



# 欣厚科技股份有限公司

HTM INTERNATIONAL HOLDING LTD.

## 民國100年第一次 股東臨時會 議事手冊

日期：中華民國 100 年 8 月 26 日

地點：台北市衡陽路 51 號 3 樓  
(基泰國際商務中心遠見廳)

# 目 錄

壹、 會議議程.....	1
貳、 討論事項.....	2
參、 附 件.....	3
(一)公司 章程修正條文對照表.....	3
(二)股東會議事規則條文修正對照表.....	16
(三)公司 章程（英文）.....	17
(四)公司 章程（中文）.....	54
(五)股東會議事規則.....	83

# 壹、會議議程

時間：中華民國一百年八月二十六日(星期五)上午九時整

地點：台北市衡陽路 51 號 3 樓(基泰國際商務中心遠見廳)

宣布開會

一、主席致詞：

二、討論事項：

1. 擬修訂本公司章程部份條文案，提請 討論。
2. 擬修訂本公司「股東會議事規則」部份條文案，提請 討論。
3. 為配合上櫃審議委員之建議，擬重新定義 100 年股東常會通過之員工紅利分派案中員工之範圍，提請 討論。
4. 為配合上櫃審議委員之建議，擬重新定義 99 年股東常會通過配合上市(櫃)掛牌申請現金增資發行新股以作公開銷售案中公司員工之範圍，提請 討論。

三、臨時動議

四、散會

## 貳、討論事項

### 第一案(董事會提)

**案由：**擬修訂本公司章程部份條文案，提請 討論。

**說明：**

為配合主管機關及相關法令規定，擬針對本公司章程中關於股利政策、少數股東對董事訴訟知請求權及其它部份條文進行修訂，相關新舊條文對照表，請參閱附件一（第 3 頁）。

**決議：**

### 第二案(董事會提)

**案由：**擬修訂本公司「股東會議事規則」部份條文案，提請 討論。

**說明：**

為配合公司法修訂，擬修訂本公司「股東會議事規則」部份條文，請參閱附件二（第 16 頁）。

**決議：**

### 第三案(董事會提)

**案由：**為配合上櫃審議委員之建議，擬重新定義 100 年股東常會通過之員工紅利分派案中員工之範圍，提請 討論。

**說明：**本公司 100 年股東常會通過之員工紅利分派案中並無明確定義所謂員工之範圍(是否包含從屬公司之員工)，經上櫃審議委員建議，擬重新定義其範圍，以免造成投資人誤解。本公司員工紅利分派案中所謂員工應包含公司及全體從屬公司之員工。

**決議：**

### 第四案(董事會提)

**案由：**為配合上櫃審議委員之建議，擬重新定義 99 年股東常會通過配合上市(櫃)掛牌申請現金增資發行新股以作公開銷售案中公司員工之範圍，提請 討論。

**說明：**本公司 99 年股東常會通過配合上市(櫃)案中並無明確定義所謂員工之範圍(是否包含從屬公司之員工)，經上櫃審議委員建議，擬重新定義其範圍，以免造成投資人誤解。本公司現金增資發行新股以作公開銷售案中所謂員工應包含公司及全體從屬公司之員工。

**決議：**

## 參、臨時動議

## 肆、散 會

## (附件一)

開曼商欣厚科技股份有限公司  
公司章程修正條文對照表

條文編號	修正前	修正後	修訂原因
1 解釋	2.(a)(i)關係企業 某公司之關係企業，意指直接或間接透過單一或數個中介控制該公司、受該公司控制或與該公司受同一控制之另一公司。	2.(a)(i)從屬公司 係指下列公司：1.被他公司直接或間接持有半數(含)以上已發行有表決權之股份總數或全部資本總額之公司；2.他公司對其人事、財務或業務經營有直接或間接控制權之公司；3.公司之執行業務股東或董事半數(含)以上與他公司相同者；4.已發行有表決權之股份總數或全部資本總額有半數(含)以上為相同股東持有之公司。	為配合中華民國公開發行公司相關法令
1 解釋	2.(a)(xiv)董事會 公司目前的董事，或(適情況而定)組成董事會或董事會委員會之董事；	2.(a)(xiv)董事及董事會 係指本公司現任之董事，或依具體情形，由董事組成之會議或委員會	明確釐清董事與董事會之責任義務
3 股份	3.董事得依本章程之規定，就目前尚未發行之所有股份： (a)依照董事不時決定之對象、方式、條件、附帶權利與限制，對此等股份進行要約、發行、分配與處分，但除了依公司法之規定外，不得有股份以折扣發行；且 (b)依照公司法規定，給予此等股份選擇權並發行相關認股權證或類似契據； 且董事得就此等目的，於當時尚未發行股份中保留適當的數量。	3.董事會得依本章程之規定，就目前尚未發行之所有股份： (a)依照董事會不時決定之對象、方式、條件、附帶權利與限制，對此等股份進行要約、發行、分配與處分，但除了依公司法之規定外，不得有股份以折扣發行；且 (b)依照公司法規定，給予此等股份選擇權並發行相關認股權證或類似契據； 且董事會得就此等目的，於當時尚未發行股份中保留適當的數量。	明確釐清董事與董事會之責任義務
5 股份	6.公司發行的新普通股，應由全數董事之三分之二出席的董事會過半數通過。新股份之發行應隨時受公司授權資本之限制。	6.公司發行新股，應經全數董事之三分之二以上出席，以出席的董事過半數決議行之。新股份之發行應隨時受公司授權資本之限制。	明確釐清董事與董事會之責任義務

∞ 股份	8.每次發行新股份時，董事得保留至多百分之十五的新股供公司員工認購，而可認購股份之員工，應由董事會自行合理裁量決定。	8.每次發行新股份時，公司得保留至多百分之十五的新股供本公司及全體從屬公司之員工認購，而可認購股份之員工，應由董事會自行合理裁量決定。	明確定義員工之範圍
10. 股份	10.因下列原因或下列目的而發行之新股，不適用上述第9條規定之股東優先權： (a)與其他公司合併，或公司分立，或公司進行任何重整； (b)公司遵守向員工發行股份認購權證及／或選擇權之義務； (c)公司遵守公司債券之義務，此等債券係屬可轉換債券或具取得股份權利者； (d)公司遵守股份認購權證或優先股之義務，此等認股權證或優先股具取得股份權利；或 (e)中華民國法律規定任何其他不適用優先權之規定。	10.因下列原因或下列目的而發行之新股，不適用上述第9條規定之股東優先權： (a)與其他公司合併，或公司分立，或公司進行任何重整； (b)公司遵守向本公司及全體從屬公司之員工發行股份認購權證及／或選擇權之義務； (c)公司遵守公司債券之義務，此等債券係屬可轉換債券或具取得股份權利者； (d)公司遵守股份認購權證或優先股之義務，此等認股權證或優先股具取得股份權利；或 (e)中華民國法律規定任何其他不適用優先權之規定。	明確定義員工之範圍
12. 股份	12.經全數董事之三分之二以上出席的董事會過半數決議，公司得採用一項或數項員工獎勵計畫，在中華民國法律允許之範圍內，依此等計畫給予公司及／或任何關係企業員工股份，或取得此等股份之選擇權、認股權證或其他類似契據。依任何員工股份選擇權計畫給予之股份，或取得股份之選擇權、認股權證或其他類似契據，均不得轉讓，除員工繼承人以外。	12.經全數董事之三分之二以上出席且出席董事過半數決議，公司得採用一項或數項員工獎勵計畫，在中華民國法律允許之範圍內，依此等計畫給予本公司及全體從屬公司員工股份，或取得此等股份之選擇權、認股權證或其他類似契據。依任何員工股份選擇權計畫給予之股份，或取得股份之選擇權、認股權證或其他類似契據，均不得轉讓，除員工繼承人以外。	明確釐清董事與董事會之責任義務
17. 股票	17.股份於新興市場、櫃檯證券市場或台灣證券交易所上市期間內，或請公司股務代理人代為交付，公司應向認股人交付股票。本公司發行之股份，得免印製股票，惟應洽證券集中保管事業機構登錄。	17.股份於興櫃市場、櫃檯證券市場或台灣證券交易所上市期間內，或請公司股務代理人代為交付，公司應向認股人交付股票。本公司發行之股份，得免印製股票，惟應洽證券集中保管事業機構登錄。	明確釐清名詞定義

18. 股份移轉與繼承	18.在遵守公司法及中華民國法律規定之前提下，公司發行之股份可自由轉讓，但保留發行給公司員工之任何股份，可能附有不超過兩年的限制移轉期間，或董事自行裁量可能決定之其他期間。	18.在遵守公司法及中華民國法律規定之前提下，公司發行之股份可自由轉讓，但保留發行給本公司及全體從屬公司之員工之任何股份，可能附有不超過兩年的限制移轉期間，或董事會自行裁量可能決定之其他期間。	明確定義員工之範圍
19. 股份移轉與繼承	19.欲移轉任何股份時，均應以書面為之，該書面形式應為一般或普通形式，或董事可能依其單獨裁量核准之其他形式。移轉書應由出讓人或出讓人代表核准和簽署，若董事提出要求時，亦應由受讓人代表簽署，且應附相關股份之股票（若有），並應於董事會可能合理要求時，提出證明出讓人具備出讓權利之其他證據。在受讓人名稱於股東名冊中登記為相關股份之持股人之前，應視出讓人為股東。	19.欲移轉任何股份時，均應以書面為之，該書面形式應為一般或普通形式，或董事會可能依其單獨裁量核准之其他形式。移轉書應由出讓人或出讓人代表核准和簽署，若董事提出要求時，亦應由受讓人代表簽署，且應附相關股份之股票（若有），並應於董事會可能合理要求時，提出證明出讓人具備出讓權利之其他證據。在受讓人名稱於股東名冊中登記為相關股份之持股人之前，應視出讓人為股東。	明確釐清董事與董事會之責任義務
34. 股份贖回與購買	34.公司得依公司法、中華民國法律及本章程之規定，經全數董事之三分之二以上出席的董事會過半數通過核准，購買本身之股份，以維持公司之信譽與股東權益。購買之股份應視為立即取消。	34.公司得依公司法、中華民國法律及本章程之規定，經全數董事之三分之二以上出席且出席董事過半數決議，購買本身之股份，以維持公司之信譽與股東權益。購買之股份應視為立即取消。	明確釐清董事與董事會之責任義務
36. 股份贖回與購買	36.董事得依公司法與中華民國法律之規定，在支付贖回或購買股份之款項時，於贖回或購買之股份的發行條件允許，或經此等股份持有人同意下，以現金或實物付款。	36.董事會得依公司法與中華民國法律之規定，在支付贖回或購買股份之款項時，於贖回或購買之股份的發行條件允許，或經此等股份持有人同意下，以現金或實物付款。	明確釐清董事與董事會之責任義務

38.關閉股東名冊獲核定基準日	38.除關閉股東名冊外，董事得事先決定某日期，作為決定何等股份有權收取股東會議通知、參加會議或於會議中投票，以及何等股東有權收取任何股利支付之基準日。若董事依此第38條規定指定基準日，則此基準日應屬股東大會前之日期，且董事應立即依照相關上市規則，於委員會、證券櫃檯買賣中心或證交所指定之網站上公告	38.除關閉股東名冊外，董事會得事先決定某日期，作為決定何等股份有權收取股東會議通知、參加會議或於會議中投票，以及何等股東有權收取任何股利支付之基準日。若董事會依此第38條規定指定基準日，則此基準日應屬股東大會前之日期，且董事會應立即依照相關上市規則，於委員會、證券櫃檯買賣中心或證交所指定之網站上公告	明確釐清董事與董事會之責任義務
41.股東大會	41.董事應於股東大會（若有）的會議中進行報告。股份於興櫃市場登記或於證券櫃檯買賣中心或證交所上市之期間，所有股東大會均應於中華民國境內進行，若董事會決議在中華民國以外之其他地點舉行股東大會時，公司應於董事會決議後二日內向證券櫃檯買賣中心（或證交所，若適用）申請核准。於中華民國以外其他地區舉行股東大會時，公司應聘請中華民國境內具適當執照之股務代理人，處理此股東大會之行政事務（例如投票）。	41.董事會應於股東大會（若有）的會議中進行報告。股份於興櫃市場登記或於證券櫃檯買賣中心或證交所上市之期間，所有股東大會均應於中華民國境內進行，若董事會決議在中華民國以外之其他地點舉行股東大會時，公司應於董事會決議後二日內向證券櫃檯買賣中心（或證交所，若適用）申請核准。於中華民國以外其他地區舉行股東大會時，公司應聘請中華民國境內具適當執照之股務代理人，處理此股東大會之行政事務（例如投票）。	明確釐清董事與董事會之責任義務
48.股東大會程序	48.董事會召集的每一項公司股東大會，均應由董事會主席擔任會議主席，由任何其他具召集權人召集之股東大會，則應由召集人擔任會議主席，但若有兩人以上共同具備召集權，會議主席應由此等人士中推選一人擔任。	48.董事會召集的每一項公司股東大會，均應由董事長擔任會議主席，董事長請假或因故不能行使職權時，由副董事長代理之；無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定常務董事一人代理之；其未設常務董事者，指定董事一人代理之；董事長未指定代理人者，由常務董事或董事互推一人代理之。由任何其他具召集權人召集之股東大會，則應由召集人擔任會議主席，但若有兩人以上共同具備召集權，會議主席應由此等人士中推選一人擔任。	明確釐清董事與董事會之責任義務



49.股東大會程序	49.若有任何股東大會之會議主席在指定開會時間過後十五分鐘仍未出席，或不願意擔任主席時，得由董事提名任何董事擔任主席，若無董事願意擔任主席，出席股東應於出席之人中選出一人擔任該會議之主席。	49.若有任何股東大會之會議主席在指定開會時間過後十五分鐘仍未出席，或不願意擔任主席時，得由董事會提名任何董事擔任主席，若無董事願意擔任主席，出席股東應於出席之人中選出一人擔任該會議之主席。	明確釐清董事與董事會之責任義務
70.股東投票	70.任何身為公司股東之公司，均得透過董事或其他管理單位之決議，授權其認為適當之人，於任何公司股東大會或公司任何類別股份之股東大會中擔任股東代表人。經授權之代表人有權代表該公司行使之權力，應與屬自然人股東之公司可行使的權力相同。	70.若召集股東大會之程序或通過決議之程序違反公司法、中華民國法律或本章程之規定時，股東得於決議日後三十（30）日內，向台北地方法院或開曼群島具管轄權之法院提起訴訟，以尋求適當救濟，包括但不限於要求法院宣告通過之決議無效，或取消該決議。	明確釐清董事與董事會之責任義務
85.獨立董事與審計委員會	85.本公司每年提撥稅後利潤的1~3%作為全體董事酬勞,實際金額及其分配由董事會決議之。本公司每年提撥稅後利潤之3~5%作為全體員工分紅，實際金額及其分配由董事會決議之。	85.本公司每年提撥稅後利潤的1~3%作為全體董事酬勞,實際金額及其分配方式由董事會決議辦理之。本公司每年提撥稅後利潤之3~5%作為本公司及全體從屬公司之員工紅利，實際金額及其分配方式由董事會決議辦理之。	明確定義員工之範圍
89.董事的權力與職責	89.依公司法、本章程與中華民國法律，以及股東大會通過之任何決議之規定，公司業務應由董事負責管理，董事得支付設立與註冊公司而產生的所有費用，並得行使公司之所有權力。任何董事於公司股東大會通過任何決議前行使之行為，若屬有效時，即不得因通過任何此等決議而成為無效。	89.依公司法、本章程與中華民國法律，以及股東大會通過之任何決議之規定，公司業務應由董事會負責管理，董事會得支付設立與註冊公司而產生的所有費用，並得行使公司之所有權力。任何董事於公司股東大會通過任何決議前行使之行為，若屬有效時，即不得因通過任何此等決議而成為無效。	明確釐清董事與董事會之責任義務

90.董事的權力與職責	90.董事得不時指定董事認為適當之無論是否為董事的任何其他人，擔任公司經理人負責管理公司，包括但不限於執行長、總經理、一位或數位副總經理、財務長或主計人、司庫人、助理司庫人或經理人，上述人等之任期和報酬（薪資、佣金或分利，或其中數項組合）及權力與職責，均應由董事適當規定，且任何董事指定之人，均得由董事解任。董事亦得指定一位或數位董事，擔任常務董事之職責，任期與董事任期相同，但任何此等指定均應於任何常務董事，因任何原因停止擔任董事之時自動終止，或公司透過普通決議決定常務董事任期終止時終止。	90.董事得不時指定董事認為適當之無論是否為董事的任何其他人，擔任公司經理人負責管理公司，包括但不限於執行長、總經理、一位或數位副總經理、財務長或主計人、司庫人、助理司庫人或經理人，上述人等之任期和報酬（薪資、佣金或分利，或其中數項組合）及權力與職責，均應由董事會適當規定，且任何董事會指定之人，均得由董事會解任。董事會亦得指定一位或數位董事，擔任常務董事之職責，任期與董事任期相同，但任何此等指定均應於任何常務董事，因任何原因停止擔任董事之時自動終止，或公司透過普通決議決定常務董事任期終止時終止。	明確釐清董事與董事會之責任義務
91.董事的權力與職責	91.董事得指定公司秘書（若有需要，亦得指定一位或數位助理秘書），任期、報酬、條件與權力均應由董事適當規定，且任何董事指定之公司秘書或助理秘書，均得由董事解任。	91.董事會得指定公司秘書（若有需要，亦得指定一位或數位助理秘書），任期、報酬、條件與權力均應由董事會適當規定，且任何董事會指定之公司秘書或助理秘書，均得由董事會解任。	明確釐清董事與董事會之責任義務
92.董事的權力與職責	92.董事得將任何董事權力委任給委員會，該委員會應由董事認為適當一位或數位成員組成。任何依此組成之委員會在行使受委任之權力時，均應遵守董事可能用以規範委員會之任何規定。	92.董事會得將任何董事會權力委任給委員會，該委員會應由董事會認為適當之一位或數位董事會成員組成。任何依此組成之委員會在行使受委任之權力時，均應遵守董事會可能用以規範委員會之任何規定。	明確釐清董事與董事會之責任義務

