規定、臺灣證券交易所股份有限公司（財團法人中華民國證券櫃檯買賣中心）規定之重大訊息者，本公司應於規定時間內，將內容傳輸至台灣證券交易所公開資訊觀測站。

第十七條：辦理股東會之會務人員應佩帶識別證或臂章：

主席得指揮糾察員或保全人員協助維持會場秩序。糾察員或保全人員在場協助維持秩序時，應佩戴「糾察」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。

股東違反議事規則不服從主席糾正，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。

第十八條：休息、續行集會

會議進行時，主席得酌定時間宣布休息。股東會之主席得以普通決議之方式，或於股東會要求時應以普通決議之方式，隨時隨地暫停會議，並視情形宣布續行開會之時間。除了暫停發生之會議中未完成之事務外，不得於任何暫停之會議中處理事務。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。

股東會得依台灣公司法第一百八十二條之規定，決議在五日以內延期或續行集會。

第十九條：效力

本議事規範為本公司章程之附則，本議事規範未規定者將依本公司章程之規定為主。於本議事規範之規定與本公司章程之規定相牴觸時，則以本公司章程之規定為準。本議事規範如與相關法令相牴觸時，儘該牴觸之部分失效，該部分並悉依有關法令辦理。

第二十條：本規則經股東會通過後施行，修正時亦同。

【附錄二】

**MEMORANDUM AND ARTICLES
OF
KINGCAN HOLDINGS LIMITED**

Incorporated on the 12th day of November, 2009

MEMORANDUM OF ASSOCIATION

OF

KINGCAN HOLDINGS LIMITED

1. The name of the Company is KINGCAN HOLDINGS LIMITED (the "Company").
2. The registered office of the Company will be situated at the offices of Offshore Incorporations (Cayman) Limited, Scotia Centre, 4th Floor, P.O. Box 2804, George Town, Grand Cayman KY1-1112, Cayman Islands or at such other location as the Directors may from time to time determine.
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 any law as provided by Section 7(4) of the Companies Law of the Cayman Islands (as amended) (the "Law").
4. The Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit as provided by Section 27(2) of the Law.
5. The Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this section shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
6. The liability of the shareholders of the Company is limited to the amount, if any, unpaid on the shares respectively held by them.
7. The capital of the Company is 1,200,000,000 New Taiwan Dollars divided into 120,000,000 ordinary shares of a nominal or par value of 10 New Taiwan Dollars each provided always that subject to the Law and the Articles of Association the Company shall have power to redeem or repurchase any of its shares and to sub-divide or consolidate the said shares or any of them and to issue all or any part of its capital whether original, redeemed, increased or reduced with or without any preference, priority, special privilege or other rights 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.
8. The Company may exercise the power contained in Section 226 of the Law to deregister in the Cayman Islands and be registered by way of continuation in some other jurisdiction.

ARTICLES OF ASSOCIATION
OF
KINGCAN HOLDINGS LIMITED

TABLE A

The Regulations contained or incorporated in Table 'A' in the First Schedule of the Law shall not apply to KINGCAN HOLDINGS LIMITED (the "Company") and the following Articles shall comprise the Articles of Association of the Company.

Interpretation

1. In these Articles the following defined terms will have the meanings ascribed to them, if not inconsistent with the subject or context:

"Affiliated Company" means with respect to any company, any other company that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first company;

"Applicable Listing Rules" means the relevant laws, regulations, rules and code as amended, from time to time, applicable as a result of the original and continued trading or listing of any shares on the TSE or the GreTai Securities Market, the Emerging Stocks Market of the GreTai Securities Market, including, without limitation the relevant provisions of Securities and Exchange Act, the Acts Governing Relations Between Peoples of the Taiwan Area and the Mainland Area, or any similar statute and the rules and regulations of the Taiwan authorities thereunder, and the rules and regulations promulgated by the Financial Supervisory Commission, the GreTai Securities Market or the TSE;

"Articles" means these articles of association of the Company, as amended or substituted from time to time;

"Chairman" has the meaning given thereto in Article 98;

"Class" or "Classes" means any class or classes of Shares as may from time to time be issued by the Company;

"Commission" means Financial Supervisory Commission of Taiwan or any other authority for the time being administering the Securities and Exchange Act of Taiwan;

"Constituent Company" means an existing company that is participating in a Merger with one of more other existing companies within the meaning of the Law;

"Directors" and "Board of Directors" and "Board" means the directors of the Company for the time being, or as the case may be, the directors assembled as a board or as a committee thereof;

"electronic" shall have the meaning given to it in the Electronic Transactions Law (as amended) of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefore;

"electronic communication" means transmission to any number, address or internet website or other electronic delivery methods as otherwise decided and approved by not less than two-thirds of the vote of the Board;

"Emerging Market" means the emerging market board of GreTai Securities Market in Taiwan;

"GreTai Securities Market" means the GreTai Securities Market in Taiwan;

"Indemnified Person" has the meaning given thereto in Article 172;

"Independent Director" means a director who is an independent director as defined in the Applicable Listing Rules;

"Joint Soliciting Shareholders" has the meaning given thereto in Article 77;

"Law" means the Companies Law of the Cayman Islands (as amended);

"Memorandum of Association" means the memorandum of association of the Company, as amended or substituted from time to time;

"Merger" means the merging of two or more Constituent Companies and the vesting of their undertaking, property and liabilities in one of such company as the Surviving Company within the meaning of the Law;

"Office" means the registered office of the Company as required by the Law;

"Ordinary Resolution" means a resolution passed by a simple majority of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled;

"paid up" means paid up as to the par value and any premium payable in respect of the issue of any Shares and includes credited as paid up;

"Person" means any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires;

"preferred Shares" has the meaning given thereto in Article 10;

"Register" means the register of members of the Company required to be kept pursuant to the Law;

"Realized Capital Reserve" means, in respect of Article 34, gains on disposition of assets that have not yet been transferred to the retained earnings account, the premium paid on the issuance of any Share and income from endowments received by the Company;

"Republic of China" or "Taiwan" means the Republic of China, its territories, its possessions and all areas subject to its jurisdiction;

"Retained Earnings" means, in respect of Article 34, all legal or special reserves of the earnings and the undistributed earnings, while excluding those has been resolved by the Board or the

general meeting to be distributed to the Shareholders;

"Seal" means the common seal of the Company (if adopted) including any facsimile thereof;

"Secretary" means any Person appointed by the Directors to perform any of the duties of the secretary of the Company;

"Securities and Futures Institute" has the meaning given thereto in Article 78(A);

"Share" means a share in the capital of the Company. All references to "Shares" herein shall be deemed to be Shares of any or all Classes as the context may require. For the avoidance of doubt in these Articles the expression "Share" shall include a fraction of a Share;

"Shareholder" means a Person who is registered as the holder of Shares in the Register and includes each subscriber to the Memorandum of Association pending the issue to such subscriber of the subscriber Share or Shares;

"Share Premium Account" means the share premium account established in accordance with these Articles and the Law;

"Shareholders' Service Agent" means the agent licensed by Taiwan authorities to provide certain shareholders services in accordance with the Applicable Listing Rules to the Company;

"signed" means bearing a signature or representation of a signature affixed by mechanical means or an electronic symbol or process attached to or logically associated with an electronic communication and executed or adopted by a person with the intent to sign the electronic communication;

"Special Resolution" means a special resolution of the Company passed in accordance with the Law, being a resolution passed by a majority of not less than two-thirds of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled;

"Special Resolution for Mergers" means a resolution of the Company passed in accordance with the Law, being a resolution:

- (a) by majority in number representing 75% percent in value of the Shareholders voting together as one class; and
- (b) if the Shares to be issued to each Shareholder in the consolidated or surviving company are to have the same rights and economic value as the Shares held in the Company, a Special Resolution of the Shareholders voting together as one class;

and in either case a Shareholder shall have the right to vote regardless of whether the Shares that he holds otherwise gives him voting rights;

"Spin-off" 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;

"Supermajority Resolution Type A" means a resolution passed by Shareholders, as being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, such Shareholders holding not less than half of the Shares held by all Shareholders attending that meeting, and such meeting attended by Shareholders holding not less than two-thirds of all issued Shares of the Company;

"Supermajority Resolution Type B" means a resolution passed by Shareholders, as being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, such Shareholders holding not less than two-thirds of the Shares held by all Shareholders attending that meeting, and such meeting attended by Shareholders holding not less than half of all issued Shares of the Company;

“Supervisors” means a Supervisor as defined in these Articles and the Applicable Listing Rules;

"Surviving Company" means the sole remaining Constituent Company into which one or more other Constituent Companies are merged within the meaning of the Law; and

“TSE” means the Taiwan Stock Exchange.

2. In these Articles, save where the context requires otherwise:
 - (a) words importing the singular number shall include the plural number and vice versa;
 - (b) words importing the masculine gender only shall include the feminine gender and any Person as the context may require;
 - (c) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;
 - (d) reference to a statutory enactment shall include reference to any amendment or re-enactment thereof for the time being in force;
 - (e) reference to any determination by the Directors shall be construed as a determination by the Directors in their absolute discretion and shall be applicable either generally or in any particular case; and
 - (f) reference to "in writing" shall be construed as written or represented by any means reproducible in writing, including any form of print, lithograph, email, facsimile, photograph or telex or represented by any other substitute or format for storage or transmission for writing or partly one and partly another.
3. Subject to the last two preceding Articles, any words defined in the Law shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

Preliminary

4. The business of the Company may be commenced at any time after incorporation.
5. The Office shall be at such address in the Cayman Islands as the Directors may from time to time determine. The Company may in addition establish and maintain such other offices and

places of business and agencies in such places as the Directors may from time to time determine.

6. The preliminary expenses incurred in the formation of the Company and in connection with the issue of Shares shall be paid by the Company. Such expenses may be amortised over such period as the Directors may determine and the amount so paid shall be charged against income and/or capital in the accounts of the Company as the Directors shall determine.
7. The Directors shall keep, or cause to be kept, the Register at such place as the Directors may from time to time determine and, in the absence of any such determination, the Register shall be kept at the Office.

Shares

8. Subject to these Articles, all Shares for the time being unissued shall be under the control of the Directors who may :
 - (a) issue, allot and dispose of the same to such Persons, in such manner, on such terms and having such rights and being subject to such restrictions as they may from time to time determine; and
 - (b) grant options with respect to such Shares and issue warrants or similar instruments with respect thereto;

and, for such purposes, the Directors may reserve an appropriate number of Shares for the time being unissued.

9. The Directors may authorise the division of Shares into any number of Classes and the different Classes shall be authorised, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different Classes (if any) shall be fixed and determined by the Directors.
10. 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. Prior to the issuance of any preferred Shares approved pursuant to this Article 10, these Articles shall be amended to set forth the rights and obligations of the preferred Shares, including but not limited to the following terms, 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 Shareholders;
 - (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.
11. 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. Within 30 days from the date such newly issued Shares may be issued pursuant to the Law, the Company shall make a public announcement of the delivery of Shares to subscribers, and shall within such 30 days deliver the Shares to the subscribers against payment for the Shares thereto.
 12. The Company shall not issue any unpaid Shares or partly paid-up Shares. The Company shall not issue shares in bearer form.
 13. Upon each issuance of new Shares, the Directors may reserve a specified percentage of the new Shares for subscription by the employees of the Company who are determined by the Board in its reasonable discretion.
 14. For so long as the Shares are registered in the Emerging Market or listed on the GreTai Securities Market or TSE, unless otherwise resolved by the Shareholders in general meeting by Ordinary Resolution, if at anytime the Board resolves to issue any new Share, the Company shall, after reserving the portion of Shares for subscription by its employees and for public offering in Taiwan pursuant to Article 13 and Article 16 respectively, first offer such remaining new Shares by a public announcement and advise, by a written notice to each then Shareholder, to subscribe for the new Shares with preemptive right, in proportion respectively to their original shareholding and shall state in the notice that if any Shareholder fails to subscribe for new Shares, his right shall be forfeited. Where a fractional percentage of the original Shares being held by a Shareholder is insufficient to subscribe for one new Share, the fractional percentages of the original Shares being held by several Shareholders may be combined for joint subscription of one or more integral new Shares or for subscription of new Shares in the name of a single Shareholder. New shares left unsubscribed by such Shareholders may be open for public issuance or for subscription by specific person or persons through negotiation.
 15. The Shareholders' pre-emptive right prescribed under Article 14 shall not apply in the event that new Shares are issued due to the following reasons or for the following purpose:
 - (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 obligation under Share subscription warrants and/or options;
 - (c) in connection with meeting the Company's obligation under corporate bonds which are convertible bonds or vested with rights to acquire Shares; or
 - (d) in connection with meeting the Company's obligation under preferred Shares vested with rights to acquire Shares or with a redemption of Shares by the Company.
 16. Where the Company increases its capital by issuing new Shares in Taiwan, the Company shall allocate 10 percent 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, according to the Applicable Listing Rules, for the Company to conduct the aforementioned public offering. Provided however, if a percentage higher than the aforementioned 10 percent is resolved by a general meeting to be offered, the percentage determined by such resolution shall prevail.
 17. The Company may, upon resolution by a majority votes at a meeting of the Board of Directors attended by two-thirds or more of the Directors, adopt one or more employee incentive

programmes pursuant to which shares, options, warrants, or other similar instruments to acquire Shares may be granted to employees of any Affiliated Company to subscribe for Shares. The shares, options, warrants, or other similar instruments to acquire Shares granted to any employee under any employee stock option plan shall be non-transferable, except to the heirs of the employees.

Modification Of Rights

18. Whenever the capital of the Company is divided into different Classes the rights attached to any such Class may (unless otherwise provided by the terms of issue of the Shares of that Class) only be materially adversely varied or abrogated by :
- (a) a Special Resolution; and
 - (b) with the sanction of a resolution passed at a separate meeting of the holders of the Shares of such Class by a majority of two-thirds of the votes cast at such a meeting.

To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be one or more Persons at least holding or representing by proxy one-half in nominal or par value amount of the issued Shares of the relevant Class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those Shareholders who are present shall form a quorum) and that, subject to the terms of issue of the Shares of that Class, every Shareholder of the Class shall on a poll have one vote for each Share of the Class held by him.

19. 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 materially adversely varied or abrogated by, inter alia, the creation, allotment or issue of further Shares ranking pari passu with or subsequent to them, the redemption or repurchase of Shares of any Class by the Company.

Certificates

20. No Person shall be entitled to a certificate for any or all of his Shares, unless the Directors shall determine otherwise.

Fractional Shares

21. Subject to these Articles, the Directors may issue fractions of a Share and, if so issued, a fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to nominal or par value, premium, contributions, calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights (including, without prejudice to the generality of the foregoing, voting and participation rights) and other attributes of a whole Share. If more than one fraction of a Share of the same Class is issued to or acquired by the same Shareholder such fractions shall be accumulated.

Transfer Of Shares

22. Subject to the Law, Shares issued by the Company shall be freely transferable, provided that any Shares reserved for issuance to the employees of the Company may be subject to transfer

restrictions for a period of not more than two years, or such other period as the Directors may determine in their discretion.

23. The instrument of transfer of any Share shall be in any usual or common form or such other form as the Directors may, in their absolute discretion, approve and be executed by or on behalf of the transferor and if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain a Shareholder until the name of the transferee is entered in the Register in respect of the relevant Shares.
24. The Board may decline to register any transfer of any Share unless:
 - (a) The instrument of transfer is lodged with the Company, accompanied by the certificate (if any) for the Shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
 - (b) the instrument of transfer is in respect of only one class of Shares;
 - (c) the instrument of transfer is properly stamped, if required; or
 - (d) in the case of a transfer to joint holders, the number of joint holders to whom the Share is to be transferred does not exceed four.
25. The registration of transfers may be suspended when the Register is closed in accordance with Article 40.
26. All instruments of transfer that are registered shall be retained by the Company, but any instrument of transfer that the Directors decline to register shall (except in any case of fraud) be returned to the Person depositing the same.

Transmission Of Shares

27. The legal personal representative of a deceased sole holder of a Share shall be the only Person recognised by the Company as having any title to the Share. In the case of a Share registered in the name of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor, shall be the only Person recognised by the Company as having any title to the Share.
28. Any Person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder shall upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a Shareholder in respect of the Share or, instead of being registered himself, to make such transfer of the Share as the deceased or bankrupt Person could have made. If the person so becoming entitled shall elect to be registered himself as holder he shall deliver or send to the Company a notice in writing signed by him stating that he so elects, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt Person before the death or bankruptcy.
29. A Person becoming entitled to a Share by reason of the death or bankruptcy of a Shareholder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered Shareholder, except that he shall not, before being registered as a

Shareholder in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company; provided however, that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share, and if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

Alteration Of SHARE Capital

30. The Company may from time to time by Ordinary Resolution
- (a) increase the share capital by such sum, to be divided into Shares of such Classes and amount, as the resolution shall prescribe;
 - (b) consolidate and divide all or any of its share capital into Shares of a larger amount than its existing Shares;
 - (c) convert all or any of its paid up Shares into stock and reconvert that stock into paid up Shares of any denomination;
 - (d) subdivide its existing Shares, or any of them into Shares of a smaller amount; and
 - (e) 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 and diminish the amount of its share capital by the amount of the Shares so cancelled.
31. The Company may also by Special Resolution reduce its registered share capital and any capital redemption reserve in any manner authorised by law.

Redemption OR REPURCHASE Of Shares

32. Subject to the Law, the Applicable Listing Rules and these Articles, the Company may issue Shares on terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder on such terms and in such manner as the Company may by Special Resolution, before the issue of such Shares, determine; provided that payment in respect of the redemption of its own Shares shall be made in a manner authorised by the applicable laws, including out of its profits or the proceeds of a fresh issue of Shares.
33. Subject to the Law, the Applicable Listing Rules and these Articles, and upon the approval of a majority of the Directors present at a Board meeting attended by two-thirds or more of Directors, the Company may repurchase its own Shares for maintaining the Company's credit and shareholders' equity. The Shares so repurchased shall be deemed cancelled immediately.
34. The number of Shares repurchased by the Company pursuant to the preceding Article 33 shall not exceed 10 percent of the total number of issued Shares of the Company. The total price of the Shares so repurchased shall not exceed the sum of Retained Earnings plus the amount of the Share Premium Account plus the amount of the Realized Capital Reserve.
35. The Directors or managerial officers of the Company, or their spouse, minor children, or any other persons who hold the Shares for the benefits of the Directors, officers, their spouses or minor children, shall not sell or otherwise transfer their Shares during the period when the Company is repurchasing its own Shares.

36. The resolution for the redemption or repurchase of the Shares by the Company and the implementation thereof shall be reported in the most recent general meeting no matter whether the Company redeems or repurchases the Shares so resolved.
37. Any Share in respect of which notice of redemption or repurchase has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption or repurchase in the notice of redemption or repurchase.
38. The redemption or repurchase of any Share shall not be deemed to give rise to the redemption or repurchase of any other Share.
39. Subject to the Law and the Applicable Listing Rules, the Directors may when making payments in respect of redemption or repurchase of Shares, if authorised by the terms of issue of the Shares being redeemed or repurchased or with the agreement of the holder of such Shares, make such payment either in cash or in specie.

