



Ventec International Group Co., Ltd.

2019 Annual Shareholders' Meeting

Meeting Handbook

Time: 9 a.m., Tuesday, June 18, 2019

Place: 3F., No. 397, Xingshan Rd., Neihu Dist., Taipei City 114, Taiwan (R.O.C.)

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Ventec International Group Co., Ltd.

2019 Annual Shareholders' Meeting Procedures

1. Call the Meeting to Order
2. Chairman's Speech
3. Management Presentation
4. Ratifications
5. Discussions
6. Extempore Motions
7. Meeting Adjournment

Ventec International Group Co., Ltd.

2019 Annual Shareholders' Meeting Agenda

1、Time: 9 a.m., Tuesday, June 18, 2019

2、Place: 3F., No. 397, Xingshan Rd., Neihu Dist., Taipei City 114, Taiwan (R.O.C.)

3、Call the Meeting to Order

4、Chairman's Speech

5、Management Presentation

(I) 2018 Business Report

(II) Audit Committee Review Report on the Company's 2018 Financial Statements

(III) 2018 Distribution Proposal of Directors' Remuneration and Employee Bonus

(IV) Lending Funds to Other Parties

(V) Endorsement and Guarantee Provided

(VI) Amendments to the Regulations Procedure for Board of Directors Meeting

6、Ratifications

(I) Approval of 2018 Business Report and Financial Statements

(II) Approval of 2018 Earnings Distribution Proposal

7、Discussions

(I) Amendments to the Articles of Association (Special Resolution passed)

(II) Amendments to the Rules of Procedure for Shareholders' Meetings

(III) Amendments to the Rules for Election of Directors

(IV) Amendments to the Procedures the Acquisition or Disposition of Assets

(V) Amendments to the Procedures the Acquisition or Disposition of Assets for Subsidiaries

(VI) Amendments to the Procedures for Lending Funds to Other Parties

(VII) Amendments to the Procedures for Endorsements and Guarantees

8、Extempore Motions

9、Meeting Adjournment

Management Presentation

1.The Company's 2018 Business Report is hereby submitted.

Explanation:Please refer to Attachment 1 for the 2018 Business Report
(Pages 9-12).

2.The Audit Committee Review Report on the Company's 2018 Financial Statements is hereby submitted.

Explanation: Please refer to Attachment 2 for the 2018 Audit Committee Review Report
(Page 13).

3.The Company's 2018 Distribution Proposal of Directors' Remuneration and Employee Bonus is hereby submitted.

Explanation: The profits shall be distributed in accordance with the provisions in the Articles of Association of this Company and the Company Act, and 6.5%, that is, USD952,000, shall be set aside as employee remunerations; 2%, that is, USD291,000 shall be set aside as director remunerations; the profits shall be distributed in the form of cash.

4. The status of Lending Funds to Others Parties.

Explanation: Please refer to Attachment 4 for the status of Lending Funds to Others Parties (Pages 24).

5、 The status of Endorsement and Guarantee Provided.

Explanation: Please refer to Attachment 5 for the status of Lending Funds The status of Endorsement and Guarantee Provided (Pages 25).

6、 The amendments to the RegulationsProcedure for Board of Directors Meeting.

Explanation: In accordance with the amendments to the M&A of the Company, the Regulations Procedure for Board of Directors Meeting were approved by the Board of Directors on March 11, 2019. Please refer to Attachment 6 for the ComparisonTable for Amendments to the RegulationsProcedure for Board of Directors Meeting (Page 26)and refer to Appendix 1 for the Amendments to the RegulationsProcedure for Board of Directors Meeting (Pages78-83)

Ratifications

Case No.1 (Proposed by the Board of Directors)

Proposal:

The Company's operational and business report and consolidated financial statements for 2018.

Explanation:

- 1.The business report, earnings distribution table and consolidated financial statements for the year 2018 were duly audited by the CPAs of Deloitte & Touche, Chen,Chun-Hung and Chien,Ming-Yeno, with an unqualified opinion report. The Business Report and Consolidated Financial Statements have also been audited by the Audit Committee and submitted along with the review report.
- 2.Please refer to Attachment 1 (pages9-12), Attachment3 (page 14-23),.
- 3.The case is hereby submitted for ratification.

Resolution:

Case No.2(Proposed by the Board of Directors)

Proposal:

The Company's earnings distribution for 2018.

Explanation:

1. Please refer toAttachment 7 (page27) the 2018 EARNINGS DISTRIBUTION TABLE.
- 2.Cash dividend distribution would be distributed until and rounding to NT dollar, with fractions of the dollar of the cash dividend being eliminated; the odds in total should be calculated into equity ofthe Company
- 3.After the proposal approved at the shareholders' meeting, the Board of Directors will be authorized to set the base date for cash allocation.
4. If the Company's earnings distribution is changed before the base date scheduled, resulting in a change in the number of shares outstanding as a result of repurchase ofshares, transfer of treasury stock, registration, conversion of convertible corporatebonds or employee stock warrants, a proposal will be made to the shareholders' meeting to authorize the Board of Directors to adjust the dividend distribution ratio.
5. The case is hereby submitted for ratification.

Resolution:

Discussions

Case No.1 (Proposed by the Board of Directors)

Proposal:

The amendments to the Articles of Association .(Special Resolution passed)

Explanation:

- 1.The Company has revised partial provisions in accordance with the newly amended Checklist for Protecting the Interests of Shareholders of Registered Countries for Listings of Foreign Entities by the competent authority by the Order No. 1071703794 from TWSE issued on November 30,2018. Please refer to Attachment 8 for the Comparison Table for Amendments to the Articles of Association (Pages 28-39).
- 2.Please refer to Appendix 2 for before Amendment to the Articles of Association. (Pages 84-126).
- 3.The case is hereby submitted for discussion..

Resolution:

Case No.2 (Proposed by the Board of Directors)

Proposal:

The amendments to the Rules of Procedure for Shareholders Meetings of the Company.

Explanation:

- 1.In accordance with the amendment to the Articles of Association , the company hereby proposes to amend some articles of the Rules of Procedure for Shareholders, Please refer to Attachment 9 for the Comparison Table for the Rules of Procedure for Shareholders Meetings. (Pages 40- 42).
- 2.Please refer to Appendix 3 for before Amendment to the Rules of Procedure for Shareholders Meetings. (Pages 127-133).
- 3.The case is hereby submitted for discussion..

Resolution:

Case No.3 (Proposed by the Board of Directors)

Proposal:

The amendments to the Rules for Election of Directors of the Company.