93.董事的權力與職責	93.董事得不時且隨時透過授權書（蓋印鑑或簽名），或以其他方式指定任何公司、事務所，或由董事直接或間接指定一人或數人，擔任公司之一位或數位代理人，代理目的、權力、權限與裁量權（不得超過董事依本章程規定具備或可行使者）、期間及條件，均應由董事適當規定。董事認為適當之任何此等授權書或其他指定，得包含為此等授權之任何交易對方提供保護與便利之規定，亦得授權任何此等代理人，得將擁有之所有或任何權力、授權與裁量權，再授權予其他人。	93.董事會得不時且隨時透過授權書（蓋印鑑或簽名），或以其他方式指定任何公司、事務所，或由董事直接或間接指定一人或數人，擔任公司之一位或數位代理人，代理目的、權力、權限與裁量權（不得超過董事依本章程規定具備或可行使者）、期間及條件，均應由董事會適當規定。董事會認為適當之任何此等授權書或其他指定，得包含為此等授權之任何交易對方提供保護與便利之規定，亦得授權任何此等代理人，得將擁有之所有或任何權力、授權與裁量權，再授權予其他人。	明確釐清董事與董事會之責任義務
94.董事的權力與職責	94.董事得不時依其認為適當之方式，管理公司之事務。以下三條規定不應限制本條賦予之一般性權力。	94.董事會得不時依其認為適當之方式，管理公司之事務。以下三條規定不應限制本條賦予之一般性權力。	明確釐清董事與董事會之責任義務
95.董事的權力與職責	95.董事得不時且隨時設立任何委員會、當地董事會或管理機構，負責管理公司之任何事務，並得指定任何人擔任此等委員會或當地董事會之成員，亦得指定任何公司經理人或代理人，且得決定任何此等人士之報酬。	95.董事會得不時且隨時設立任何委員會、當地董事會或管理機構，負責管理公司之任何事務，並得指定任何人擔任此等委員會或當地董事會之成員，亦得指定任何公司經理人或代理人，且得決定任何此等人士之報酬。	明確釐清董事與董事會之責任義務

96.董事的權力與職責	96.董事得不時且隨時將目前董事持有之任何權力、授權與裁量權，委任給任何此等委員會、當地董事會、經理人或代理人，並得授權當時擔任此等當地董事會成員之人，或其中之任何人，填補其中任何空缺，且即使有空缺尚未補齊仍得正常行事。任何此等指定或委任皆可附帶董事認為適當之條件與條款，且董事得隨時解除指定之任何人，亦得撤銷或變更任何委任，但應依誠信行事，且此等解除或變更不得影響未受通知之人。	96. 董事會得不時且隨時將目前董事會持有之任何權力、授權與裁量權，委任給任何此等委員會、當地董事會、經理人或代理人，並得授權當時擔任此等當地董事會成員之人，或其中之任何人，填補其中任何空缺，且即使有空缺尚未補齊仍得正常行事。任何此等指定或委任皆可附帶董事會認為適當之條件與條款，且董事會得隨時解除指定之任何人，亦得撤銷或變更任何委任，但應依誠信行事，且此等解除或變更不得影響未受通知之人。	明確釐清董事與董事會之責任義務
97.董事的權力與職責	97.董事依上述就目前董事持有之所有或任何權力、授權與裁量權所為之委任，均得進行再委任。	97.董事會依上述就目前董事會持有之所有或任何權力、授權與裁量權所為之委任，均得進行再委任。	明確釐清董事與董事會之責任義務
98.董事之借款權力	98.董事得依本章程之規定，行使所有公司借款、抵押或於資產上設質之權力，並得於借款時發行債券、債券股份及其他證券，或作為任何公司或任何第三方負債、責任或義務之擔保。	98.董事會得依本章程之規定，行使所有公司借款、抵押或於資產上設質之權力，並得於借款時發行債券、債券股份及其他證券，或作為任何公司或任何第三方負債、責任或義務之擔保。	明確釐清董事與董事會之責任義務
99.印鑑	99.未經董事決議授權，不得任何文件蓋印，除了上加蓋印鑑之前或之後獲得董事授權得加蓋印鑑之外，若屬事後授權，得依一般形式給予數次蓋印之授權。加蓋印鑑時應有董事或公司秘書在場，或董事為此目的而指定之一人或數人在場，且上述各個人士均應於現場加蓋印鑑之文件上簽署。	99.未經董事會決議授權，不得任何文件蓋印，除了上加蓋印鑑之前或之後獲得董事授權得加蓋印鑑之外，若屬事後授權，得依一般形式給予數次蓋印之授權。加蓋印鑑時應有董事或公司秘書在場，或董事為此目的而指定之一人或數人在場，且上述各個人士均應於現場加蓋印鑑之文件上簽署。	明確釐清董事與董事會之責任義務

100.印鑑	100.公司得於經董事會指定之某些國家或地點保持印鑑影本，但未經董事決議授權，不得將此等印鑑影本應用於任何文件上，除了ในการ加蓋印鑑之前或之後獲得董事授權得加蓋印鑑之外，若屬事後授權，得依一般形式給予數次蓋印之授權。使用此印鑑影本時，應有董事為此目的而指定之一人或數人在場，且此等一位或數位人士均應於現場使用印鑑影本之文件上簽署。此類印鑑影本之使用及上述簽署，均應與在董事、公司秘書或董事為此目的而指定一人或數人之前加蓋印鑑具相同效力。	100.公司得於經董事會指定之某些國家或地點保持印鑑影本，但未經董事會決議授權，不得將此等印鑑影本應用於任何文件上，除了ในการ加蓋印鑑之前或之後獲得董事授權得加蓋印鑑之外，若屬事後授權，得依一般形式給予數次蓋印之授權。使用此印鑑影本時，應有董事為此目的而指定之一人或數人在場，且此等一位或數位人士均應於現場使用印鑑影本之文件上簽署。此類印鑑影本之使用及上述簽署，均應與在董事、公司秘書或董事為此目的而指定一人或數人之前加蓋印鑑具相同效力。	明確釐清董事與董事會之責任義務
102-1.董事喪失資格與董事變更	無	102-1.繼續一年以上，持有已發行股份總數百分之三以上之股東，得以書面請求監察人或獨立董事為公司對董事提起訴訟。 監察人或獨立董事自有前項之請求日起，三十日內不提起訴訟時，前項之股東，得為公司提起訴訟；股東提起訴訟時，法院因被告之申請，得命起訴之股東，提供相當之擔保；如因敗訴，致公司受有損害，起訴之股東，對於公司負賠償之責。	配合中華民國公司法規定
106.董事會議事程序	106.董事得開會（在開曼群島境內或境外）處理業務、解散重新開會，或以董事認為適當之其他方式規範會議與程序。除另有規定外，任何會議中提起之問題，應由過半數投票決定，若正反票數相同，則由主席投下第二票或決定票。董事得於董事要求時，隨時召集董事會議。	106.董事會得開會（在開曼群島境內或境外）處理業務、解散重新開會，或以董事會認為適當之其他方式規範會議與程序。除另有規定外，任何會議中提起之問題，應由過半數投票決定，若正反票數相同，則由主席投下第二票或決定票。董事會得於董事要求時，隨時召集董事會議。	明確釐清董事與董事會之責任義務

108.董事會議事程序	108.除另有規定外，董事進行業務之最低開會人數應為董事總數之過半數董事。授權他人代表或替代董事出席任何會議之董事，應在決定是否具備最低開會人數中，被視為親自出席。	108.除另有規定外，董事會進行業務之最低開會人數應為董事總數之過半數董事。授權他人代表或替代董事出席任何會議之董事，應在決定是否具備最低開會人數中，被視為親自出席。	明確釐清董事與董事會之責任義務
115.董事會議事程序	115.董事指定之委員會得依董事制訂之任何規則，選舉會議主席。若未選出此等主席，或主席未在任何會議指定開會時間後十五分鐘內出席，則出席委員會成員得自行推選一人擔任該會議主席。	115.董事會指定之委員會得依董事制訂之任何規則，選舉會議主席。若未選出此等主席，或主席未在任何會議指定開會時間後十五分鐘內出席，則出席委員會成員得自行推選一人擔任該會議主席。	明確釐清董事與董事會之責任義務
116.董事會議事程序	116.董事指定之委員會得依其認為適當時召開會議，與解散會議重新召開。任何會議中提起之問題均應依董事制定之任何規則，由出席委員會成員過半數投票決定。	116.董事會指定之委員會得依其認為適當時召開會議，與解散會議重新召開。任何會議中提起之問題均應依董事制定之任何規則，由出席委員會成員過半數投票決定。	明確釐清董事與董事會之責任義務
118.董事會議事程序	118.下列事項必須於全體董事至少三分之二以上出席之會議中，過半數投票核准： (a)簽署、修改或終止租賃其全部業務或信託業務，或與他人正常共同經營之任何契約； (b)移轉業務或資產之全部或任何重大部分； (c)接收對公司業務營運有重大影響之其他人的全部業務或資產； (d)依本章程規定選舉董事會主席；及 (e)發行公司債券。	118.下列事項必須經全體董事至少三分之二以上出席，已出席董事過半數決議行之： (a)簽署、修改或終止租賃其全部業務或信託業務，或與他人正常共同經營之任何契約； (b)移轉業務或資產之全部或任何重大部分； (c)接收對公司業務營運有重大影響之其他人的全部業務或資產； (d)依本章程規定選舉董事會主席；及 (e)發行公司債券。	明確釐清董事與董事會之責任義務

120.股利	120.董事得於建議任何股利之前，於合法可分配款項中保留董事認為適當之某項或數項公積，且該公積得依董事之裁量，用於非常狀況或平衡股利，或可適當使用該款項於任何其它目的。在此等使用之前，亦可經董事絕對裁量，用於公司業務或用於投資董事隨時認為適當之項目。	120.董事會得於建議任何股利之前，於合法可分配款項中保留董事會認為適當之某項或數項公積，且該公積得依董事會之裁量，用於非常狀況或平衡股利，或可適當使用該款項於任何其它目的。 除前項公積提列及法令或公開發行公司法令另有規定外，公司每年應於合法可分配款項擬定利潤分配計畫，經董事會通過後提報股東會決議。前項利潤分配計畫中，公司應就可分派利潤中提撥不低於20%分配予股東，分配方式得以現金股利或股票股利為之。其中現金股利不得低於發放股東股利總額之20%，最高以100%為上限。	為完善及強化本公司股利分派政策，並保障公司股東之股東權益
126.會計、審計與年度報稅	126.公司業務之會計帳冊，應依董事不時規定之方式保存。	126.公司業務之會計帳冊，應依董事會不時規定之方式保存。	明確釐清董事與董事會之責任義務
127.會計、審計與年度報稅	127.會計帳冊應保存於註冊地址，或董事認為適當之其他地點（一處或多處），且應隨時供董事查閱。	127.公司業務之會計帳冊，應依董事會不時規定之方式保存。	明確釐清董事與董事會之責任義務

131.會計、審計與年度報稅	131.除本章程另有規定外，董事得不時決定是否將公司會計與帳冊或其中任何部分，開放給非董事之股東查閱、開放程度、時間、地點與條件或規則。除非經法律或董事透過普通決議授權，否則股東（非屬董事之人）無任何檢閱任何公司會計、帳冊或文件之權利。	131.除本章程另有規定外，董事會得不時決定是否將公司會計與帳冊或其中任何部分，開放給非董事之股東查閱、開放程度、時間、地點與條件或規則。除非經法律或董事會透過普通決議授權，否則股東（非屬董事之人）無任何檢閱任何公司會計、帳冊或文件之權利。	明確釐清董事與董事會之責任義務
132.會計、審計與年度報稅	132.公司業務之紀錄，應僅依董事不時決定之方法及於財務年度結束時審計，或依相關上市規則或其他中華民國法律之規定為之。	132.公司業務之紀錄，應僅依董事會不時決定之方法及於財務年度結束時審計，或依相關上市規則或其他中華民國法律之規定為之。	明確釐清董事與董事會之責任義務
133.會計、審計與年度報稅	133.董事應於每年製作，或委請他人製作之年度稅務申報中，說明公司法規定之細節，且將一份影本送交開曼群島公司註冊處。	133.董事會應於每年製作，或委請他人製作之年度稅務申報中，說明公司法規定之細節，且將一份影本送交開曼群島公司註冊處。	明確釐清董事與董事會之責任義務
134.審計	134.董事得指定公司審計人，任期至董事透過決議解任為止，報酬應由董事決定。	134.董事會得指定公司審計人，任期至董事會透過決議解任為止，報酬應由董事會決定。	明確釐清董事與董事會之責任義務
135.審計	135.每一位公司審計人均有權隨時取得公司帳冊、會計與契據，且有權要求公司董事與經理人提供履行審計人職責所需之資料與說明。	135.每一位公司審計人均有權隨時取得公司帳冊、會計與契據，且有權要求公司董事會與經理人提供履行審計人職責所需之資料與說明。	明確釐清董事與董事會之責任義務
136.審計	136.審計人應於董事要求時，在受指定後的下一次年度股東大會中，報告其任期內之公司會計，且應在任期中之任何時點，於董事要求或股東大會要求時，進行此等報告。	136.審計人應於董事會要求時，在受指定後的下一次年度股東大會中，報告其任期內之公司會計，且應在任期中之任何時點，於董事會要求或股東大會要求時，進行此等報告。	明確釐清董事與董事會之責任義務



137.公積資本化	137.(A)(c)董事應進行其認為適當之安排，以解決資本化公積分配時發生之困難，尤其是（但不限於）股份或債券不足一單位分配時，董事得以其認為適當之方式，處理不到一單位之股份或債券；	137.(A)(c)董事會應進行其認為適當之安排，以解決資本化公積分配時發生之困難，尤其是（但不限於）股份或債券不足一單位分配時，董事會得以其認為適當之方式，處理不到一單位之股份或債券；	明確釐清董事與董事會之責任義務
139.股份溢價帳戶	139.董事得依公司法規定設立股份溢價帳戶，此等帳戶之不時餘款，應相當於發行任何股份時支付溢價之金額或價值。	139.董事會得依公司法規定設立股份溢價帳戶，此等帳戶之不時餘款，應相當於發行任何股份時支付溢價之金額或價值。	明確釐清董事與董事會之責任義務
152.公司地址	152.公司註冊地址應為董事不時決定位於開曼群島之地址。公司除註冊地址外，得由董事不時決定，於開曼群島或其他地點設立並保持辦公室。	152.公司註冊地址應為董事會不時決定位於開曼群島之地址。公司除註冊地址外，得由董事不時決定，於開曼群島或其他地點設立並保持辦公室。	明確釐清董事與董事會之責任義務
159.財務年度	159.除董事另有規定外，公司財務年度應於每年 12 月 31 日結束，於每年 1 月 1 日開始。	159.除董事會另有規定外，公司財務年度應於每年 12 月 31 日結束，於每年 1 月 1 日開始。	明確釐清董事與董事會之責任義務
160.經由繼承經營之註冊	160.公司得透過特別決議，決定在開曼全島以外之其他管轄區，於目前公司已設立之地點，經由繼承經營之方式進行註冊。董事得於依第 160 條規定通過決議後，決定向開曼群島註冊處申請撤銷公司在開曼群島或目前公司設立、註冊或存續之其他管轄區之註冊，並可採取董事認為之所有適當步驟，以便公司可經由繼承經營之方式移轉生效。	160.公司得透過特別決議，決定在開曼全島以外之其他管轄區，於目前公司已設立之地點，經由繼承經營之方式進行註冊。董事會得於依第 160 條規定通過決議後，決定向開曼群島註冊處申請撤銷公司在開曼群島或目前公司設立、註冊或存續之其他管轄區之註冊，並可採取董事認為之所有適當步驟，以便公司可經由繼承經營之方式移轉生效。	明確釐清董事與董事會之責任義務

(附件二)

開曼商欣厚科技股份有限公司  
股東會議事規則條文修正對照表

條文編號	修正前	修正後	修訂原因
第二十二條	二十二、股東會之決議事項應作成議事錄，由主席簽名或蓋章，對外公告，並於會後二十日內，將議事錄分發各股東。在公司存續期間內應永久保存。	二十二、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。前項議事錄之製作及分發，得以電子方式為之。第一項議事錄之分發，公開發行股票之公司，得以公告方式為之。	配合中華民國公司法規定

(附件三)

AMENDED AND RESTATED  
ARTICLES OF ASSOCIATION

OF

**HTM International Holding Ltd.**

( as adopted by a Special Resolution passed on\_\_\_\_\_ )

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THE COMPANIES LAW (2009 REVISION)  
COMPANY LIMITED BY SHARES

**AMENDED AND RESTATED ARTICLES OF ASSOCIATION**

**OF**

**HTM INTERNATIONAL HOLDING LTD.**

(as adopted by a Special Resolution passed on \_\_\_\_\_)