Closing Register Or Fixing Record Date

40. For the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at any meeting of Shareholders or any adjournment thereof, or those Shareholders that are entitled to receive payment of any dividend, or in order to make a determination as to who is a Shareholder for any other purpose, the Directors may provide that the Register shall be closed for transfers for a stated period. For so long as the Shares are registered in the Emerging Market or listed in the GreTai Securities Market or TSE, the Register shall be closed at least for a period of 60 days, 30 days and 5 days immediately before the date of each annual general meeting, each extraordinary general meeting and the record date for a dividend distribution, respectively.
41. Apart from closing the Register, the Directors may fix in advance a date as the record date for any such determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of the Shareholders and for the purpose of determining those Shareholders that are entitled to receive payment of any dividend. In the event the Directors designate a record date in accordance with this Article 41, such record date shall be a date prior to the general meeting and the Directors shall immediately make a public announcement on the website designated by the Commission and the GreTai Securities Market or TSE pursuant to the Applicable Listing Rules.

General Meetings

42. All general meetings other than annual general meetings shall be called extraordinary general meetings.
43. The Board may, whenever they think fit, convene a general meeting of the Company; provided that the Company shall in each year hold a general meeting as its annual general meeting within 6 months after close of each fiscal year and shall specify the meeting as such in the notices calling it.
44. At these meetings the report of the Directors and Supervisors (if any) shall be presented. For so long as the Shares are registered in the Emerging Market or listed in the GreTai Securities Market or TSE, all general meetings shall be held in Taiwan. If the Directors resolve to hold a general meeting outside Taiwan, the Company shall apply for the approval of the GreTai

Securities Market (or the TSE, if applicable) thereof within 2 days after the board of Directors adopts such resolution. Where a general meeting is to be held outside Taiwan, the Company shall engage a Shareholders' Services Agent to handle the administration of Shareholder voting matters for such general meeting.

45. General meetings shall also be convened on the requisition in writing of any Shareholder or Shareholders entitled to attend and vote at general meetings of the Company holding at least 3 percent of the paid up voting share capital of the Company for a period of one year or a longer time deposited at the Office or the Shareholders' Service Agent specifying the objects of the meeting and requesting the Board to convene the general meeting, and if the Board does not duly proceed to convene such meeting for a date not later than 15 days after the date of such deposit, subject to the approval of the Commission and for so long as the Shares are registered in the Emerging Market or listed on the GreTai Securities Market or TSE, the requisitionists themselves may convene the general meeting in the same manner, as nearly as possible, as that in which general meetings may be convened by the Directors, and all reasonable expenses incurred by the requisitionists as a result of the failure of the Directors to convene the general meeting shall be reimbursed to them by the Company.

Notice Of General Meetings

46. At least 30 and 15 days' notices in writing shall be given for any annual and extraordinary general meetings, respectively. The notice period shall be exclusive of the day on which it is given and of the day of the meeting. Every notice shall specify the place, the day and the hour of the meeting and the general nature of the business. The notice for a general meeting may be given by means of electronic communication if the Company obtains prior consent by the individual recipients.
47. The following matters shall be specified in the notice of a general meeting, and shall not be proposed as ad hoc motions:
- (a) election or discharge of Directors or Supervisors;
 - (b) amendments to these Articles;
 - (c) dissolution, Merger or Spin-off of the Company;
 - (d) entering into, amendment to, or termination of any contract for lease of its business in whole, or for entrusting business, or for regular joint operation with others;
 - (e) the transfer of the whole or any material part of its business or assets; and
 - (f) taking over another's whole business or assets, which will have a material effect on the business operation of the Company;
 - (g) carrying out private placement of its securities;
 - (h) granting waiver to the Director's engaging in any business within the scope of business of the Company;
 - (i) distributing part or all of its dividends or bonus by way of issuance of new Shares; and

- (j) capitalization of any amounts standing to the credit of the statutory legal reserve or other capital reserves (including a Share Premium Account, income from endowments received by the Company, capital redemption reserve and other reserves).
48. For so long as the Shares are registered in the Emerging Market or listed on the GreTai Securities Market or TSE, the Company shall prepare a manual for each general meeting and the relevant materials, which will be sent to or made available to all Shareholders and shall, 15 days prior to the general meeting, be published on the website designated by the Commission and the GreTai Securities Market or TSE pursuant to the Applicable Listing Rules.

Proceedings At General Meetings

49. No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Save as otherwise provided by these Articles, the holders of Shares being more than an aggregate of one-half of all Shares in issue present in person or by proxy and entitled to vote shall be a quorum for all purposes.
50. Shareholder(s) holding one percent or more of the total number of issued Shares immediately prior to the relevant Register close period may propose in writing to the Company a proposal for discussion at a general meeting, provided that only one matter shall be allowed in each single proposal, and in case a proposal contains more than one matter, such proposal shall not be included in the agenda. The following procedures shall apply for making such proposals:
- (a) Prior to the date of the relevant Register close period, the Company shall provide a public notice announcing the place and the period for Shareholders to submit proposals to be discussed at the general meeting. The period for accepting such proposals shall be at least 10 days.
 - (b) The number of words of a proposal to be submitted by a Shareholder shall be limited to not more than 300 words, and any proposal containing more than 300 words shall not be included in the agenda of the general meeting. The Shareholder who has submitted a proposal shall attend, in person or by a proxy, the general meeting whereat his proposal is to be discussed and shall take part in the discussion of such proposal.
 - (c) Under any of the following circumstances, the Directors of the Company may exclude the proposal submitted by a Shareholder from the list of proposals to be discussed at the general meeting:
 - i) Where the subject (the issue) of the said proposal cannot be settled or resolved by a resolution to be adopted at a general meeting;
 - ii) Where the number of Shares of the Company in the possession of the Shareholder making the said proposal is less than one percent of the total number of issued Shares date of the relevant Register close period;
 - iii) Where the said proposal is submitted on a day beyond the deadline fixed and announced by the Company for accepting shareholders' proposals; or
 - iv) Where the said proposal contains more than one matter.
 - (d) The Company shall, prior to preparing and delivering the notice of the general meeting, inform in writing all the Shareholders who have submitted proposals pursuant hereto

about the proposal screening results, and shall list in the said notice the proposals conforming to the requirements as set out in this Article. With regard to the proposals submitted by Shareholders but not included in the agenda of the general meeting, the cause of exclusion of such proposals and explanation shall be made by the Directors at the general meeting to be convened.

51. The chairman, if any, of the Board of the Directors shall preside as chairman at every general meeting of the Company convened by the Board of the Directors. For a general meeting convened by any other person having the convening right, such person shall act as the chairman of that meeting; provided that if there are two or more persons jointly having the convening right, the chairman of the meeting shall be elected from those persons.
52. If there is no such chairman, or if at any general meeting he is not present within 15 minutes after the time appointed for holding the meeting or is unwilling to act as chairman, any Director nominated by the Directors shall preside as chairman, failing which the Shareholders present shall choose any Person present to be chairman of that meeting.
53. The chairman may by Ordinary Resolution (and shall if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting, or adjourned meeting, is adjourned for more than 5 days, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
54. At any general meeting a resolution put to the vote of the meeting shall be decided on a poll. The number or proportion of the votes in favour of, or against, that resolution shall be recorded in the minutes of the meeting.
55. Unless otherwise expressly required by the Law or these Articles, the following matters may be passed by an Ordinary Resolution:
 - (a) grant of waiver to a Director's engaging in any business within the scope of the Company's business; and
 - (b) any matter which has been presented for resolution, approval, confirmation or adoption by the Shareholders at any general meeting.
56. In the case of an equality of votes, the chairman of the meeting shall not be entitled to a second or casting vote.
57. The Company shall by either Supermajority Resolution Type A or the Supermajority Resolution Type B:
 - (a) enter into, amend, or terminate any contract for lease of its business in whole, or for entrusting business, or for regular joint operation with others;
 - (b) transfer the whole or any material part of its business or assets;
 - (c) take over the transfer of another's whole business or assets, which will have a material effect on the business operation of the Company;

- (d) subject to the Law, effect any Spin-off of the Company in accordance with the Applicable Listing Rules;
 - (e) carry out private placement of its securities; and
 - (f) distribute part or all of its dividends or bonus by way of issuance of new Shares.
58. (A) The Company may, by a Special Resolution for Mergers, effect a Merger of the Company in accordance with the Applicable Listing Rules and the Law.
- (B) The Company may, by a Special Resolution, change its name.
59. Subject to the Law, 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 59(a) above.
60. (A) In the event any of the resolutions with respect to the paragraph (a), (b), or (c) of Article 57 is adopted by general meeting, any Shareholder who has notified the Company in writing of his objection to such proposal prior to such meeting and subsequently raised his objection at the meeting may in writing request the Company to repurchase all of his Shares at the then prevailing fair price within 20 days after the adoption of the resolution by the general meeting stating the kinds and number of Shares owned; provided, however, that no Shareholder shall have the above-mentioned appraisal right if the general meeting resolves on the dissolution of the Company after the completion of transfer of business or assets pursuant to paragraph (b) of Article 57.
- (B) In the event any part of the Company's business is Spun Off or involved in any Merger with any other company pursuant to paragraph (d) of Article 57 or Article 58 respectively, the Shareholder, 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 in writing request the Company to repurchase all of his Shares at the then prevailing fair price within 20 days after the adoption of the resolution by the general meeting stating the kinds and number of Shares owned.
- (C) In the event the Company fails to reach a repurchase agreement with the Shareholder within 60 days after the resolution date, the Shareholder may, within 30 days after such 60-day period, file a petition to any competent court of Taiwan for a ruling on the appraisal price, and to the extent such ruling by the Taiwan court is capable of recognition and enforcement outside Taiwan, such ruling by such Taiwan court shall be binding and conclusive as between the Company and requested Shareholder solely with respect to the appraisal price.

Votes Of shareholders

61. Subject to any rights and restrictions for the time being attached to any Share, every Shareholder and every Person representing a Shareholder by proxy shall have one vote for each Share of which he or the Person represented by proxy is the holder.
62. No vote may be exercised with respect to any of the following Shares nor may the following Shares be counted in the quorum of Shareholders present at the general meeting nor be counted in determining the number of votes of the Shareholders present at the said meeting:
 - (a) the Shares held by any subordinate company of the Company, where the total number of voting shares or total shares equity held by the Company in such a subsidiary represents more than one-half of the total number of voting shares or the total shares equity of such a subsidiary; or
 - (b) the Shares held by another company, where the total number of the shares or total shares equity of that company held by the Company and its subsidiaries directly or indirectly represents more than one-half of the total number of voting shares or the total share equity of such a company.
63. In the case of joint holders, the joint holders shall select among them a representative for the exercise of their shareholder's rights and the vote of their representative who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders.
64. A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote by his committee, or other Person in the nature of a committee appointed by that court, and any such committee or other Person, may vote by proxy.
65. A Shareholder cannot exercise his own vote or by proxy on behalf of another Shareholder in respect of any contract or proposed contract or arrangement if he may be interested therein. Such Shares shall not be counted in the quorum of Shareholders present at the general meeting or be counted in determining the number of votes of the Shareholders present at the said meeting.
66. The votes may be exercised in writing or by way of electronic transmission if such method for exercising the votes has been described in the notice of the general meeting; provided however that in the event the general meeting is to be held outside Taiwan, the Company shall specify in the notice of the general meeting that the votes may be exercised in writing or by way of electronic transmission. ■
67. A Shareholder who exercises his votes in writing or by way of electronic transmission as set forth in the preceding Article 66 shall be deemed to have attended such general meeting in person, but shall be deemed to have waived his votes in respective of any ad hoc motions and the amendments to the contents of the original proposals at such general meeting.
68. A Shareholder shall deliver his declaration about the votes in writing or by way of electronic transmission to the Company no later than the 5th day prior to the scheduled meeting date of the general meeting; whereas if two or more declarations are delivered to the Company, the

first declaration shall prevail unless an explicit statement to revoke the previous declaration is made in the declaration which comes later.

69. In case a Shareholder who has exercised his votes in writing or by way of electronic transmission intends to attend the general meeting in person, he shall, at least one day prior to the meeting date serve a separate declaration of intention to rescind his previous declaration of intention made in exercising the votes. In the absence of a timely rescission of the previous declaration of intention, the votes exercised in writing or by way of electronic transmission shall prevail. In case a Shareholder has exercised his votes in writing or by way of electronic transmission, and has also authorized a proxy to attend the general meeting on his behalf, then the authorized proxy for the said Shareholder shall prevail.
70. In case the procedure for convening a general meeting of Shareholders or the method of adopting resolutions is in violation of the Law, Applicable Listing Rules or these Articles, a Shareholder may, within 30 days from the date of the resolution, submit a petition to the Taipei District Court of Taiwan as the court of jurisdiction and first instance or the courts of the Cayman Islands for an appropriate remedy. To the extent that the ruling on the petition of the Taipei District Court is capable of enforcement and recognition outside Taiwan, such ruling shall be binding and conclusive on the Company.

PROXY SOLICITATION

71. A Shareholder may appoint a proxy to attend a general meeting on his behalf by executing a proxy form prepared by the Company stating therein the scope of power authorized to the proxy. A Shareholder may only execute one proxy form and appoint one proxy for each general meeting, and shall serve such written proxy to the Company no later than 5 days prior to the meeting date. In case the Company receives two or more written proxies from one Shareholder, the first one arriving at the Company shall prevail unless an explicit statement to revoke the previous written proxy is made in the proxy which comes later.
72. The instrument appointing a proxy shall be in the form approved by the Board and be expressed to be for a particular meeting only. The proxy form 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 Shareholder, proxy solicitor/recipient and proxy solicitation agent (if any). The proxy form shall be provided to the Shareholders together with the relevant written or electronic notice for the relevant general meeting, and such written or electronic notice and proxy materials shall be distributed to all Shareholders on the same day.
73. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under Seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Shareholder.
74. Except for trust enterprises or Shareholders' Service Agencies approved by Taiwan competent authorities or as otherwise specified under these Articles, when a person who acts as the proxy for two or more Shareholders, the number of votes represented by him shall not exceed 3 percent of the total number of votes of the Company and the portion of excessive votes represented by such proxy shall not be counted.
75. A proxy solicitor shall be a Shareholder holding 50,000 or more of the issued Shares of the Company; provided that if the election of Directors or Supervisors is proposed to be transacted

in the general meeting, the proxy solicitor shall hold have continuously held for a period of at least 6 months, 800,000 or more of the issued Shares of the Company or 0.2 percent or more of the issued Shares of Company which consist of no less than 100,000 Shares, as evidenced by the Register or the certificate deposited in the securities centralized depository as of the Relevant close period.

76. Shareholders qualified under Article 75 or a trust enterprise or Shareholders' Service Agent, or a responsible person of such Shareholder, trust enterprise or Shareholders' Service Agent, to whom any of the following circumstances is applicable, shall not serve as a proxy solicitor and shall not mandate a trust enterprise or Shareholders' Service Agent to act as its proxy solicitation agent:
- (a) Has previously been convicted by a conclusive judgment of a crime under Taiwan's Organized Crime Prevention Act, where less than 5 years has elapsed since completion of the term of sentence;
 - (b) Has been convicted by a conclusive judgment of violating, in connection with solicitation of proxies, provisions of Taiwan's Criminal Code addressing forgery of documents, where less than 3 years has elapsed since completion of the term of sentence;
 - (c) Has previously been sentenced to imprisonment for 6 months or more for fraud, breach of trust, or misappropriation under Taiwan's Criminal Code, where less than 3 years has elapsed since completion of the term of imprisonment;
 - (d) Has previously been sentenced to imprisonment for 6 months or more for violating the Taiwan's Securities and Exchange Act, Futures Trading Act, Banking Act, Trust Enterprise Act, Financial Holding Company Act, or other financial administration act, where less than 3 years has elapsed since completion of the term of imprisonment; or
 - (e) Has previously been found by a conclusive judgment to have solicited proxies in violation of Taiwan's Regulations Governing the Use of Proxies for Attendance at Shareholder Meetings of Public Companies and the represented votes were not counted, where less than 2 years have passed since such conclusive judgment.
77. (A) A Shareholder who for one year or more has continuously held issued Shares of the Company in conformance with one of the following conditions, or Shareholders sharing the same opinion on a proposal for a general meeting whose shareholding in aggregate conforms with one of the following conditions ("Joint Soliciting Shareholders"), may mandate or, in case of Joint Soliciting Shareholders, jointly mandate, a trust enterprise or Shareholders' Service Agent to assist said Shareholder or Joint Soliciting Shareholders in proxy solicitation, and the number of Shares to be represented by the said Shareholder or Joint Soliciting Shareholders as proxy solicitor shall not be subject to the ceiling restriction of 3 percent issued Shares under Article 87:
- (a) Has held 10 percent or more of issued Shares of the Company;
 - (b) Has held 8 percent or more of the issued Shares of the Company and, when election of Directors or Supervisors is on the agenda of the relevant general meeting, one of the candidates it intends to support meets the qualifications for Independent Directors;

(B) When assigning election votes under proxies obtained through solicitation by a trust enterprise or Shareholders' Service Agent mandated by a Shareholder or Joint Soliciting Shareholders to act as a solicitor under Article 77(A), the number of votes assigned to any Independent Director candidate the Shareholder or Joint Soliciting Shareholders intends to support shall be greater than those assigned to any non-Independent Director candidate.

(C) Where there is a proposal for election of Directors or Supervisors in a general meeting, at least one of the Shareholders mandating solicitation referred to in Article 77(A) shall be the candidate for the Directorship or Supervisorship; provided this restriction shall not apply if the candidate supported meets the qualifications for Independent Director. Where there is a proposal for election of Directors or Supervisors in a general meeting, the Shareholders' Service Agent which is itself the Shareholders' Service Agent of the Company for such general meeting shall not act as a proxy solicitor for a Shareholder or Joint Soliciting Shareholders or handle proxy solicitation matters for a solicitor thereto.

(D) A trust enterprise or Shareholders' Service Agent which is itself the Shareholders' Service Agent of the Company for the relevant general meeting shall not act as a proxy solicitor for a Shareholder or Joint Soliciting Shareholder under Article 77(A) or handle proxy solicitation matters for a solicitor thereto.

(E) Shareholders whose votes are disqualified under Article 62 shall not act as a proxy solicitor or mandate a trust enterprise or Shareholders' Service Agent as its proxy solicitation agent under this Article 77.

78. (A) A proxy solicitor shall, 38 days prior to the relevant annual general meeting or 23 days prior to the relevant extraordinary general meeting, submit the form "Information Regarding the Solicitation of Proxies for Attendance at the General Meeting", documents proving its shareholding, the documents to be submitted to and recorded by the Commission containing the qualifications of the company mandated as the proxy solicitation agent, and the final draft of the literature and advertisements to be published pursuant to the solicitation, to the Company whose proxies are being solicited, with a copy to the Securities and Futures Institute.

(B) No solicitation shall be allowed unless the solicitor has submitted the above written proxy solicitation documentation within said time limit to the Company or its Shareholders' Service Agent.

(C) A proxy solicitor or its proxy solicitation agent shall not solicit proxies outside the place of solicitation, and the contents of the literature and advertisement referred to in Article 78(A) shall be expressly disclosed in the place of solicitation.

(D) Where there is a proposal for election of Directors or Supervisors on the agenda of the general meeting, the Director or Supervisor candidate(s) to be supported by the solicitor may not exceed the number of Directors or Supervisors to be elected according to the proposals of the general meeting or the Articles.

(E) A solicitor shall compile an itemized statement of the solicited proxies and deliver the same to the Company or its Shareholders' Service Agent 5 days before the date of the relevant general meeting.

79. (A) The proxy mandating party shall personally fill in the proxy form the name of the proxy solicitor or the proxy solicitation agent; provided that in the case of a trust enterprise or

Shareholders' Service Agent acting as the proxy solicitor or in the case of a Shareholders' Service Agent mandated to act as the proxy, seals may be affixed on the proxies instead.