Explanation:

- 1.In accordance with the amendment of the to the Articles of Association , the company hereby proposes to amend some articles of the Rules for Election of Directors .,Please refer to Attachment 10 for the Comparison Table for the Rules for Election of Directors. (Page 43).
- 2.Please refer to Appendix 4 for before Amendment to the Rules for Election of Directors. (Pages 134-137).
- 3.The case is hereby submitted for discussion..

Resolution:

Case No.4 (Proposed by the Board of Directors)

Proposal:

The amendments to the Procedures the Acquisition or Disposition of Assets of the Company.

Explanation:

- 1.The Company has revised partial provisions in accordance with the newly amended Regulations Governing Loaning of Funds and Making of the Procedures the Acquisition or Disposition of Assets by the Public Companies by the Order No.1070341072 from FSC issued on November 26, 2019. Please refer to Attachment 11 for the Comparison Table for Amendments to the Procedures for the Acquisition or Disposition of Assets (Pages 44-71).
- 2.Please refer to Appendix 5 for before Amendment to the the Procedures the Acquisition or Disposition of Assets. (Pages 138-169).
- 3.The case is hereby submitted for discussion..

Resolution:

Case No.5 (Proposed by the Board of Directors)**Proposal:**

The amendments to the Procedures the Acquisition or Disposition of Assets for Subsidiaries

Explanation:

- 1.The Company has revised partial provisions in accordance with the newly amended Regulations Governing Loaning of Funds and Making of the Procedures the Acquisition or Disposition of Assets by the Public Companies by the Order No.1070341072 from FSC issued on November 26, 2019. Please refer to Attachment 11 for the Comparison Table for Amendments to the Procedures for the Acquisition or Disposition of Assets (Pages 44-71).
- 2.Please refer to Appendix 5 for before Amendment to the the Procedures the Acquisition or Disposition of Assets. (Pages 138-169).
- 3.The case is hereby submitted for discussion..

Resolution:**Case No.6 (Proposed by the Board of Directors)****Proposal:**

The amendments to the Procedures for Lending Funds to Other Parties.

Explanation:

- 1.The Company has revised partial provisions in accordance with the newly amended Regulations Governing Loaning of Funds and Making of the Procedures the Acquisition or Disposition of Assets by the Public Companies by the Order No.1080304826 from FSC issued on March 7, 2019. Please refer to Attachment 12 for the Comparison Table for Amendments to the Procedures for Lending Funds to Other Parties (Pages 72-74).
- 2.Please refer to Appendix 6 for before Amendment to the the Procedures for Lending Funds to Other Parties (Pages 170-174).
- 3.The case is hereby submitted for discussion..

Resolution:

Case No.7 (Proposed by the Board of Directors)**Proposal:**

The amendments to the Procedures for for Endorsements and Guarantees.

Explanation:

- 1.The Company has revised partial provisions in accordance with the newly amended Regulations Governing Loaning of Funds and Making of the Procedures the Acquisition or Disposition of Assets by the Public Companies by the Order No.1080304826 from FSC issued on March 7, 2019. Please refer to Attachment 13 for the Comparison Table for Amendments to the Procedures for Endorsement and Guarantee. (Pages 75-77).
- 2.Please refer to Appendix 7 for before Amendment to the the Procedures for for Endorsements and Guarantees (Pages 175-180).
- 3.The case is hereby submitted for discussion..

Resolution:

Extempore Motions

Meeting Adjournment

【Attachment 1】

I. BUSINESS REPORT TO SHAREHOLDERS

Ladies and Gentlemen,

The summary of the Company's 2018 annual operating performance is as follows:

1.2018 Business Report

1.1 consolidated profit and loss comparison of operating results:

Unit:NT\$thousands ,
Except Earnings Per Share

Year	2018	2017	Increase (decrease) Amount	Increase (decrease) ratio (%)
NET REVENUE	5,413,656	4,962,230	451,426	9.10%
COST OF REVENUE	4,067,705	3,711,603	356,102	9.59%
GROSS PROFIT	1,345,951	1,250,627	95,324	7.62%
OPERATING EXPENSES	858,511	736,897	121,614	16.50%
PROFITFROMOPERATIONS	487,440	513,730	(26,290)	(5.12)%
NON-OPERATING INCOME AND EXPENSES	12,689	(166,465)	179,154	(107.62)%
PROFIT BEFORE INCOME TAX	500,129	347,265	152,864	44.02%
INCOME TAX EXPENSE	94,865	48,945	45,920	93.82%
NET PROFIT FOR THE YEAR	405,264	298,320	106,944	35.85%
EARNINGS PER SHARE	6.75	5.40	1.35	25.00%

1.2. Budget execution:The Company did not publicly disclose any financial forecasts for 2018.

1.3. Summary of cash flow statements and analysis of profitability: In recent years, the sales volume has grown gradually. In 2018, a cash capital increase was carried out to raise working capital, enhance the current ratio, and improve the financial structure. Profitability has been improved and solvency is excellent.

1.4.Results of research and development: In response to the advent of 5G telecommunications technology, e-vehicles, and self-driving systems, the Company is firmly committed to the advancement of high-frequency and high-speed materials and high-end thermal interface materials with a heat conductivity coefficient of 7.0 or higher to solicit orders from large telecommunication manufacturers (e.g., Huawei, Zhongxing, Samsung, Ericsson, and Nokia), manufacturers of cloud computing and storage terminals (e.g., Google, HP, Dell, Inspur, AR/VR/ AI) and e-vehicle and self-driving system manufacturers. The projected approval and adoption of such products starting in the second half of 2019 is expected to contribute to the Company's revenues.

2、Summary of Year 2019 business plan

2.1. Operating strategy:

The Company continues its deep commitment to the copper clad laminate (CCL) industry and upholds the core values of innovation, teamwork,

cooperation, and sharing. It is firmly dedicated to providing high-performance products and places high emphasis on excellent collaboration with customers, suppliers, employees, and shareholders. We provide visionary global supply chain solutions that encompass the process from the creation of samples to the adoption of new products and mass production. We aim to achieve high-standard management centered around the concepts of quality, speed, cost, and service and strive to satisfy market and customer demands in the fields of products and technologies with the ultimate goal of maximizing corporate values.

2.2. Expected Sales Volume and Its Basis:

The US-China trade conflicts and cut-throat competition in the high-tech industry have resulted in high market volatility. Based on a balanced development strategy characterized by a firm foothold in Asia and global deployment, customers are distributed evenly and strides have been made in the development of special materials. A constant increase in the field of certifications and order volume is expected to lead to continued growth in the area of production and marketing. The business philosophy of the Company mainly focuses on products with high profit margins (e.g., aluminum substrate, PI products, and diversified products in small quantities for US and European markets) rather than the pursuit of high output growth. Due to the constantly increasing aluminum substrate output and the launch of a whole series of 5G products, a balanced expansion of application areas and order volumes has been achieved.