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**INTERPRETATION**

1. The Regulations contained or incorporated in Table A of the First Schedule of the Companies Law (2009 Revision) of the Cayman Islands shall not apply to this Company.
2. (a) In these Articles the following terms shall have the meanings set opposite unless the context otherwise requires:-
  - (i) **Subsidiary** means the following company: 1. A company the majority of whose total outstanding voting shares or total capital amount is directly or indirectly held by another company; 2. A company whose human resource, finance or business operation is directly or indirectly controlled by another company; 3. A company the majority of whose business operating shareholders or directors are the same as those of another company; 4. A company the majority of whose total outstanding voting shares or total capital amount is held by the same shareholder of another company.
  - (ii) **Applicable Listing Rules** 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 any Taiwan stock exchange or 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 R.O.C. authorities thereunder, and the rules and regulations promulgated by the Financial Supervisory Commission, the GreTai Securities Market or the Taiwan Stock Exchange;
(iii) Articles	these Articles of Association of the Company in their present form, as amended or substituted from time to time amended or supplemented by Special (Extraordinary) Resolution;
(iv) Auditors	the Auditors for the time being of the Company, if any;
(v) Audit Committee	has the meaning set forth in Article 85;
(vi) Audit Committee Members	members of the Audit Committee;
(vii) Chairman	has the meaning given thereto in Article 77;
(viii) Class or Classes	any class or classes of Shares as may from time to time be issued by the Company;
(ix) Commission	Financial Supervisory Commission of the R.O.C. or any other authority for the time being administering the Securities and Exchange Act of the R.O.C.;
(x) Company	HTM International Holding Ltd.;
(xi) Consolidated Company	means the new company that results from the consolidation of two or more Constituent Companies;
(xii) consolidation	means the combination of two or more Constituent Companies into a Consolidated Company and the vesting of the undertaking, property and liabilities of such companies in the Consolidated Company within the meaning of the Law and the R.O.C. Laws;
(xiii) Constituent Company	an existing company that is participating in a Merger with one of more other existing companies within the meaning of the Law and the R.O.C. Laws;
(xiv) Directors and Board of Directors	mean current directors of the company, or in accordance with the actual situation, meetings or committees composed of directors.
(xv) electronic	shall have the meaning given to it in the Electronic Transactions Law (2003 Revision) (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;
(xvi) electronic communication	transmission to any number, address or internet website or other electronic delivery methods as may

	be decided and approved by not less than two-thirds of the vote of the Board, subject to the Law;
(xvii) Emerging Market	the emerging market board of GreTai Securities Market in the R.O.C.;
(xviii) GreTai Securities Market or GTSM	the GreTai Securities Market in the R.O.C.;
(xix) Indemnified Person	has the meaning given thereto in Article 156;
(xx) Independent Director	a director who is an independent director as defined in the Applicable Listing Rules;
(xxi) Law	The Companies Law (2009 Revision) of the Cayman Islands and any amendment or other statutory modification thereof and every other act, order, regulation or other instrument having statutory effect (as amended from time to time) for the time being in force in the Cayman Islands applying to or affecting the Company, the Memorandum of Association and/or the Articles of Association, and where in these Articles any provision of the Law is referred to, the reference is to that provision as modified by any law for the time being in force;
(xxii) Member or Shareholders	a Person who is duly registered as the holder of any Share or Shares in the Register and includes each subscriber to the Memorandum of Association pending entry in the Register of such subscriber as well as persons who are jointly so registered, and “Members” or “Shareholders” means 2 or more of them;
(xxiii) Memorandum of Association	the memorandum of association of the Company, as amended or substituted from time to time;
(xxiv) Merger	a merger and/or a consolidation;
(xxv) merger	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 and the R.O.C. Laws;
(xxvi) Month	a calendar month;

(xxvii) MOPS	The Market Observation Post System maintained by TWSE & GTSM;
(xxviii) Ordinary Resolution	<p>a resolution :</p> <p>(a) passed by a simple majority of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of any Shareholder being a corporation, by its duly authorised representative at a general meeting of the Company held in accordance with these Articles 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;</p> <p>(b) a resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings of the Company; or</p> <p>(c) where the Company has only one Shareholder, approved in writing by such Shareholder signed by such Shareholder and the effective date of the resolution so adopted shall be the date on which the instrument is executed;</p>
(xxix) paid up	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;
(xxx) Person	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;
(xxxii) Preferred Shares	has the meaning given thereto in Article 4;
(xxxiii) Register or Register of Members	the principal register and any branch register of Members of the Company to be maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time, as required to be kept pursuant to the Law;
(xxxiv) Registered Office	the registered office of the Company for the time being as required under the Law;
(xxxv) Registration Office	such place or places in the R.O.C. or elsewhere where the Board from time to time determine to keep a branch register of Shareholders of the Company in respect of that class of share capital and where (except in cases where the Board otherwise agrees) transfers of other documents of title for Shares are to be lodged for registration and are to be registered;
(xxxvi) Relevant Period	the period commencing from the date on which any of the securities of the Company first become listed on the GTSM or TWSE to and including the date immediately before the day on which none of such

		securities are so listed (and so that if at any time listing of any such securities is suspended for any reason whatsoever and for any length of time, they shall nevertheless be treated, for the purpose of this definition, as listed);
(xxxvi)	R.O.C. or Taiwan	the Republic of China, its territories, its possessions and all areas subject to its jurisdiction;
(xxxvii)	R.O.C. Courts	the Taiwan Taipei District Court or any other competent courts in the R.O.C.;
(xxxviii)	R. O. C. Laws	the laws and regulations of the R.O.C., including without limitation to the Applicable Listing Rules;
(xxxix)	Seal	the common seal of the Company (if applicable) or any facsimile or official seal (if applicable) for the use outside of the Cayman Islands;
(xl)	Secretary	any Person for the time being appointed by the Directors to perform any of the duties of the secretary of the Company and including any assistant, deputy, acting or temporary secretary;
(xli)	Shares	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;
(xlii)	Share Premium Account	the share premium account established in accordance with these Articles and the Law and the R.O.C. Laws;
(xliii)	Shareholders' Service Agent	The agent licensed by the R.O.C. authorities to provide certain shareholders services in accordance with the Applicable Listing Rules to the Company;
(xliv)	signed	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;
(xlv)	Special Resolution	means a special resolution of the Company passed in accordance with the Law, being a resolution: <p>(a) 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 or, in the cases of Shareholders which are corporations, by their respective duly authorised representatives at a general meeting of the Company of which notice, specifying (without prejudice to the power contained in the Articles to amend the same) 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</p>



votes to which each Shareholder is entitled;

(b) a resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings of the Company; or

(c) where the Company has only one Shareholder, approved in writing by such Shareholder signed by such Shareholder and the effective date of the special resolution so adopted shall be the date on which the instrument is executed.

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles;

(xlvi) Special Resolution for Merger

means a resolution of the Company passed in accordance with the Law, being a resolution:

(a) by majority in number representing seventy-five per cent 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 give him voting rights;

(xlvii) Spin-off

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;

(xlviii) Supermajority Resolution Type A

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 at least a majority of the voting 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;

(xlix) Supermajority Resolution Type B

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 voting Shares held by all Shareholders attending that

- meeting, and such meeting attended by Shareholders holding at least a majority of all issued Shares of the Company;
- (l) 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 the R.O.C. Laws;
  - (li) Transfer Office the place where the principal register of Shareholders is located for the time being;
  - (lii) TWSE the Taiwan Stock Exchange;
- (b) Unless the context otherwise requires, expressions defined in the Law and used herein shall have the meanings so defined.
  - (c) In these Articles unless the context otherwise requires:-
    - (a) words importing the singular number shall include the plural number and vice-versa;
    - (b) words importing the masculine gender shall include the feminine and neuter genders;
    - (c) a notice provided for herein shall be in writing unless otherwise specified and all reference herein to "in writing" and "written" shall include printing, lithography, photography and other modes of representing or reproducing words in permanent visible form; and
    - (d) "may" shall be construed as permissive and "shall" shall be construed as imperative.
  - (d) Heading used herein are intended for convenience only and shall not affect the construction of these Articles.

## **SHARES**

- 3. Subject to these Articles, the Board of Directors may, in respect of all Shares for the time being unissued:
  - (a) offer, issue, allot and dispose of such Shares 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, but so that no Share shall be issued at a discount, except in accordance with the provisions of the Law; and
  - (b) grant options with respect to such Shares and issue warrants or similar instruments with respect thereto, in accordance with the provisions of the Law;

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

4. The Company may issue Shares of different classes with rights which are preferential or inferior 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 of that class.
5. Prior to the issuance of any Preferred Shares approved pursuant to the preceding Article 4, 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) Total number of Preferred Shares been authorized to be issued and the numbers of the Preferred Shares already issued;
  - (b) order, fixed amount or fixed ratio of allocation of Dividends and bonus on Preferred Shares;
  - (c) order, fixed amount or fixed ratio of allocation of surplus assets of the Company;
  - (d) order of or restriction on the voting right(s) (including declaring no voting rights whatsoever) of special shareholders;
  - (e) other matters concerning rights and obligations incidental to Preferred Shares; and
  - (f) the method by which the Company is authorized or compelled to redeem the Preferred Shares, or a statement that redemption rights shall not apply.
6. The issue of new ordinary 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 at all times be subject to the sufficiency of the authorised capital of the Company.
7. The Company shall not issue any unpaid Shares or partial paid-up Shares. The Company shall not issue Shares in bearer form.
8. Upon each issuance of new shares, the company may reserve up to 15% of the new shares for subscription by the employees of the company and employees of all subsidiaries of the company. Employees who are entitled to subscribe to shares shall be determined by the board of directors at its own reasonable discretion.
9. For so long as the Shares are registered in the Emerging Market or listed on the GreTai Securities Market or TWSE, unless otherwise resolved by the Shareholders in general meeting by Ordinary Resolution, if at anytime the Board resolves to issue any new Share under Article 6, the Company shall, after reserving the portion of Shares for subscription by its employees and for public offering in the R.O.C. pursuant to Article 8 and the applicable R.O.C. Laws respectively, first offer such remaining new Shares by a public announcement according to the Applicable Listing Rules, and a written notice to each then Shareholder for their subscriptions in proportion to the number of Shares held by them respectively. The Company shall state in such written notice that if any Shareholder fails to confirm his subscription within the

assigned deadline, 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 then Shareholders may be open for public issuance or for subscription by specific Person or Persons through negotiation. Each Shareholder may subscribe such new Shares himself, or designate one or more Persons to subscribe such Shares.

10. The shareholders priority right under Article 9 above shall not be applicable to any issuance of new shares for the following reasons or for the following purposes:
  - (a) Merger with any other company, or company division or when the company engages in any reorganization;;
  - (b) The company complies with the obligation to issue share warrants and/or options to employees of the company and employees of all subsidiaries of the company;
  - (c) The company complies with the obligation of corporate bonds, which bonds are convertible bonds or with entitlements to receive share;
  - (d) The company complies with the obligation of share warrants or priority shares, such warrants or priority shares being entitled to receive shares; or
  - (e) Any other provision under the laws of the Republic of China under which priority right is not applicable.
11. Where the Company increases its capital by issuing new Shares in the R.O.C, the Company shall allocate 10% of the total amount of the new Shares to be issued, for offering in the R.O.C. 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% is resolved by an Ordinary Resolution to be offered, the percentage determined by such resolution shall prevail.
12. Upon approval by the majority of directors attending a meeting that is attended by 2/3 of all directors, the company may adopt one or more employee reward plans and, to the extent permitted by the laws of the Republic of China, grant shares or the options, warrants or other similar instruments to receive such shares to the employees of the company or employees of all subsidiaries of the company in accordance with such plan. None of such shares, options, warrants or other instruments may be transferred except to the employees' successors.

## **MODIFICATION OF RIGHTS**

13. If at any time the share capital of the Company is divided into different Classes, all or any of the special rights attached to any such Class (unless otherwise provided by the terms of issue of the Shares of that Class) may only

be materially adversely varied or abrogated with the sanction of a resolution passed at a separate meeting of the holders of the Shares of such Class by holders of not less than seventy-five percent of the issued Shares of that Class as may be present in person or by proxy at a separate general meeting of the holders of the Shares of such Class, but not otherwise. 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.

14. 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 purchase of Shares of any Class by the Company.

## **REGISTERS**

15. The Board shall cause to be kept the Register and there shall be entered therein the particulars required under the Law.
16. Subject to the provisions of the Law, if the Board considers it necessary or appropriate, the Company may establish and maintain a principal or branch register of Shareholders at such location as the Board thinks fit and, during the Relevant Period, the Company shall keep its branch register of Shareholders in the R.O.C..

## **CERTIFICATE**

17. During the period where shares are traded in the OTC Market, Gre-Tai Securities Market or the Taiwan Stock Exchange, unless delivery is made by the company's share agent, the company shall deliver shares to the subscribers. Shares of the company may be issued without share certificate, provided that a securities custodian institution shall be engaged to perform registration.

## **TRANSFER AND TRANSMISSION OF SHARES**

18. Subject to compliance with the Company Law and the laws of the Republic of China, shares issued by the company are freely transferable, provided that any share reserved for issuance to employees of the company or employees of all subsidiaries of the company may be subject to a transfer restriction period of no more than two years, or any other period that may be determined by the board of directors at its own discretion.

19. The instrument of transfer of any Share shall be in writing in any usual or common form or such other form as the Board of 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.
20. 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 Shares concerned are free of any lien in favour of the Company;
  - (d) the instrument of transfer is properly stamped, if required; and
  - (e) 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.
21. The registration of transfers may be suspended when the Register is closed in accordance with Article 37.
22. 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.
23. The Board may, in its absolute discretion at any time and from time to time, remove any Share on the principal register to any branch register or any Share on any branch register to the principal register or any other branch register.
24. Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time stipulate, and which agreement it shall, without giving any reason therefore, be entitled in its absolute discretion to give or withhold) no Shares on the principal register shall be removed to any branch register nor shall Shares on any branch register be removed to the principal register or any other branch register and all removals and other documents of title relating to or affecting the title to any share or other securities of the Company shall be lodged for registration, and be registered, in the case of any Shares on a branch register, at the relevant Registration Office, and, in the case of any Shares on the principal register, at the Transfer Office.
25. Notwithstanding anything contained in these Articles, the Company shall as soon as practicable and on a regular basis record in the principal register all removals of Shares effected on any branch register and shall at all times maintain the principal register and all branch registers in all respects in accordance with the Companies Law.

26. In the case of the death of a Shareholder, the survivor, and the legal personal representative of a deceased where he was a sole or only surviving holder of a Share, shall be the only Persons recognised by the Company as having any title to the Share. In case of a Share registered in the names of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor where he was a sole or only surviving holder of a Share, shall be the only Persons recognised by the Company as having any title to the Share.
27. Any Person becoming entitled to a Share in consequence of the death or bankruptcy or winding-up of a Shareholder shall upon such evidence being produced as may from time to time be properly required by the Board, and subject as hereinafter provided, 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; 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.
28. A Person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member 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.

## **ALTERATION OF SHARE CAPITAL**

29. The Company may from time to time by Ordinary Resolution:
  - (a) increase the share capital by such sum, to be divided into new Shares of such Classes of such par value, as the resolution shall prescribe;
  - (b) consolidate and divide all or any of its share capital into Shares of a larger par value than its existing Shares;
  - (c) subdivide its existing Shares, or any of them, into Shares of a smaller par value than is fixed by the Memorandum of Association; and
  - (d) 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.
30. (A) The Company may by Special Resolution:
  - (a) together with the approval of the Board, issue any Preferred Shares in accordance with Article 4 and 5;
  - (b) change its name;
  - (c) change the currency denomination of its share capital;

- (d) subject to the Law and the R.O.C. Laws, reduce its share capital and any capital redemption reserve in any manner authorised by Law and the R.O.C. Laws;
  - (e) subject to the Law, be voluntarily wound up; and
  - (f) alter or amend the Memorandum of Association or these Articles in accordance with Article 150.
- (B) The Company may, by a Special Resolution for Mergers, effect a Merger of the Company in accordance with the Law.
31. (A) The Company may by a Supermajority Resolution Type A:
- (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) distribute part or all of its dividends or bonus by way of issuance of new Shares;
  - (e) effect any Spin-off in accordance with the R.O.C. Laws; and
  - (f) carry out private placement of its securities.
- (B) Alternatively, if the total number of Shares represented by the Shareholders present at such general meeting is not sufficient to meet the quorum criteria specified in the preceding paragraph (A), the Company may effect the above matters by a Supermajority Resolution Type B.
- (C) For the matters which are required to be approved by Supermajority Resolution Type A/ Supermajority Resolution Type B under these Articles, the Company shall not approve such matters by way of Special Resolution or Ordinary Resolution.
32. In the event any of the resolutions with respect to the paragraph (a), (b), or (c) of the preceding Article 31(A) is adopted by general meeting in accordance with the provisions of the Law, 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 request the Company to purchase all of his Shares at the then prevailing fair price; provided, however, that no Shareholder shall have the abovementioned appraisal right if the general meeting resolves on the dissolution of the Company after the completion of transfer of business or assets under the paragraph (b) of Article 31(A). In the event any part of the Company's business is spun off or involved in any Merger with any other company, 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 request the Company to buy back all of his Shares at the then prevailing fair



price. In the event the Company fails to reach such agreement with the Shareholder within a sixty-day period commencing from the resolution date, the Shareholder may, within thirty days after such sixty-day period, file a petition to any competent court of the R.O.C. for a ruling on the appraisal price, and such ruling by the R.O.C. Court shall be binding and conclusive as between the Company and requested Shareholder solely with respect to the appraisal price.

## **REDEMPTION AND PURCHASE OF SHARES**

33. Subject to the Law, the R.O.C. Laws and these Articles, the Company may issue Shares on terms that they are to be redeemed or are liable to be redeemed upon the happening of a specified event or upon a given date and either 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 the R.O.C. Laws), including out of its profits or the proceeds of a fresh issue of Shares.
34. Subject to the Law, the R.O.C. Laws 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 purchase its own Shares for maintaining the Company's credit and shareholders' equity. The Shares so purchased shall be deemed cancelled immediately.
35. The redemption or purchase of any Share shall not be deemed to give rise to the redemption or purchase of any other Share.
36. Subject to the Law and the R.O.C. Laws, the Board of Directors may when making payments in respect of redemption or purchase of Shares, if authorised by the terms of issue of the Shares being redeemed or purchased 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**

37. For the purpose of determining those Members that are entitled to receive notice of, attend or vote at any meeting of Members or any adjournment thereof, or those Members that are entitled to receive payment of any dividend, or in order to make a determination as to who is a Member 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 TWSE, the Register shall be closed at least for a period of sixty (60) days, thirty (30) days and five (5) days immediately before the date of each annual general meeting, each extraordinary general meeting and the record date for a dividend distribution, respectively.
38. Apart from closing the Register, the Board of Directors may fix in advance a date as the record date for any such determination of those Members that are

entitled to receive notice of, attend or vote at a meeting of the Members and for the purpose of determining those Members that are entitled to receive payment of any dividend. In the event the Board of Directors designate a record date in accordance with this Article 38, such record date shall be a date prior to the general meeting and the Board of Directors shall immediately make a public announcement on the website designated by the Commission and the GreTai Securities Market or TWSE pursuant to the Applicable Listing Rules.