(B) A proxy solicitor shall sign or seal the proxy solicitation form and shall not transfer such proxy solicitation form to another person for use.

80. Proxy solicitation and acquisition shall be subject to the following restrictions:

(A) A proxy shall not be obtained in exchange for money or other interest; provided that this rule shall not apply to souvenirs for a general meeting distributed on behalf of the Company or reasonable fees paid by a proxy solicitor to a proxy solicitation agent;

(B) A proxy shall not be obtained in the name of another person; and

(C) A solicited proxy shall not be used as a non-solicited proxy for attendance of a general meeting.

81. Except for Shareholders' Service Agent acting as proxies, a non-solicited proxy shall not accept mandate from more than 30 Shareholders. A proxy who accepts the mandate of 3 or more Shareholders shall submit an itemized statement of the declarations and proxies together with the signed or sealed proxies to the Company or its Shareholders' Service Agent 5 days before the date of the general meeting.

82. The Company may mandate its Shareholders' Service Agent to act as the proxy for Shareholders for a general meeting only when the election of Directors and Supervisors has not been proposed in the agenda of such general meeting. Matters regarding the mandate of proxy shall be stated in the proxy instructions accompanying the proxy form for the general meeting concerned.

83. A Shareholders' Service Agent mandated to act as the proxy shall not accept the full authorization of Shareholders, and shall, within 5 days of the close of each general meeting of the Company, prepare a "Compilation Report of General Meeting Attendance by a Proxy" comprising the details of proxy attendance at the general meeting, the status of exercise of voting rights under the proxy, copy of the contract, and other matters as required by the Commission, and keep said Compilation Report available at the premises of the Shareholders' Service Agent.

84. Where there is a proposal for election of Directors or Supervisors on the agenda of the relevant general meeting, the proxies shall be tallied and verified by the Company's Shareholders' Service Agent or other Shareholders' Service Agents before the general meeting is convened. The content of the verification shall include the following confirmations: Whether the proxy is printed by the Company, whether the Shareholder mandating the proxy has signed or chopped it, whether the name of the proxy solicitor or proxy is provided, and whether the names so provided are correct.

85. The material contents of the statements in the proxy forms printed by the Company, the meeting manual or other supplemental information for the general meeting, the literature and advertisement for solicitation of proxies by a solicitor, the itemized statements of the proxies referred to in Article 78(A) and/or other related documentation shall not contain any false statement or omissions of information.

86. (A) A proxy solicitor shall not transfer to another person the attendance card, sign-in card, or other certificate of attendance issued by the Company for the relevant general meeting.
- (B) The attendance card, sign-in card, or other certificate of attendance for a general meeting shall not be the subject of solicitation.
87. (A) Unless otherwise provided in these Articles, the Shares represented by a proxy solicitor shall not exceed 3 percent of the total number of issued Shares of the Company; provided however that such restriction shall not apply where Shareholders mandate a trust enterprise or Shareholders' Service Agent as their proxy solicitation agent or where a Shareholders' Service Agent is mandated by the Company to act as the proxy for Shareholders of the Company.
- (B) The Shares represented by a proxy accepting the mandate of more than 3 Shareholders shall, in addition to not being more than 4 times the number of Shares held by said proxy, also not exceed 3 percent of the total number of issued Shares of the Company. If said proxy also engages in proxy solicitation, the number of Shares represented by the said proxy in the aggregate shall likewise not exceed 3 percent of the total number of issued Shares of the Company.
88. Where Shareholders, proxies and proxy solicitors do not utilize proxies in accordance with the provisions of these Articles, the votes represented by them will not be counted in the quorum or voting for the general meeting concerned, and the Company may refuse to distribute to them the voting slips of each proposal in the general meeting concerned. If any vote is not counted thereby, the Company shall conduct a re-count.
89. Within 7 days after the end of the general meeting, the Shareholders who have mandated proxies may examine the manner in which their proxy has been used with the Company or its Shareholders' Service Agent.
90. Proxies and documents and all related proxy forms, statements and information published in electronic media prepared in accordance with these Articles shall be kept for at least one year. However, if a Shareholder institutes a lawsuit under Article 70, such documents shall be kept until the conclusion of the relevant litigation.

Corporations Acting By Representatives At Meetings

91. Any corporation which is a Shareholder or a Director may 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 meeting of holders of a Class or of the Board of Directors or of a committee of Directors, and the Person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder or Director.

Directors

92. (A) Unless otherwise determined by the Company in general meeting, prior to the shares of the Company being listed on the TSE or the GrTai Securities Market, the number of Directors shall be no less than five Directors and no more than ten Directors, the exact number of Directors to be determined from time to time solely by an Ordinary Resolution of the general meeting. The Directors shall be elected or appointed in the first place by the subscribers to the Memorandum of Association or by a majority of them.

(B) For so long as the Shares are listed on the GreTai Securities Market or TSE, the Directors shall include such number of Independent Directors as applicable law, rules or regulations or the Applicable Listing Rules require for a foreign issuer. Where the Company is listed on the GreTai Securities Market, the Board shall have at least 3 Independent Directors of whom at least one Independent Director shall have domicile in Taiwan. Where the Company is listed on the TSE, the Board shall have at least 2 Independent Directors of whom at least one Independent Director shall have domicile in Taiwan. All Independent Directors shall possess expertise and specialized knowledge, shall maintain their independence in performing their duties as Independent Directors, and shall not in any way be directly or indirectly have a conflict of interest with the Company on any matter. All Independent Directors be fully satisfy the qualification requirements for Independent Directors under the Applicable Listing Rules and Taiwan's securities regulations, including but not limited to requirements or restrictions on expertise, shareholding, concurrent employment, and independence criteria.

(C) Where the number of Independent Directors on the Board falls below 2 or the number required by these Articles, the Company shall hold a by-election for Independent Director at the next following general meeting. Where all of the Independent Directorships become vacant, within 60 days of the occurrence of such shortfall, a general meeting of Shareholders to elect succeeding Independent Directors to fill the vacancies shall be held.

93. (A) The general meeting of the Shareholders may appoint any natural or legal Person to be a Director; provided however that more than half of the Directors shall not, as among them, have spousal or familial relationship within the second degree of kinship.

(B) Where the Directors elected in the general meeting do not meet the condition set forth in Article 93(A), the election of the Director receiving the lowest number of votes among those not meeting the said condition shall be deemed null and void.

(C) When a person serving as Director is in violation of Article 93(A), that person shall be subject to ipso facto dismissal through the mutatis mutandis application of Article 93(B).

(D) When the number of Directors falls below 5 due to the dismissal of a Director for any reason, the Company shall hold a by-election for Director at the next following general meeting.

(E) When the number of vacancies in the Board equals to one-third of the total number of Directors, the Board of Directors shall hold, within 60 days of the occurrence of such shortfall, a general meeting of Shareholders to elect succeeding Directors to fill the vacancies.

94. At a general meeting for election of Directors, the number of votes exercisable in respect of one Share shall be the same as the number of Directors to be elected, and the total number of votes per share may be consolidated for election of one candidate or may be split for election of two or more candidates. A candidate to whom the ballots cast represent a prevailing number of votes shall be deemed a director so elected. The authorized representative of a Shareholder may be elected as a Director, and if there is a plural number of such authorized representatives, each of them may be so elected.

95. The list of candidates for election of Directors pursuant to the Articles 92, 93 and 94 shall be prepared by the Directors and distributed to the Shareholders prior to any general meeting convened for the purposes of electing Director(s). The Directors may also adopt a candidate nomination mechanism which is in compliance with Applicable Listing Rules. The rules and

procedures for such candidate nomination shall be in accordance with policies established by the Directors and by an Ordinary Resolution from time to time, which policies shall be in accordance with the Law, these Articles and the Applicable Listing Rules.

96. Subject to these Articles, the term for which a Director will hold office shall not exceed 3 years; thereafter he/she may be eligible for re-election. In case no election of new Directors is effected after expiration of the term of office of the existing Directors, the term of office of such Directors shall be extended until the time new Directors are elected and assume their office.
97. A Director may be discharged at any time by either a Supermajority Resolution Type A or a Supermajority Resolution Type B adopted at a general meeting. If a Director is discharged during the term of his/her office as a director without good cause, such Director may make a claim against the Company for any and all damages sustained by him/her as a result of such discharge.
98. The Board of Directors shall have a Chairman (the "Chairman") elected and appointed by a majority of the Directors present at the Board meeting the quorum of which shall be two-thirds of all of the Directors then in office. The period for which the Chairman will hold office will also be determined by a majority of the Directors present at the Board meeting with a quorum of at least two-thirds of all of the Directors then in office. The Chairman shall preside as chairman at every meeting of the Board, and shall represent the Company in all external affairs. To the extent the Chairman is not present at a meeting of the Board of Directors within fifteen minutes after the time appointed for holding the same, the attending Directors may choose one of their number to be the chairman of the meeting.
99. The Board may, from time to time, and except as required by the applicable laws and Applicable Listing Rules, adopt, institute, amend, modify or revoke the corporate governance policies or initiatives, which shall be intended to set forth the policies of the Company and the Board on various corporate governance related matters as the Board shall determine by resolution from time to time.
100. A Director shall not be required to hold any Shares in the Company by way of qualification.

Directors' REMUNERATION And Expenses

101. Each Director shall receive such remuneration as the Directors may from time to time determine in accordance with Taiwan and international standards in the industry. Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of Shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.
102. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Article.

Director proxy

103. Any Director may appoint another Director to be the proxy of that Director to attend and vote on his behalf, in accordance with instructions given by that Director at a meeting or meetings of the Directors which that Director is unable to attend personally, or to sign written resolutions on behalf of the appointing Director. The instrument appointing the proxy shall be in writing under the hand of the appointing Director and shall be in any usual or common form or such other form as the Directors may approve, and must be lodged with the chairman of the meeting of the Directors at which such proxy is to be used, or first used, prior to the commencement of the meeting.

Powers And Duties Of Directors

104. Subject to the Law, these Articles, Applicable Listing Rules and to any resolutions passed in a general meeting, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all powers of the Company. No resolution passed by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been passed.
105. The Directors may from time to time appoint any Person, whether or not a Director to hold such office in the Company as the Directors may think necessary for the administration of the Company, including but not limited to, the office of the chief executive officer, president, one or more vice-presidents, chief financial officer or controller, treasurer, assistant treasurer, or manager, and for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another), and with such powers and duties as the Directors may think fit. Any Person so appointed by the Directors may be removed by the Directors. The Directors may also appoint one or more of their number to the office of managing director upon like terms, but any such appointment shall ipso facto determine if any managing director ceases from any cause to be a Director, or if the Company by Ordinary Resolution resolves that his tenure of office be terminated.
106. The Directors may appoint a Secretary (and if need be an assistant Secretary or assistant Secretaries) who shall hold office for such term, at such remuneration and upon such conditions and with such powers as they think fit. Any Secretary or assistant Secretary so appointed by the Directors may be removed by the Directors.
107. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
108. The Directors may from time to time and at any time by power of attorney (whether under Seal or under hand) or otherwise appoint any company, firm or Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney or other appointment may contain such provisions for the protection and convenience of Persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him.

109. The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following Articles shall not limit the general powers conferred by this Article.
110. The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any Persons to be members of such committees or local boards and may appoint any managers or agents of the Company and may fix the remuneration of any such Persons.
111. The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorise the members for the time being of any such local board, or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any Person so appointed and may annul or vary any such delegation, but no Person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
112. Any such delegates as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.

Borrowing Powers Of Directors

113. Subject to these Articles, the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.

The Seal

114. The Seal shall not be affixed to any instrument except by the authority of the Chairman or the Person(s) designated by the Chairman, subject to resolutions of the Directors, if any, provided always that such authority may be given prior to or after the affixing of the Seal and if given after may be in general form confirming a number of affixings of the Seal. The Seal shall be affixed in the presence of a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose and every Person as aforesaid shall sign every instrument to which the Seal is so affixed in their presence.
115. The Company may maintain a facsimile of the Seal in such countries or places as the Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of such facsimile Seal and if given after may be in general form confirming a number of affixings of such facsimile Seal. The facsimile Seal shall be affixed in the presence of such Person or Persons as the Directors shall for this purpose appoint and such Person or Persons as aforesaid shall sign every instrument to which the facsimile Seal is so affixed in their presence and such affixing of the facsimile Seal and signing as aforesaid shall have the same meaning and effect as if the Seal had been affixed in the presence of and the instrument signed by a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose.

116. Notwithstanding the foregoing, a Secretary or any assistant Secretary shall, with the prior authorization of the Chairman, have the authority to affix the Seal, or the facsimile Seal, to any instrument for the purposes of attesting authenticity of the matter contained therein but which does not create any obligation binding on the Company.

Disqualification Of Directors

117. The office of Director shall be vacated, if the Director:
- (a) committed a felony and has been adjudicated guilty by a final judgment, and the time elapsed after he has served the full term of the sentence is less than 5 years;
 - (b) has been sentenced to imprisonment for a term of more than one year for commitment of fraud, breach of trust or misappropriation, and the time elapsed after he has served the full term of such sentence is less than 2 years;
 - (c) has been adjudicated guilty by a final judgment for misappropriating company or public funds during the time of his public service, and the time elapsed after he has served the full term of such sentence is less than 2 years;
 - (d) becomes bankrupt or makes any arrangement or composition with his creditors;
 - (e) has been dishonored for unlawful use of credit instruments, and the term of such sanction has not expired yet;
 - (f) losses all or part of legal capacity;
 - (g) dies or is found to be or becomes of unsound mind;
 - (h) resigns his office by notice in writing to the Company;
 - (i) is removed from office pursuant to these Articles; or
 - (j) sells or otherwise assigns more than one-half of the Shares held by the Director at the time his election.
118. Subject to the Law and Cayman Islands laws, if a Director has, in the course of performing his duties, been adjudicated by any competent court to have committed any act resulting in material damage to the Company or in serious violation of applicable laws and/or regulations or these Articles, but has not been removed by the Company pursuant to a Supermajority Resolution Type A or Type B vote, then any Shareholder(s) holding 3 percent or more of the total number of issued Shares shall have the right, within 30 days after that general meeting, to submit a petition to the Taipei District Court as the court of jurisdiction in the first instance, or the courts of the Cayman Islands, for the removal of such Director, at the Company's expense. To the extent that the ruling on the petition of the Taipei District Court is capable of enforcement and recognition outside Taiwan, such ruling shall be binding and conclusive on the Company.

Proceedings Of Directors

119. The Directors may, upon provision of 7 days' notice (exclusive of the day on which it is given and the day of the meeting) in writing to each Supervisor and Director specifying the place, the

day and the hour of meeting and the nature of business to be transacted at the meeting, meet together (either within or outside the Cayman Islands) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit. Such notice period may be shortened or waived with consent by a majority of directors at the relevant meeting. The notice for meeting of Directors may be given by means of electronic communication if the Company obtains prior consent by the individual recipients. Questions arising at any meeting shall be decided by a majority of votes present at such meeting. In case of an equality of votes the chairman shall not have a second or casting vote. A Director may, and on the requisition of a Director shall, at any time summon a meeting of the Directors.

120. A Director may participate in any meeting of the Board of Directors, or of any committee appointed by the Board of Directors of which such Director is a member, by means of telephone or similar communication equipment by way of which all Persons participating in such meeting can communicate with each other and such participation shall be deemed to constitute presence in person at the meeting.
121. The quorum necessary for the transaction of the business of the Directors shall be more than one-half of the Directors. A Director represented by proxy or by an alternate Director at any meeting shall be deemed to be present for the purposes of determining whether or not a quorum is present.
122. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors. A general notice given to the Directors by any Director to the effect that he is a shareholder of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall be deemed a sufficient declaration of interest in regard to any contract so made. A Director cannot vote his own vote or by proxy on behalf of another Director in respect of any contract or proposed contract or arrangement when he may be interested therein. 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 (but shall still be counted in the quorum for such meeting).
123. A Director who does anything for himself or on behalf of another person that is within the scope of the Company's business shall declare the essential contents of such behaviour to the general meeting of the Shareholders and be approved by an Ordinary Resolution. Failure in obtaining such approval shall cause the Director being so interested be liable to account to the Company for any profit realised by any such behaviour if the general meeting so resolves by an Ordinary Resolution within one year from such behaviour.
124. A Director may hold any other office or place of profit under the Company (other than the office of Supervisor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.
125. Subject to these Articles, any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services

as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Supervisor to the Company.

126. The following matters proposed to be transacted by the Company shall be submitted to the Board of Directors for approval by resolution unless approval has been obtained from the competent authority in Taiwan. When an Independent Director has a dissenting opinion or qualified opinion on the following matters, the dissenting or qualified opinion of the Independent Director shall be noted in the minutes of the meeting of Directors:
- (a) Adoption or amendment of the Company's internal control system;
 - (b) Adoption or amendment of handling procedures for financial or operational actions of material significance to the Company, such as acquisition or disposal of assets, derivatives trading, extension of monetary loans to others, or endorsements or guarantees for others;
 - (c) Any matter bearing on the personal interest of a Director;
 - (d) Material asset or derivatives transactions;
 - (e) Material monetary loan, endorsement, or provision of guarantee;
 - (f) The offering, issuance, or private placement of any equity-type securities;
 - (g) The hiring or dismissal of an attesting certified public accountant, or the compensation given thereto;
 - (h) The appointment or discharge of a financial, accounting, or internal auditing officer;
 - (i) Any other material matter so required by the competent authorities.
127. When the chairman of a meeting of the Directors signs the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings. The Directors shall cause all minutes to be made in books or loose-leaf folders provided for the purpose of recording:
- (a) all appointments of officers made by the Directors;
 - (b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and
 - (c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors, including the objections and comments made by Independent Directors and the reports and opinions of Supervisors.
128. A resolution signed by all the Directors or all the members of a committee of Directors, including a resolution signed by a duly appointed alternate proxy (subject as provided otherwise in the terms of appointment of the alternate), shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly called and constituted. When signed a resolution may consist of several documents each signed by one or more of the Directors or his duly appointed alternate.

129. The continuing Directors may act notwithstanding any vacancy in their body but if and for so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for summoning a general meeting of the Company, but for no other purpose.
130. Subject to any regulations imposed on it by the Directors, a committee appointed by the Directors may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting, the committee members present may choose one of their number to be chairman of the meeting.
131. A committee appointed by the Directors may meet and adjourn as it thinks proper. Subject to any regulations imposed on it by the Directors, questions arising at any meeting shall be determined by a majority of votes of the committee members present.
132. All acts done by any meeting of the Directors or of a committee of Directors, or by any Person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.
133. The following actions require the approval of a majority of the votes of the Directors present at a Board meeting attended by at least two-thirds of all Directors:
 - (a) entering into, amendment to, or termination of any contract for lease of its business in whole, or for entrusted business, or for regular joint operation with others;
 - (b) the sale or transfer of the whole or any material part of its business or assets;
 - (c) taking over the transfer of another's whole business or assets, which will have a material effect on the business operation of the Company;
 - (d) the election of Chairman of the Board pursuant to these Articles; and
 - (e) issuance of corporate bonds.