2.3. Significant production and sales policies: :

Looking ahead to 2019, various factors including lingering protectionism, serious interference of politics into hi-tech industry development, increased economic volatility caused by post-Brexit effects, and the cooling down of the Chinese economy will cause uncertainty to pervade the global economy. Due to the pessimistic economic outlook in most countries in 2019, national governments are expected to adopt a large number of diversified public policies to provide economic stimulus and ease the burden of enterprises generating mixed reactions. Competitive pressures in the CCL industry will continue to persist. Against this backdrop, the Company has adopted the following development strategies:

(1) Marketing strategy:

- (A) Continued focus on products that require a high level of trust and certification and enhancement of product mixes and customer structure to increase profitability and alleviate competitive pressures.
- (B) Active development of new markets such as 5G, self-driving systems, and e-vehicles and new customers to spread out risks.
- (C) Establishment of long-term partnerships with customers and suppliers.

(2) Manufacturing policy:

- (A) Implementation of a policy of constant quality enhancements and increased investments in automated and smart manufacturing with the goal of cost reduction

(B) Constant enhancement of teamwork, efficiency, and productivity of employees.

(3) Financial strategy:

More support from banks is available due to the recent approval of the listing application in Taiwan. In addition, capital increase may be conducted in line with business expansion needs to enhance the financial structure and make steady strides toward corporate sustainability provided that profitability remains unaffected.

3、Future corporate development strategy:

3.1. Marketing strategy:

- (1) Formation of strategic alliances with key clients to stabilize revenue sources and enhance competitiveness.
- (2) Establishment of diversified marketing channels for new products to spread risks and maximize profits.

3.2. Manufacturing policy: Cooperation with international manufacturers to raise technology standards.

3.3. R&D strategy:

- (1) In response to the imminent adoption of 5G and AI and gradual maturing of technologies required for smart applications for living spheres, the Company continues to develop high-end materials with high frequency and high speed characteristics.
- (2) Constant development of eco-friendly thermal interface materials in response to the rising power demands of energy-efficient lighting.
- (3) Development of new semiconductor substrates and packaging materials to satisfy the functional requirements of IC packaging with high density and integration characteristics as the main focus of future growth.

3.4. Financial strategy:

- (1) Acquisition of cheaper funding through full utilization of all financing tools available on capital markets as financial resources for Company operations.
- (2) Sound utilization of financial management tools to enhance capital utilization efficiency and create added value.

4、Impacts from External Competition, Laws and Regulations, and Macroeconomic Factors

4.1. External Competition:

The CCL industry is still facing the problem of excessive production capacities and constant competition between same-industry businesses. Price pressures persist in a climate of fierce market competition. Constant provision of products at highly competitive prices, a close rapport with clients, a clear understanding of customer demands, and rapid service provision are therefore key requirements. The provision of high-quality product and sales services helps minimize negative impacts of price competition. In addition, the Company continues to improve its competitive edge in the field of special materials in addition to optimization of its product mixes. The location of Corporate HQ in China which is characterized by market clusters and

innovation ensures high market sensitivity. Ventec is one of the few CCL manufacturers with a global outlook and a constantly improving competitiveness

4.2. Laws and Regulations

The Company has acquired wastewater discharge and water pollutant discharge permits for its subsidiaries in China (VT SZ, VT JY, VT SZWT). The Taiwanese subsidiary (VT TW) has obtained toxic chemical registry and stationary source operation and setup permits and has established dedicated environmental protection units with relevant personnel. Soil and groundwater pollution remediation fees, stationary source fees, and air pollution control fees are paid in a timely manner. The Company places high emphasis on environmental issues and actively invests in environmental protection equipment. It meets all legal requirements and makes all necessary preparations to minimize uncertainty risks.

4.3. Macroeconomic Environment

- (1) Increasing raw material and manpower costs: Constant optimization of product mixes, active cultivation of exceptional talent for diverse fields, firm commitment to enhancement of employee work efficiency, maintenance of overall competitiveness, and maximization of economic benefits.
- (2) Rising trade protectionism: Constant focus on global deployment, close contact with global clients and suppliers, maintenance of market sensitivity, and reduction of business risks.
- (3) Brexit has led to an increased volatility of the European market. The Company has therefore strengthened the sales and technical teams of its German subsidiary to cope with the impact of Brexit on delivery efficiency and speed and mitigate unfavorable effects of Brexit.
- (4) The Company aims to further improve its financial health and minimize its financial risks through utilization of capital market competitiveness and search for medium- and long-term credit lines in Taiwan during listing review

Sincerely,

Chairman: Lao, Kai-Lu
General Manager: Chung, Chien-Jen
Chief Financial Officer: Tu, Jennifer

【Attachment 2】

Ventec International Group Co., Ltd.
Audit Committee Review Report

The Board of Directors herewith submits the 2018 Business Report, Consolidated Financial Statements, and Profit Distribution Proposal, including the consolidated financial statements that have been audited by the Deloitte & Touche accounting firm, who have issued an audit report. The aforementioned business report, consolidated financial statement, and profit distribution proposal have been audited by this Audit Committee, and the Committee does not find any discrepancies. Thus, this report is made in conformity with Article 14-4 of the Securities and Exchange Act and Article 219 of the Company Act; kindly review accordingly.

Sincerely,

Ventec International Group Co., Ltd. 2019 Shareholders' Meeting

Ventec International Group Co., Ltd.

Conver of the Audit Committee: Chen, Tsung-Hsi

11th March 2019

INDEPENDENT AUDITORS' REPORT

The Board of Directors and Shareholders
Ventec International Group Co., Ltd.

Opinion

We have audited the accompanying consolidated financial statements of Ventec International Group Co., Ltd. and its subsidiaries (collectively, the “Group”), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the consolidated statements of comprehensive income, changes in equity and cash flows for the years then ended, and the notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Group as of December 31, 2018 and 2017, and its consolidated financial performance and its consolidated cash flows for the years then ended in accordance with the Regulations Governing the Preparation of Financial Reports by Securities Issuers and International Financial Reporting Standards (IFRS), International Accounting Standards (IAS), IFRIC Interpretations (IFRIC), and SIC Interpretations (SIC) endorsed and issued into effect by the Financial Supervisory Commission of the Republic of China.