## **GENERAL MEETINGS**

39. All general meetings other than annual general meetings shall be called extraordinary general meetings.
40. 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 six months after close of each fiscal year and shall specify the meeting as such in the notices calling it.
41. At these meetings the report of the Board of Directors (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 TWSE, all general meetings shall be held in the R.O.C.. If the Board resolve to hold a general meeting outside the R.O.C., the Company shall apply for the approval of the GreTai Securities Market (or the TWSE, if applicable) thereof within two days after the Board adopts such resolution. Where a general meeting is to be held outside the R.O.C., the Company shall engage a duly licensed stock service agent within R.O.C. to handle the administration of such general meeting (such as voting).
42. Any Shareholder or Shareholders entitled to attend general meetings of the Company holding at least three percent (3%) of the total number of issued shares of the Company continuously for a period of one year or a longer time may, by depositing the requisition notice at the Registration Office or the Shareholders' Service Agent specifying the objects of the meeting, request the Board to convene an extraordinary general meeting. If the Board does not give notice to Shareholders to convene such meeting within 15 days after the date of the requisition notice, subject to the approval of the Commission, the requisitionists themselves may convene the general meeting in the same manner.

## **NOTICE OF GENERAL MEETING**

43. At least thirty and fifteen days' notices in writing, specifying the place, the day and the time of meeting and, in the case of special business, the general nature of that business shall be given in manner hereinafter provided, or in such other manner (if any) as may be prescribed by the Company in general meetings, shall be given to such persons as are entitled to vote or may otherwise be entitled under these Articles of the Company to receive such notices from the Company for any annual and extraordinary general meetings, respectively. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day

and the hour of the meeting and the general nature of the business. The notice for a general meeting may be given by means of electronic communication if the Company obtains prior consent from the Shareholders or as permitted by the Law and R.O.C. Laws.

44. The following matters shall be specified in the notice of a general meeting with the description of their major content, and shall not be proposed as ad hoc motions:
- (a) election or discharge of Directors;
  - (b) amendments to the Memorandum of Association and/or these Articles;
  - (c) winding-up, 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 the Company's statutory reserve (as defined in the R.O.C. Laws), and capital reserve (as defined under the R.O.C. Laws), which are (1) the income derived from the issuance of new Shares at a premium; or (2) the income from the gifts received by the Company, by issuing new Shares to its then Shareholders in proportion to the number of Shares being held by each of them.
45. For so long as the Shares are registered in the Emerging Market or listed on the GreTai Securities Market or TWSE, 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 be published on the website designated by the Commission and the GreTai Securities Market or TWSE fifteen days prior to the scheduled meeting date of that general meeting pursuant to the Applicable Listing Rules and other applicable R.O.C. Laws.

## **PROCEEDINGS AT GENERAL MEETING**

46. 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.

47. Shareholder(s) holding one percent (1%) or more of the total number of issued Shares immediately prior to the relevant book close period may propose in writing to the Company a proposal for discussion at an annual general meeting in accordance with the rules and procedures of shareholders' meeting of the Company from time to time. The following proposals shall not be included in the agenda: a proposal contains more than one matter; a proposal contains more than 300 hundred words; a proposal proposed by Members who hold less than one percent (1%) of issued Shares of the Company; a proposal whose subject cannot be settled or resolved by a resolution to be adopted at the meeting of Members.
48. Each shareholders meeting of the company convened by the board of directors shall be chaired by the chairman of the board of directors. If the chairman is on leave or cannot exercise his duty due to any reason, the vice chairman shall serve the duty. If there is no vice chairman or if the vice chairman is also on leave or cannot exercise the duty due to any reason, the chairman shall appoint one managing director to serve the duty. If there is no managing director, one director shall be appointed to act on its behalf. If the chairman does not appoint a representative, one person shall be elected from among the managing directors or the directors to act as the representative. For any shareholders meeting convened by any other person entitled to convene the meeting, the convener of the meeting shall serve as the chairman of the meeting. If two or more persons are entitled to convene the meeting, one of these persons shall be elected to serve as the chairman of the meeting.
49. If at any general meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, any Director nominated by the Board of Directors shall preside as chairman, failing which the Shareholders present shall choose any Person present to be chairman of that meeting.
50. 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 five (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.
51. 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.
52. Unless otherwise expressly required by the Law or these Articles, any matter which has been presented for resolution, approval, confirmation or adoption by the Shareholders at any general meeting may be passed by an Ordinary Resolution.
53. In the case of an equality of votes, the chairman of the meeting shall not be entitled to a second or casting vote.

## VOTES OF SHAREHOLDERS

54. Subject to any rights and restrictions for the time being attached to any Share, every Shareholder who is present in person (or in the case of a shareholder being a corporation, by its duly authorised representative) and every Person representing a Shareholder by proxy shall have one vote, and on a poll every Shareholder who is present in person (or in the case of a shareholder being a corporation, by its duly authorised representative) 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 which is fully paid or credited as fully paid.
55. Where the Company has knowledge that any Shareholder is, under the R.O.C. Laws, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such Shareholder in contravention of such requirement or restriction shall not be counted.
56. (A) No vote may be exercised with respect to any of the following Shares:
- (a) the Shares held by any subordinate company (as defined under the R.O.C. Laws, hereinafter the “subsidiary”) of the Company, where the total number of voting shares or total voting 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 voting shares equity of such a subsidiary; or
  - (b) the Shares held by another company, where the total number of the voting shares or total voting 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 voting share equity of such a company.
- (B) The Shares held by any Shareholder having no voting right shall not be counted in the total number of issued Shares while adopting a resolution at a general meeting.
57. 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.
58. 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.
59. A Shareholder may appoint a proxy to attend a general meeting on his behalf by executing a power of attorney prepared by the Company stating therein the scope of power authorized to the proxy. A Shareholder may only execute one power of attorney and appoint one proxy for each general meeting, and shall serve such written proxy to the Company no later than five (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. The use of proxies and solicitation shall be subject to the relevant R.O.C. Laws and in particular the Regulations Governing the Use of Proxies for Attendance at Shareholder Meetings of Public Companies.

60. In case a Shareholder has exercised his voting power in writing or by way of electronic transmission, and has also authorized a proxy to attend the Shareholders' meeting on his behalf, then the voting power exercised by the authorized proxy for the said Shareholder shall prevail, subject to the Law.
61. 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 form of proxy shall include at least the following information: (a) instructions on how to complete such proxy, (b) the matters to be voted upon pursuant to such proxy, and (c) basic identification information relating to the relevant Shareholder, proxy recipient and proxy solicitation agent (if any). The form of proxy shall be provided to the Shareholders together with the relevant notice for the relevant general meeting, sent either through post or by electronic transmission as the case maybe, and such notice and proxy materials shall be distributed, either through post or by electronic transmission as the case maybe, to all Shareholders on the same day.
62. 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.
63. Except for trust enterprises duly licensed under the R.O.C. Laws or Shareholders' Service Agencies approved by the R.O.C. competent authorities, when a Person who acts as the proxy for two or more Shareholders, the number of votes represented by him shall not exceed three percent (3%) of the total number of votes of the Company and the portion of excessive votes represented by such proxy shall not be counted.
64. A Shareholder cannot exercise his own vote or by proxy on behalf of another Shareholder in respect of any matter or proposed matter or arrangement if he may be interested therein and may cause damage to the Company's interests. Such Shares shall not be counted in determining the number of votes of the Shareholders present at the said meeting.
65. Where the Company has only one Shareholder, a resolution in writing signed by such Shareholder in accordance with these Articles shall be as valid and effective as if the same had been passed at a general meeting of the Company duly called and constituted.
66. The votes may be exercised in writing or by way of electronic transmission if the method for exercising the votes has been described in the notice of the general meeting, subject to the Law. The Company shall facilitate and allow Shareholders to exercise the votes in writing or by way of electronic transmission if the general meeting is held outside of the R.O.C. and shall specify the method of such exercising of votes in the meeting notice, subject to the Law.

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 counted towards the quorum, but shall be deemed to have waived his votes in respect of any ad hoc motions and the amendments to the contents of the original proposals at such general meeting, subject to the Law.
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 fifth (5<sup>th</sup>) 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, subject to the Law.
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 in the same manner as such Shareholder exercises his votes to rescind his previous declaration of intention made in exercising the votes, subject to the Law. 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, subject to the Law.
70. If the procedure for convening a shareholders meeting or the procedure for approving a resolution is in violation of the Company law, the laws of the Republic of China or these articles of association, shareholders may file a lawsuit with the Taipei District Court or any court with jurisdiction in the Cayman Islands within thirty (30) days from the date of resolution to seek proper remedy, including but not limited to request a court declaration that the approved resolution is invalid or to cancel the resolution.

## **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETING**

71. Any corporation which is a Member of the Company 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 Class of Members of the Company, 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 Member of the Company.

## **DIRECTORS**

72. Unless otherwise determined by the Company in general meeting, 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. For so long as the Shares are listed on the GreTai Securities Market or TWSE, the Directors shall include such

number of Independent Directors one of whom shall be a resident of the R.O.C. and the qualifications of such Independent Directors shall be in compliance with applicable law, rules or regulations or the Applicable Listing Rules or other applicable R.O.C. Laws required for a foreign issuer.

73. Deleted.
74. The Directors may also adopt a candidate nomination mechanism which is in compliance with R.O.C. Laws. 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 and other applicable R.O.C. Laws.
75. Deleted.
76. A Director may be discharged at any time by a Supermajority Resolution Type A adopted at a general meeting. Alternatively, if the total number of Shares represented by the Shareholders present at such general meeting is not sufficient to meet the quorum criteria specified above, the Company may effect the above matter by a Supermajority Resolution Type B.
77. The Board 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. To the extent the Chairman is not present at a meeting of the Board 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.
78. The Board may, from time to time, and except as required by the applicable Laws and R.O.C. Laws, 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.
79. A Director shall not be required to hold any Shares in the Company by way of qualification.

#### **DIRECTORS’ FEES AND EXPENSES**

80. The Directors shall receive such remuneration as determined by the Board, in accordance with the extent of the involvement of the business operation and the contribution of each Director, no matter the Company profits or losses at such year, and the Board shall take reference to the average level of the industry.
81. With respect to the preceding Article 80, 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.

82. 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.

#### **INDEPENDENT DIRECTORS AND THE AUDIT COMMITTEE**

83. The number of Independent Directors of the Company shall not be less than three and not less than one-fifth of the total number of Directors. When an Independent Director ceases to act, resulting in a number of Directors lower than that minimum number required three Persons, an election for Independent Director shall be held at the next following general meeting. When all Independent Directors cease to act, the Company shall convene an extraordinary general meeting to hold an election within 60 days from the date on which the situation arose.
84. Independent Directors shall possess professional knowledge and there shall be restrictions on their shareholding and the positions they may concurrently hold. They shall maintain independence within the scope of their directorial duties, and may not have any direct or indirect interest in the Company. Regulations governing the professional qualifications, restrictions on shareholdings and concurrent positions held, assessment of independence shall apply to the relevant securities laws and regulations of the R.O.C. mutatis mutandis.
85. 1~3% of the after tax profit of the company shall be reserved as remuneration for all directors. The actual amount and distribution manner shall be determined by board resolution. 3~5% of the after tax profit of the company shall be used to distribute bonus to employees of the company and employees of all subsidiaries of the company. The actual amount and distribution manner shall be determined by board resolution.
86. The Company shall establish an audit committee in accordance with securities trading regulations to be composed of all independent directors of the Company. The constitution, duties, meeting rules and other compliance matters of the Company's audit committee shall be in accordance with applicable rules by the securities governing authority.

#### **ALTERNATE DIRECTOR OR PROXY**

87. Any Director may in writing appoint another Director to be his alternate and, save to the extent provided otherwise in the form of appointment, such alternate shall have authority to act in such Director's place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to attend and vote at meetings of the Directors as a Director when the Director appointing him is not personally present and where he is a Director to have a separate vote on behalf of the Director he is representing in

addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Such alternate shall not be an officer of the Company and shall be deemed to be the agent of the Director appointing him. The remuneration of such alternate shall be payable out of the remuneration of the Director appointing him and the proportion thereof shall be agreed between them

88. 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. 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**

89. Subject to the Law, these Articles, R.O.C. Laws and to any resolutions passed in a general meeting, the business of the Company shall be managed by the Board of 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.
90. 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 Board of Directors may think fit. Any Person so appointed by the Board of Directors may be removed by the Board of Directors. The Board of 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.
91. The Board of 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 Board of Directors may be removed by the Board of Directors.
92. The Board of 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 Board of Directors.

93. The Board of 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 Board of 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.
94. 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.
95. The Board of 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.
96. The Board of 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 Board of 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 Board of Directors may think fit and the Board of 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.
97. Any such delegates as aforesaid may be authorised by the Board of Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.

### **BORROWING POWERS OF DIRECTORS**

98. Subject to these Articles, the Board of 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**

99. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors 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 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

100. The Company may maintain a facsimile of the Seal in such countries or places as the Board of Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Board of 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 in the presence of any one or more Persons as the Directors may appoint for the purpose
101. Notwithstanding the foregoing, a Secretary shall 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 AND CHANGES OF DIRECTORS**

102. The office of Director shall be vacated, if such Director:
  - (a) committed a felony(including but not limiting to an offence under Statute for Prevention of Organizational Crimes of the R.O.C.) 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 five 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 two 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 two years;
  - (d) becomes bankrupt under the laws of any country or makes any arrangement or composition with his creditors generally;
  - (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 as defined under the R.O.C. Laws;
  - (g) dies or is found to be or becomes of unsound mind or a patient for any purpose of any statute or applicable law relating to mental health and the Directors resolved that his office is vacated;

- (h) if he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of, an order made under any provisions of any law or enactment;
- (i) resigns his office by notice in writing to the Company;
- (j) is removed from office pursuant to Article 76; or
- (k) has been ordered to be discharged by the R.O.C. Courts on the grounds that such Director has, in the course of performing his duties, committed serious violations of the Law, R.O.C. Laws or these Articles, or acts resulting in material damage to the Company, upon a petition by the Company or Shareholder(s) to the R.O.C. Courts for remedies including the discharge of such Director, in accordance with the requirements of the R.O.C. Laws or these Articles.

102-1. Shareholders holding 3% or more of all outstanding shares for continuous one year or longer may file a written request with the supervisor or independent director to file a lawsuit against the directors for the company.

If the supervisor or independent director fails to file the lawsuit within 30 days from receipt of a request under the previous section, the shareholder under the previous section may file a lawsuit for the company. When a shareholder files a lawsuit, the court may require the shareholding filing the lawsuit to provide reasonable security pursuant to application by the defendant. If the lawsuit is lost, causing damage to the company, the shareholder who filed the lawsuit shall be liable to compensating the company.

- 103. Except as approved by the GreTai Securities Market or TWSE or the Commission, the following relationships shall not exist among more than half of the Company's Directors: (1) A spousal relationship; or (2) A familial relationship within the second degree of kinship as defined under the R.O.C. laws.
- 104. When the Company convenes a general meeting for the election of Directors and the original selectees do not meet the conditions stipulated in the preceding Article 103, the election of the Director receiving the lowest number of votes among those Directors not meeting the conditions shall be deemed invalid and void. When a Person serving as Director violates the preceding Article 103, that Person shall cease to act as a Director.
- 105. When the number of Directors falls below five due to a Director ceasing to act for any reason, the Company shall hold a by-election for Director at the next following general meeting of Shareholders. When the number of Directors falls short by one-third of the total number of Directors of the same term elected pursuant to these Articles, the Company shall convene an extraordinary general meeting within sixty days of the occurrence of that fact to hold a by-election for Directors.

## PROCEEDINGS OF DIRECTORS

106. The Board of Directors may meet together (either within or without the Cayman Islands) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings, as they think fit. Unless otherwise provided, questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. A Director may, and on the requisition of a Board of Director shall, at any time summon a meeting of the Directors.
107. A Director may participate in any meeting of the Board, or of any committee appointed by the Board 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
108. Unless otherwise provided, the quorum necessary for the transaction of the business of the Board of 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.
109. 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 member 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 and may cause damage to the Company's interests. 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).
110. Notwithstanding the preceding Articles, a Director may hold any other office or place of profit under the Company (other than the office of auditor) 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.
111. 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 auditor to the Company.

112. 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.
113. 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.
114. 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.
115. Subject to any regulations imposed on it by the Directors, a committee appointed by the Board of 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.
116. A committee appointed by the Board of 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.
117. 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.
118. 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**

- 119. 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.
- 120. The board of directors may suggest that, before any dividend, one or more reserves deemed appropriate by the board of directors may be provided from the legally distributable amount. Such reserve may be used in normal situations or to balance dividend or for any other appropriate purpose at the discretion of the board of directors.

Other than the reserve made under previous section and unless otherwise provided by the legislations for publicly traded companies, the company shall propose profit distribution plan for the legally distributable amount. Such plan shall be approved by the board of directors and submitted to the shareholders meeting for resolution.

Under the profit distribution plan of the previous section, the company shall distribute no less than 20% of the distributable profit to the shareholders. The distribution may be done in cash or in shares, among which cash dividend shall be no less than 20% and no more than 100% of the total amount of shareholder dividend distributed

- 121. 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.
- 122. 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.
- 123. 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.
- 124. No dividend shall bear interest against the Company.
- 125. No Dividend shall be declared or paid or shall be made otherwise than in accordance with the Law.

## **ACCOUNTS, AUDIT, AND ANNUAL RETURN AND DECLARATION**



126. 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 Board of Directors.
127. The company's business accounting books and records shall be kept in the manner determined by the board of directors from time to time.
128. No Shareholder (not being a Director) or other person shall have any right of inspecting any account or book or document of the Company except as conferred by the Law and R.O.C. Laws or ordered by a court of competent jurisdiction or authorised by the Board or the Company in general meeting.
129. After the end of each fiscal year, the Board shall prepare and submit the financial statements and records and such other reports and documents as may be required by the Law and the R.O.C. Laws to the annual general meeting of Shareholders for its ratification and after the meeting 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.
130. The Board shall keep copies of the yearly business report and financial statements at the office of its Shareholders' Service Agent before ten (10) days of the annual general meeting and any of its Shareholders is entitled to inspect such documents during normal business hours of such service agent. The Board shall keep copies of the Articles, the minutes of every general meeting of the Shareholders and the financial statements, the Register and the counterfoil of corporate bonds issued by the Company at the business office of its Shareholders' Service Agent. Any Shareholder may request at any time, by submitting evidentiary document(s) to show his interests involved and indicating the scope of requested matters, an access to inspect and to make copies of the above documents.
131. Save for otherwise provided under these Articles, the Board of 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 Board of 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.
132. 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 Board of Directors, or required by the Applicable Listing Rules or other R.O.C. Laws.
133. The Board of 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.