Dividends

134. Subject to any rights and restrictions for the time being attached to any Shares, the Company by Ordinary Resolution may declare dividends and other distributions on Shares in issue and authorise payment of the same out of the funds of the Company lawfully available therefor.
135. The Directors may, before recommending any dividend, set aside out of the funds legally available for distribution such sums as they think proper as a capital reserve or reserves which shall, in the discretion of the Directors be applicable for meeting contingencies, or for equalising dividends or for any other purpose to which those funds may be properly applied including amounts to be allocated toward remuneration of Directors and Supervisors and toward employee bonuses, and pending such applications may in the absolute discretion of the Directors, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. Notwithstanding the above, in the event the Applicable Listing Rules require the setting aside of specific statutory legal

reserves, the Directors shall, before recommending any dividend, set aside out of funds legally available for distribution such sums as are required pursuant to the Applicable Listing Rules.

136. Any dividend may be paid by cheque sent through the post to the registered address of the Shareholder or Person entitled thereto, or in the case of joint holders, to the representative of such joint holders at his registered address or to such Person and such address as the Shareholder or Person entitled, or such joint holders as the case may be, may direct. Every such cheque shall be made payable to the order of the Person to whom it is sent or to the order of such other Person as the Shareholder or Person entitled, or such joint holders as the case may be, may direct.
137. Subject to any rights and restrictions for the time being attached to any Shares, all dividends shall be declared and paid according to the number of the Shares held by the Shareholders.
138. If several Persons are registered as joint holders of any Share, any of them may give effectual receipts for any dividend or other moneys payable on or in respect of the Share.
139. No dividend shall bear interest against the Company.

Accounts, Audit and annual return and declaration

140. The books of account relating to the Company's affairs shall be kept in such manner as may be determined from time to time by the Directors.
141. The books of account shall be kept at the Office or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
142. At the close of each financial year, the Board of Directors shall prepare a business report, financial statements, and the surplus earning distribution or loss off-setting proposals and forward the same to the Supervisors for their auditing not later than the 30th day prior to the meeting date of the annual general meeting of Shareholders. The statements and records of accounts prepared by the Directors and any reports of the Supervisors on the Company's accounts or business shall be made available at the Office and at the office of the Shareholders' Service Agent for inspection at any time by the Shareholders commencing at least 10 days prior to the annual general meeting, to which the Shareholders may bring their lawyers or certified public accountants to consummate such an inspection.
143. The Board of Directors shall prepare and submit the financial statements and records prepared by it for the annual general meeting of Shareholders for its ratification. After the annual general meeting, the Board of Directors shall distribute to each Shareholder the copies of ratified financial statements and the resolutions on the earning distribution and/or loss offsetting. However, the Company may notify its Shareholders who hold less than 1,000 shares by way of a public announcement of the abovementioned statements and resolutions.
144. Save for the preceding Article 142 and Article 170, 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 Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors or by Ordinary Resolution.

145. The accounts relating to the Company's affairs shall only be audited in such manner and with such financial year end as may be determined from time to time by the Directors, or required by the Applicable Listing Rules.
146. The Directors in each year shall prepare, or cause to be prepared, an annual return and declaration setting forth the particulars required by the Law and deliver a copy thereof to the Registrar of Companies in the Cayman Islands.

supervisors

147. Unless otherwise determined by the Company in general meeting, the general meeting shall appoint any natural person or corporation to be a Supervisor. Prior to the shares of the Company being listed on the TSE or the GreTai Securities Market, the number of Supervisors shall be no less than 3 Supervisors of whom at least one shall have domicile in Taiwan, the exact number and qualifications of Supervisors to be determined from time to time solely by an Ordinary Resolution of the general meeting always in accordance with the applicable laws, rules or regulations or the Applicable Listing Rules.
148. Every Supervisor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the Supervisors.
149. Supervisors shall audit the various financial statements and records prepared by the Directors for submission to the annual general meeting, and shall make a report of their findings and opinions at such meeting. In performing their functional duties under this Article, the Supervisors may appoint the independent auditors to conduct the auditing in their behalf. Supervisors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment, and at any time during their term of office, upon request of the Directors or any general meeting of the Shareholders.
150. A Supervisor shall not be concurrently a Director, an officer or other staff or employee of the Company or its Affiliated Companies.
151. Supervisors shall supervise the execution of business operations of the Company, and may at any time or from time to time investigate the business and financial conditions of the Company, examine the accounting books and documents, and request the Directors or officers to make reports thereon. In performing their functional duties under this Article, the Supervisors may appoint, on behalf of the Company, a practicing lawyer and the independent auditors to conduct the examination.
152. When Directors discover the possibility that the Company will suffer substantial damage, the Directors shall report to the Supervisor immediately.
153. Supervisors may attend the meeting of the Directors and express their opinions therein. Opinions of the Supervisors shall be recorded in the minutes of the meeting of the Directors. In case the Directors or any Director commits any act, in carrying out the business operations of the Company, in a manner in violation of the Law, the Applicable Listing Rules, these Articles or the resolutions of the annual general meeting or extraordinary general meeting, the

Supervisors shall forthwith advise, by a notice, to the Directors or the Director, as the case may be, to cease such act.

154. (A) Subject to the Law and Cayman Islands laws, Shareholder(s) who has/have been continuously holding 3 percent or more of the total number of the issued Shares of the Company for over one year may request in writing the Supervisors of the Company to institute, for and on behalf of the Company, an action against a Director of the Company; such action may be instituted in the Taipei District Court as the court of jurisdiction in the first instance.
- (B) In case the Supervisors fail to institute an action within 30 days after having received the request made under the preceding paragraph, then the Shareholders filing such request under the preceding paragraph may institute the action for and on behalf of the Company; such action may be instituted in the Taipei District Court as the court of jurisdiction in the first instance.
155. Supervisors may each exercise their supervision power hereunder individually.
156. In case a Director transacts a sales with, or borrows money from or conducts any legal act with the Company on his own account or for any other person, Supervisors shall act as the representative of the Company.
157. Subject to the Law and the Applicable Listing Rules, Supervisors shall be bound by the same standards of fiduciary duties as required of the Directors by the Law.
158. In the event all Supervisors of the Company are discharged, the Board of Directors shall, within 60 days thereof, convene an extraordinary general meeting to elect new Supervisors.
159. Articles 94, 95, 96, 97, 117 and 118 shall apply mutatis mutantis to Supervisors provided however, that the request to be submitted to Supervisors under Article 118 hereof shall be submitted to the Board of Directors.

Capitalisation Of reserves

160. Subject to the Law, the Company may, with the authority of an Ordinary Resolution:
- (a) resolve to capitalise an amount standing to the credit of the statutory legal reserve or other capital reserves (including a Share Premium Account, income from endowments received by the Company, capital redemption reserve and other reserves), whether or not available for distribution;
 - (b) appropriate the sum resolved to be capitalised to the Shareholders in proportion to the number of Shares held by them respectively and apply that sum on their behalf in or towards paying up in full unissued Shares or debentures of a nominal amount equal to that sum, and allot the Shares or debentures, credited as fully paid, to the Shareholders (or as they may direct) in those proportions, or partly in one way and partly in the other, but the Share Premium Account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to Shareholders credited as fully paid;
 - (c) make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where Shares or debentures

become distributable in fractions the Directors may deal with the fractions as they think fit;

- (d) authorise a Person to enter (on behalf of all the Shareholders concerned) into an agreement with the Company providing for the allotment to the Shareholders respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalisation, and any such agreement made under this authority being effective and binding on all those Shareholders; and
- (e) generally do all acts and things required to give effect to the resolution.

Tender Offer

161. 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 Listing Rules, the Board of the Directors shall resolve to recommend to the Shareholders whether to accept or object to the tender offer and make a public announcement of the following:
- (a) The types and amount of the Shares held by the Directors, Supervisors, and the Shareholders holding more than 10 percent of the issued Shares in its own name or in the name of other persons.
 - (b) Recommendations to the Shareholders 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.
 - (c) 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.
 - (d) The types, numbers and amount of the Shares of the tender offeror or its affiliates held by the Directors, Supervisors and the Shareholders holding more than 10 percent of the issued Shares held in its own name or in the name of other persons.

Share Premium Account

162. The Directors shall in accordance with the Law establish a share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.
163. There shall be debited to any share premium account on the redemption or repurchase of a Share the difference between the nominal value of such Share and the redemption or repurchase price provided always that at the discretion of the Directors such sum may be paid out of the profits of the Company or, if permitted by the Law, out of capital.

Notices

164. Except as otherwise provided in these Articles, any notice or document may be served by the Company or by the Person entitled to give notice to any Shareholder either personally, or by facsimile, or by sending it through the post in a prepaid letter or via a recognised courier service, fees prepaid, addressed to such Shareholder at his address as appearing in the Register, or to the extent permitted by all applicable laws and regulations, by electronic means by

transmitting it to any electronic mail number or address such Shareholder may have positively confirmed in writing for the purpose of such service of notices. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands as their representative in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

165. Any Shareholder present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.
166. Any notice or other document, if served by:
- (a) post or courier, shall be deemed to have been served five days after the time when the letter containing the same is posted or delivered to the courier;
 - (b) facsimile, shall be deemed to have been served upon production by the transmitting facsimile machine of a report confirming transmission of the facsimile in full to the facsimile number of the recipient;
 - (c) recognised courier service, shall be deemed to have been served 48 hours after the time when the letter containing the same is delivered to the courier service; or
 - (d) electronic mail, shall be deemed to have been served immediately upon the time of the transmission by electronic mail.

In proving service by post or courier service it shall be sufficient to prove that the letter containing the notice or documents was properly addressed and duly posted or delivered to the courier service.

167. Any notice or document delivered or sent by post to or left at the registered address of any Shareholder in accordance with the terms of these Articles shall notwithstanding that such Shareholder be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder, unless his name shall at the time of the service of the notice or document, have been removed from the Register as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all Persons interested (whether jointly with or as claiming through or under him) in the Share.
168. Notice of every general meeting of the Company shall be given to:
- (a) all Shareholders holding Shares with the right to receive notice and who have supplied to the Company an address for the giving of notices to them; and
 - (b) every Person entitled to a Share in consequence of the death or bankruptcy of a Shareholder, who but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other Person shall be entitled to receive notices of general meetings.

Information

169. The Board of Directors shall keep at the Office and at the office of its Shareholders' Service Agent in Taiwan copies of the Articles, the minutes of every meeting of the Shareholders and the financial statements, the Register and the counterfoil of corporate bonds issued by the Company. Any Shareholder of the Company may request, by submitting evidentiary document(s) to show his/her interests involved and indicating the scope of interested matters, an access to inspect and to make copies of the Memorandum and Articles of Incorporation and accounting books and records.
170. Without prejudice to the rights set forth in these Articles, no Shareholder shall be entitled to require discovery of any information in respect of any detail of the Company's trading or any information which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board would not be in the interests of the Shareholders of the Company to communicate to the public.
171. The Board shall be entitled to release or disclose to any regulatory or judicial authority any information in its possession, custody or control regarding the Company or its affairs to any of its Shareholder including, without limitation, information contained in the Register and transfer books of the Company.

Indemnity

172. Every Director (including for the purposes of this Article any alternate Director appointed pursuant to the provisions of these Articles) and other officer for the time being and from time to time of the Company (each an "Indemnified Person") shall be indemnified and secured harmless out of the assets and funds of the Company against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such Indemnified Person, other than by reason of such Indemnified Person's own dishonesty, wilful default or fraud, in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such Indemnified Person in defending (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in the Cayman Islands or elsewhere.
173. No Indemnified Person shall be liable to the Company unless such liability arises through such Indemnified Person's own dishonesty, wilful default or fraud.

Financial Year

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

Winding- Up

175. If the Company shall be wound up, and the assets available for distribution amongst the Shareholders 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 Shareholders in proportion to the number of the Shares held by them. If in a winding up the assets available for

distribution amongst the Shareholders 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 Shareholders in proportion to the number of the Shares held by them at the commencement of the winding up. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

176. If the Company shall be wound up, the liquidator may, with the sanction of an Special Resolution and any other sanction required by the Law and in compliance with the Applicable Listing Rules, divide amongst the Shareholders in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Shareholders or different Classes. 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 Shareholders as the liquidator, with the like sanction shall think fit, but so that no Shareholder shall be compelled to accept any asset whereon there is any liability.
177. The Company shall keep all statements, records of account and documents for a period of ten years from the date of the completion of liquidation, and the custodian thereof shall be appointed by the liquidator or the Company by Ordinary Resolution.

Amendment Of Articles Of Association

178. Subject to the Law and the Articles, the Company may at any time and from time to time by Special Resolution alter or amend these Articles in whole or in part.

Registration By Way Of Continuation

179. The Company may by Special Resolution resolve to be registered by way of continuation in a jurisdiction outside the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing. In furtherance of a resolution adopted pursuant to this Article, the Directors may cause an application to be made to the Registrar of Companies to deregister the Company in the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing and may cause all such further steps as they consider appropriate to be taken to effect the transfer by way of continuation of the Company.

KINGCAN HOLDINGS LIMITED

之

組織章程大綱及章程

修訂於2009年11月12日

KINGCAN HOLDINGS LIMITED 組織章程大綱

1. 本公司名稱為 KINGCAN HOLDINGS LIMITED (「本公司」)。
2. 本公司登記辦公室將位於_____辦公室，或董事會得不定期決定之其他處所。
3. 本公司設立之目標無受到限制，且本公司具完整權力及授權以完成開曼群島公司法（修訂版）（「法律」）第 7(4)條未禁止之任何目標。
4. 本公司得且能夠行使任一具完整能力之自然人之所有權能，無關法律第 27(2)條所規定之公司福利問題。
5. 除為進一步推展本公司於開曼島外進行之業務外，本公司將不會於開曼島內和任何人、行號或公司進行交易；惟本條款不得被解釋成阻止本公司於開曼島內完成和簽訂契約，或阻止本公司於開曼島內行使其於開曼島外進行營業所必要之所有權力。
6. 本公司股東之責任限於個別股東就其持有股份所未付之金額。
7. 本公司資本為新台幣 1,200,000,000 元，分為 120,000,000 股普通股，每股面額新台幣 10 元，在法律及本公司章程細則允許之範圍內，本公司有權贖回或買回股份、分割或合併其股份、發行其資本之全部或一部，無論係原始、贖回、增加或減少、有無優先、特別或其他權利、或受限於任何權利之遲延或任何條件、限制；除非發行條件另為載明，每次發行股份，無論為普通、優先或其他，均應受限於上述所載之本公司權力。
8. 本公司得行使法律第 226 條所載之權力，於開曼群島撤銷註冊，並繼續於其他管轄地註冊。

KINGCAN HOLDINGS LIMITED 章程

附表 A

在法律之第一附表之附表 A 所含或引用之規定不適用於 KINGCAN HOLDINGS LIMITED (“本公司”)，以下條款構成本公司之章程。

解釋

1. 在本章程中，除非與議題或前後文不一致外，下列定義用語被指定之意義為：

"關聯公司" 係指，對任何公司而言，得直接或間接透過一個或多個媒介控制、或受控制之其他公司，或與其共同被控制之其他公司。

"適用之掛牌規則" 係指因在台灣證券交易所或台灣證券櫃檯買賣中心或興櫃市場初次或持續之交易或掛牌，而適用不定期修訂之法律、規則、規定及法規，包括但不限於證券交易法、台灣地區及大陸地區人民關係條例，或其他類似條例之相關條款，或台灣主管機關發佈之規則或規定，以及由金融監督管理委員會、證券櫃檯買賣中心及台灣證券交易所發佈之規則或規定；

"章程" 係指本公司不定期修改或取代之章程；

"主席" 具有第 98 條給予之意義；

"類型" 係指本公司不定期發行之任何類型之股份；

"金管會" 係指台灣金融監督管理委員會或其他目前執行台灣證券交易法之主管機關；

"組成公司" 係指以法律之定義而言，一既有且將與一個或多個其他既有公司參與合併之公司；

"董事"、"董事會董事" 及 "董事會" 係指本公司目前之董事，或視情況而定，係指董事所組成之董事會或董事會下之委員會；

"電子" 應具有開曼群島電子交易法 (修正後) 所給予之意義，及該法目前有效之任何修正、重新制定，且包含該法所引用或取代之任何其他法律；

"電子傳輸" 係指對任何號碼、地址或網站之傳輸，或其他經至少三分之二之董事會決定及核准之電子傳送方法；

"興櫃市場" 係指台灣證券櫃檯買賣中心之興櫃市場；

"證券櫃檯買賣中心" 係指在台灣之證券櫃檯買賣中心；

"受償人" 具有第 172 條給予之意義；

"獨立董事"係指適用之掛牌規則所定義之獨立董事；

"共同委託股東"具有第 77 條給予之意義；

"法律"係指開曼群島公司法(修正後)；

"組織章程"係指本公司不定期修改或取代之組織章程；

"合併"係指以法律之定義而言，二個或更多組成公司之合併，且其責任、財產及負債由其中一家組成公司，即存續公司，所承受；

"辦公室"係指本公司依法律登記之辦公室；

"普通決議"係指由代表本公司已發行股份數二分之一以上之股東出席，並經出席股東持有股份數二分之一以上之同意通過之決議，該股東須有權親自或以委託書(倘若允許)於本公司之股東會參與表決，且於計算多數決時，應以各股東有權參與投票數為準；

"繳足"係指繳足任何發行股份之面額及股本溢價者，且包含貸記為繳足者；

"人"係指任何自然人、事務所、公司、合資組織、合夥、組織或其他個體(無論是否具有獨立法律人格)，或視前後文所需，係指上述之任一者；

"特別股"具有第 10 條給予之意義；

"股東名簿"係指依法律應保存之本公司股東登記名簿；

"已實現資本公積"係指，針對第 34 條，尚未轉列為保留盈餘之處分資產之溢價收入、發行股份之股本溢價、及本公司因捐贈而取得之收入；

"中華民國"或"台灣"係指中華民國、其疆域、佔領地以及所有受其管轄之區域；

"保留盈餘"係指，針對第 34 條，所有法定及特別盈餘公積及未分配盈餘，但不包含已由董事會或股東會決議分配予股東之部分；

"印章"係指本公司之印章(如經採行)及其副本；

"秘書"係指任何由董事會指定從事本公司秘書職務之人；

"證券暨期貨市場發展基金會"具有第 78(A)條給予之意義；

"股份"係指本公司資本之股份。於本章程中提及之"股份"，應依前後文需要被視為任何或全部類型之股份。為避免疑義，本章程所表示之"股份"應包含畸零股；

"股東"係指在股東名簿中登記為股份所有者之人，且包含在被認購股份發行前，組織章程大綱之每一名認諾者；

"股本溢價科目"係指依本章程或法律所設之股本溢價科目；

"股務代理機構"係指由台灣主管機關發給執照，而依適用之掛牌規則提供股務服務予本公司之代理機構；

"簽名"係指簽字，或以機器方法附上之簽字表徵，或以電子傳輸附上或邏輯上相關之電子符號或程序，其中該電子傳輸應由意圖簽名之人簽署或採用；

"特別決議"係指本公司依法律通過之特別決議，亦即係指由代表本公司已發行股份數二分之一以上之股東出席，並經出席股東持有股份數三分之二以上之同意通過之決議，其中股東須有權親自或以委託書(倘若允許)於本公司之股東會參與表決，已合法發給股東通知載明提議該決議為特別決議之意圖，且於計算多數決時，應以各股東有權參與投票數為準；

"合併之特別決議"係指本公司依法律通過之決議，亦即：

- (a) 係指由代表本公司已發行股份數二分之一以上之股東出席，並經出席股東持有股份數四分之三以上之同意通過之決議，並且通過決議之股東人數亦超過出席之股東人數半數者；以及
- (b) 如發行予合併或存續公司股東之股份其權力及價值與本公司所持有之股份相同時，全體股東作出之特別決議；