Basis for Opinion

We conducted our audits in accordance with the Regulations Governing Auditing and Attestation of Financial Statements by Certified Public Accountants and auditing standards generally accepted in the Republic of China. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Group in accordance with The Norm of Professional Ethics for Certified Public Accountant of the Republic of China, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements for the year ended December 31, 2018. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Key audit matters of the Group's consolidated financial statements for the year ended December 31, 2018 are stated as follows:

Validity of Specific Revenue

The amount of revenue derived from partial customers was NT\$2,513,388 thousand, representing 46% of total revenue of the Group for the year ended December 31, 2018. Since the amount of revenue derived from specific customers significantly increased compared to the figure for the year ended December 31, 2017, the validity of the revenue derived from specific customers has been identified as a key audit matter.

Refer to Note 4 to the Group's financial statements for the accounting policy of revenue recognition.

The main audit procedures we performed for validity of specific revenue are as follows:

1. We obtained an understanding and tested the internal control design and operating effectiveness of the validity of revenue derived from specific customers.
2. We sampled the transaction documents related to revenue derived from specific customers, including sales order, shipping, and receipt documents.
3. We sampled the payee, payment terms and the time of receipt of payment related to revenue derived from specific customers to verify the validity of revenue.

Valuation of Inventory

As of December 31, 2018, the carrying amount of the Group's inventory was NT\$740,431 thousand (i.e. the total inventory cost of NT\$787,027 thousand with a deduction of the allowance for inventory valuation of NT\$46,596 thousand), representing 17% of the Group's total assets. As the Group's inventory was stated at the lower of cost or net realizable value in accordance with IAS 2 "Inventories", which involved critical judgement and accounting estimates by the management, the valuation of inventory has been identified as a key audit matter.

Refer to Notes 4, 5 and 9 to the Group's financial statements for the related accounting policies and disclosures on inventory valuation.

The main audit procedures we performed for valuation of inventory are as follows:

1. We obtained an understanding of the appropriateness of the Group's policies and methods of the allowance for inventory valuation.
2. We obtained the inventory assessment prepared by the management which was stated at the lower of cost or net realizable value, sampled the latest inventory quotation of the inventory at the end of the period, tested whether the value of the inventory was lower by the cost and net realizable value, and assessed the basis for the management's estimated net realizable value and its reasonableness.
3. We performed a year-end observation of physical inventory count and assessed the physical condition of inventory to evaluate the reasonableness of inventory provisions of obsolete and damaged goods.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with the Regulations Governing the Preparation of Financial Reports by Securities Issuers and the IFRS, IAS, IFRIC, and SIC endorsed and issued into effect by the Financial Supervisory Commission of the Republic of China, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance (including the audit committee) are responsible for overseeing the Group's financial reporting process.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the auditing standards generally accepted in the Republic of China will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with the auditing standards generally accepted in the Republic of China, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
4. Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

5. Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
6. Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements for the year ended December 31, 2018 and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partners on the audit resulting in this independent auditors' report are Chun-Hung Chen and Ming-Yen Chien.

Deloitte & Touche
Taipei, Taiwan
Republic of China

March 11, 2019

Notice to Readers

The accompanying consolidated financial statements are intended only to present the consolidated financial position, financial performance and cash flows in accordance with accounting principles and practices generally accepted in the Republic of China and not those of any other jurisdictions. The standards, procedures and practices to audit such consolidated financial statements are those generally applied in the Republic of China.

For the convenience of readers, the independent auditors' report and the accompanying consolidated financial statements have been translated into English from the original Chinese version prepared and used in the Republic of China. If there is any conflict between the English version and the original Chinese version or any difference in the interpretation of the two versions, the Chinese-language independent auditors' report and consolidated financial statements shall prevail.

VENTEC INTERNATIONAL GROUP CO., LTD. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2018 AND 2017 (In Thousands of New Taiwan Dollars)

ASSETS	2018		2017	
	Amount	%	Amount	%
CURRENT ASSETS				
Cash (Notes 4 and 6)	\$ 324,963	8	\$ 290,288	7
Notes receivable (Notes 4, 8, 14 and 27)	40,846	1	60,018	1
Trade receivables (Notes 4, 8, 14, 26 and 27)	1,615,458	38	1,459,645	34
Other receivables (Notes 4 and 8)	21,926	-	19,349	1
Current tax assets (Notes 4 and 20)	1,126	-	7,794	-
Inventories (Notes 4, 5 and 9)	740,431	17	707,145	17
Prepayments (Notes 4, 13, 14, 23 and 27)	49,796	1	52,715	1
Other financial assets (Notes 4, 14 and 27)	162,405	4	271,750	6
Other current assets	<u>2,562</u>	<u>-</u>	<u>3,163</u>	<u>-</u>
Total current assets	<u>2,959,513</u>	<u>69</u>	<u>2,871,867</u>	<u>67</u>
NON-CURRENT ASSETS				
Property, plant and equipment (Notes 4, 11, 14 and 27)	1,040,106	24	1,156,935	27
Goodwill (Notes 4 and 12)	69,699	2	67,532	2
Intangible assets (Note 4)	2,711	-	4,562	-
Deferred tax assets (Notes 4 and 20)	64,874	2	64,670	1
Long-term prepayments for leases (Notes 4, 13, 14, 23 and 27)	77,305	2	81,281	2
Refundable deposits	36,547	1	58,615	1
Other non-current assets	<u>9,987</u>	<u>-</u>	<u>5,191</u>	<u>-</u>
Total non-current assets	<u>1,301,229</u>	<u>31</u>	<u>1,438,786</u>	<u>33</u>
TOTAL	<u>\$ 4,260,742</u>	<u>100</u>	<u>\$ 4,310,653</u>	<u>100</u>
LIABILITIES AND EQUITY				
CURRENT LIABILITIES				
Short-term borrowings (Notes 8, 11, 13, 14 and 27)	\$ 910,823	21	\$ 1,818,145	42
Financial liabilities at fair value through profit or loss - current (Notes 4, 7 and 19)	-	-	1,285	-
Trade payables (Note 26)	913,221	22	689,795	16
Other payables (Notes 15 and 26)	302,231	7	245,671	6
Current tax liabilities (Notes 4 and 20)	71,412	2	28,006	-
Current portion of long-term borrowings (Notes 11, 14 and 27)	12,126	-	32,270	1
Other current liabilities	<u>8,688</u>	<u>-</u>	<u>6,658</u>	<u>-</u>
Total current liabilities	<u>2,218,501</u>	<u>52</u>	<u>2,821,830</u>	<u>65</u>
NON-CURRENT LIABILITIES				
Long-term borrowings (Notes 11, 14 and 27)	126,672	3	158,066	4
Deferred tax liabilities (Notes 4 and 20)	118,486	3	145,735	3
Net defined benefit liabilities - non-current (Notes 4 and 16)	35,254	1	34,803	1
Other non-current liabilities	<u>3,221</u>	<u>-</u>	<u>3,748</u>	<u>-</u>
Total non-current liabilities	<u>283,633</u>	<u>7</u>	<u>342,352</u>	<u>8</u>
Total liabilities	<u>2,502,134</u>	<u>59</u>	<u>3,164,182</u>	<u>73</u>
EQUITY ATTRIBUTABLE TO OWNERS OF THE COMPANY (Notes 4, 10, 16, 17 and 22)				
Ordinary shares	<u>646,143</u>	<u>15</u>	<u>586,143</u>	<u>14</u>
Capital surplus	<u>450,263</u>	<u>11</u>	<u>128,875</u>	<u>3</u>
Retained earnings				
Legal reserve	29,849	1	-	-
Special reserve	200,000	4	-	-
Unappropriated earnings	<u>542,300</u>	<u>13</u>	<u>420,714</u>	<u>10</u>
Total retained earnings	<u>772,149</u>	<u>18</u>	<u>420,714</u>	<u>10</u>
Exchange differences on translating the financial statements of foreign operations	<u>(109,947)</u>	<u>(3)</u>	<u>10,739</u>	<u>-</u>
Total equity	<u>1,758,608</u>	<u>41</u>	<u>1,146,471</u>	<u>27</u>
TOTAL	<u>\$ 4,260,742</u>	<u>100</u>	<u>\$ 4,310,653</u>	<u>100</u>