## **AUDIT**

134. The Board of Directors may appoint an Auditor of the Company who shall hold office until removed from office by a resolution of the Board of Directors and may fix his remuneration.
135. Every Auditor 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 Board of Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.
136. Auditors shall, if so required by the Board of 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 Board of Directors or any general meeting of the Members.

## **CAPITALISATION OF RESERVE**

137. (A) Subject to the Law and R.O.C. Laws, the Company may, with the authority of a Supermajority Resolution Type A:
  - (a) resolve to capitalise an amount standing to the credit of reserves (including a Share Premium Account, capital redemption reserve and profit and loss account), 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 137, 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 Board of 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.
- (B) Alternatively, if the total number of Shares represented by the Shareholders present at such general meeting is not sufficient to meet the quorum criteria specified in the preceding paragraph (A), the Company may effect the above matters by a Supermajority Resolution Type B.

### **TENDER OFFER**

138. 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 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 and the Shareholders holding more than 10% 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) therefore;
  - (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 and the Shareholders holding more than 10% of the issued Shares held in its own name or in the name of other Persons.

### **SHARE PREMIUM ACCOUNT**

139. The Board of 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.
140. There shall be debited to any Share Premium Account on the redemption or purchase of a Share the difference between the nominal value of such Share and the redemption or purchase 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.
141. The Company shall at all times comply with the provisions of the Law in relation to the share premium account, the premiums attaching to Shares and the capital redemption reserve fund.

## **WINDING UP**

142. Subject to the Law, 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.
143. Subject to the Law, if the Company shall be wound up, the liquidator may, with the sanction of a 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.
144. 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.

## **NOTICES**

145. Subject to the Law and 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 posting on the MOPS or the Company's website, 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.
146. 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.

147. 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, subject to the Law.

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

148. 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.

149. Notice of every general meeting of the Company shall be given to:

- (a) all Shareholders holding Shares with the right to receive notice as at the record date 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 and has informed the Company with the supporting documents as requested by and satisfactory to the Company.

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

## **AMENDMENT OF MEMORANDUM AND ARTICLES**

150. Subject to the Law, R.O.C. Laws and the Articles including without limitation Articles 13 and 14, the Company may at any time and from time to time by a

Special Resolution alter or amend the Memorandum of Association or these Articles in whole or in part, or change the name of the Company.

## **ORGANISATION EXPENSES**

151. The preliminary and organisation expenses incurred in forming the Company shall be paid by the Company and may be amortised in such manner and over such period of time and at such rate as the Directors shall determine and the amount so paid shall in the accounts of the Company, be charged against income and/or capital.

## **OFFICES OF THE COMPANY**

152. The Registered Office of the Company shall be at such address in the Cayman Islands as the Board of Directors shall from time to time determine. The Company, in addition to its Registered Office, may establish and maintain an office in the Cayman Islands or elsewhere as the Directors may from time to time determine.

## **INFORMATION**

153. The Board shall keep at the office of its Shareholders' Service Agent in the R.O.C. copies of these Articles, the minutes of every meeting of the Shareholders and the financial statements, the Register of Members 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 interests involved and indicating the scope of interested matters, an access to inspect and to make copies of the Memorandum and Articles of Association and accounting books and records.
154. 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 members of the Company to communicate to the public.
155. 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 of Members and transfer books of the Company

## **INDEMNITY**

156. Every Director (including for the purposes of this Article 156 any alternate Director appointed pursuant to the provisions of these Articles), the Managing Directors, every alternate Directors, every Auditors, every Secretary 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.

157. No Indemnified Person shall be liable to the Company unless such liability arises through such Indemnified Person's own dishonesty, wilful default or fraud.

### **NON-RECOGNITION OF TRUSTS**

158. Subject to the proviso hereto, no Person shall be recognised by the Company as holding any Share upon any trust and the Company shall not, unless required by law, be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or (except only as otherwise provided by these Articles or as the Law requires) any other right in respect of any Share except an absolute right to the entirety thereof in each Shareholder registered in the Register, provided that, notwithstanding the foregoing, the Company shall be entitled to recognise any such interests as shall be determined by the Directors in their absolute discretion.

### **FINANCIAL YEAR**

159. Unless the Board of 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.

### **REGISTRATION BY WAY OF CONTINUATION**

160. 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 160, the Board of Directors may cause an application to be made to the Registrar of Companies in the Cayman Islands 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.
161. The Company may use all or part of the capital reserve to issue new shares in proportion to the existing shareholding percentage of shareholders in accordance with Article 241 of the Company Law of the R.O.C.

(附件四)

欣厚科技股份有限公司

之

修改重訂章程

(經\_\_\_\_年\_\_月\_\_日特殊決議通過)



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公司法（2009 修改版本）  
股份有限公司

欣厚科技股份有限公司  
之  
修改重訂章程

（經\_\_\_\_年\_\_\_\_月\_\_\_\_日特殊決議通過）

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解釋

1. 開曼群島公司法（2009 年修改版本）附表 A 的第一項表格包含或結合之規則，不適用於本公司。
2. (a) 本章程中，下列詞語除依上下文為其他解釋外，應具備下列定義：
  - (i) 從屬公司 係指下列公司：1.被他公司直接或間接持有半數(含)以上已發行有表決權之股份總數或全部資本總額之公司；2.他公司對其人事、財務或業務經營有直接或間接控制權之公司；3.公司之執行業務股東或董事半數(含)以上與他公司相同者；4.已發行有表決權之股份總數或全部資本總額有半數(含)以上為相同股東持有之公司。
  - (ii) 相關上市規則 經不時修改之相關法律、規定、規則與法典，適用於任何股份在任何台灣證券交易所或證券市場的原始與持續交易或上市，包括但不限於證券交易法與兩岸人民關係條例，以及中華民國機關依此等法律制定之任何類似法律、規定與規則的相關規定，還有金融監督管理委員會、證券櫃檯買賣中心或台灣證券交易所發布之規定與規則。
  - (iii) 章程 不時修改或取代，或經特別（特殊）決議修改或補充現有條款的公司章程。
  - (iv) 審計人 公司目前的審計人（若有）。
  - (v) 審計委員會 如第 86 條之定義。
  - (vi) 審計委員會成員 審計委員會之成員。

(vii) 董事長	如第 77 條之定義。
(viii) 類別 (單項或數項)	由公司不時發行之任何單項或數項類別的股份。
(ix) 委員會	中華民國金融監督管理委員會，或目前執行中華民國證券交易法之任何其他機關。
(x) 公司	欣厚科技股份有限公司
(xi) 合併公司	意指由兩個以上之組成公司合併後產生的新公司。
(xii) 合併 (consolidation)	意指依公司法及中華民國法律之定義，由兩個以上之組成公司合併而成之合併公司，且該合併公司應承擔組成公司所有的承諾、財產與責任，如。
(xiii) 組成公司	意指依公司法及中華民國法律之定義，與一個或數個其他既存公司共同合併的既存公司。
(xiv) 董事及董事會	係指本公司現任之董事，或依具體情形，由董事組成之會議或委員會
(xv) 電子	如開曼群島電子交易法 (2003 年修改版本) (以修改版本為主)，以及目前有效之任何修改或重訂版本之定義，包括其中結合或取代之各項其他法律。
(xvi) 電子通訊	依公司法之規定，傳輸至任何號碼、地址或網站，或其他經董事會三分之二以上核准決定的電子傳輸方式。
(xvii) 興櫃市場	中華民國證券櫃檯買賣中心的興櫃股票市場。
(xviii) 證券櫃檯買賣中心或「櫃檯中心」	中華民國證券櫃檯買賣中心。
(xix) 受賠償方	如第 156 條之定義。
(xx) 獨立董事	相關上市規則定義為獨立董事之董事。
(xxi) 公司法	開曼群島公司法 (2009 年修改版本) 與其任何修改或法定變更，以及目前於開曼群島有效，並適用於公司、組織大綱及／或章程，或對上述具影響之各項其他法案、命令、規定或具法律效力之其他契據 (不時修改版本)，且此章程中之任何條款提及的公司法，係指該條款經當時之任何有效

	法律修改版本。
(xxii) 股東	於股東名冊中適當註冊持有任何單一或數股股份之個人，包括組織大綱中待登記於股東名冊的每一位發起人，亦包括共同登記之人。複數的「股東」意指 2 位以上此等人士。
(xxiii) 組織大綱	意指不時修改或取代之公司組織大綱。
(xxiv) 兼併 (Merger)	兼併 (merger) 及／或合併 (consolidation)。
(xxv) 兼併 (merger)	意指依公司法及中華民國法律之定義，由兩個以上組成公司進行合併，且由其中一個公司 (存續公司) 承擔組成公司的所有承諾、財產與責任。
(xxvi) 月	日曆月。
(xxvii) 公開資訊觀測站	由台灣證券交易所與櫃檯中心維持之公開資訊觀測站。
(xxviii) 普通決議	意指下列決議： <ul style="list-style-type: none"> <li>(a) 經具投票權股東親自或透過代理 (若允許代理)，或法人股東透過適當授權代表，於依此章程規定召集之公司股東大會中，投票過半數通過；若以投票方式進行，則應計算各股東持有之投票數；</li> <li>(b) 由當時有權收取公司股東大會召集通知且有權參加股東大會之所有股東簽署 (或代表股東簽署) 的書面決議 (簽署方式經明示或暗示無條件同意)；或</li> <li>(c) 若公司僅有一位股東，即應由該股東書面簽署核准，並以文件簽署日為通過該決議之有效日。</li> </ul>
(xxix) 實收	任何股份發行面值及任何應支付溢價之實際支付，包括登記為實收。
(xxx) 人	任何自然人、事務所、公司、合資、合夥、企業、組織或其他實體 (無論是否具單獨人格)，或依上下文規定指其中任何一類。

(xxxix) 優先股	如第 4 條之定義。
(xxxii) 股東名冊	依公司法應保存之公司主要股東名冊或任何次要股東名冊，並應依董事會不時決定，保存於開曼群島當地或其他區域。
(xxxiii) 註冊地址	依公司法之規定，公司目前的註冊地址。
(xxxiv) 登記地址	董事會不時決定，在中華民國境內或其他區域，保存公司某類股份資本之次要股東名冊，以及（除非董事會另有同意）轉讓股份所有權之其他文件遞交登記與註冊的地點。
(xxxv) 上市期間	公司任何證券，首次於櫃檯中心或台灣證券交易所上市起，至此等證券全部停止上市前一日之期間，包括停止上市期間當日（因此，若有任何此等證券於該期間內，因任何原因暫停交易時，就此定義之目的而言，仍應視為上市）。
(xxxvi) 中華民國或台灣	中華民國、其領土、持有物及其管轄之所有地區。
(xxxvii) 中華民國法院	台灣台北法院或中華民國任何具管轄權之其他法院。
(xxxviii) 中華民國法律	中華民國法律法規，包括但不限於相關上市規則。
(xxxix) 印鑑	公司印鑑（若適用）或於開曼群島以外使用之任何傳真或實體印章（若適用）。
(xl) 公司秘書	目前受董事指定執行公司任何秘書職責的任何個人，包括任何助理、副手、代理人或暫時性秘書。
(xli) 股份	公司資本中之股份。本章程中所稱「股份」，應視為依上下文指稱之任何或所有類別股份，為免疑義，本章程中所稱「股份」，包括不到一股的股份。
(xlii) 股份溢價帳戶	依本章程、公司法及中華民國法律設置的股份溢價帳戶。
(xliii) 股務代理人	持有中華民國機關執照，依相關上市規則為公司提供某些股東服務之代理。
(xliv) 簽署	以實際方式加附，或由具備簽署電子通訊意願之人，透過電子符號或程序，簽署或採用在邏輯上與某電子通訊有關的簽名或簽名形式。
(xlv) 特別決議	意指公司依公司法之規定通過的下列特

別決議：

(a) 經具投票權股東親自或透過代理（若允許代理），或法人股東透過適當授權代表，於依此章程規定召集之公司股東大會中投票，至少有三分之二以上通過，且股東大會必須給予適當通知，通知中必須載明有特別決議之提議（通知可依本章程規定修改）；若以投票方式進行，則應計算各股東持有之投票數；

(b) 由當時有權收取公司股東大會召集通知，且有權參加股東大會之所有股東簽署（或代表股東簽署）的書面決議（簽署方式經明示或暗示無條件同意）；或

(c) 若公司僅有一位股東，即應由該股東書面簽署核准，並以文件簽署日為通過該特別決議之有效日。

任何就本章程之任何條款規定均應通過普通決議之目的而言，特別決議均屬有效。

(xlvi) 兼併特別決議

意指公司依公司法通過的以下決議：

(a) 全數股東通過同一類投票權的總數超過百分之七十五；且

(b) 若合併或存續公司發給每一位股東的股份、權利及經濟價值，與股東持有之公司股份相同時，全數股東通過同一類投票之特別決議，

在兩種情況下，無論股東持有之股份是否具有其他事項的投票權，股東均有權投票。

(xlvii) 分立

出讓公司將全部或單一獨立經營業務移轉給一個既存或新設立之公司，並由受讓之既存或新設公司發行新股份給出讓公司，或給出讓公司之股東，作為對價。

(xlviii) A 類特別決議

股東親自或透過代理（若允許代理），就股東有權決議之事項，於持有超過公司發行股份總數至少三分之二股東出席的股東大會中，由至少過半數之出席股東投票通過之決議。

(xlix) B 類特別決議

由股東親自或透過代理（若允許代理），就股東有權決議之事項，於持有超過公司發行股份總數至少過半數股東出席之股東大會中，由至少三分之二的出席股東投票

數通過之決議。

- (l) 存續公司 意指依公司法與中華民國法律之定義，在納入其他一個或數個組成公司進行合併後，唯一存續之組成公司。
  - (li) 股務辦公室 目前保存主要股東名冊之地點。
  - (lii) 證交所 台灣證券交易所。
- (b) 除依上下文應另為解釋外，本章程中使用之公司法定義之詞語，應具公司法規定之意義。
- (c) 本章程中除依上下文應另為解釋外：
- (a) 單數詞語應包含複數，反之亦然；
  - (b) 陽性詞語應包含陰性與中性；
  - (c) 本章程規定之通知，除有其他特別規定外，應以書面為之，且本章程中提及之「以書面」或「書面方式」，均應包括印製、印刷及以永久可識別之形式呈現或複製文字之其他方式；以及
  - (d) 「得」應解釋為允許，「應」應解釋為必須。
- (d) 本章程使用之標題僅為便利之目的而設，不得影響本章程之解釋。

## 股份

3. 董事會得依本章程之規定，就目前尚未發行之所有股份：
- (a) 依照董事會不時決定之對象、方式、條件、附帶權利與限制，對此等股份進行要約、發行、分配與處分，但除了依公司法之規定外，不得有股份以折扣發行；且
  - (b) 依照公司法規定，給予此等股份選擇權並發行相關認股權證或類似契據；
- 且董事會得就此等目的，於當時尚未發行股份中保留適當的數量。
4. 公司得於經全數董事中三分之二出席之董事會過半數核准，及相關類別股份之特別決議核准後，發行不同類別之股份，附帶較公司發行之普通股優先或劣後之權利（「優先股」）。
5. 在發行依上述第 4 條規定核准之任何優先股之前，應修改本章程，以規定優先股之權利與義務，包括但不限於下列條件，亦適用於任何經修改之優先股權利：
- (a) 授權可發行之優先股總數，以及已發行之優先股總數；

- (b) 優先股分配股利與紅利之順序、固定金額或固定的分配比例；
  - (c) 分配公司盈餘資產之順序、固定金額或固定的分配比例；
  - (d) 投票權（一項或數項）之順序或限制（包括規定無任何投票權）；
  - (e) 優先股權利與義務之其他相關事項；及
  - (f) 公司有權或有義務贖回優先股之方式，或說明可能適用的贖回權。
6. 公司發行新股，應經全數董事之三分之二以上出席，以出席的董事過半數決議行之。新股份之發行應隨時受公司授權資本之限制。
7. 公司不得發行任何未付款之股份或部分實付之股份。公司不得發行不記名股。
8. 每次發行新股份時，公司得保留至多百分之十五的新股供本公司及全體從屬公司之員工認購，而可認購股份之員工，應由董事會自行合理裁量決定。
9. 在股份於興櫃市場、證券櫃檯買賣中心或證交所上市的期間內，除股東於股東大會中以普通決議另為決議外，若董事會依第 6 條規定決議發行任何新股份時，公司在依第 8 條保留員工認購股份，且依相關中華民國法律規定保留中華民國上市股份後所剩餘的新股，份應先依相關上市規則公告，並以書面通知每一位當時股東，得依各股東之持股比例進行認購。公司應於此等書面通知中說明，若任何股東未於指定期限內確定認購股份，將喪失該認購權利，若股東原持有股份不到一股，而不足以認購一股新股者，得合併計算數位股東持有之原股份，共同認購一股或數股新股，或以其中一位股東的名義認購新股。原股東未認購之新股得開放公開發行，或透過協商由特定人士（一人或數人）認購。每一位股東皆可自行認購新股，或指定一人或數人認購此等股份。
10. 因下列原因或下列目的而發行之新股，不適用上述第 9 條規定之股東優先權：
- (a) 與其他公司合併，或公司分立，或公司進行任何重整；
  - (b) 公司遵守向本公司及全體從屬公司之員工發行股份認購權證及／或選擇權之義務；
  - (c) 公司遵守公司債券之義務，此等債券係屬可轉換債券或具取得股份權利者；
  - (d) 公司遵守股份認購權證或優先股之義務，此等認股權證或優先股具取得股份權利；或
  - (e) 中華民國法律規定任何其他不適用優先權之規定。
11. 公司在中華民國發行新股增資時，除沒有必要或不適當外，公司應依相關上市規則，將發行新股中的 10% 分配於中華民國公開發行，且上述公開發