無論股東所持有之股份是否具投票之權利，於上述之情形下，股東皆得以行使投票權。

"分割"係指由移轉公司移轉其獨立營業部門之全部或任何單一獨立營業部門予一既存或新設公司，以作為受讓既存或新設公司發行新股予移轉公司或移轉公司股東之對價之行為；

"A類重度決議"係指由持有本公司已發行股份數三分之二以上之股東出席，並經出席股東持有股份數二分之一以上之同意通過之決議，其中股東須有權親自或以委託書(倘若允許)於本公司之股東會參與表決；

"B類重度決議"係指由代表本公司已發行股份數二分之一以上之股東出席，並經出席股東持有股份數三分之二以上之同意通過之決議，其中股東須有權親自或以委託書(倘若允許)於本公司之股東會參與表決；

"監察人"係指依據組織章程及適用之掛牌規則所定義之監察人

"存續公司"係指以法律之定義而言，一個或更多之組成公司合併後，所餘留之唯一組成公司；及

"台灣證券交易所"係指台灣證券交易所。

2. 在本組織規則中，除前後文另有需要外：

- (a) 單數用語應包含複數，反之亦然；
- (b) 視前後文所需，男性用語應包含女性及任何人；
- (c) "得"應被解為允許，而"應"應被解為強制規定；

- (d) 涉及法令規定之部分，應包含目前有效之修正或重新制定；
 - (e) 涉及董事會所為決定之部分，應被解釋為由董事會行使絕對之裁量權，且應適用於一般或特定情形；及
 - (f) 涉及”書面”之部分，應被解釋為由任何得複製為書面之方法加以書寫或呈現，包括任何形式之印刷、平版印刷、電子郵件、傳真、照片或電報，或為書面以任何其他替代物或格式儲存或傳輸加以呈現，或部分前者而部分後者。
3. 在不違反前二條規定之情況下，法律所定義之用語，除非與議題或前後文不一致，應在本章程中具相同意義。

前言

4. 本公司得在設立後隨時營業。
5. 辦公室應設於開曼群島上董事會不定期決定之地址。本公司並得依董事會不定期決定之處所，增設並保留其他辦公室、營業處所及代理人。
6. 因設立本公司及發行股份所生之初始費用應由本公司負擔。此等費用並得由董事會決定之期間內攤銷，且支付之金額應由董事會決定用以減除本公司帳上之所得及/或資本。
7. 董事會應於董事會不定期決定之處所保存股東名簿，或使之被保存。倘董事會未作決定，股東名簿應保存於辦公室。

股份

8. 在不違反本章程之情形下，在任何時點未發行之股份均應由董事會控制，且董事會得：
- (a) 發行、分派及處分此未發行股份予董事會隨時決定之人，其方式、條件、具有之權利及限制亦由董事會隨時定之；及
 - (b) 就此未發行股份授予選擇權，及發行認股權憑證或類似證券；

為上開目的，董事會得保留適當數量之未發行股份。

9. 董事會得授權將股份區分成多類型，不同類型之股份應被授權、設置並指定(或視情況而定，含再指定)，且不同類型股份(如有)之相關權利(包括但不限於表決權、股利及贖回權)、限制、優先權、特權及支付義務之差異，應由董事會規定並決定。
10. 本公司得經全體董事三分之二以上之出席，出席董事多數同意之董事會決議，及特別決議之同意，發行相較於本公司普通股份具有優先權利之股份(“特別股”)。在任何特別股依第10條規定同意而發行前，本章程應被修訂，以載明該特別股之權利及義務，包括但不限於以下項目，且此對於任何特別股權利之變更亦適用之：

- (a) 特別股分派股息及紅利之順序、定額或定率；
 - (b) 特別股分配公司剩餘資產之順序、定額或定率；
 - (c) 特別股股東行使表決權之順序或限制(包括無表決權)；
 - (d) 與特別股權利義務有關的其他事項；及
 - (e) 本公司經授權或必須贖回特別股時，其贖回之方法；或贖回權不適用之聲明。
11. 本公司發行新股應經全體董事三分之二以上之出席，出席董事過半數同意之董事會決議。本公司發行新股不得超過授權資本之範圍。本公司應於依法得發行股票之日起三十日內，對認股人或應募人交付股票，並應於交付前公告之。
12. 本公司不得發行股款未繳或股款繳納不足之股份。本公司不得發行無記名股份。
13. 每次新股份發行時，董事會得保留特定比例之新股，供董事會依其合理裁量決定之本公司員工承購。
14. 倘股份係在興櫃市場、或在證券櫃檯買賣中心或台灣證券交易所交易時，除股東於股東會中另為普通決議外，當董事會決議發行新股時，本公司應於依第13條及第16條分別保留予員工認購及於台灣公開發行之部分後，公告及書面通知原有股東按其個別持股比例優先認購剩餘之新股份，並聲明逾期不認購者，喪失其權利；原有股東持有股份案比例不足分認一新股者，得合併共同認購或歸併一人認購；原有股東未認購者，得公開發行或洽由特定人認購。各股東得親自認購新股份，或指定一人或數人認購新股。
15. 股東依第14條規定享有之優先認購權，在因下列理由或目的而發行之新股份不適用之：
- (a) 與其他公司合併、本公司分割或因本公司之重組相關者；
 - (b) 與履行本公司於認股權憑證或選擇權所負之義務相關者；
 - (c) 為履行本公司於可轉換公司債或賦予取得股份權利公司債所負之義務相關者；或
 - (d) 為履行本公司於賦予取得股份權利之特別股所負之義務或與本公司股份之贖回相關者。
16. 當本公司透過在台灣發行新股進行增資時，除非依適用之公開公司規則，本公司無須或不適宜進行公開發行外，本公司應提撥將發行新股總額之百分之十在台灣公開發行。但股東會決議應提撥超過前述百分之十之股份公開發行時，應適用該決議所定之比率。
- (a)
17. 本公司得依全體董事三分之二以上之出席，出席董事多數同意之董事會決議，採行一個或多個員工激勵方案，並依該方案授予股份、選擇權、認股權憑證或其他得用以取得股份之類似證券予任何本公司關係企業之員工。依任何員工股票選擇權計畫授予員工之股份、選擇權、認股權憑證或其他得用以取得股份之類似證券應不得轉讓，但員工之繼承人不在此限。

權利之變更

18. 當本公司之資本分為不同類型時，該類型所附加之權利（除該類型股份之發行條件另有規定外）僅得經以下方式重大不利變更或取消之：

- (a) 特別決議；以及
- (b) 於分別會議中，由該類型股份持有人三分之二之過半數同意之決議。

本章程有關本公司股東會及程序之條款，應準用於該分別會議；惟法定人數應為持有或委託代表該類型已發行股份之面額過半數之一人或多人（在休會時若出席之持有人未達上述定義法定人數時，則出席之股東應構成法定人數），且不違反該類型股份之發行條件下，每一該類型股東所持有之每一股該類型股份應有一表決權。

19. 授予各類型股份持有人的優先或其他權利，除非該類型股份發行條件另有明示規定外，不得因本公司進行，例如創設、分配、發行與該股份權利相同或較劣之其他股份，或贖回或買回任何類型股份，而被視為有重大不利變更或取消。

股份證明書

20. 除董事會另為決定外，任何人就其股份無權取得股份證書。

畸零股

21. 於不違反此章程之前提下，董事會得發行股份之畸零股，且如發行，該畸零股應受限且應負擔相應部分之責任（無論係有關面額、溢價、提撥、買權或其他）、限制、優先權、特權、資格、約束、權利（不損及上述概括性之前提下，包括投票和參與權），及完整股份之其他特性。如向同一股東發行或同一股東收購多數同級股份之畸零股時，該畸零股應予累計。

股份轉讓

22. 於不違反法律之前提下，本公司發行之股份應得自由轉讓，惟任何保留發行予本公司員工之股份，得有不得超過二年或董事會自行裁量決定之限制轉讓期間。

23. 任何股份之移轉文書應以常用之格式或經董事會依其絕對裁量同意之其他格式，經由轉讓人或其代理人簽署，且如經董事會要求，亦應經過受讓人之代理人簽署，並檢附與該股份之相關之證書（如有）及其他董事會合理要求表彰轉讓人有權移轉之其他證明。於受讓人之姓名就該股份登錄於股東名簿前，轉讓人仍應視為股東。

24. 董事會得拒絕登記任何股份之轉讓，除非

- (a) 移轉文書已提出予本公司，並檢附與該股份相關之證書（如有）及其他董事會合理要求表彰轉讓人有權移轉之其他證明；
- (b) 移轉文書僅關於某一類型之股份；

(c) 移轉文書業經妥適用印，如有要求；或

(d) 若股份擬轉讓予共同持有人，該共同持有人之人數未超過4人。

25. 當股東名簿依第 40 條規定為閉鎖時，得暫停轉讓之登記。

26. 本公司應保留所有已登記之移轉文書，但任何董事會拒絕登記之移轉文書應退還予提出人（除非有詐欺情事）。

股份移轉

27. 死亡之單一股份持有人之法定代理人，為本公司認可之該股份唯一所有權人。如股份登記於兩個以上之持有人名下，存活者，或如存活者已亡時，其法定代理人，為本公司認可之該股份之唯一所有權人。

28. 任何因股東死亡或破產而持有股份之人，於出具董事會隨時要求之證據後，得被登記為該股份之股東，或不登記自己為股東，而如同該死亡或破產人原得進行一般，轉讓該股份。倘前揭之人選擇登記自己為持有人，則應交付或寄送經其簽署且載明其選擇之書面通知予本公司，但無論何種情形，董事會均有如同該死亡或破產人於死亡或破產前轉讓股份之情形時，相同之拒絕或暫停登記之權利。

29. 任何因持有人死亡或破產而持有股份之人，應有權取得與登記之股份持有人相同之股利和其他利益，但其於被登錄為有關該股份之股東前，不得行使有關本公司會議之股東權利。惟董事會得於任何時候給予通知，要求該人選擇登錄自己或移轉股份，若未於九十天內遵守該通知，則董事會得保留與股份有關之所有股利、紅利或其他應付款項直至通知之要求均已被遵守。

股本變更

30. 本公司得經普通決議隨時：

(a) 增加經決議通過之股本金額，並分成類型及數量之股份；

(b) 結合和切割其股本，使股份數額大於目前股份數額；

(c) 將其全部或任何已繳足之股份轉換成股票，且將該股票再轉換成任何面額之繳足股份；

(d) 再切割其目前股份，使股份面額降低；

(e) 取消於決議通過日時無人承受或同意承受之任何股份，並且根據取消股份之數額減少其股本數目。

31. 本公司得經特別決議以任何法律授權之方式，減少其股本及任何股本贖回準備金。

股份贖回或買回

32. 依照法律、適用之掛牌規則及本章程，本公司得發行可被贖回的股份（不論係本公司或股東選擇行使贖回權）；贖回的條件及方式，得在本公司發行股份前，透過股東會特別決議為之；贖回的金額須依照所適用法律的授權，包括本公司盈餘或第一次發行新股所得之股款。

33. 依照法律、適用之掛牌規則及本章程，並經全體董事三分之二以上出席，出席董事過半數之同意，本公司可在維護公司信用及股東權益的目的下，買回自己之股份。買回之股份應視為立刻註銷。
34. 本公司依據前述第 33 條買回之庫藏股數量不得超過本公司已發行股份總數的百分之十；因買回庫藏股所支付之金額，亦不得超過保留盈餘、股本溢價科目以及已實現資本公積數目之總額。
35. 本公司董事或經理人，或其配偶、未成年子女、或其他為前述之人之利益持有本公司股份之人，不得在本公司買回庫藏股期間出售或轉讓其股份。
36. 本公司贖回或買回庫藏股的決議及其執行，不論本公司是否確實贖回或買回庫藏股，應於最近一次的股東會中報告。
37. 任何經公告贖回或買回之股份，不得在公告之贖回或買回日期後，參與公司獲利。
38. 本公司贖回或買回股份之行為，不得視為將贖回或買回其他股份。
39. 除法律及適用之掛牌規則另有規定外，當董事會支付贖回或買回股份之款項時，若經贖回或買回股份發行條件之授權或經由該股份持有人之同意，得以現金或實物支付之。

停止過戶或確認登記期日

40. 為確認哪些股東有權收受任何股東會議或休會之通知、參加股東會議或在股東會議投票，或有權收受任何股利款項，或為其他目的確認股東身份時，董事會得規定在特定期間內股東名簿不得為股份移轉之登記。一旦股份在興櫃市場或證券櫃檯買賣中心或台灣證券交易所交易，股東名簿記載之變更，於股東常會開會前六十日內，股東臨時會開會前三十日內，或分派股息基準日前五日內，不得為之。
41. 除股東名簿登錄之閉鎖期間外，為確認哪些股東應有收受通知之權或參加股東會議或在股東會議中投票，或為確認哪些股東有權收受任何股利款項，董事會得事先訂定基準日。倘董事會依第 41 條指定基準日，該基準日應早於股東會之日期，且董事會應立即在金管會及證券櫃檯買賣中心或台灣證券交易所依適用之掛牌規則所指定之網站上公告。

股東會

42. 除股東常會外，所有其他股東會應稱為股東臨時會。
43. 當董事會認為適當時，可召開本公司之股東會；惟本公司應於每會計年度終了後六個月內召開一次股東常會，並於通知書中載明該次開會係為股東常會。
44. 在股東會中，應呈上董事會或監察人報告(如有)。一旦股份在興櫃市場或證券櫃檯買賣中心或台灣證券交易所交易，所有股東會應在台灣召開。若董事會決議將在台灣以外地區召開股東會，本公司應於董事會做出該決議後二日內向證券櫃檯買賣中心（或台灣證券交易所，如適用）申請核准。在股東會召開地點在台灣以外地區之情形下，本公司應聘請股務代理機構處理該股東會之股東投票行政事宜。

45. 股東會亦可經由下列方式召開：繼續一年以上，持有本公司已繳足股份金額且有表決權股份總數百分之三以上股份且有權參加股東會及得在股東會投票之股東，得將載明會議目的之書面請求交付於辦公室或股務代理機構，請求董事會召開股東會。若董事會未能於交付該請求後十五日內召集股東會，得由請求者（在股份於興櫃市場或證券櫃檯買賣中心或台灣證券交易所交易之情形下）報經金管會同意，以董事會召集股東會之相同方式自行召開股東會。本公司應補償請求者因董事會未能召開股東會所產生之所有合理費用。

股東會之通知

46. 股東常會及股東臨時會的召集，應分別於三十日前及十五日前給予股東書面通知。通知期間之計算，應排除給予通知當日及會議召開日，通知應載明會議地點、日期、時間及召集事由。若本公司取得個別收受者之事前同意，股東會之通知得以電子通訊方式為之。
47. 股東會通知應載明下列事項，且不得以臨時動議提出：
- (a) 董事或監察人之選任或解任；
 - (b) 本章程之修改；
 - (c) 本公司之解散、合併或分割；
 - (d) 締結、變更或終止關於出租全部營業，委託經營或與他人經常共同經營之契約；
 - (e) 讓與全部或主要部分之營業或財產；
 - (f) 受讓他人全部營業或財產，對本公司營運有重大影響者；
 - (g) 私募有價證券；
 - (h) 解除董事競業禁止；
 - (i) 以發行新股方式分派本公司部分之股息及紅利；及
 - (j) 以法定公積或其他資本公積（包含股本溢價科目、本公司因捐贈而取得之收入、股本贖回準備金及其他公積）之任何金額撥充資本。

48. 只要股份在興櫃市場或證券櫃檯買賣中心或台灣證券交易所交易時，本公司應為每次股東會準備說明手冊及相關資料，寄送於全體股東或使全體股東得以取得，並於股東會開會 15 日前，於金管會、證券櫃檯買賣中心或台灣證券交易所依適用之掛牌規則所指定的網站上公告。

股東會之程序

49. 除非會議繼續進行至議案時出席之股東已達法定人數，否則不得於任何股東會處理議案。除本章程另有規定外，持有至少過半數發行股份並有投票權之股東親自或委任代理人出席，就所有之議案均應構成法定人數。
50. 於停止過戶期間前持有百分之一以上已發行股份之股東得以書面向本公司提案於股東會討論之議案。但以一項為限，提案超過一項者，均不列入議案。於提案時另外需遵循下列之程序：
- (a) 本公司應於股東常會召開前之停止股票過戶日前，公告受理股東之提案、受理處所及受理期間；其受理期間不得少於十日；

- (b) 股東所提議案以三百字為限，超過三百字者，該提案不予列入議案；提案股東應親自或委託他人出席股東常會，並參與該項議案討論；
- (c) 有左列情事之一，股東所提議案，董事會得不列為議案：
 - i) 該議案非股東會所得決議者；
 - ii) 提案股東於本公司停止股票過戶時，持股未達百分之一者；
 - iii) 該議案於公告受理期間外提出者；或
 - iv) 該議案提案超過一項者。
- (d) 本公司應於股東會召集通知日前，將處理結果通知提案股東，並將合於本條規定之議案列於開會通知。對於未列入議案之股東提案，董事會應於股東會說明未列入之理由。

- 51. 於董事會召開之股東會，董事長(如有)均應以主席之身分主持會議。於其他有召集權限之人所召開之股東會，該有權限之人應擔當股東會之主席，如該有權限之人為多數時，股東會之主席應由該數人中選舉之。
- 52. 於無主席、主席未於股東會預定開始時間後十五分鐘內到場或無意擔任主席之情形時，董事會得指派任一董事擔任主席，若仍無主席之產生，則在場之股東得選舉任一在場之人擔任主席。
- 53. 股東會之主席得(且於股東會要求時，應)以普通決議之方式，隨時隨地暫停會議，但除了暫停發生之會議中未完成之事務外，不得於任何暫停之會議中處理事務。當會議已暫停五日以上，應如同原會議給予暫停會議之通知。除上述情形外，不需給予暫停會議或於暫停會議中處理事務之通知。
- 54. 任何股東會應以表決做出之決議應以投票之方式進行。表決之結果應將贊成與反對該決議之票數記載於會議記錄中。
- 55. 除非法律或本章程另有規定，以下事項均得以普通決議之方式為之：
 - (a) 解除董事競業禁止責任；
 - (b) 其他任何得於股東會由股東決議、許可、確認或採納之事項。
- 56. 當表決之票數相同時，會議主席沒有額外的或決定性的投票權。
- 57. 本公司得經 A 類重度決議或 B 類重度決議：
 - (a) 締結、變更或終止關於出租全部營業，委託經營或與他人經常共同經營之契約；
 - (b) 讓與全部或主要部分之營業或財產；
 - (c) 受讓他人全部營業或財產，對本公司營運有重大影響者；
 - (d) 按法律之規定，依任何適用之掛牌規則辦理本公司之分割；
 - (e) 私募有價證券；
 - (f) 以發行新股方式分派部分或全部股息或紅利；
- 58. (A)本公司得經合併之特別決議，依任何適用之掛牌規則及法律辦理本公司之合併。
(B)本公司得經特別決議變更名稱。
- 59. 根據法律，關於本公司之解散程序，本公司應通過：

- (a) 普通決議，因本公司債務到期無力清償而決議自願解散時；或
- (b) 特別決議，本公司因第59條(a)規定以外之理由決議自願解散時。

60. (A) 當股東會依第57條之(a)、(b)或(c)項之規定作成決議時，任何股東於該決議前以書面通知本公司反對該項行為之意思表示，並於股東會已為反對者，得於股東會決議通過後之二十日內以書面敘明其所持有股份之總類及數量，並請求本公司以當時公平價格，收買其所有之股份。但在本公司決議於依據第57(b)條規定完成轉讓公司營業或資產後解散時，股東不得擁有上開請求本公司買回其股份之權利。