The accompanying notes are an integral part of the consolidated financial statements.

VENTEC INTERNATIONAL GROUP CO., LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017 (In Thousands of New Taiwan Dollars, Except Earnings Per Share)

	2018		2017	
	Amount	%	Amount	%
NET REVENUE (Note 4)	\$ 5,413,656	100	\$ 4,962,230	100
COST OF REVENUE (Notes 4, 9, 19 and 26)	<u>4,067,705</u>	<u>75</u>	<u>3,711,603</u>	<u>75</u>
GROSS PROFIT	<u>1,345,951</u>	<u>25</u>	<u>1,250,627</u>	<u>25</u>
OPERATING EXPENSES (Notes 19 and 26)				
Selling and marketing expenses	491,861	9	417,727	9
General and administrative expenses	220,106	4	206,205	4
Research and development expenses	<u>146,544</u>	<u>3</u>	<u>112,965</u>	<u>2</u>
Total operating expenses	<u>858,511</u>	<u>16</u>	<u>736,897</u>	<u>15</u>
PROFIT FROM OPERATIONS	<u>487,440</u>	<u>9</u>	<u>513,730</u>	<u>10</u>
NON-OPERATING INCOME AND EXPENSES (Notes 4 and 19)				
Other income	14,707	-	21,854	1
Other gains and losses	86,941	2	(96,740)	(2)
Interests expense	<u>(88,959)</u>	<u>(2)</u>	<u>(91,579)</u>	<u>(2)</u>
Total non-operating income and expenses	<u>12,689</u>	<u>-</u>	<u>(166,465)</u>	<u>(3)</u>
PROFIT BEFORE INCOME TAX	500,129	9	347,265	7
INCOME TAX EXPENSE (Notes 4 and 20)	<u>94,865</u>	<u>2</u>	<u>48,945</u>	<u>1</u>
NET PROFIT FOR THE YEAR	<u>405,264</u>	<u>7</u>	<u>298,320</u>	<u>6</u>
OTHER COMPREHENSIVE INCOME (LOSS) (Notes 4, 16 and 17)				
Items that will not be reclassified subsequently to profit or loss:				
Remeasurement of defined benefit plans	4,785	-	(2,336)	-
Exchange differences arising on translation to the presentation currency	<u>37,900</u>	<u>1</u>	<u>(59,419)</u>	<u>(1)</u>
	<u>42,685</u>	<u>1</u>	<u>(61,755)</u>	<u>(1)</u>

(Continued)

VENTEC INTERNATIONAL GROUP CO., LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017 (In Thousands of New Taiwan Dollars, Except Earnings Per Share)

	<u>2018</u>		<u>2017</u>	
	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>
Items that may be reclassified subsequently to profit or loss:				
Exchange differences on translating foreign operations	\$ (158,586)	(3)	\$ 179,988	3
Other comprehensive income (loss) for the year	(115,901)	(2)	118,233	2
TOTAL COMPREHENSIVE INCOME FOR THE YEAR	<u>\$ 289,363</u>	<u>5</u>	<u>\$ 416,553</u>	<u>8</u>
NET PROFIT (LOSS) ATTRIBUTABLE TO:				
Owners of the Company	\$ 405,264	7	\$ 298,489	6
Non-controlling interests	<u>-</u>	<u>-</u>	<u>(169)</u>	<u>-</u>
	<u>\$ 405,264</u>	<u>7</u>	<u>\$ 298,320</u>	<u>6</u>
TOTAL COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO:				
Owners of the Company	\$ 289,363	5	\$ 416,871	8
Non-controlling interests	<u>-</u>	<u>-</u>	<u>(318)</u>	<u>-</u>
	<u>\$ 289,363</u>	<u>5</u>	<u>\$ 416,553</u>	<u>8</u>
EARNINGS PER SHARE (Note 21)				
Basic	\$ 6.75		\$ 5.40	-
Diluted	<u>\$ 6.70</u>		<u>\$ 5.30</u>	<u>-</u>

The accompanying notes are an integral part of the consolidated financial statements.

(Concluded)

VENTEC INTERNATIONAL GROUP CO., LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017 (In Thousands of New Taiwan Dollars)