行應由公司進行，但是若有普通決議決定發行較上述 10% 更高之比例，即應以此決議決定之比例為主。

12. 經全數董事之三分之二以上出席且出席董事過半數決議，公司得採用一項或數項員工獎勵計畫，在中華民國法律允許之範圍內，依此等計畫給予本公司及全體從屬公司員工股份，或取得此等股份之選擇權、認股權證或其他類似契據。依任何員工股份選擇權計畫給予之股份，或取得股份之選擇權、認股權證或其他類似契據，均不得轉讓，除員工繼承人以外。

## 權利修改

13. 若不同類別的公司股份資本，附帶的所有或任何的特殊權利（除該類股份發行條件另有規定者外），在任何時點有任何重大負面變更或取消時，皆必須經由持有該類股份百分之七十五以上之股東親自出席，或由代表出席之個別股東大會中決議通過核准，否則不得為之。各項此等個別會議，應准用本章程中與公司股東大會及會議程序有關的所有條款，但最低開會人數應有一位或數為發行之相關類別股份的持股人，親自或透過他人代表出席，且出席人持有或代表之股數，至少應達相關類別已發行總股份面值的半數（但因未達上述最低開會人數而重新召開之會議，股東出席即應視為已達最低開會人數）。在遵守該類股份發行條件之前提下，該類股份的每一位股東在投票時，其持有之該類股份的每一股都享有一個投票權。
14. 附帶優先或其他權利所發行任何類別之股份，除該類股份發行條件另有明確規定者外，不應視該類股份持股人權利已受到重大負面變更或取消，尤其是同時或之後創設、分配或發行的其他股份，與公司贖回與購買的任何類別股份享有同等權益時。

## 註冊

15. 董事會應責成保持股東名冊，且股東名冊中應紀錄公司法要求之內容。
16. 在遵守公司法規定之前提下，若董事會認為有需要或適當時，公司得於董事會認為適當之地點建立及保存主要或次要股東名冊，且公司應在上市期間內，將次要股東名冊保存於中華民國境內。

## 股票

17. 股份於興櫃市場、櫃檯證券市場或台灣證券交易所上市期間內，或請公司服務代理人代為交付，公司應向認股人交付股票。本公司發行之股份，得免印製股票，惟應洽證券集中保管事業機構登錄。



## 股份移轉與繼承

18. 在遵守公司法及中華民國法律規定之前提下，公司發行之股份可自由轉讓，但保留發行給本公司及全體從屬公司之員工之任何股份，可能附有不超过兩年的限制移轉期間，或董事會自行裁量可能決定之其他期間。
19. 欲移轉任何股份時，均應以書面為之，該書面形式應為一般或普通形式，或董事會可能依其單獨裁量核准之其他形式。移轉書應由出讓人或出讓人代表核准和簽署，若董事提出要求時，亦應由受讓人代表簽署，且應附相關股份之股票（若有），並應於董事會可能合理要求時，提出證明出讓人具備出讓權利之其他證據。在受讓人名稱於股東名冊中登記為相關股份之持股人之前，應視出讓人為股東。
20. 除滿足下列條件者外，董事會得拒絕登記任何股份之移轉：
  - (a) 移轉書已遞交給公司，並附有相關股份之股票（若有），且在董事會可能合理要求時，提供證明出讓人具備出讓權利之其他證據；
  - (b) 轉讓書應僅限於單一類別之股份；
  - (c) 公司對相關股份不享有任何質權；
  - (d) 若有規定，移轉書應適當蓋印；且
  - (e) 共同持股人移轉股份時，移轉股份之共同持股人的人數不得超過四人。
21. 股東名冊依第 37 條規定關閉時，可能會暫停移轉登記。
22. 所有已登記之移轉書，均應由公司保存，但受董事拒絕登記之任何移轉書，則應返還給原遞交人（有詐欺情事者除外）。
23. 董事會得依其單獨裁量，隨時且不時將主要股東名冊中登記的股份移到次要股東名冊，或將次要股東名冊中登記的股份移到主要股東名冊，或另一個次要股東名冊中。
24. 除董事會另為同意外（董事會同意可能附帶董事會經單獨裁量後，可能不時規定之條件或限制，且董事會有權單獨裁量同意或不同意，無需給予任何理由），登記於主要股東名冊中的股份不應移到次要股東名冊，登記於次要股東名冊中的股份亦不應移到主要股東名冊，或另一個次要股東名冊中。公司之任何股份或其他證券的所有登記移動，以及與所有權有關或會影響所有權的所有其他文件，均應遞交登記。任何登記於次要股東名冊中之股份，應於相關登記地址登記，而任何登記於主要股東名冊中之股份，應於股務辦公室登記。
25. 儘管本章程中已有任何規定，公司仍應儘速且定期將任何次要股東名冊中移動的股份，登記至主要股東名冊中，且應隨時依公司法之各項規定，保持主要股東名冊及所有次要股東名冊。

26. 若有股東身故，且已故股東屬股份之單一持有人或唯一的存續持有人，則已故股東之繼承人及法定個人代表人，應屬公司認定為享有該股份之任何權利的唯一人士。若股份登記為兩名或以上持有人持有，且已故股東為股份之單一或唯一存續持有人時，則已故股東之繼承人（一位或數位）或法定個人代表人，應屬公司認定享有該股份之任何權利的唯一人士。
27. 因股東身故、破產或解散而取得股份權利之任何人，在提供董事會不時適當要求提出之證據後，且在符合本章程下列規定之前提下，有權登記為相關股份之股東，或本身不受登記，而登記為由身故或破產之人移轉之股份，但董事均有權在上述兩種情況下拒絕或暫停登記，且與董事可在身故或破產之人已故或破產之前，拒絕或暫停登記之權利相同。
28. 因原持有人身故或破產而取得股份權利之人，有權享有與股份登記持有人相同之股利與其他利益，但在登記為該股份之股東之前，無權依據該股份於公司會議中執行任何股東權利。

## 股份資本變更

29. 公司得不時透過普通決議進行下列事項：
- (a) 增加股份資本的增資金額、新股股份、新股類別及面值，均應於決議中規定；
  - (b) 合併或分割股份資本之全部或任何部分，成為較目前股份面額較高之股份；
  - (c) 將目前之股份或其中一部分，分割為組織大綱原規定較小之面額；以及
  - (d) 取消在決議通過日尚未由任何人取得或同意取得之任何股份，並依取消之股份金額減低股份資本金額。
30. (A) 公司得透過特別決議進行下列事項：
- (a) 經董事會核准，依第 4 與 5 條規定發行任何優先股；
  - (b) 變更公司名稱；
  - (c) 變更公司股份資本貨幣單位；
  - (d) 在符合公司法與中華民國法律規定之前提下，依公司法與中華民國法律允許之任何方式，減少股份資本及任何資本贖回公積；
  - (e) 依公司法之規定自願解散；及
  - (f) 依第 150 條之規定，變更或修改組織大綱或本章程。
- (B) 公司得透過兼併特別決議，依公司法之規定進行公司合併。

31. (A) 公司得透過 A 類特別決議進行下列事項：
- (a) 簽署、修改或終止租賃其全部業務或信託業務，或與他人正常共同經營之任何契約；
  - (b) 移轉業務或資產之全部或任何重大部分；
  - (c) 接收對公司業務營運有重大影響之其他人的全部業務或資產；
  - (d) 以新股發行方式分配股利或紅利；
  - (e) 依中華民國法律進行任何分立；以及
  - (f) 進行證券私募。
- (B) 若出席股東大會之股東代表的股份，未達上述(A)項規定之最低開會人數，公司得透過 B 類特別決議進行上述事項。
- (C) 依本章程規定必須透過 A 類特別決議／B 類特別決議通過之事項，公司不得以特別決議或普通決議方式核准此等事項。
32. 若上述第 31 條(A)項(a)、(b)或(c)款規定之任何決議，經股東大會依公司法規定通過，而有任何股東在開會前以書面通知公司表示反對此等提議，且隨後於會議中提出反對時，該股東可要求公司依照當時的公平價格購買其持有之所有股份，但是，若股東大會決議之事項，係依第 31 條(A)項(b)款規定，於完成業務或資產移轉後解散公司，則股東即不具有上述要求公司購股之權利。公司業務中有任何部分分立或與任何其他公司合併時，若有股東放棄對此等事項投票之權利，且之後以書面或口頭（經紀錄）方式在股東大會之前或會議中表示反對，則該股東得要求公司依照當時的公平價格買回其持有之所有股份。若公司未於決議日起六十日期間內與股東達成共識，股東得於此六十日期間屆滿起三十日內，向中華民國任何具管轄權之法院申請做出價格判決，且此等中華民國法院判決之價格應具拘束力，並僅於價格事項之範圍內，屬公司與申請股東間之最終決定。

## 股份贖回與購買

33. 公司得依公司法、中華民國法律及本章程之規定，於發行股份條件中規定股份可贖回，或在發生特定事件時或於某個日期必須贖回，或可由公司或股東選擇贖回，贖回條件與方法得由公司於此等股份發行前透過特殊決議決定，但贖回本身股份之付款方式，必須經適當的法律（包括中華民國法律）核准，包括以利潤或發行新股之所得支付。
34. 公司得依公司法、中華民國法律及本章程之規定，經全數董事之三分之二以上出席且出席董事過半數決議，購買本身之股份，以維持公司之信譽與股東權益。購買之股份應視為立即取消。
35. 不得視任何股份之贖回或購買，為任何其他股份贖回或購買之原因。

36. 董事會得依公司法與中華民國法律之規定，在支付贖回或購買股份之款項時，於贖回或購買之股份的發行條件允許，或經此等股份持有人同意下，以現金或實物付款。

### 關閉股東名冊或核定基準日

37. 為認定何等股東有權收取股東會議通知並參加會議，或於會議中投票（包括解散後重新召開之會議），或何等股東有權收取任何股利支付之目的，或為任何其他目的決定何人屬於股東，董事得規定應於某期間內關閉股東名冊，不接受股份移轉。股份於興櫃市場登記或於證券櫃檯買賣中心或證交所上市之期間，股東名冊應於每年股東大會前關閉至少六十（60）日，在特別股東會前關閉至少三十（30）日，以及在股利分配基準日前關閉至少五（5）日。
38. 除關閉股東名冊外，董事會得事先決定某日期，作為決定何等股份有權收取股東會議通知、參加會議或於會議中投票，以及何等股東有權收取任何股利支付之基準日。若董事會依此第 38 條規定指定基準日，則此基準日應屬股東大會前之日期，且董事會應立即依照相關上市規則，於委員會、證券櫃檯買賣中心或證交所指定之網站上公告

### 股東大會

39. 除年度股東大會以外的其他所有股東大會，均應稱為特別股東會議。
40. 董事會得於認為適當時，隨時召開公司股東大會，但公司每一年均應於每一個會計年度結束後六個月內，召集年度股東大會，且應於會議召集通知中載明會議係屬年度股東大會。
41. 董事會應於股東大會（若有）的會議中進行報告。股份於興櫃市場登記或於證券櫃檯買賣中心或證交所上市之期間，所有股東大會均應於中華民國境內進行，若董事會決議在中華民國以外之其他地點舉行股東大會時，公司應於董事會決議後二日內向證券櫃檯買賣中心（或證交所，若適用）申請核准。於中華民國以外其他地區舉行股東大會時，公司應聘請中華民國境內具適當執照之服務代理人，處理此股東大會之行政事務（例如投票）。
42. 任何持續持有公司已發行股份總數至少百分之三（3%）一年以上，有權參加公司股東大會之任何股東（一位或數位），得將載明會議目的之請求開會通知遞交至登記地址或服務代理人，要求董事會召集特別股東大會。若董事會未於請求通知後 15 日內通知股東通知此等會議，請求開會之股東得於委員會核准下，以相同方式自行召開股東大會。

### 股東大會通知

43. 任何年度股東大會，均應提前三十日（任何特別股東大會則應提前十五日）以書面通知，並應載明開會地點、日期與時間，若有特殊事項，亦應載明

該事項之一般性質，依本章程下列規定之方式，或公司於股東大會中決定之其他方式（若有），通知有權投票之人，或依公司本章程規定有權自公司收取此等通知之人。所有通知皆應排除給予（或視為給予）通知之日期，且應載明開會地點、日期與時間，以及開會事項之一般性質。若公司已事先取得股東同意，或公司法或中華民國法律允許時，得透過電子通訊方式發出股東大會通知。

44. 股東大會通知中應載明以下事項為會議之主要內容，且不得作為臨時動議：
- (a) 董事選舉或解任；
  - (b) 組織大綱及／或此章程修改；
  - (c) 公司解散、合併或分立；
  - (d) 簽署、修改或終止租賃其全部業務，或信託業務或與他人正常共同經營之任何契約；
  - (e) 移轉業務或資產之全部或任何重大部分；以及
  - (f) 接收對公司業務營運有重大影響之其他人的全部業務或資產；
  - (g) 進行證券私募；
  - (h) 允許董事進行公司業務範圍內之任何業務；
  - (i) 以新股發行方式分配部分或全部股利或紅利；以及
  - (j) 將公司之下列法定公積（如中華民國法律定義）與資本公積（如中華民國法律定義）資本化：(1)新股溢價發行所得，或(2)公司依原始股東持股比例發行新股給原始股東取得之餽贈所得。
45. 在股份於興櫃市場、證券櫃檯買賣中心或證交所上市之期間，公司應為每一次股東大會製作手冊及相關材料，並依相關上市規則及其他相關中華民國法律之規定，在計畫召開股東大會之日的前十五日，寄給所有股東或供股東索取，且應於委員會及證券櫃檯買賣中心或證交所指定之網站上公告。

## 股東大會程序

46. 股東大會之出席股東必須達到最低開會人數，始得開始進行會議事項。除本章程另有規定外，持有已發行股份總數過半數且具投票權之持股人親自或透過代表出席，就所有目的而言即屬已達到最低開會人數。
47. 一位或數位持有已發行股份總數百分之一（1%）以上之股東，得於相關帳冊結算期間之前，依照公司不時之股東會議規定與程序，以書面向公司提出在年度股東大會中討論之議題。以下提議不得納入議程：包含數個事

項之提議、超過 300 字之提議、由持股未達公司已發行股份百分之一(1%)之股東提出之提議、無法於股東會議決議處理或解決之提議事項。

48. 董事會召集的每一項公司股東大會，均應由董事長擔任會議主席，董事長請假或因故不能行使職權時，由副董事長代理之；無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定常務董事一人代理之；其未設常務董事者，指定董事一人代理之；董事長未指定代理人者，由常務董事或董事互推一人代理之。由任何其他具召集權人召集之股東大會，則應由召集人擔任會議主席，但若有兩人以上共同具備召集權，會議主席應由此等人士中推選一人擔任。
49. 若有任何股東大會之會議主席在指定開會時間過後十五分鐘仍未出席，或不願意擔任主席時，得由董事會提名任何董事擔任主席，若無董事願意擔任主席，出席股東應於出席之人中選出一人擔任該會議之主席。
50. 主席得透過普通決議（若經會議指示必須透過普通決議）不時解散會議，並更改地點重新開會，但任何重開會議中僅得進行解散會議中尚未完成之事項。當會議或解散後重開會議解散後，必須相隔超過五（5）日之期間方可召開下一次的重開會議，且應依原始召開會議之規定發出解散重開會議之通知。除上述規定外，解散後重開會議無需發出任何通知，亦無需通知解散重開會議中將進行之事項。
51. 任何股東大會中提交投票之決議，均應以選票投票方式決定，且應將同意與反對決議票之數量或比例，均紀錄於會議紀錄中。
52. 除公司法或本章程另有明確規定外，股東於任何股東大會中提交決議、核准、確認或採用之任何事項，均應以普通決議通過。
53. 若正反票數相同，會議主席有權投第二票或決定票。

## 股東投票

54. 依當時附帶於任何股份之任何權利義務之規定，每一位親自出席之股東（法人股東可由適當授權代表出席）以及每一位股東之授權代表，均應享有一票。以投票方式決議時，每一位親自出席之股東（法人股東可由適當授權代表出席）以及每一位股東之授權代表每持有一股（股款付清或登記為付清之股份），即應享有一票。
55. 據公司瞭解，依中華民國法律規定，任何應迴避就任何特定決議進行投票，或僅得就任何特定決議投贊成票或反對票之股東或代表該股東，違反此等規定或限制所投之任何票，均不得納入計算。
56. (A) 下列任何股份不得行使投票權：
  - (a) 公司持有任何子公司（依中華民國法律之定義，以下稱「子公司」）具投票權股份之總數或具投票權股權之總數，超過該子公司持有之公司股份具投票權總股數或具投票權總股權的半數；或

- (b) 公司及其分公司直接或間接持有另一家公司具投票權股份之總數，或具投票權股權之總數，超過該公司持有之公司股份具投票權總股數或具投票權總股權的半數。
- (B) 股東大會在通過決議時，不會將任何股東持有不具投票權之股份，納入已發行總股數之計算中。
57. 由數人持有之共同持股，應由共同持股人中選擇一人代表行使股東權利，代表人親自或透過他人代表所為之投票均應為有效投票，但不接受由其他共同持股人投票。
58. 喪失心智能力，或遭任何具管轄權法院命令屬精神錯亂之股東，得由該法院指定之管理人或屬管理人性質之其他人投票，任何此等管理人或其他人亦得請他人代表投票。
59. 股東得簽署公司印製之授權書，以載明授權範圍，指定代表人代表股東出席股東大會。股東僅得針對每一項股東大會簽署一份授權書，指定一位代表人，且應於開會日前最遲五（5）日將此等書面授權書送交公司。若公司收到同一股東交付之兩份以上的書面授權書，除較晚到達公司之授權書中明確說明撤銷先前之書面授權書外，應以首先到達公司之授權書為準。授權書之使用與收購，應依中華民國之相關法律，尤其應以公開發行公司出席股東會使用之委託書規則進行。
60. 當股東已透過書面或電子傳輸行使投票權，同時授權代表人亦出席股東會時，依公司法之規定，應以授權代表人代表該股東行使之投票權為主。
61. 用於指定代表人之文件僅可使用由董事會核准之形式，且限特定會議使用。授權書形式至少應包含下列資訊：(a)如何填寫授權書之指示，(b)依該授權書行使投票之事項，以及(c)相關股東、被授權人及授權書徵求代理人（若有）之基本身分資訊。授權書形式應與相關股東大會之相關通知一併以郵寄或電子傳輸（視情況而定）給股東，且應於相同日期將此等通知與授權書內容，以郵寄或電子傳輸（視情況而定）發送給所有股東。
62. 用於指定代表人之文件應以書面為之，並由指定人或其以書面適當授權之代理人簽名，若指定人為公司，則應加蓋印鑑或由經理人或適當之授權代理人簽署。授權代表人無需為股東。
63. 除受中華民國法律適當核准之信託企業，以及經中華民國主管機關認可之股東的服務代理人外，若有一人同時擔任兩位以上股東之授權代表人時，其代表之票數不得超過公司總投票數的百分之三（3%），超過限制之票數將不納入計算。
64. 任何事項或提議事項或安排若與股東具利害關係，且可能損及公司之利益時，該股東不得行使本身之投票權，亦不得擔任被授權人，代表其他股東投票。在決定出席該會議股東持有之投票權數量時，不得將此等股份納入計算。
65. 若公司僅有一位股東，則該股東依本章程規定簽署之書面決議，均應如同該決議係經公司適當召開與組成股東大會通過般有效。