(B) 在分別依第57(d)條或第58條之規定，本公司任何部分之營業被分割或與他公司合併時，股東在集會前或集會中，以書面表示異議，或以口頭表示異議經紀錄者，得放棄表決權，而於股東會決議通過後之二十日內以書面敘明其所持有股份之總類及數量，並請求公司依當時公平價格，收買其持有之股份。

(C) 當本公司自決議日起六十日內未與股東達成買回股份之協議者，股東得於此期間屆滿後三十日內，聲請相關之臺灣法院為價格之裁定；於台灣法院所為之裁決得以於台灣地區之外執行及獲認可之情形下，該臺灣法院所裁定之價格，對本公司與聲請裁定之股東有最終拘束力。

股東之表決權

- 61. 除附加於股份之權利及限制另有規定外，每一股東及受每一股東之代理人，其每一股份均表彰一表決權。
- 62. 下列之股份除不得行使表決權外，亦不列入股東會之股東法定出席人數及不算入已出席股東之表決權數：
 - (a) 被本公司持有已發行有表決權之股份總數或股權總數超過半數之從屬公司，所持有本公司之股份。
 - (b) 本公司及其從屬公司直接或間接持有他公司已發行有表決權之股份總數或股權總數超過半數之他公司，所持有本公司之股份。
- 63. 如為股份共同持有人，股份共同持有人應由其中選出一代表以行使其股東權利，該代表親自出席或委託代理人出席所為之表決即應被接受且排除其他股份共同持有之表決。
- 64. 當股東心神喪失，或經有管轄權之法院判決心神喪失時，得由其監護人或由該法院指定性質上為其監護人之其他人代為投票。該監護人或該其他人並得委任代理人投票。
- 65. 對於與其自身有利害關係之契約、預定簽署之契約或安排，股東不得行使其表決權或代理他股東行使表決權。有利害關係股東之股份數不列入股東會之股東法定出席人數及不算入已出席股東之表決權數。
- 66. 表決之方式得以書面或電子傳送之方式為之，如該表決權行使之方式已載於股東會召集通知內；惟若本公司股東會於非台灣地區召開時，本公司應於股東會通知內載明表決之方式得以書面或電子傳送之方式為之。

67. 股東依據第 66 條而以書面或電子傳送之方式行使表決權者，應視為已親自出席股東會。但就該次股東會之臨時動議及原議案內容之修正，視為棄權。
68. 股東以書面或電子方式行使表決權者，其意思表示應於股東會召開五日前送達本公司，於本公司收受二份以上之意思表示時，以最先送達本公司者為準。但後送達之意思表示載有明確撤銷前份意思表示之文字者，不在此限。
69. 股東以書面或電子方式行使表決權後，欲親自出席股東會者，該股東至遲應於股東會召開之前一日，送達另一份意思表示以撤銷先前行使表決權之意思表示。未及時撤銷先前意思表示者，以書面或電子方式行使之表決權為準。股東以書面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。
70. 如股東會議之召集程序或其決議方法違反法律、適用之掛牌規則或本章程時，股東得自決議之日起三十日內以台灣台北地方法院為管轄權法院訴請判決，或向開曼群島之法院請求適當之救濟。於台灣台北地方法院所為之裁決得以於台灣地區之外執行及獲認可之情形下，該裁決對本公司應為最終且具拘束力之裁決。

委託書之徵求

71. 股東得以本公司所提供之委託書指派代理人出席股東會，委託書需載明授權範圍。就每一股東會，每一股東僅得簽署一委託書指派一代理人，且應於股東會召開之五日前將書面之委託書送交予本公司。於本公司收受二份以上之書面委託書時，以先送達本公司之委託書為準，除非後送達之書面委託書載有明確撤銷前份書面委託之聲明。
72. 委託書由本公司印發之，並載明僅供特定會議使用。委託書之格式應至少包含下列資訊：
(a)如何完成該委託書之說明，(b)依該委託書所表決之事項，及(c)與股東、委託書徵求/受任人及委託書徵求代理人(如有)相關之基本身分資訊。委託書格式應與相關股東會之開會書面或電子通知一併提供予股東，且該書面或電子通知與委託書資料應於同日發送予所有股東。
73. 委託書應由委任人或其書面授權代理人親手為之。若委任人為公司時，以公司印章、其授權之高階主管或其授權代理人親手為之。受任人無需具備股東之身分。
74. 除經台灣主管機關核可或本章程明文訂定之信託事業或股務代理機構外，於一受託人同時受二人以上股東委託時，其代理之表決權不得超過本公司表決權總數之百分之三，超過時其超過之表決權，不予計算。
75. 股東會委託書之徵求人，除委託信託事業或股務代理機構擔任徵求人外，應為持有本公司已發行股份五萬股以上之股東。但股東會有選舉董事或監察人議案，徵求人應為截至該次股東會停止過戶日，依股東名簿記載或存放於中華民國證券集中保管事業之證明文件，符合繼續六個月以上，持有本公司已發行股份八十萬股以上或已發行股份總數千分之二以上且不低於十萬股。
76. 有下列情事之一者，符合第 75 條規定資格之股東、信託事業、股務代理機構或其負責人不

得擔任徵求人；股東或其負責人亦不得委託信託事業或股務代理機構擔任徵求人：

- (a) 曾犯台灣組織犯罪防制條例規定之罪，經有罪判決確定，服刑期滿尚未逾五年。
- (b) 因徵求委託書違反台灣刑法偽造文書有關規定，經有罪判決確定，服刑期滿尚未逾三年。
- (c) 曾犯台灣刑法詐欺、背信、侵占罪，經受有期徒刑六個月以上宣告，服刑期滿尚未逾三年。
- (d) 違反台灣證券交易法、期貨交易法、銀行法、信託業法、金融控股公司法及其他金融管理法，經受有期徒刑六個月以上宣告，服刑期滿尚未逾三年。
- (e) 違反台灣「公開發行公司出席股東會使用委託書規則」徵求委託書其代理之表決權不予計算，經判決確定尚未逾二年。

77. (A) 繼續一年以上持有本公司已發行股份符合下列條件之一者（“共同委託股東”），得委託信託事業或股務代理機構擔任徵求人，其代理股數不受第87條關於發行股份總數百分之三之限制；對股東會議案有相同意見之股東（“共同委託股東”），其合併計算之股數符合下列條件之一，共同委託信託事業或股務代理機構擔任徵求人時亦同：

- (a) 持有本公司已發行股份總數百分之十。
- (b) 持有本公司已發行股份總數百分之八以上，且於股東會有選任董事或監察人議案時，其所擬支持之被選舉人之一符合獨立董事資格。

(B) 信託事業或股務代理機構依第77(A)條之規定受股東委託擔任徵求人，其徵得委託書於分配選舉權數時，股東擬支持之獨立董事被選舉人之選舉權數，應大於各非獨立董事被選舉人之選舉權數。

(C) 股東會有選舉董事或監察人議案時，第77(A)條委託徵求之股東，其中至少一人應為董事或監察人之被選舉人。但擬支持之被選舉人符合獨立董事資格者，不在此限。於股東會有選舉董事或監察人議案時，該次股東會本公司股務代理機構不得接受股東之委託擔任徵求人或接受徵求人之委託代為處理徵求事務。

(D) 股東委託信託事業或股務代理機構擔任徵求人後，於該次股東會不得再有徵求行為或接受第77(A)條所定之徵求人或共同委託股東之委託辦理代為處理徵求事務。

(E) 本公司召開股東會，依本章程第62條所規定無表決權之股份持有者，不得依據第77條擔任徵求人或委託信託事業、股務代理機構擔任徵求人。

78. (A) 徵求人應於股東常會開會三十八日前或股東臨時會開會二十三日以前，檢附出席股東會委託書徵求資料表、持股證明文件、代為處理徵求事務者資格報經金管會備查之文件、擬刊登之書面及廣告內容定稿送達本公司及副知中華民國之財團法人中華民國證券暨期貨市場發展基金會。

(B) 徵求人非於上述期限內將委託書徵求書面資料送達本公司或股務代理機構者，不得為徵求行為。

(C) 徵求人或受其委託代為處理徵求事務者不得於徵求場所外徵求委託書，且應於徵求場所將第78(A)條所定之書面及廣告內容為明確之揭示。

(D) 股東會有選舉董事或監察人議案者，徵求人其擬支持之董事或監察人被選舉人，不得超過本公司該次股東會議案或章程所定董事或監察人應選任人數。

(E) 徵求人應編製徵得之委託書明細表乙份，於股東會開會五日前，送達本公司或股務代理機構。

79. (A) 委託書應由委託人親自填具徵求人或受託代理人姓名。但信託事業或股務代理機構受委託擔任徵求人，及股務代理機構受委任擔任委託書之受託代理人者，得以蓋章方式代替之。

(B) 徵求人應於徵求委託書上簽名或蓋章，並不得轉讓他人使用。

80. 出席股東會委託書之取得，限制如下：

(A) 不得以給付金錢或其他利益為條件。但代本公司為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) 不得利用他人名義為之；及

(C) 不得將徵求之委託書作為非屬徵求之委託書出席股東會。

81. 委託書之受託代理人除股務代理機構外，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，檢附聲明書聲明其受託代理之委託書非為自己或他人徵求而取得，及委託書明細表乙份，並於委託書上簽名或蓋章送達本公司或股務代理機構。

82. 本公司股東會無選舉董事或監察人之議案時，得委任股務代理機構擔任股東之受託代理人，並於該次股東會委託書使用須知載明其有關委任事項。

83. 股務代理機構受委任擔任委託書之受託代理人者，不得接受股東全權委託；並應於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，契約書副本及金管會所規定之事項，製作受託代理出席股東會彙整報告備置於股務代理機構。

84. 股東會有選舉董事或監察人議案者，委託書於股東會開會前應經本公司之股務代理機構或其他股務代理機構予以統計驗證。驗證內容為：委託書是否為本公司印製、委託人是否簽名或蓋章、是否填具徵求人或受託代理人之姓名，且其姓名是否正確。

85. 本公司印發之委託書用紙、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、委託明細表、出席股東會委託書等第78條所稱之資料，及/或其他相關之文件資料，不得對應記載之主要內容有虛偽或欠缺之情事。

86. (A) 本公司為召開股東會所發給徵求人之出席證、出席簽到卡或其他出席證件，徵求人不得轉讓他人使用。

(B) 股東會之出席證、出席簽到卡或其他出席證件，不得為徵求之標的。

87. (A) 除章程另有規定外，徵求人代理之股數不得超過本公司已發行股份總數之百分之三。但股東委託信託事業或股務代理機構擔任徵求人、本公司委任股務代理機構擔任股東之受託代理人，其代理股數不受限制。
- (B) 受三人以上股東委託之受託代理人，其代理之股數除不得超過其本身持有股數之四倍外，亦不得超過本公司已發行股份總數之百分之三。受託代理人有徵求委託書之行為者，其累計代理股數，不得超過本公司已發行股份總數之百分之三。
88. 股東、徵求人或受託代理人使用委託書有未依本公司章程辦理之情事者，其代理之表決權不予計算，本公司得拒絕發給當次股東會各項議案之表決票。有表決權不予計算情事者，本公司應重為計算。
89. 委託書之委任人得於股東會後七日內，向本公司或其股務代理機構查閱該委託書之使用情形。
90. 委託書及依本章程及相關規定製作之文件、表冊、媒體資料，其保存期限至少一年。但經股東依第70條提起訴訟者，應保存至訴訟終結為止。

會議中由代表人代理之法人

91. 法人為股東或董事者，得依其董事會或其他治理實體之決議，授權其認為適當之人於本公司任何會議、任何類別之股東會議、董事會或董事委員會擔任其代表人，且被授權之人應有權代理該法人行使該法人如為個人股東或董事一般可行使之相同職權。

董事

92. (A) 除非本公司於股東會另有決議，於本公司之股份在台灣證券交易所或證券櫃檯買賣中心掛牌交易前，本公司之董事名額為五至十席，而，每屆董事之實際席數則由股東會以普通決議之方式決定之。首屆董事應由全部或多數之本組織章程簽署者選出或指派。
- (B) 於股份在證券櫃檯買賣中心或台灣證券交易所交易期間，董事之成員應包含相關法律、規則或相關之外國發行人所適用之掛牌規則所定之獨立董事。於證券櫃檯買賣中心掛牌交易時，本公司設置獨立董事人數不得少於三人，其中至少一人應在中華民國設有戶籍；於台灣證券交易所掛牌交易時，本公司設置獨立董事人數不得少於二人，其中至少一人應在中華民國設有戶籍。獨立董事應具備專業知識，且於執行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。獨立董事應符合適用之上市規則與中華民國證券法令所要求之資格條件，包括但不限於對於其專業資格之要求、持股與兼職限制、獨立性之認定。
- (C) 獨立董事之人數不足二人或章程規定者，本公司應於最近一次股東會進行獨立董事之補選程序。獨立董事均解任時，本公司應自事實發生之日起六十日內，召開股東會補選之。
93. (A) 股東會得選任任何自然人或法人為董事，惟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。

(B) 本公司召開股東會選任董事，原當選人不符第 93(A)條之規定時，不符規定之董事中所得選票代表選舉權較低者，其當選失效。

(C) 已充任董事違反第 93(A)條之規定者，按其違反之事實對應適用第 93(B)條之規定當然解任之。

(D) 董事因故解任，致不足五人者，本公司應於最近一次股東會進行董事之補選程序。

(E) 董事缺額達所定席次三分之一者，董事會應自事實發生之日起六十日內，召開股東臨時會補選之。

94. 於股東會選舉董事時，每一股份有與應選出董事人數相同之選舉權，得集中選舉一人或分配選舉數人，由所得選票代表選舉權較多者，當選為董事。股東得由其代表人當選為董事，代表人有數人時，得分別當選。
95. 依據第 92、93 及 94 條規定之董事選舉候選人名單應由董事會準備，並於選舉董事之股東會召開前送交予股東。董事會亦可採用合於相關掛牌規則之候選人提名制度。選舉人提名之規則及程序應與董事會及普通決議所隨時通過之政策相符，該政策亦須符合法律、本章程及適用之掛牌規則。
96. 除本章程另有規定外，董事之任期不得逾三年，任期屆滿之後得以連任之。倘若於任期屆滿後並未有效選出新任之董事，則原任董事之任期將延長至新任董事選出並承接其職務為止。
97. 董事得隨時以股東會之 A 類重度決議或 B 類重度決議解任之。如董事於任期內遭無正當理由解任，該董事得以向本公司請求任何及全部因該解職所造成之損害。
98. 董事長應由董事會以三分之二以上之當時在任董事出席，及出席董事過半數之同意選舉之。董事長之任期亦應由董事會以三分之二以上之當時在任董事出席，及出席董事過半數之同意定之。於每一董事會，董事長應擔任主席，並且對外代表本公司。若董事長未於董事會開始後之十五分鐘內出席時，出席之董事得選舉一人擔任該次董事會之主席。
99. 除法律及適用之掛牌規則另有規定外，董事會得隨時採用、制定、修改或撤銷本公司治理政策或計畫，該政策及計畫係用以制定本公司及董事會對各種公司治理議題之政策，而得由董事會隨時以決議訂定之。
100. 董事之資格不以持有本公司之股份為必要。

董事之酬勞及支出

101. 董事之報酬應由董事會依據台灣及國際之一般業界標準決定之。每一董事應有權領取或預支因出席董事會、董事委員會、股東會、任何類別之股份或債券會議或與履行其董事義務相關而合理產生或可預期之交通、住宿及其他附帶費用。

102. 經本公司要求，董事為本公司之所需而前往或旅居國外者，或經董事會認定其所履行之職務超過一般董事之職責者，該董事得領取董事會決定之額外酬勞（無論以薪資、佣金、紅利或其他方式為之）。且該額外之酬勞應附加於或取代本章程之其他條款所定之一般酬勞。

董事代理人

103. 於無法親自出席會議或董事會議時，任何董事得委任其他董事代其出席並投票，或委任其他董事簽署書面之決議，受委任之董事應遵循委任董事之指示。委任之文書應由委任董事以書面為之，其格式應屬正常且一般可接受之格式，或其他董事會同意之格式。委任文書應留存於該次董事會議之主席處，如為首次使用該委任文書，應於董事會議召開前留存之。

董事職權

104. 除法律、本章程、適用之掛牌規則與股東會通過之任何決議另有規定外，本公司之業務應由董事會管理，得由其支付本公司設立與註冊所發生之所有費用及行使本公司所有權力。股東會所通過之決議不得使董事於無該決議前之有效行為無效。
105. 董事會得隨時指定任何人（不論是否為董事）出任董事會認為本公司行政管理所需之公司職位，包括但不限於執行長、董事長、一名或若干名副董事長、財務長或財務總監、會計長、助理會計長、或經理，其任期及其薪酬（不論是以薪資或佣金或參與分紅之方式給付，或部份以其中一種方式而部份以其他方式給付）以及其職權，均由董事會認為適當者訂定之。董事會指定出任上述職位之任何人，亦得由董事會予以免職。董事會亦得依類似條件指定一名或多名董事出任執行董事，但任何該項任用應於任何執行董事因任何原因不再是董事時，或若本公司以普通決議方式將其解職時，一併終止。
106. 董事會得指定一名秘書（及必要時一名或若干名助理秘書），其任期、薪酬與條件及其職權，均由董事會認為適當者訂之。董事會任用之上述任何秘書或助理秘書，亦得由董事會予以免職。除經董事會明確之授權者外，秘書或助理秘書應不得以行使任何法律或相關法規所賦予其之職能或權力。
107. 董事會得將其任何權力委由委員會行使，其組織成員由董事會認為適當者訂之；前述之任何委員會，在行使受委任之權力時，應遵守董事會得制訂之委員會有關之任何規章。
108. 董事會得隨時及在任何時候，以授權書（不論是蓋章或簽名）或其他方式委派任何公司行號或任何人或團體（不論是由董事直接或間接提名）為本公司之代理人，其目的、權力、權限與裁量權（不得超過董事依據本章程獲得授予或得行使之權限）任期與條件，均由董事會認為適當者訂之。任何該授權書或其他委任均得包含董事會認為適當之條款，以保護與任何該代理人接洽之人及給予便宜行事之方便，並得授權任何該代理人得將其獲得授予之所有或任何權力、權限與裁量權，再委由他人行使。
109. 董事會得以其認為適當之方式隨時規定本公司業務之管理，且以下三條之規定不得限制本條賦予之概括權力。

110. 董事會得隨時及在任何時候，設立任何委員會、地區理事會或代理機構，以管理本公司任何業務，並得指定任何人為該委員會或地區理事會之成員且得任用本公司之任何經理或代理人，並訂定任何該人士之酬勞。
111. 董事會得隨時將董事當時被授與之任何權力、權限與裁量權，再委由任何委員會、地區理事會、經理或代理人行使，並得授權任何該地區理事會當時在任之成員或其中任何人遞補其任何缺額及於即使有該缺額時採取行動。而任何該任用或委任之任期與條件均由董事會認為適當者訂之，且董事會得在任何時候將上述任用之任何人免職並得撤銷或變更任何該委任，但依善意而為交易且未受通知有任何該撤銷或變更之人，不受影響。
112. 上述之任何授權得經董事會授權後，將其於當時獲得授予之所有或任何權力、權限與裁量權，再委由他人行使。

董事會之借款權

113. 除本章程另有規定外，董事會得行使本公司借款權及在借款時抵押公司事業與財產、發行公司債、於特定時間間隔支付特定數額之優先股與其他證券，或以其擔保本公司或任何第三者之任何債務、負債或義務。