	Equity Attributable to Owners of the Company (Notes 4, 10, 16, 17 and 22)							Other Equity			
	Ordinary Shares		Advance		Retained Earnings			Exchange		Non-controlling	
	Share	Share Capital	Receipts for	Capital Surplus	Legal Reserve	Special Reserve	Unappropriated	Differences on	Total	Interests	Total Equity
	(In Thousands)		Share Capital				Earnings	Translating the			
								Financial			
								Statements of			
								Foreign			
								Operations			
BALANCE AT JANUARY 1, 2017	51,419	\$ 514,191	\$ 9,522	\$ 52,994	\$ -	\$ -	\$ 139,545	\$ (109,979)	\$ 606,273	\$ 620	\$ 606,893
Appropriation of 2016 earnings											
Cash dividends distributed by the Company	-	-	-	-	-	-	(14,984)	-	(14,984)	-	(14,984)
Actual disposals of interests in subsidiaries	-	-	-	-	-	-	-	-	-	(302)	(302)
Recognition of employee share options by Company	-	-	-	17,735	-	-	-	-	17,735	-	17,735
Net profit (loss) for the year ended December 31, 2017	-	-	-	-	-	-	298,489	-	298,489	(169)	298,320
Other comprehensive income (loss) for the year ended											
December 31, 2017, net of income tax	-	-	-	-	-	-	(2,336)	120,718	118,382	(149)	118,233
Total comprehensive income (loss) for the year ended											
December 31, 2017	-	-	-	-	-	-	296,153	120,718	416,871	(318)	416,553
Issuance of ordinary shares for cash	4,695	46,952	(9,522)	28,146	-	-	-	-	65,576	-	65,576
Share-based payment transaction	2,500	25,000	-	30,000	-	-	-	-	55,000	-	55,000
BALANCE AT DECEMBER 31, 2017	58,614	586,143	-	128,875	-	-	420,714	10,739	1,146,471	-	1,146,471
Appropriation of 2017 earnings											
Legal reserve	-	-	-	-	29,849	-	(29,849)	-	-	-	-
Special reserve	-	-	-	-	-	200,000	(200,000)	-	-	-	-
Cash dividends distributed by the Company	-	-	-	-	-	-	(58,614)	-	(58,614)	-	(58,614)
Net profit for the year ended December 31, 2018	-	-	-	-	-	-	405,264	-	405,264	-	405,264
Other comprehensive income (loss) for the year ended											
December 31, 2018, net of income tax	-	-	-	-	-	-	4,785	(120,686)	(115,901)	-	(115,901)
Total comprehensive income (loss) for the year ended											
December 31, 2018	-	-	-	-	-	-	410,049	(120,686)	289,363	-	289,363
Issuance of ordinary shares for cash	6,000	60,000	-	321,388	-	-	-	-	381,388	-	381,388
BALANCE AT DECEMBER 31, 2018	64,614	\$ 646,143	\$ -	\$ 450,263	\$ 29,849	\$ 200,000	\$ 542,300	\$ (109,947)	\$ 1,758,608	\$ -	\$ 1,758,608

The accompanying notes are an integral part of the consolidated financial statements.

VENTEC INTERNATIONAL GROUP CO., LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017 (In Thousands of New Taiwan Dollars)

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Income before income tax	\$ 500,129	\$ 347,265
Adjustments for:		
Depreciation expenses	141,710	172,480
Amortization expenses	1,983	1,624
Amortization of long-term prepayments for leases	2,123	2,098
Impairment loss recognized on trade receivables	-	2,382
Expected credit loss recognized on trade receivables	3,421	-
Interest expense	88,959	91,579
Interest income	(4,419)	(1,810)
Compensation cost of employee share options	-	17,735
Loss on disposal of property, plant and equipment, net	694	1,014
(Reversal of) write-downs of inventories	(15,618)	23,278
(Gain) loss on foreign currency exchange, net	(140,885)	155,136
Other loss	-	(302)
Changes in operating assets and liabilities		
Financial assets held for trading	-	(75,685)
Financial assets mandatorily classified as at fair value through profit or loss	(1,302)	-
Notes receivable	19,036	(15,199)
Trade receivables	(127,016)	(12,268)
Other receivables	(1,087)	(4,570)
Inventories	(31,263)	(58,748)
Prepayments	4,587	61,438
Other current assets	689	404
Trade payables	269,144	(265,719)
Other payables	66,033	(5,626)
Other current liabilities	1,782	(9,545)
Net defined benefit liabilities	5,236	4,656
Cash generated from operations	783,936	431,617
Interest received	4,419	1,810
Interest paid	(95,900)	(87,815)
Income tax paid	(72,473)	(25,309)
Net cash generated from operating activities	<u>619,982</u>	<u>320,303</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash outflow on acquisition of subsidiaries	-	(69,057)
Payments for property, plant and equipment	(60,194)	(103,242)
Proceeds from disposal of property, plant and equipment	4,713	6,864
Decrease (increase) in refundable deposits	23,508	(11,413)
Payments for intangible assets	(152)	(2,276)
Decrease (increase) in restricted bank deposits	115,889	(32,874)
Increase in other non-current assets	(2,037)	(2,519)
Net cash generated from (used in) investing activities	<u>81,727</u>	<u>(214,517)</u>

(Continued)

VENTEC INTERNATIONAL GROUP CO., LTD. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017 (In Thousands of New Taiwan Dollars)

	2018	2017
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of short-term borrowings	\$ (927,774)	\$ (115,622)
Proceeds from long-term borrowings	-	33,406
Repayments of long-term borrowings	(52,013)	(61,080)
(Decrease) increase in other non-current liabilities	(636)	3
Dividends paid to owners of the Company	(58,614)	(14,984)
Proceeds from issuance of ordinary shares	381,388	65,576
Proceeds from issuance of ordinary shares under employee share options	<u>-</u>	<u>55,000</u>
Net cash used in financing activities	<u>(657,649)</u>	<u>(37,701)</u>
EFFECTS OF EXCHANGE RATE CHANGES ON THE BALANCE OF CASH HELD IN FOREIGN CURRENCIES	<u>(9,385)</u>	<u>(6,900)</u>
NET INCREASE IN CASH	34,675	61,185
CASH AT THE BEGINNING OF THE YEAR	<u>290,288</u>	<u>229,103</u>
CASH AT THE END OF THE YEAR	<u>\$ 324,963</u>	<u>\$ 290,288</u>

The accompanying notes are an integral part of the consolidated financial statements.

(Concluded)

VENTEC INTERNATIONAL GROUP CO., LTD. AND SUBSIDIARIES

FINANCING PROVIDED TO OTHERS
FOR THE YEAR ENDED DECEMBER 31, 2018
(In Thousands of New Taiwan Dollars, Unless Stated Otherwise in Thousands)

No. (Note 1)	Lender	Borrower	Financial Statement Account	Related Parties	Highest Balance for the Period (Note 4)	Ending Balance (Note 4)	Actual Borrowing Amount (Note 4)	Interest Rate	Nature of Financing (Note 2)	Business Transaction Amounts	Reasons for Short-term Financing	Allowance for Impairment Loss	Collateral		Financing Limit for Each Borrower (Notes 3 and 4)	Aggregate Financing Limits (Notes 3 and 4)	Note
													Item	Value			
1	VIG SAMOA	VLL	Other receivables	Yes	\$ 92,145 (US\$ 3,000)	\$ 92,145 (US\$ 3,000)	\$ -	-	b	\$ -	Operating capital needed	\$ -	-	-	\$ 18,111,000 (US\$ 589,640)	\$ 36,222,000 (US\$ 1,179,280)	
2	VT HK	VIG SAMOA	Other receivables	Yes	1,535,750 (US\$ 50,000)	1,535,750 (US\$ 50,000)	1,362,702 (US\$ 44,366)	-	b	-	Operating capital needed	-	-	-	2,468,790 (US\$ 80,380)	4,937,580 (US\$ 160,760)	
		VLL	Other receivables	Yes	307,150 (US\$ 10,000)	307,150 (US\$ 10,000)	171,789 (US\$ 5,593)	-	b	-	Operating capital needed	-	-	-	2,468,790 (US\$ 80,380)	4,937,580 (US\$ 160,760)	
		VT USA	Other receivables	Yes	153,575 (US\$ 5,000)	153,575 (US\$ 5,000)	-	-	b	-	Operating capital needed	-	-	-	2,468,790 (US\$ 80,380)	4,937,580 (US\$ 160,760)	

Note 1: The parent company is indicated by “0”, while all other numbers indicate subsidiaries.