66. 在符合公司法規定之前提下，股東大會通知中若表明允許以書面或電子傳訊方式投票時，即可透過此等方式進行投票。若股東大會係於中華民國以外之其他地點召開時，公司得依公司法之規定，協助及允許股東以書面或電子傳輸方式投票，且應於開會通知中載明此種投票方式。
67. 依上述第 66 條規定，以書面或電子傳輸方式行使投票權之股東，應納入最低開會人數之計算，但在符合公司法規定之前提下，此等股東應於股東大會進行任何臨時動議，或變更原有提議內容時，放棄其投票權。
68. 股東應於股東大會預定開會日前最遲五（5）日，將書面或電子傳輸投票聲明交付公司。若公司收到兩份以上之聲明書，在符合公司法之前提下，除非較晚到達公司之聲明書中明確表明撤銷先前之聲明書，否則應以首先到達公司之聲明書為主。
69. 若已透過書面或電子傳訊行使投票之股東，希望能親自參加股東大會時，應依公司法之規定，於會議日之最末一日前，以相同方式將撤銷先前說明書的另一聲明書送達公司，表示將行使投票權。若未及時撤銷先前聲明書，將依公司法之規定，以書面或電子傳訊方式所投的票為主。
70. 若召集股東大會之程序或通過決議之程序違反公司法、中華民國法律或本章程之規定時，股東得於決議日後三十（30）日內，向台北地方法院或開曼群島具管轄權之法院提起訴訟，以尋求適當救濟，包括但不限於要求法院宣告通過之決議無效，或取消該決議。

## 會議中之法人股東代表人

71. 任何身為公司股東之公司，均得透過董事或其他管理單位之決議，授權其認為適當之人，於任何公司股東大會或公司任何類別股份之股東大會中擔任股東代表人。經授權之代表人有權代表該公司行使之權力，應與屬自然人股東之公司可行使的權力相同。

## 董事

72. 除公司股東會另有決定外，董事人數應不少於五位，不超過十位，且董事之實際人數得不時由股東會之普通決議決定。董事應首先由章程起草人或過半數選舉或指定，在股份於櫃檯市場或台灣證券交易所上市期間內，董事應包含符合相關法律、法規或規定或上市規則，或其他中華民國法律之規定人數的獨立董事，且其中一人必須為中華民國居民，同時此等獨立董事之資格必須符合上述法規之規定。
73. 此條刪除
74. 董事亦得依中華民國法律採取候選人提名制。此等候選人之提名規則與程序，應遵守董事及普通決議不時制定之政策，惟此等政策應符合法律、此章程、相關上市規則，以及其他相關中華民國法律之規定。
75. 此條刪除



76. 董事得隨時以股東大會 A 類之特別決議解任。若出席此股東大會之股東代表之股數，未達上述規定之法定最低人數時，公司得透過 B 類之特別決議進行上述事項。
77. 董事會應設董事長（以下稱「董事長」），並應由出席董事會議之董事過半數選舉指派，而該會議之最低開會人數應為全體現任董事的三分之二，董事長之任期亦應由現任全體董事至少三分之二董事出席之董事會議過半數決定。董事長應擔任每一次董事會議之主席，若董事長未於董事會議指定開會時間起十五分鐘內出席，出席董事得自行推選一人擔任會議主席。
78. 除相關公司法與中華民國法律另有規定外，董事會得不時採用、設立、修改、變更或撤銷公司之規範政策或主張。董事會應不時透過決議，決定公司與董事會將提出與企業規範事項有關之政策。
79. 董事未持有公司任何股份，應不影響董事之資格。

### 董事費用與報酬

80. 董事報酬應由董事會依照每一位董事參與業務操作的程度及貢獻而決定，且無論公司於某年為盈利或虧損，董事會均應參考該行業的平均標準。
81. 依上述第 80 條之規定，每一位董事均有權事先預支或事後報銷出席董事會議、股東大會、任何類別股份股東大會、公司債務大會，或執行其他董事職務合理支出或可預期合理支出之所有差旅、旅館與相關費用。
82. 任何董事經要求，為公司之任何目的而前往或居住於國外，或提供任何服務，經董事會認定為超越董事之正常職務者，得收取由董事會決定之額外報酬（透過薪資、佣金、分利或其他方式）。此等額外報酬可為依任何其他條款規定支付之任何一般報酬以外的額外報酬，亦得取代此一般報酬。

### 獨立董事與審計委員會

83. 公司之獨立董事人數應不少於三人，亦不得少於董事總數的五分之一。當獨立董事停止行事，而導致董事人數低於規定之三名最低人數時，應於下一次股東大會中選舉獨立董事，當所有獨立董事均停止行事時，公司應於情事發生後 60 日內召開特別股東大會，進行選舉。
84. 獨立董事應具備專業知識，且其持股及兼任職位應受到限制，且獨立董事應於董事職務範圍內保持獨立，不得與公司有任何直接或間接利害關係。專業資格、持股限制及兼任限制、獨立評估等規定，應以中華民國相關證券法律法規為準據。
85. 本公司每年提撥稅後利潤的 1~3% 作為全體董事酬勞，實際金額及其分配由董事會決議辦理之。本公司每年提撥稅後利潤之 3~5% 作為本公司及全體從屬公司之員工紅利，實際金額及其分配由董事會決議辦理之。
86. 本公司依證券交易法規制審計委員會，由全體獨立董事組成。本公司審計委員會之組成、職權事項、議事規則及其他應遵行事項，依證券主管機關之相關規定辦理。

## 替換董事或授權代表

87. 除指定書中另有規定外，任何董事得以書面指定另一位董事擔任其替換人，該替換人有權於董事無法出席董事會議時，代替該董事行事。每一位替代人均有權參加指定替代人之董事無法親自出席之董事會議，並於會議中投票，若替代人本身亦為董事之一，則除了擁有本身之投票權外，尚擁有替代董事的另一個投票權，惟董事得隨時以書面撤銷指定之替代人。此等替代人不得為公司經理人，亦不得視為指定董事之代理人，而替代人之報酬應由指定董事之報酬支付，支付比例應由指定董事與替代人協商而定。
88. 董事得指定另一位董事為其授權代表人，參加指定董事無法親自參與之某項或數項會議，並於會議中依指定董事之指示投票。指定代表人之授權書應以書面為之，並應由指定董事簽名，授權書之形式得為任何通常或一般形式，或董事可能核准之其他形式。授權書必須在使用授權或首次使用授權之會議開始前，遞交予會議主席。

## 董事的權力與職責

89. 依公司法、本章程與中華民國法律，以及股東大會通過之任何決議之規定，公司業務應由董事會負責管理，董事會得支付設立與註冊公司而產生的所有費用，並得行使公司之所有權力。任何董事於公司股東大會通過任何決議前行使之行為，若屬有效時，即不得因通過任何此等決議而成為無效。
90. 董事得不時指定董事認為適當之無論是否為董事的任何其他人，擔任公司經理人負責管理公司，包括但不限於執行長、總經理、一位或數位副總經理、財務長或主計人、司庫人、助理司庫人或經理人，上述人等之任期和報酬（薪資、佣金或分利，或其中數項組合）及權力與職責，均應由董事會適當規定，且任何董事會指定之人，均得由董事會解任。董事會亦得指定一位或數位董事，擔任常務董事之職責，任期與董事任期相同，但任何此等指定均應於任何常務董事，因任何原因停止擔任董事之時自動終止，或公司透過普通決議決定常務董事任期終止時終止。
91. 董事會得指定公司秘書（若有需要，亦得指定一位或數位助理秘書），任期、報酬、條件與權力均應由董事會適當規定，且任何董事會指定之公司秘書或助理秘書，均得由董事會解任。
92. 董事會得將任何董事會權力委任給委員會，該委員會應由董事會認為適當之一位或數位董事會成員組成。任何依此組成之委員會在行使受委任之權力時，均應遵守董事會可能用以規範委員會之任何規定。
93. 董事會得不時且隨時透過授權書（蓋印鑑或簽名），或以其他方式指定任何公司、事務所，或由董事直接或間接指定一人或數人，擔任公司之一位或數位代理人，代理目的、權力、權限與裁量權（不得超過董事依本章程規定具備或可行使者）、期間及條件，均應由董事會適當規定。董事會認為適當之任何此等授權書或其他指定，得包含為此等授權之任何交易對方

提供保護與便利之規定，亦得授權任何此等代理人，得將擁有之所有或任何權力、授權與裁量權，再授權予其他人。

94. 董事會得不時依其認為適當之方式，管理公司之事務。以下三條規定不應限制本條賦予之一般性權力。
95. 董事會得不時且隨時設立任何委員會、當地董事會或管理機構，負責管理公司之任何事務，並得指定任何人擔任此等委員會或當地董事會之成員，亦得指定任何公司經理人或代理人，且得決定任何此等人士之報酬。
96. 董事會得不時且隨時將目前董事會持有之任何權力、授權與裁量權，委任給任何此等委員會、當地董事會、經理人或代理人，並得授權當時擔任此等當地董事會成員之人，或其中之任何人，填補其中任何空缺，且即使有空缺尚未補齊仍得正常行事。任何此等指定或委任皆可附帶董事會認為適當之條件與條款，且董事會得隨時解除指定之任何人，亦得撤銷或變更任何委任，但應依誠信行事，且此等解除或變更不得影響未受通知之人。
97. 董事會依上述就目前董事會持有之所有或任何權力、授權與裁量權所為之委任，均得進行再委任。

#### **董事之借款權力**

98. 董事會得依本章程之規定，行使所有公司借款、抵押或於資產上設質之權力，並得於借款時發行債券、債券股份及其他證券，或作為任何公司或任何第三方負債、責任或義務之擔保。

#### **印鑑**

99. 未經董事會決議授權，不得任何文件蓋印，除了有加蓋印鑑之前或之後獲得董事授權得加蓋印鑑之外，若屬事後授權，得依一般形式給予數次蓋印之授權。加蓋印鑑時應有董事或公司秘書在場，或董事為此目的而指定之一人或數人在場，且上述各個人士均應於現場加蓋印鑑之文件上簽署。
100. 公司得於經董事會指定之某些國家或地點保持印鑑影本，但未經董事會決議授權，不得將此等印鑑影本應用於任何文件上，除了有加蓋印鑑之前或之後獲得董事授權得加蓋印鑑之外，若屬事後授權，得依一般形式給予數次蓋印之授權。使用此印鑑影本時，應有董事為此目的而指定之一人或數人在場，且此等一位或數位人士均應於現場使用印鑑影本之文件上簽署。此類印鑑影本之使用及上述簽署，均應與在董事、公司秘書或董事為此目的而指定一人或數人之面前加蓋印鑑具相同效力。
101. 儘管有上述規定，公司秘書仍有權將印鑑或印鑑影本使用於任何文件上，以證明文件中所載事項皆為屬實，但此等文件不得創設任何對公司具拘束力之義務。

#### **董事喪失資格與董事變更**

102. 董事若有下列情事，其董事職位應空缺：

- (a) 犯重罪（包括但不限於中華民國組織犯罪防制條例下之犯罪），以及受最終裁判判定有罪，且服滿完整刑期至今尚未超過五年；
  - (b) 因詐欺、背信或侵占受判刑一年以上，且服滿完整刑期至今尚未超過兩年；
  - (c) 受終局裁判判定於公職期間內侵占公司或公有資金有罪，且服滿完整刑期至今尚未超過兩年；
  - (d) 依照任何國家法律成為破產，或與債權人進行一般性之任何協議或和解；
  - (e) 因不法使用信用契據而遭拒絕往來，且處分期間尚未屆滿；
  - (f) 喪失所有或部分中華民國法律定義之法律行為能力；
  - (g) 死亡或喪失心智能力，或就任何法條或相關法律之目的而言，成為精神病患，且董事決議該職位空缺；
  - (h) 依任何法律或立法之任何條款命令停止擔任董事，或受禁止擔任董事；
  - (i) 以書面通知公司辭職；
  - (j) 依第 76 條規定解任；或
  - (k) 因董事執行職責時，嚴重違反公司法、中華民國法律或本章程，或導致公司嚴重受損，經公司或股東（一位或數位）依中華民國法律或本章程規定，向中華民國法院請求救濟，包括解任此等董事，且中華民國法院命令應解任。
- 102-1. 繼續一年以上，持有已發行股份總數百分之三以上之股東，得以書面請求監察人或獨立董事為公司對董事提起訴訟。監察人或獨立董事自有前項之請求日起，三十日內不提起訴訟時，前項之股東，得為公司提起訴訟；股東提起訴訟時，法院因被告之申請，得命起訴之股東，提供相當之擔保；如因敗訴，致公司受有損害，起訴之股東，對於公司負賠償之責。
103. 除經證券櫃檯買賣中心、證交所或委員會核准外，公司不得有過半數以上之董事存在下列關係：(1)配偶關係，或(2)中華民國法律定義為二等親以內之親屬關係。
104. 當公司召集股東大會選舉董事時，若原候選人不符合上述第 103 條規定之條件，則於此等董事中票數最低之董事應視為當選無效。擔任董事之人若違反上述第 103 條規定時，應停止其擔任董事職位。
105. 任何董事因任何原因停止擔任董事，而導致董事人數低於五人時，公司應於下一次股東大會時進行董事補選。當董事人數未達依本章程規定同屆董事總數的三分之一時，公司應於此等情事發生起六十日內召開特別股東大會，補選董事。

## 董事會議事程序

106. 董事會得開會（在開曼群島境內或境外）處理業務、解散重新開會，或以董事會認為適當之其他方式規範會議與程序。除另有規定外，任何會議中提起之問題，應由過半數投票決定，若正反票數相同，則由主席投下第二票或決定票。董事會得於董事要求時，隨時召集董事會議。
107. 董事得於此會議之所有參與者皆可相互溝通的情況下，透過電話或類似通訊設備參與任何董事會議，或董事會指定內含董事成員之任何委員會會議。以此種方式參與會議，應視為親自出席該會議。
108. 除另有規定外，董事會進行業務之最低開會人數應為董事總數之過半數董事。授權他人代表或替代董事出席任何會議之董事，應在決定是否具備最低開會人數中，被視為親自出席。
109. 董事在任何方面直接或間接與公司之契約或提議之契約有利害關係者，應於董事會議中聲明此利害關係之性質。任何董事發出表示該董事為任何特定公司或事務所之股東，故公司未來可能與該公司或事務所進行之任何契約，均應視為具有利害關係之一般通知予其他董事，即屬對任何契約利害關係提出之充分聲明。有任何契約或提議契約或安排與董事具利害關係，且可能會損害公司之利益者，該董事不得行使本身之投票權，亦不得代表其他董事投票。依上述規定不得投票或行使投票權之董事的投票權，不應納入會議出席董事投票數計算中（但仍可納入該會議最低開會人數之計算）。
110. 儘管有上述條款規定，除董事職務外，董事仍得兼任公司任何其他職責或獲利職位（審計人職位除外），其任期與條件（例如報酬與其他條件）應由董事決定。董事不會因於任期中兼任公司任何其他職責或獲利職位，而取消其與公司簽署契約之資格。與公司簽署此等契約之董事，或有此等利害關係之董事，亦不會因董事兼任此等職位或已建立忠誠義務關係，而必須將因此等契約或安排取得之任何利益返還予公司。
111. 任何董事均得依本章程之規定，以個人或透過其事務所為公司提供專業服務，且董事或其事務所所有權如同非公司董事一般，就專業服務獲取報酬。但本條規定並未授權董事或其事務所擔任公司之審計人。
112. 董事應製作帳冊或活頁紀錄以紀錄下列事項：
  - (a) 董事指派之所有經理人；
  - (b) 每一次董事會議或董事會委員會會議之出席董事姓名；及
  - (c) 公司所有會議、董事會會議及董事會委員會會議之所有決議與程序。
113. 當董事會議主席簽署此等會議紀錄時，即應視為已適當召開該會議，即使所有董事並未實際會面，或程序上有技術瑕疵者，亦同。

114. 儘管董事組織中有空缺，存續董事仍得正常行事，但若董事人數低於本章程規定之最低開會人數時，存續董事得召開公司股東大會，但不得為任何其他目的行事。
115. 董事會指定之委員會得依董事制訂之任何規則，選舉會議主席。若未選出此等主席，或主席未在任何會議指定開會時間後十五分鐘內出席，則出席委員會成員得自行推選一人擔任該會議主席。
116. 董事會指定之委員會得依其認為適當時召開會議，與解散會議重新召開。任何會議中提起之問題均應依董事制定之任何規則，由出席委員會成員過半數投票決定。
117. 任何董事會議或董事委員會會議中進行之所有事項，或代理董事之任何人進行之事項，即使隨後發現任何此等董事或人士之指派有瑕疵，或此等人士或其中任何人不具資格時，該事項仍應屬有效，即如同此人士已受適當指派且具董事資格一般。
118. 下列事項必須經全體董事至少三分之二以上出席，已出席董事過半數決議行之：
- (a) 簽署、修改或終止租賃其全部業務或信託業務，或與他人正常共同經營之任何契約；
  - (b) 移轉業務或資產之全部或任何重大部分；
  - (c) 接收對公司業務營運有重大影響之其他人的全部業務或資產；
  - (d) 依本章程規定選舉董事會主席；及
  - (e) 發行公司債券。