印章

114. 除有董事長或董事長指定人士之授權，且未違反董事會之決議外，不得在任何文件用印；但該授權得在用印事前或事後提供，且若是事後提供，得以一般之形式確認複數之用印。用印時須有一名董事或一名祕書（或一名助理祕書）或董事會專案指定之任何一人或多人在場，且前述之每一人均應於在其在場時用印之該文件上簽名。
115. 本公司得在董事會指定之國家或地點保存一份複製印章，但未經董事會之決議授權，不得於任何文件上使用該複製印章；但該授權得在使用該複製印章事前或事後提供，且若是事後提供，得以一般形式確認該複製印章之複數用印。使用該複製印章時須有董事會專案指定之任何一人或多人在場且前述之每一人均應於在其在場時使用該複製印章之該文件上簽名。依前述方式使用該複製印章及簽名，其意義與效力等同已在一名董事或一名祕書（或一名助理祕書）或董事會專案指定之任何一人或多人在場時使用印章。
116. 但即使有上述規定，於取得董事長之事前授權後，一名祕書或任何助理祕書有權在為對於任何文件中所載事項進行認證之目的，而在該文件上使用印章或複製印章，但該文件不得創設拘束本公司之任何義務。

董事喪失資格

117. 董事有以下情形時，應即喪失董事職務：
 - (a) 曾犯重罪，經有罪判決確定，服刑期滿尚未逾五年者；
 - (b) 曾犯詐欺、背信或侵占罪，經受有期徒刑一年以上宣告，服刑期滿尚未逾二年者；
 - (c) 曾盜用公司款項或服公務虧空公款，經判決確定，服刑期滿尚未逾二年者；
 - (d) 破產或與其債權人為任何債務清償安排或和解；

- (e) 因不合法使用信用票據而經拒絕往來尚未期滿者；
- (f) 無行為能力或限制行為能力者；
- (g) 死亡或心神喪失者；
- (h) 以書面通知本公司辭任；
- (i) 依本章程被免職；或
- (j) 讓售或轉讓其於當選董事時所持有二分之一以上之股份。

118. 以遵循法律以及開曼群島之其他法規為前提，若董事在履行其職務期間，經任何有管轄權法院判定其行為導致本公司蒙受重大損害或嚴重違反相關法令或本章程，但未經公司依據 A 類或 B 類重度決議予以解任者，則持有已發行股份總數百分之三以上股份之任何股東有權在該次股東會後三十日內，以台灣台北地方法院為管轄權法院訴請判決，或向開曼群島之法院，以公司之費用解任該董事。於台灣台北地方法院所為之裁決得以於台灣地區之外執行及獲認可之情形下，該裁決對本公司應為最終且具拘束力之裁決。

董事會之會議程序

119. 董事會的召集，應七日前給予董事書面通知。通知期間之計算，應排除給予通知當日及會議召開日，通知應載明會議地點、日期、時間及召集事由。該通知期間之要求得以由董事以普通決議之方式縮短或解除之。若本公司取得個別收受者之事前同意，董事會之通知得以電子通訊方式為之。董事會得於其認為適合時，召集會議（在開曼群島境內或境外）以處理業務、延會、及規範其會議與程序等事宜。任何會議提案之決定均以該次會議出席董事投票過半數決為之。票數相同時，主席不得投第二或決定票。任何一名董事均得，及於一名董事要求時，應即於任何時候召開董事會會議。
120. 董事得以所有與會者彼此均可通話之電話或類似之通訊設備之方式參加董事會或董事會指定且該董事為其委員之任何委員會之任何會議，視同董事親自與會。
121. 董事會議決事項所需之法定人數為過半數之董事。在任何會議中由代理人或代理董事代表之董事，在計算法定出席人數時，應視同親自出席。
122. 在本公司簽訂或擬簽訂之任何契約中涉有任何直接或間接利害關係之董事應在董事會會議中聲明所涉該利害關係之性質。任何董事若寄給董事會一份概括通知，表明其為任何特定公司或行號之股東及其將被視為在日後可能與該公司或行號簽訂之任何契約中涉有利害關係，則該通知應被視為其於該任何契約中涉有利害關係之充分聲明。董事在與其涉有利害關係之任何契約或預定簽訂之契約或安排有關之表決，其本身不得表決亦不得代其他董事表決。因上述規定而不能表決或行使任何表決權之董事，不計入已出席董事之表決權數（但仍應計入該次會議之法定人數）。
123. 董事為其本身或代他人為本公司業務範圍內之任何行為，應向股東會報告該行為之主要內容並須獲得普通決議之核准。若未取得該核准，則涉有利益之董事應在該行為之後一年內，依據股東會普通決議之要求，將其因任何該行為獲得之任何利潤歸還本公司。
124. 董事得兼任本公司任何其他有報酬之職務（但不得兼任監察人），其任期與條件（報酬與其他條件）由董事會決定之。董事或候任董事不因其所在職位或兼任本公司任何其他有報酬之職務，而喪失得與本公司簽訂契約之資格，且簽訂該契約或因此涉有利益關係之任何

董事也不因該董事持有該職位或因該職位所建立之受託關係，而必須將其因任何該契約或安排獲得之任何利潤歸還本公司。

125. 除本章程另有規定外，任何董事均得以其本身或其事務所，為本公司之專業代理人。董事或其事務所有權就其提供之專業服務，比照非董事之身份，獲得酬勞之給付；但本條之規定並未授權董事或其事務所得擔任本公司之監察人。
126. 除經主管機關核准者外，下列提議之本公司交易事項應提董事會決議通過；獨立董事如有反對意見或保留意見，應於董事會議事錄載明：
- (a) 訂定或修正內部控制制度；
 - (b) 訂定或修正取得或處分資產、從事衍生性商品交易、資金貸與他人、為他人背書或提供保證之重大財務業務行為之處理程序；
 - (c) 涉及董事或監察人自身利害關係之事項；
 - (d) 重大之資產或衍生性商品交易；
 - (e) 重大之資金貸與、背書或提供保證；
 - (f) 募集、發行或私募具有股權性質之有價證券；
 - (g) 簽證會計師之委任、解任或報酬；
 - (h) 財務、會計或內部稽核主管之任免；及
 - (i) 其他經主管機關規定之重大事項。
127. 當董事會會議主席簽署該次會議之會議記錄，則該次會議應被視為依規定舉行之會議；即使全體董事並未實際集會或其程序中可能有技術上的瑕疵。董事會應將所有會議記錄彙集成冊或裝入專用的活頁檔案夾，以記錄下列事項：
- (a) 董事會任用之所有高階主管；
 - (b) 董事會及其任何委員會之每次會議出席董事名單；及
 - (c) 本公司與董事會及其任何委員會之所有會議之所有決議與程序。
128. 經全體董事或董事會委員會之全體委員簽名之決議，包括由依規定委託之代理人簽署之決議(但代理人之委託書條件另有其他規定者，不在此限)，應與在依規定召開與舉行之董事會或其委員會之會議中通過之決議，同具效力。在簽名時，一項決議可以包含若干文件，分由一名或若干名董事或其指定代理人簽名。
129. 在任之董事，即使其組織有任何出缺，仍可做成決議，但若其人數已減少至不足本章程所訂或依據本章程訂定之董事會所需法定人數，則在任之董事得決議召開一次公司股東會，但不得決議其他事項。
130. 董事會指定之委員會得為其會議選舉一名主席，但董事會為該委員會制訂之任何規章別有規定者，從其規定。若未選出主席，或會議時主席未於預定之會議召開時間十五分鐘內出席，則出席會議之委員會委員得自出席委員中推選一人為會議主席。
131. 董事會指定之委員會得於其認為適當時開會與休會。任何會議中之提案應以出席委員過半數之決議行之，但董事會為該委員會制訂之任何規章別有規定者，從其規定。

132. 董事或其委員會之任何會議所為之決議或任何人以董事身份所為之任何行為，即使該董事或做為上述身份之人嗣後被發現其任用程序有瑕疵，或其全部或其中有任何人喪失資格，仍屬有效，視同各該人士均循正當程序任用並均俱備董事資格。
133. 下列事項之決議需由全體董事三分之二出席之董事會會議，以出席董事過半數之同意行之：
- (a) 締結、變更或終止關於出租全部營業，委託經營或與他人經常共同經營之契約；
 - (b) 出售或讓與全部或主要部分之營業或財產；
 - (c) 受讓他人全部營業或財產，對本公司營運有重大影響者；
 - (d) 依據本章程選舉董事長；及
 - (e) 公司債券之發行。

股利

134. 本公司得以普通決議方式宣佈已發行之股份之股利與其他配息，及授權從本公司可合法用於該股利與其他配息之資金中，撥款支付該股利與其他配息，但任何股份於當時附有任何權利與限制規定者，從其規定。
135. 董事會得於建議任何股利之前，提存其認為適當之合法配息金額，做為資本準備金，由董事會自行斟酌，用於支應臨時費、或調整歷年股利或任何其他目的，包含支付董事及監察人報酬，與員工之紅利，並在動用之前，得由董事會自行斟酌，或用於本公司之業務或做董事會隨時認為合適之投資。惟於適用之上市規則要求本公司提出特定之法定盈餘公積時，董事會應於建議任何股利之前提存依據適用之上市規則所要求之法定金額。
136. 任何股利均得以支票寄至股東或其權利人之登記地址，或於共同持有人之情形，則寄至該共同持有人之代表人之登記地址或股東或其權利人或該共同持有人(視其適用)指示之人與地址之方式支付。支票抬頭為所寄支票之收件人或股東或其權利人或該共同持有人(視其適用)指示之其他人。
137. 所有股利均應依據股東持有之股數宣佈與給付，但任何股份於當時附有任何權利與限制規定者，從其規定。
138. 若有若干人登記為任何股份之共同持有人，則其中任何一人均得簽收應付該股份之任何股利或其他款項。
139. 股利不得向本公司要求孳息。

帳目、查核及年度申報

140. 本公司業務有關之帳簿應以董事會隨時決定之方式備置。
141. 帳簿應備置於本公司辦公室或董事會認為適當之其他地點，並應開放供董事查閱。

142. 每會計年度終了，董事會應編造營業報告書、財務報表及盈餘分派或虧損撥補之議案等表冊，於股東常會開會三十日前交監察人查核。董事會所造具之各項表冊與監察人之報告書，應於股東常會開會十日前，備置於本公司或服務代理機構，股東得隨時查閱，並得偕同其所委託之律師或會計師查閱。
143. 董事會應將其所造具之各項表冊，提出於股東常會請求承認，經股東常會承認後，董事會應將財務報表及盈餘分派或虧損撥補之決議，分發各股東。對於本公司持有記名股票未滿一千股之股東，前項財務報表及盈餘分派或虧損撥補決議之分發得以公告方式為之。
144. 除了上述之第142與第170條外，董事會應隨時決定本公司任何帳目與簿冊是否應開放給非董事之股東檢查及其開放程度、時間、地點與條件或規則。除法律允許或董事會或以普通決議授權外，股東（若非董事）無權檢查本公司任何帳目或簿冊或文件。
145. 本公司業務有關之帳目，其查核方式及所查核之會計年度，由董事會隨時或依適用之掛牌規則之要求決定之。
146. 董事會應每年編造或委由他人編造一份年度申報書，提供法律要求之資料並將其複本一份提交開曼群島公司註冊處。

監察人

147. 除本公司於股東會另為決議者外，本公司監察人由股東會選任自然人或法人為之。於本公司之股份在台灣證券交易所或證券櫃檯買賣中心掛牌交易前，監察人之人數不得低於三人，其中至少須有一人在台灣有住所。監察人之人數及資格應專由股東會依據相關之法律、規定、命令或適用之掛牌規則以普通決議之方式決議之。
148. 本公司之每位監察人均有權在任何時間，查閱本公司之簿冊與帳目以及傳票，並有權向本公司董事與高階主管索取監察人執行職務所需之資訊與說明。
149. 監察人對於董事會編造提出股東會之各種表冊，應予查核，並報告意見於股東會。監察人辦理前項事務，得委託會計師審核之。監察人應依董事會要求，在其受任用後之次一年度股東會及在其任內經董事會或任何股東會要求時，就其任內之本公司帳目提出報告。
150. 監察人不得兼任本公司董事、經理人或其他職員。
151. 監察人應監督本公司業務之執行，並得隨時調查本公司業務及財務狀況，查核簿冊文件，並得請求董事會或經理人提出報告。監察人辦理本項事務，得代表本公司委託律師、會計師審核之。
152. 董事發現本公司有受重大損害之虞時，應立即向監察人報告。

153. 監察人得列席董事會陳述意見，該意見應載於董事會之議事紀錄。董事會或董事執行業務有違反法令、適用之掛牌規則、章程或年度及臨時股東會決議之行為者，監察人應即通知董事會或董事停止其行為。
- 154.
- (A) 繼續一年以上持有本公司已發行股份百分之三以上之股東，得以書面請求監察人為公司對董事提起訴訟，並得以台灣台北地方法院為第一審管轄法院。
- (B) 股東提出請求後三十日內，監察人不提起訴訟時，股東得以公司名義為公司提起訴訟，並得以台灣台北地方法院為第一審管轄法院。
155. 監察人各得單獨行使監察權。
156. 董事為自己或他人與本公司為買賣、借貸或其他法律行為時，由監察人為本公司之代表。
157. 除法律及適用之掛牌規則另有規定外，監察人應負與董事相同之忠實執行業務義務及善良管理人之注意義務。
158. 監察人全體均解任時，董事會應於六十日內召開股東臨時會選任之。
159. 於適用之情形下，本章程第94、第95、第96、第97、第117及第118條亦同時適用於監察人，惟第118條之書面請求對象應由監察人變更為董事會。

公積轉資本

160. 除法律別有規定外，本公司得在獲得普通決議之授權後：
- (a) 做成決議，將法定公積或其他公積金帳貸方之某一金額（包括股本溢價、本公司因捐贈而取得之收入及資本贖回準備金）轉為資本，不論是否供配息之用；
- (b) 按股東各自持股比例，將決議公積轉資本之金額撥給各股東，及以該金額代各股東投入足額股本按面額取得未發行股份或債券，再按該比例，將股份或債券分配給各股東（或依其指示分配），並得部分以一種方式及部分以另一種方式為之；但非供配息用之股本溢價、資本贖回準備金與盈餘，於本條中，只限用於投入足額股本取得未發行股份，分配給各股東；
- (c) 為合適之安排，以解決公積轉資本分配之難題，特別是(但不限於)，若股份或債券以畸零股分配時，董事會得以其認為合適之方式處分畸零股；
- (d) 授權一人(代所有相關股東) 與本公司簽訂協議，規範股東因公積轉資本而有權獲分配視為繳足股本之股份或債券事宜，而依據本項授權簽訂之任何該協議對所有該股東均屬有效且有約束力；及
- (e) 辦理決議生效所需之所有事項。

公開收購

161. 董事會應在本公司或其依據適用之掛牌規則指定之訴訟或非訴訟代理人收到股權收購申請書及相關文件後七日內，對建議股東接受或反對該股權收購做成決議，並公告下列事項：
- (a) 董事、監察人及持有已發行股份超過百分之十之股東以自己或他人名義所持有之股份種類與數額。
 - (b) 就本次公開收購向股東提出之建議，並於該建議中，註明對該公開收購提議投棄權票或反對票之董事姓名及其理由。
 - (c) 本公司之財務狀況在最近期財務報告提出後是否有任何重大變化及其變化內容。
 - (d) 董事、監察人及持股超過已發行股份百分之十之股東以自己或他人名義所持有之公開收購人或其關係企業之股份種類、數量與金額。

股本溢價

162. 董事會應依據法律設置股本溢價帳目並應隨時將任何股份發行所收之溢價金額或價值之等值金額貸記該帳目。
163. 當股份贖回或買回時，若該股份面額與贖回或買回價格之間有差額時，該差額應即借記股本溢價帳目；但董事會得自行斟酌，用本公司之盈餘或法律允許之公司資本，支付該金額。

通知

164. 除本章程另有規定外，任何通知或文件均得由本公司或有權寄發通知給任何股東之人，以親自送達方式或以傳真或以貼足郵資郵寄或預付運費交由已獲承認之快遞公司遞送之方式，按股東名簿所載地址送達該股東，或在所有適用之法令允許之範圍內，以電子傳輸方式傳至該股東已以書面確認為該通知送達所用之任何電郵號碼或地址。若是股份之共同持有人，則所有通知均應寄至共同持有人之中其姓名在股東名簿上被登記為該共有股份之代表人者，而以此方式寄出之通知即視為已寄予所有共同持有人之有充分效力之通知。
165. 親自或委託代理人出席本公司任何會議之任何股東，應被視為已收到該會議之適當通知並得於必要時，做為該會議召開目的之通知。
166. 任何通知或其他文件，其送達時間之認定如下：
- (a) 若用郵寄或快遞，則以交付郵寄或快遞後五日為送達；
 - (b) 若用傳真，則以傳真機印出一份報告，確認已完全傳送至收件人傳真號碼時為送達；
 - (c) 若由已獲承認之快遞公司快遞，則以交付快遞公司後四十八小時為送達；或
 - (d) 若用電郵，則以電郵傳送當時為送達。
- 若用郵寄或快遞，證明已在裝有該通知或文件之信封書寫正確地址投郵或交付快遞公司，即為送達之充分證明。
167. 已依據本章程條款郵寄至或留置於股東登記地址之任何通知或文件，即使該股東當時已死亡或破產，不論本公司是否已收到其死亡或破產之通知，關於該股東以單獨或共同持有人登記於其名下之任何股份，均視為已送達；除非通知或文件送達當時，其名字已由

股東名簿除名，不再是該股份之持有人。而該送達即為該通知或文件已送達予對該股份享有利益之所有之人（不論係共同享有利益或透過該人主張或因該人而得主張利益）之充分證據。

168. 本公司每次股東會之通知應寄給：

- (a) 持有附應受通知權利之股份並已向本公司提供其受通知地址之所有股東；及
 - (b) 因有權受會議通知之股東死亡或破產而於股份中享有權利之每一個人。
- 任何其他人士則無受股東會通知之權利。

資料

169. 董事會應於辦公室及其在臺灣之股務代理機構備置本公司章程、每次股東會議之會議記錄與財務報表、股東名簿及本公司發行之公司債券存根。本公司之任何股東均得提出相關之權利範圍證明文件，要求查閱及複印公司之組織章程與會計簿冊與記錄。
170. 任何股東均無權要求查閱與本公司交易細節有關之任何資訊，該資訊本質上屬本公司營業秘密或機密製程且攸關本公司業務之運作而董事會認為公開將不符合本公司股東利益之任何資訊，但本章程中提供之權利不受影響。
171. 董事會有權向任何主管機關或司法機關提供或揭露其持有、保管或控制，而與本公司或其業務或其任何股東有關之任何資訊，包括但不限於股東名簿及股權移轉登記簿所含之資訊。

補償

172. 本公司之每位當時在任之董事（於本條中，還包括依據本章程指定之任何代理董事）與其他高階主管（各稱為「受償人」）因執行本公司業務或事務（包括因判斷錯誤所致）或因行使或履行職權、授權或裁量權而發生或蒙受之所有訴訟、成本、費用、開銷、損失、損害或責任，除因該受償人本身之不誠實、惡意違約或詐欺行為所致外，概由本公司資產與資金予以補償及給予免責保障，包括（但不因此限制上述之概括規定）該受償人在開曼群島或其他地區之任何法院，為本公司或其業務有關之民事訴訟辯護（不論是否勝訴）所發生之任何成本、費用、損失或責任。
173. 除非是因該受償人本身之不誠實、惡意違約或詐欺行為所致，否則受償人不須向本公司負責。