Note 2: Types of financing were as follows:

a. Business and trade.

b. Short-term financing.

Note 3: The limits of financing amounts were as follows:

a. Financing received from the Company cannot exceed 50% of the Company’s net asset value.

b. The financing limits where the Company directly and indirectly holds voting right shares of subsidiaries at 100% are as follows: The total and individual financing amount cannot exceed 20 times and 10 times of the Company’s net asset value, respectively. The calculation of net asset value was based on lender’s net asset value as of December 31, 2018.

Note 4: The calculation was based on the spot exchange rate as of December 31, 2018.

Note 5: All intercompany transactions have been eliminated on consolidation.

VENTEC INTERNATIONAL GROUP CO., LTD. AND SUBSIDIARIES

ENDORSEMENTS/GUARANTEES PROVIDED

FOR THE YEAR ENDED DECEMBER 31, 2018

(In Thousands of New Taiwan Dollars, Unless Stated Otherwise in Thousands)

No. (Note 1)	Endorser/Guarantor	Endorsee/Guarantee		Limits on Endorsement/ Guarantee Given on Behalf of Each Party (Notes 2 and 3)	Maximum Amount Endorsed/ Guaranteed During the Period (Note 3)	Outstanding Endorsement/ Guarantee at the End of the Period (Note 3)	Actual Borrowing Amount (Note 3)	Amount Endorsed/ Guaranteed by Collateral	Ratio of Accumulated Endorsement/ Guarantee to Net Equity in Latest Financial Statements (%)	Aggregate Endorsement/ Guarantee Limit (Notes 2 and 3)	Endorsement/ Guarantee Given by Parent on Behalf of Subsidiaries (Note 4)	Endorsement/ Guarantee Given by Subsidiaries on Behalf of Parent (Note 4)	Endorsement/ Guarantee Given on Behalf of Companies in Mainland China (Note 4)	Note
		Name	Relationship											
0	VIG CAYMAN	VT HK	Subsidiary	\$ 1,758,608 (US\$ 57,255)	\$ 848,963 (US\$ 27,640)	\$ 848,963 (US\$ 27,640)	\$ 142,733 (US\$ 4,647)	\$ -	48.28	\$ 3,517,216 (US\$ 114,510)	N	N	N	
		VT TW	Subsidiary	1,758,608 (US\$ 57,255)	210,029 (US\$ 6,838)	210,029 (US\$ 6,838)	95,247 (US\$ 3,101)	-	11.94	3,517,216 (US\$ 114,510)	N	N	N	
		VT SZ	Subsidiary	1,758,608 (US\$ 57,255)	184,290 (US\$ 6,000)	184,290 (US\$ 6,000)	184,290 (US\$ 6,000)	-	10.48	3,517,216 (US\$ 114,510)	N	N	Y	
1	VIG SAMOA	VT HK	Subsidiary	2,716,650 (US\$ 88,446)	273,241 (US\$ 8,896)	19,658 (US\$ 640)	-	-	1.12	3,622,200 (US\$ 117,928)	N	N	N	
		VT UK	Subsidiary	2,716,650 (US\$ 88,446)	113,983 (US\$ 3,711)	107,503 (US\$ 3,500)	60,201 (US\$ 1,960)	-	6.11	3,622,200 (US\$ 117,928)	N	N	N	
2	VIG HK	VT UK	Fellow subsidiary	263,241 (US\$ 8,570)	113,983 (US\$ 3,711)	107,503 (US\$ 3,500)	60,201 (US\$ 1,960)	-	6.11	526,481 (US\$ 17,141)	N	N	N	
3	VT HK	VT SZ	Fellow subsidiary	370,319 (US\$ 12,057)	98,288 (US\$ 3,200)	98,288 (US\$ 3,200)	98,288 (US\$ 3,200)	-	5.59	493,758 (US\$ 16,076)	N	N	Y	
4	VT TW	VIG CAYMAN	Parent company	1,393,700 (US\$ 45,375)	30,715 (US\$ 1,000)	-	-	-	-	1,672,440 (US\$ 54,450)	N	N	N	
		VT HK	Fellow subsidiary	1,393,700 (US\$ 45,375)	469,940 (US\$ 15,300)	307,150 (US\$ 10,000)	178,423 (US\$ 5,809)	-	17.47	1,672,440 (US\$ 54,450)	N	N	N	
5	VT JY	VT SZ	Fellow subsidiary	817,584 (US\$ 26,620)	647,749 (US\$ 21,089)	647,749 (US\$ 21,089)	105,967 (US\$ 3,450)	-	36.83	1,021,980 (US\$ 33,275)	N	N	Y	
6	VT SZWT	VT SZ	Parent company	219,712 (US\$ 7,152)	97,520 (US\$ 3,175)	89,350 (US\$ 2,909)	-	-	5.08	274,640 (US\$ 8,940)	N	N	Y	

Note 1: The parent company is indicated by “0”, while all other numbers indicate subsidiaries.

Note 2: The limits of endorsements/guarantees amounts were as follows (the calculation of net asset value was based on endorser’s or guarantor’s net asset value as of December 31, 2018):

- For VIG CAYMAN, the total amount of endorsement/guarantee provided and the limit on endorsement/guarantee amounts provided to each guaranteed party cannot exceed 200% and 100% of the Company’s net asset value, respectively.
- For VIG SAMOA, the total amount of endorsement/guarantee provided and the limit on endorsement/guarantee amounts provided to each guaranteed party cannot exceed 200% and 150% of the Company’s net asset value, respectively.
- For VIG HK, the total amount of endorsement/guarantee provided and the limit on endorsement/guarantee amounts provided to each guaranteed party cannot exceed 20% and 10% of the Company’s net asset value, respectively.
- For VT HK the total amount of endorsement/guarantee provided and the limit on endorsement/guarantee amounts provided to each guaranteed party cannot exceed 200% and 150% of the Company’s net asset value, respectively.
- For VT TW, the total amount of endorsement/guarantee provided and the limit on endorsement/guarantee amounts provided to each guaranteed party cannot exceed 600% and 500% of the Company’s net asset value, respectively.
- For VT JY, the total amount of endorsement/guarantee provided and the limit on endorsement/guarantee amounts provided to each guaranteed party cannot exceed 500% and 400% of the Company’s net asset value, respectively.
- For VT SZWT, the total amount of endorsement/guarantee provided and the limit on endorsement/guarantee amounts provided to each guaranteed party cannot exceed 500% and 400% of the Company’s net asset value, respectively.