## 股利

119. 公司得依當時附帶於任何股份之權利與限制，透過普通決議宣告股利及其他已發行股份分配，並授權以公司合法可支付之款項，支付此等股利與分配。
120. 董事會得於建議任何股利之前，於合法可分配款項中保留董事會認為適當之某項或數項公積，且該公積得依董事會之裁量，用於非常狀況或平衡股利，或可適當使用該款項之任何其他目的。除前項公積提列及法令或公開發行公司法令另有規定外，公司每年應於合法可分配款項擬定利潤分配計畫，經董事會通過後提報股東會決議。前項利潤分配計畫中，公司應就可分派利潤中提撥不低於 20% 分配予股東，分配方式得以現金股利或股票股利為之。其中現金股利不得低於發放股東股利總額之 20%，最高以 100% 為上限。
121. 任何股利皆得以支票支付，並郵寄至股東或有權收取股利人之登記地址。若為數人共同持股，則應寄至共同持股人之代表人的登記地址，或股東或

有權人或共同持股人（視情況而定）指定之其他人或其他地址。每一張支票均應以收件人，或股東或有權收取股利人，或共同持股人（視情況而定）指定之其他人為受款人。

122. 所有股利均應依目前附帶於任何股份之權利與限制，就股東持有之股數進行宣布或支付。
123. 若有數人登記為任何股份之共同持股人，則任一人均得有效收取任何股利或股份支付之相關款項。
124. 不得就任何股利向公司要求利息。
125. 應依照公司法之規定，宣布與支付所有股利及其他所有事項。

### 會計、審計與年度報稅

126. 公司業務之會計帳冊，應依董事會不時規定之方式保存。
127. 會計帳冊應保存於註冊地址，或董事會認為適當之其他地點（一處或多處），且應隨時供董事查閱。
128. 除公司法與中華民國法律規定，或具管轄權之法院命令或董事會授權，或公司於股東大會中授權外，股東（非董事之人）或其他人均無任何查閱公司任何會計或帳冊或文件之權利。
129. 董事會應於每一稅務年度結束後，製作財務報告與紀錄，以及公司法與中華民國法律規定之其他報告與文件，並將此等報告、紀錄與文件提交股東大會核准，並應於會議結束後，發放已核准之財務報告及營利分配及／或虧損補足決議之影本給所有股東。但持有不到 1,000 股股份之股東，公司得以公告方式將上述報表與決議通知股東。
130. 董事會應於年度股東大會前十（10）日，將每一年的業務報告與財務報表影本保留於股務代理人辦公室中，但任何股東均有權於股務代理人之正常工作時間內查閱此等文件。董事會應將章程、每一次股東大會之會議紀錄及財務報表影本、股東名冊及公司發行債券之存根，存放於股務代理人之業務辦公室中，任何股東均得於隨時提出相關利益證明文件（一項或數項），並說明所要求事項之範圍後，要求檢閱與影印上述文件。
131. 除本章程另有規定外，董事會得不時決定是否將公司會計與帳冊或其中任何部分，開放給非董事之股東查閱、開放程度、時間、地點與條件或規則。除非經法律或董事會透過普通決議授權，否則股東（非屬董事之人）無任何檢閱任何公司會計、帳冊或文件之權利。
132. 公司業務之紀錄，應僅依董事會不時決定之方法及於財務年度結束時審計，或依相關上市規則或其他中華民國法律之規定為之。
133. 董事會應於每年製作，或委請他人製作之年度稅務申報中，說明公司法規定之細節，且將一份影本送交開曼群島公司註冊處。

## 審計

134. 董事會得指定公司審計人，任期至董事會透過決議解任為止，報酬應由董事會決定。
135. 每一位公司審計人均有權隨時取得公司帳冊、會計與契據，且有權要求公司董事會與經理人提供履行審計人職責所需之資料與說明。
136. 審計人應於董事會要求時，在受指定後的下一次年度股東大會中，報告其任期內之公司會計，且應在任期中之任何時點，於董事會要求或股東大會要求時，進行此等報告。

## 公積資本化

137. (A) 公司得依公司法與中華民國法律之規定，透過 A 類特別決議：
  - (a) 決議將現有公積金額資本化（包括股份溢價帳戶、資本贖回公積與盈虧帳戶），無論是否可分配，均同；
  - (b) 將決議資本化之款項，依股東各自持股比例分配給股東，並代表股東將此等款項用於付清尚未發行，面值相當於應分配款項之股份或債券，且依比例將登記為款項已付清之股份或債券，分配給股東（或股東指定之其他人），或將其中一部分以一種方式支付，另一部分以另一種方式支付。但不得分配之股份溢價帳戶、資本贖回公積與利潤，僅得依第 137 條規定之目的，用於付清尚未發行之股份，並將其登記為股款已付清後，分配給股東；
  - (c) 董事會應進行其認為適當之安排，以解決資本化公積分配時發生之困難，尤其是（但不限於）股份或債券不足一單位分配時，董事會得以其認為適當之方式，處理不到一單位之股份或債券；
  - (d) 授權某人得於與公司簽署（代表所有相關股東）之協議中，規定將有權資本化之股份或債券分配給各個股東、登記為款項已繳清，且透過此等授權簽署之任何此等協議，對所有此等股東均為有效且具拘束力；及
  - (e) 正常進行使決議生效所需之所有行為與事項。
- (B) 若出席此等股東大會之股東代表的股份總數，未達上述(A)項規定之最低開會標準，公司得透過 B 類特別決議進行上述事項。



## 購股要約

138. 董事會應於公司或依相關上市規則指定之公司訴訟或非訟代理人，收到購股要約申請書及相關文件影本後七日內，決議是否應建議股東接受或拒絕購股要約，以及公告下列事項：
- (a) 董事及持有已發行股份 10% 以上之股東持有的股份種類與數量，包括以本身名義持有及以他人名義持有者；
  - (b) 購股要約中對股東之建議，應說明放棄或拒絕購股要約之董事姓名，及其原因（一項或數項）；
  - (c) 在最後一次提交財務報表後，公司財務狀況是否有重大變更，若有變更應就變更提出說明；
  - (d) 購股要約人或其關係企業之股份中，由董事及持有已發行股份 10% 以上之股東持有的股份種類、數量與金額，包括以本身名義持有及以他人名義持有者。

## 股份溢價帳戶

139. 董事會得依公司法規定設立股份溢價帳戶，此等帳戶之不時餘款，應相當於發行任何股份時支付溢價之金額或價值。
140. 贖回或購買股份時，應於任何股份溢價帳戶中扣除此等股份面值與贖回價或買價間之價差，但董事得裁量由公司利潤支付此價差，或由資本支付（若公司法允許）。
141. 公司應隨時遵守公司法中有關股份溢價帳戶、股份附帶溢價及資本贖回公積之規定。

## 解散

142. 若公司依公司法之規定解散，且股東可分配之資產不足以清償股本總數，則應在盡可能之範圍內，以能讓股東依持股比例負擔損失之方式分配資產。若於解散時，股東之可分配資產足以在解散開始時清償股本總數，則盈餘部分應依解散開始時股東之持股比例分配。本條規定不影響依特殊條件條款發行股份之持有人的權利。
143. 公司若需依公司法之規定解散時，清算人應依特別決議與公司法之任何其他規定，以及依相關上市規則，以現金或實物將公司資產之全部或部分分配予股東（無論是否包含相同種類之資產），且得為此目的，給予任何上述將分配之資產，其認為公平之價值，並得決定股東或不同類別股份間之分配方式。清算人得依特別決議，將此等資產全部或任何部分交付信託，清算人得依特別決議認為適當者，由股東作為此等信託之受益人，但資產若帶有任何責任時，不得強制股東接受此資產。

144. 公司應自清算完成之日起十年內，保持所有報表、會計紀錄與文件，並由清算人指定或由公司透過普通決議指定之人保管。

## 通知

145. 除本章程另有規定外，任何通知或文件均得依公司法之規定，由公司或有權發通知之人，以親自送達或傳真，或郵資預付之郵件，或透過受認可之快遞服務(費用預付)發給任何股東，寄到股東登記於股東名冊上之地址，或在所有相關法律法規允許之範圍內，於公開資訊觀測站或公司網站上公告，或以電子方式傳輸至股東為送達此通知，而以書面確認之任何電子郵件號碼或地址。若有數人共同持股，所有通知均應寄至共同持股人中，在股東名冊中登記為共同持股人之代表人的姓名，依此寄出之通知即屬已發給所有共同持股人之通知。
146. 任何股東親自或授權他人代表出席公司之任何會議時，即應就所有目的視為已收到該會議之適當通知，就此等會議召開目的而言，亦同。
147. 任何通知或文件，若依下列方式送達：
- (a) 郵寄或快遞，應於包含通知之信件投郵或交付給快遞人起五日後，視為已送達；
  - (b) 傳真，應於傳輸傳真機器發出報告，確認傳真已完整傳輸至收件人的傳真號碼後，視為已送達；
  - (c) 受認可之快遞服務，應於包含通知之信函送交快遞服務後 48 小時，視為已送達；或
  - (d) 電子郵件，應依公司法之規定，於電子郵件傳輸時，立即視為已送達。

在查驗郵件或快遞服務時，僅需查核包含通知或文件之信函地址為正確，且適當投郵或交付快遞服務即可。

148. 依本章程規定，以郵件寄出或留置任何股東登記地址之任何通知或文件，均應視為已適當送達，即使該股東當時已死亡或破產，且無論公司是否收到死亡或破產通知。除通知或文件送達當時，該股東姓名已非屬股東名冊中之股份持有人外，就所有目的而言，此等送達均應視為對該股東名義下登記為單獨或共同持有之股份，具利害關係之所有人(包括共同持有或主張透過該人或該人名義持有)的通知或文件已充分送達。
149. 所有的公司股東大會通知，均應寄給：

- (a) 在基準日有權收取通知，且已將收取通知地址提供給公司的所有持股人；及

- (b) 因股東死亡或破產而擁有股份權利之任何人，死亡或破產股東必須原本即有權收取會議通知，並已將公司要求之證明文件通知公司，且公司亦認為此等文件充分。

其他人無權收取股東大會通知。

## 組織大綱與章程之修改

150. 公司得依公司法、中華民國法律與本章程之規定，包括但不限於第 13 與 14 條，隨時且不時透過特別決議變更或修改組織大綱或本章程之全部或部分，或變更公司之名稱。

## 組織費用

151. 公司設立前期與組織之費用，應由公司依董事決定之方法、期間與利率折舊予以支付，且支付之款項應納入公司會計紀錄，作為收入及／或資本之相對項目。

## 公司地址

152. 公司註冊地址應為董事會不時決定位於開曼群島之地址。公司除註冊地址外，得由董事不時決定，於開曼群島或其他地點設立並保持辦公室。

## 資訊

153. 董事會應於中華民國境內之股務代理人辦公室，保存本章程、所有股東會議紀錄、財務報告、股東名冊影本，以及公司發行之公司債券存根。公司任何股東均得提交證明文件（一項或數項），表示與其有關的利害關係，並說明利害關係事項之範圍，以及要求檢閱組織大綱、章程、會計帳冊與紀錄，並得影印。
154. 在不影響本章程規定之權利的前提下，股東無權要求提供公司對外公開交易之任何細節資訊，或任何交易秘密或機密程序，以及可能與公司業務有關，且董事會認為與公司股東無利害關係之資訊。
155. 董事會有權將公司持有、保管或控制與公司或其業務有關的任何資訊，提供或揭露予任何法規或司法機關或任何股東，包括但不限於含有股東名冊及公司股份移轉紀錄之資訊。

## 賠償

156. 公司應以公司資產與款項，賠償目前及不時擔任之每一位董事（就此第 156 條規定之目的而言，包括依本章程規定指定之任何替換董事）、常務董事、每一位替換董事、每一位審計人、每一位公司秘書，以及其他經理人（以下各自稱為「受賠償方」），且保證其免責，除因受賠償方本身與公

司業務或事務有關之行為，或於執行或行使職務、權力、授權或裁量權時，有不誠信、故意違反或詐欺以外之其他原因（包括因任何判斷錯誤），而發生或遭受所有訴訟、法律程序、支出、成本、費用、損失、損害或責任外。在不影響上述一般性規定之前提下，該等賠償應包括受賠償方在開曼群島或其他地區之任何法院，抗辯公司或其業務之任何民事程序時，發生之任何成本、費用、損失或責任。

157. 除因受賠償方本身違反誠信、故意違反或詐欺引起之責任外，受賠償方無需向公司負責。

#### **不承認信託**

158. 依本條但書之規定，公司不得承認任何人基於任何信託持有任何股份，且除法律規定外，公司無義務亦不得受強制承認（即使收到通知）任何股份之任何衡平、附條件、未來或部分利益，或除股東名冊規定股東對股份之完整權利外，與股份有關之任何其他權利（本章程或公司法另有規定者，不在此限），儘管有上述規定，公司仍有權承認董事依其絕對裁量決定之任何利益。

#### **財務年度**

159. 除董事會另有規定外，公司財務年度應於每年 12 月 31 日結束，於每年 1 月 1 日開始。

#### **經由繼承經營之註冊**

160. 公司得透過特別決議，決定在開曼全島以外之其他管轄區，於目前公司已設立之地點，經由繼承經營之方式進行註冊。董事會得於依第 160 條規定通過決議後，決定向開曼群島註冊處申請撤銷公司在開曼群島或目前公司設立、註冊或存續之其他管轄區之註冊，並可採取董事認為之所有適當步驟，以便公司可經由繼承經營之方式移轉生效。

161. 本公司得將資本公積之全部或一部份，依中華民國公司法第 241 條規定按股東原有股份之比例發給新股。

(附件五)

## 欣厚科技股份有限公司 股東會議事規則

- 一、本公司股東會議除法令或章程另有規定者外，依本議事規則之規定辦理。本規則未規定事宜，悉依相關法令之規定辦理。
- 二、本公司股東會除法令另有規定外，由董事會召集之。
- 三、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，會議開始時間不得早於上午九時或晚於下午三時。股東會開會過程應予以全程錄音或錄影，且至少保存一年。
- 四、股東得於每次股東會，出具公司印發之委託書載明授權範圍，委託代理人出席股東會。有關委託事項依公司法第一百七十七條規定辦理。
- 五、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，或由出席股東或代理人繳交簽到卡以代簽到。出席股數依簽名簿或繳交之簽到卡計算之。出席股東(或代理人)請配帶出席證。
- 六、股東會之出席及表決，應以股份為計算基準。
- 七、股東常會之召集，應編製議事手冊，並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；其通知經相對人同意者，得以電子方式為之。
- 八、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。
- 九、股東會如由董事會召集者，其主席由董事長擔任之。倘董事長缺席，或因其他任何理由無法行使職權時，其代理依據公司法第二百零八條之規定由副董事長或其他董事代理之。股東會如由董事會以外之其他有召集權人召集者，其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。
- 十、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。
- 十一、會議進行中，主席得酌定時間宣佈休息。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，應配帶『糾察員』字樣臂章。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。

- 十二、參加股東會之人，均不得攜帶足以危害他人生命、身體、自由或財產安全之物品。股東會集會時，股東會主席得請求警察人員到場維持秩序。
- 十三、已屆開會時間，主席應即宣佈開會，惟未有代表已發行股份總數過半數之股東出席時，主席得宣佈延後開會，其延後次數以二次為限，延後時間合計不得超過一小時。仍不足有代表已發行股份總數三分之一以上股東出席時，由主席宣布流會。前項延後二次仍不足額而有代表已發行股份總數三分之一以上股東出席時，得依公司法第一百七十五條第一項規定為假決議。於當次會議未結束前，如出席股東代表股數達已發行股份總數過半數時，主席得將作成之假決議，依公司法第一百七十四條規定重新提請大會表決。
- 十四、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集會，準用前項之規定。會議散會後，股東不得另推選主席於原址或另覓場所續行開會。
- 十五、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。代理人之發言，應按其委託書、公開徵求書面及廣告為之，除法令另有規定外，股東同意概以代理人所為之發言或表決為準。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。
- 十六、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。股東發言違反前項規定或超出議題範圍者，主席得制止其發言。
- 十七、法人受託出席股東會時，該法人僅得指派一人代表出席。  
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。
- 十八、出席股東發言後，主席得親自或指定相關人員答覆。
- 十九、主席對於議案之討論，認為已達可付表決之程度時，得宣布停止討論，提付表決。股東對於會議之事項，有自身利害關係致有害於公司利益之虞時，不得加入表決，並不得代理他股東行使表決權。
- 二十、議案之表決，除公司法另有規定之特別決議應從其規定外，以出席股東表決權過半數之同意通過之，表決時，如經主席徵詢無異議者視為通過，其效力與投票表決同。股東每股有一表決權，但公司依法自己持有之股份，無表決權。股東委託代理人出席股東會，除信託事業或經證期會核准之股務代理機構外，一人同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。
- 二十一、議案投票表決之監票及計票人員，由主席指定之。表決之結果，應當場報告，並做成記錄。但監票人員應具有股東身份，並應監督投票程序、防止不當投票行為、開驗表決票及監督計票員之記錄。  
表決票有下列情形之一者無效，該表決票之權數應不得計算：

- 1.未使用本公司製定之表決票。
- 2.未投入票櫃之表決票。
- 3.無法辨明對議案主張贊成或反對表示之表決票。
- 4.代理人違反『公開發行公司出席股東會使用委託書規則』之規定使用表決票。

二十二、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。

前項議事錄之製作及分發，得以電子方式為之。

第一項議事錄之分發，公開發行股票之公司，得以公告方式為之。

二十三、會議進行時，如遇不可抗力之事件，主席應即宣佈停止開會各自疏散，俟停止開會之原因消滅後，由主席決定是否繼續開會。

本規則經董事會決議送股東會通過後實行，修正時亦同