會計年度

174. 除非董事會另有其他規定，否則本公司之會計年度應於每年的十二月三十一日結束，於每年的一月一日開始。

解散

175. 若本公司解散及可供分配予股東之資產不足以償付全部股份資本，則該資產之分配方式，應盡可能使股東按其持股比例負擔虧損。若解散時可供分配股東之資產大於足夠償

付解散開始時之全部股份資本，則剩餘部分應按解散開始時股東持股比例分配給各股東。本條規定不影響依特別條款與條件發行之股份持有人權利。

176. 若本公司解散，則清算人得經特別決議之授權以及法律要求之任何其他授權並依據適用之掛牌規則，以實物將本公司全部或任何部份資產分配給股東（不論其為相同或是不同之財產），並得因此為擬依上述規定分配之任何財產，訂定其認為公平之價值及決定股東之間或不同類別股東之間的分配方式。清算人得以同一授權，為股東之利益，將該全部或任何部份之資產交付清算人以同一授權認為適當之信託，但不得強制股東接受附帶有任何債務之任何資產。
177. 本公司應保管所有報表、帳目記錄與文件，為期十年，自清算完成之日起算，其保管人應由清算人或由本公司以普通決議方式指定之。

章程修訂

178. 本公司得隨時以特別決議之方式變更或修訂章程之全部或部份條文，但法律與章程另有規定者，從其規定。

持續營業之註冊

179. 本公司得以特別決議，以持續經營型態在開曼群島以外之國家地區或當時其立案、註冊或存續所在地之其他國家地區註冊。為落實依據本條通過之決議，董事會得委託他人向公司註冊處申請撤銷本公司在開曼群島或當時立案、註冊或存續所在地之該其他國家地區之註冊及辦理其認為本公司以持續經營型態移轉所需之後續手續。

【附錄三】

KINGCAN HOLDINGS LIMITED 董事及監察人選舉辦法

- 第一條：為公平、公正、公開選任董事、監察人，爰依台灣「上市上櫃公司治理實務守則」第二十一條及第四十一條規定訂定本程序。
- 第二條：本公司董事及監察人之選任，除台灣及開曼群島之法令或本公司章程另有規定者外，應依本程序辦理。
- 第三條：本公司董事之選任，應考量董事會之整體配置。董事會成員應普遍具備執行職務所必須之知識技能及素養，其整體應具備之能力如下：
- 一、營運判斷能力。
 - 二、會計及財務分析能力。
 - 三、經營管理能力。
 - 四、危機處理能力。
 - 五、產業知識。
 - 六、國際市場觀。
 - 七、領導能力。
 - 八、決策能力。
- 第四條：本公司監察人應具備下列之條件：
- 一、誠信踏實。
 - 二、公正判斷。
 - 三、專業知識。
 - 四、豐富之經驗。
 - 五、閱讀財務報表之能力。
- 本公司監察人除需具備前項之要件外，全體監察人中應至少一人須為會計或財務專業人士。
- 第五條：依據本公司章程之規定，於本公司因股份在證券櫃檯買賣中心或台灣證券交易所交易期間，本公司應設置獨立董事。本公司獨立董事之資格，應符合台灣「公開發行公司獨立董事設置即應遵循事項辦法」第二條、第三條以及第四條之規定。
- 第六條：本公司董事及監察人之選舉採用記名累積選舉法，每一股份有與應選出董事或監察人人數相同之選舉權，得集中選舉一人，或分開選舉數人。
- 第七條：董事會應製備與應選出董事及監察人人數相同之選舉票，並加填其權數，分發出席股東會之股東，選舉人之記名，得以在選舉票上所印出席證號碼代之。
- 第八條：本公司董事及監察人依公司章程所定之名額，分別計算獨立董事、非獨立董事之選舉權，由所得選舉票代表選舉權數較多者依次當選，如有二人以上得權數相同而超過規定名額時，由得權數相同者抽籤決定，未出席者由主席代為抽籤。
- 第九條：選舉開始前，應由主席指定具有股東身分之監票員、計票員各若干人，執行各項有

關職務。投票箱由董事會製備之，於投票前由監票員當眾開驗。

第十條：被選舉人如為股東身分者，選舉人須在選舉票被選舉人欄填明被選舉人戶名及股東戶號；如非股東身分者，應填明被選舉人姓名及身分證明文件編號。

惟政府或法人股東為被選舉人時，選舉票之被選舉人戶名欄應填列該政府或法人名稱，亦得填列該政府或法人名稱及其代表人姓名；代表人有數人時，應分別加填代表人姓名。

第十一條：選舉票有下列情事之一者無效：

一、不用董事會製備之選票者。

二、以空白之選票投入投票箱者。

三、字跡模糊無法辨認或經塗改者。

四、所填被選舉人如為股東身分者，其戶名、股東戶號與股東名簿不符者；所填被選舉人如非股東身分者，其姓名、身分證明文件編號經核對不符者。

五、除填被選舉人之戶名（姓名）或股東戶號（身分證明文件編號）及分配選舉權數外，夾寫其他文字者。

六、所填被選舉人之姓名與其他股東相同而未填股東戶號或身分證明文件編號可資識別者。

第十二條：投票完畢後當場開票，開票結果由主席當場宣布董事及監察人當選名單。

第十三條：當選之董事及監察人由本公司董事會發給當選通知書。

第十四條：本程序由股東會通過後施行，修正時亦同。

第十五條：本選舉辦法為本公司章程之附則，本選舉辦法未規定者將依本公司章程之規定為主。於本選舉辦法之規定與本公司章程之規定相牴觸時，則以本公司章程之規定為準。本選舉辦法如與相關法令相牴觸時，儘該牴觸之部分失效，該部分並悉依有關法令辦理。

【附錄四】

KINGCAN HOLDINGS LIMITED 資金貸與他人及背書保證作業程序(修訂前)

第一條：目的

為使本公司有關資金貸與他人及對外背書保證事項，有所遵循特訂定本辦法。
本程序如有未盡事宜，另依相關法令之規定辦理。

第二條：適用範圍

一、本公司資金貸與之對象：

(一)應以與本公司有業務往來或有短期融通資金之必要的公司或機構為限。

(二)有短期融通資金必要的公司或機構以下列情形為限：

1. 母公司或本公司持股達百分之五十以上之公司因業務需要而須融通者。

2. 其他經本公司董事會同意資金貸與者。

二、本程序所稱之背書保證包括融資背書保證、關稅背書保證及其他背書保證三大類別：

(一)融資背書保證：係指客票貼現融資，為他公司融資之目的所為之背書或保證，及為本公司融資之目的而另開立票據予非金融事業作擔保者。

(二)關稅背書保證：係指本公司或他公司有關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項之背書或保證事項。

三、本公司得為背書保證之對象：

(一)有業務往來之公司

(二)母公司或本公司直接及間接持有表決權之股份超過百分之五十之公司。

(三)直接及間接對公司持有表決權之股份超過百分之五十之公司。

母公司或本公司直接及間接持有表決權股份百分之百之公司間，得為背書保證。

本公司基於承攬工程需要之同業間或共同起造人間依合約規定互保，或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，係指母公司或本公司直接出資或透過持有表決權股份百分之百之公司出資。

第三條：資金貸與及背書保證之額度

一、本公司資金貸與對象若屬與本公司有業務往來之公司或機構，個別貸與金額不得超過前一年度雙方間進貨或銷貨金額孰高者。

二、本公司資金貸與對象係有業務往來或有短期融通資金之必要，對於個別對象之限額不得超過本公司可貸資金總額的百分之二十；融資金額不得超過本公司淨值之百分之三十；惟對母公司或本公司直接及間接持有表決權股份超過百分之五十之子公司貸放金額不受個別對象限額限制。本公司因短期融通資金之必要所貸予之資金總額，不得超過公司淨值百分之四十。

三、本公司對外背書保證之總額不得超過當期公司淨值百分之三十。對單一企業背書保證額度以不超過當期淨值百分之二十為限，惟對母公司或本公司直接及間接持有表決權股份超過百分之五十之子公司不受單一企業背書保證額度限制；如因業務關係從事背書保證者則不得超過最近一年度與本公司交易之總額（雙方間進貨或銷貨金額孰高者）。

上述所稱短期，係指一年；所稱融資金額，係指短期融通資金之累計餘額。
母公司或本公司直接及間接持有表決權股份百分之百之國外公司間，從事資金貸與及背書保證，不受第一項之第二款和第三款之限制。

第四條：決策及授權層級

- 一、董事會為本公司資金貸與他人核准決議機構，凡有關本公司資金貸與他人事項，非經董事會核准，不得為之。
- 二、本公司所為背書保證事項，應先經過董事會決議通過後始得為之。但為配合時效需要，得由董事會授權董事長在當期淨值百分之二十以內先予決行，並於事後七日內召開臨時董事會追認。

第五條：作業程序

一、資金貸與他人作業程序：

- (一)為資金貸與他人時，集團財務部門負責就借款人之審查，並擬訂最高可貸與金額、期限、計息方式以及呈核、簽約作業，並且負責設定專人保管資金貸與他人作業登錄資料及相關文件。
- (二)資金貸與他人案件經董事會決議通過後，由集團財務部門負責撥款付款作業及到期追還本息作業。
- (三)集團財務部門須按期編制明細表公告申報。
- (四)集團總辦事處為資金貸與他人案件調查徵信及負責鑑價單位。

二、背書保證作業程序：

- (一)被背書保證企業需使用額度內之背書保證金額時，應提供基本資料及財務資料，並填具申請書向集團財務部門提出申請，集團財務部門應詳加評估，並辦理徵信工作。評估項目包括其必要性及合理性、因業務往來關係從事背書保證，其背書保證金額與業務往來金額是否相當、對本公司之營運風險、財務狀況及股東權益之影響，以及是否應取得擔保品及擔保品之價值評估等。
- (二)集團財務部門經辦人員將前項相關資料及評估結果彙整，若辦理背書保證當時之累計餘額尚未超過當期淨值百分之二十，則呈請董事長裁示後辦理，嗣後提報次一董事會追認；若背書保證累計餘額已超過當期淨值百分之二十，則送董事會核定，並依據董事會決議辦理。
- (三)集團財務部門所建立之背書保證備查簿，應就背書保證對象、金額、董事會通過或董事長決行日期、背書保證日期、依本規定應審慎評估之事項、擔保品內容及其評估價值以及解除背書保證責任之條件與日期等，詳予登載備查。
- (四)被背書保證企業還款時，應將還款之資料照會本公司，以便解除本公司保證之責任，並登載於背書保證備查簿上。
- (五)集團財務部門應定期評估並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，以供會計師採行必要查核程序，出具允當之查核報告。

第六條：印鑑章保管及程序

背書保證之專用印鑑章為向註冊地主管機關申請登記之公司印章，該印章應由董事會同意之專人保管，變更時亦同；辦理背書保證時應依公司規定作業程序始得鈐印或簽發票據；本公司若對國外公司為保證行為時，公司所出具保證函應由董事會授權之人簽署。

第七條：作業控制：

一、資金貸與他人事項：

- (一)本公司發生資金貸與他人案件申請時，集團財務部門應就借款人之借款用途、擔保條件及對本公司之營運風險、財務狀況、股東權益之影響先作詳細的審查後，具實填寫簽呈，並且擬訂最高可貸金額、期限、計息方式等事項或擬訂不得貸與理由後，交由集團總辦事處進行調查徵信及鑑價作業，確認同意後依規定呈總經理及董事長核准後，再報請董事會決議通過。
- (二)關於續借案件，發生時依上款審查及徵信作業外，在貸款期限內應每半年或一年進行一次徵信作業，並將徵信結果依呈核程序提報權責主管批示。
- (三)借款人需提供相當價值之擔保品，擔保品可提供不動產、動產或一定成數之定存單（成數多寡依核准條件），但不論其提供何種性質之擔保品，均應開立與負債等額之擔保票據（擔保票據是否須經其他公司、法人背書則視核准條件是否要求而定）。擔保品須經本公司指定人員鑑價，借款金額超過新台幣伍佰萬元或等值貨幣者，若擔保品為不動產並應由外部專業鑑價單位進行鑑價，且不論最後是否貸放，鑑價費用概由借款申請人負擔，擔保品經鑑價完成後，於貸放前須由集團財務部門委託相關單位辦理擔保品不動產抵押設定作業或到銀行辦理定存單質權設定等相關擔保品保全作業。
- (四)資金貸與案件經董事會決議通過後，集團財務部門依權責與借款人進行簽約作業，並且依用印規定呈核辦理。簽約後集團財務部門得視借款人資金需求情形，一次或分次撥款，借款人亦得一次或分次償還，但是借款餘額不得超過經董事會核定之償還期限最高金額。
- (五)本公司資金貸與期限最長以一年為限，且其利率不得低於本公司向金融機構短期借款之最高利率。
- (六)因資金貸與他人發生的擔保品若非土地、有價證券，應另辦理投保火險作業，並且以本公司為受益人。
- (七)借款到期應由集團財務部門通知借款人依約辦理還款作業，經借款人償還借款後而須註銷擔保品抵、質押權時，由集團財務部門辦理清償註銷作業，並依簽呈提報權責主管核准後執行。
- (八)資金貸與他人作業應建立備查簿，就資金貸與之對象、金額、董事會通過日期、資金貸放日期及依前條第一項規定應審慎評估之事項詳予登載於備查簿備查，並由集團財務部門設定專人負責保管。
- (九)貸款撥放後，應經常注意借款人及保證人之財務、業務及相關信用狀況，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，應立刻通報董事會，並依指示為適當之處理。
- (十)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、借據等註銷歸還借款人或辦理抵押權塗銷。
- (十一)借款人於貸款到期時，應即還清本息，如到期未能償還而須延期者，須事先提出申請，報經董事會核定後為之，若未經董事會核定展期者，借款人應即還清本息，否則本公司應依法追償。
- (十二)本公司因情事變更，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，將相關改善計畫送董事會，並依計畫時程完成改善以及報告於董事會。

二、背書保證事項：

- (一)本公司如因情事變更，致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，將相關改善計畫送董事會，並依計畫時程完成改善以及報告於董事會。

(二)本公司辦理背書保證因業務需要，而有超過本辦法所訂額度之必要且符合本辦法所訂條件者，應經董事會同意，並修正本辦法。

三、集團之內部稽核人員應至少每季稽核資金貸與他人及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，應即以書面通知公司最高管理階層即刻改正。

第八條：公司申報之時限及內容

一、本公司應於每月八日前將本公司及子公司上月份背書保證及資金貸與他人餘額編製明細彙總表向台灣行政院金管會指定網站辦理公告申報。

二、本公司資金貸與達下列標準之一者，應於事實發生之日起二日內公告申報：

(一)本公司及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)本公司或子公司新增資金貸與金額達新臺幣壹仟萬元或等值貨幣以上且達本公司最近期財務報表淨值百分之二以上。

三、本公司背書保證達下列標準之一者，應於事實發生之日起二日內公告申報：

(一)本公司及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)本公司及子公司對單一企業背書保證餘額達新臺幣壹仟萬元或等值貨幣以上且對其背書保證、長期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)本公司或子公司新增背書保證金額達新臺幣參仟萬元或等值貨幣以上且達本公司最近期財務報表淨值百分之五以上。

四、本公司屬台灣公開發行公司，與子公司如有第二款第三目及第三款第四目應公告申報之事項，應依規定公告申報。

五、本公司應評估或認列背書保證之或有損失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。

第九條：對子公司辦理資金貸與及背書保證作業之控管程序

一、本公司之子公司擬將資金貸與他人或為他人背書保證者，該子公司應依本作業程序規定訂定「資金貸與他人及背書保證作業程序」，並應依所定作業程序辦理。

二、子公司應於每月八日(不含)以前編制上月份資金貸與他人或為他人背書保證明細表，並彙總送呈本公司。

三、集團稽核人員應至少每季稽核背書保證作業程序、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，應立即以書面通知母公司稽核單位，母公司稽核單位應將書面資料送交各監察人。

四、集團稽核人員依年度稽核計劃至子公司進行查核時，應一併了解子公司為他人背書保證作業程序、資金貸與他人作業程序執行情形，若發現有缺失事項應持續追蹤其改善情形，並作成追蹤報告呈報本公司總經理。

第十條：罰則

本公司之經理人及主辦人員違反本作業程序時，依照本公司相關規定提報考核，依其情節輕重處罰，有違法情事者並依法追訴。

第十一條：效力

本程序為本公司章程之附則，本程序未規定者將依本公司章程之規定為主。於本程序之規定與本公司章程之規定相牴觸時，則以本公司章程之規定為準。本程序如與相關法令相牴觸時，儘該牴觸之部分失效，該部分並悉依有關法令辦理。

第十二條：實施與修訂

本程序經董事會通過後，送各監察人並提報股東會同意，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各監察人及提報股東會討論，修正時亦同。

另本公司已設置獨立董事時，依前項規定將本作業程序提報董事會討論時，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。

【附錄五】

KINGCAN HOLDINGS LIMITED
全體董事持股情形

本公司實收資本額為新台幣 600,000,000 元，已發行股數 60,000,000 股。
至本次股東會停止過戶日股東名簿記載之個別及全體董事持有股數狀況如下表所列：

職 稱	戶 名	持有股數	備註
董 事 長	李 榮 福	1,800,000	
董 事	莊 素 貞	1,800,000	
董 事	李 毓 嵐	400,000	
董 事	陳 盈 宏	140,000	
董 事	陳 錫 蒼	0	
董 事	葉 公 藝	0	
董 事	黃 景 華	0	
全 體 董 事 合 計		4,140,000	

【附錄六】

KINGCAN HOLDINGS LIMITED
本次無償配股對公司營業績效、每股盈餘及股東投資報酬率之影響

單位：新台幣仟元

項目	年度	99 年度 (預估)
期初實收資本額		600,000
本年度配股配息情形(註 1)	每股現金股利 (元)	0.5
	盈餘轉增資每股配股數	-
	資本公積轉增資每股配股數	-
營業績效變化情形	營業利益	註 2
	營業利益較去年同期增(減)比率	
	稅後純益	
	稅後純益較去年同期增(減)比率	
	每股盈餘	
	每股盈餘較去年同期增(減)比率	
	年平均投資報酬率(年平均本益比倒數)	
擬制性每股盈餘及本益比	若盈餘轉增資全數改配放現金股利	擬制每股盈餘
		擬制年平均投資報酬率
	若未辦理資本公積轉增資	擬制每股盈餘
		擬制年平均投資報酬率
	若未辦理資本公積且盈餘轉增資改以現金股利發放	擬制每股盈餘
		擬制年平均投資報酬率

註 1：擬提請民國九十九年股東常會決議。

註 2：依「公開發行公司公開財務預測資訊處理準則」規定，本公司無須公開九十九年度財務預測資訊，因此本項不適用。

【附錄七】

KINGCAN HOLDINGS LIMITED

員工分紅及董監事酬勞等相關資訊

一、配發員工紅利及董事、監察人酬勞金額

本公司擬不配發員工現金紅利及董事、監察人酬勞，故不適用。

二、擬議配發員工股票紅利股數及其占盈餘轉增資之比例

本公司擬不配發員工股票紅利，故不適用。

三、考慮擬議配發員工紅利及董事、監察人酬勞後之設算每股盈餘

(一) 原每股盈餘：1.45 元

(二) 設算每股盈餘：不適用