Note 3: The calculation was based on the spot exchange rate as of December 31, 2018.

Note 4: Endorsement/guarantee given by parent which is listed company on behalf of subsidiaries, endorsement/guarantee given by subsidiaries on behalf of parent which is listed company and endorsement/guarantee given on behalf of companies in Mainland China: must fill in Y.

【Attachment 6】

Ventec International Group Co., Ltd.

Comparison Table for Amendments to the Regulations Procedure
for Board of Directors Meeting

Article	Before Amendment	After Amendment
Article 15	<p>(Recusalsystem for directors)</p> <p>If a director or a juristic person that the director represents is an interested party in relation to an agenda item, the director shall state the important aspects of the interested party relationship at the respective meeting. When the relationship is likely to prejudice the interest of this Corporation, that director may not participate in discussion or voting on that agenda item and shall recuse himself or herself from the discussion or the voting on the item, and may not exercise voting rights as proxy for another director.</p> <p>Where a director is prohibited by the preceding paragraph from exercising voting rights with respect to a resolution at a board meeting, the provisions of Article 180, paragraph 2 of the Company Act apply mutatis mutandis in accordance with Article 206, paragraph 3 of the same Act.</p>	<p>(Recusalsystem for directors)</p> <p>If a director or a juristic person that the director represents is an interested party in relation to an agenda item, the director shall state the important aspects of the interested party relationship at the respective meeting. Where the spouse, a blood relative within the second degree of kinship of a director, or any company which has a controlling or subordinate relation with a director has interests in the matters under discussion in the meeting of the preceding paragraph, such director shall be deemed to have a personal interest in the matter. When the relationship is likely to prejudice the interest of this Corporation, that director may not participate in discussion or voting on that agenda item and shall recuse himself or herself from the discussion or the voting on the item, and may not exercise voting rights as proxy for another director.</p> <p>Where a director is prohibited by the preceding paragraph from exercising voting rights with respect to a resolution at a board meeting, the provisions of Article 180, paragraph 2 of the Company Act apply mutatis mutandis in accordance with Article 206, paragraph 3 of the same Act.</p>

【 Attachment 7 】

Ventec International Group Co., Ltd.

Earnings Distribution Table

2018

Unit: NT\$

Item	Amount
Undistributed earnings at the beginning of the period	132,250,550
Plus : Net profit for the current year	405,264,243
Plus : Remeasurement of defined benefit plans	4,785,471
Less : Appropriation of Legal Reserve	(40,526,424)
Less : Appropriation of special reserves	(109,946,737)
Distributable earnings of the current year	391,827,103
Distribution Items	
Shareholders' bonus - cash (NT\$3.66 per share)	236,488,502
Undistributed earnings at the end of the period	155,338,601

Note1 : Actual dividend per share will be calculated based on the actual issued and outstanding shares as of the record date for the distribution.

Note 2: After the exchange from RMB to TWD, cash dividend would be distributed in integer of TWD (round down to an integer) with fractions of TWD accounted for as equity of the Company.

Chairman: Lao, Kai-Lu General Manager: Chung, Chien-Jen Chief Financial Officer: Tu, Jennifer

Ventec International Group Co., Ltd.

Comparison Table for the Articles of Association

No.	Current Provisions	Proposed Amendments	Explanations
Article 7	Addition	<u>When conducting business, the Company shall comply with the laws and regulations as well as business ethics, and may take actions that will promote public interests in order to fulfil its social responsibilities.</u>	The clause is revised inaccordance with the “Checklist of ShareholdersRights Protection withrespect to Foreign Issuer's Place of Incorporation” byTWSE dated November 30, 2018.
Article 7	(1) The Company shall issue Shares without printing share certificates, provided that the Register shall be conclusive evidence of the entitlement of a Person to Shares recorded against his/her/its name. During the Relevant Period, whenever the Company issues Shares, the Company shall deliver or cause the Shareholder Service Agent to deliver Shares by advising TDCC to record the number of Shares against the name of each subscriber within thirty (30) days from the date such Shares may be delivered, pursuant to the Law. The Company shall make a public announcement in accordance with the Applicable Listing Rules prior to the delivery of such Shares.	(1) The Company shall issue Shares without printing share certificates, provided that the Register shall be conclusive evidence of the entitlement of a Person to Shares recorded against his/her/its name. During the Relevant Period, whenever the Company issues Shares, the Company shall deliver or cause the Shareholder Service Agent to deliver Shares by advising TDCC to record the number of Shares against the name of each subscriber within thirty (30) days from the date such Shares may be delivered, pursuant to the Law <u>and the Applicable Listing Rules</u> . The Company shall make a public announcement in accordance with the Applicable Listing Rules prior to the delivery of such Shares.	The clause is revised inaccordance with the “Checklist of ShareholdersRights Protection withrespect to Foreign Issuer's Place of Incorporation” byTWSE dated November 30, 2018.

No.	Current Provisions	Proposed Amendments	Explanations
		<u>(4) The Company shall neither issue Shares without par value nor convert its Shares from Shares with par value to Shares without par value.</u>	
Article 18	Subject to the Law, the Board shall cause to be kept the Register at such place within or outside the Cayman Islands as it deems fit. During the Relevant Period, the Register shall be entered therein the particulars required under the Law and the Applicable Listing Rules, and shall be made available at its Shareholder Service Agent's office in the R.O.C.	Subject to the Law, the Board shall cause to be kept the Register at such place within or outside the Cayman Islands as it deems fit. During the Relevant Period, the Register shall be entered therein the particulars required under the Law and the Applicable Listing Rules, and shall be made available at its Shareholder Service Agent's office in the R.O.C. <u>The Board or any other authorized conveners of general meetings of the Company may request that the Company or the Company's Shareholder Service Agent provide a copy of the Register for inspection.</u>	The clause is revised in accordance with the "Checklist of Shareholders Rights Protection with respect to Foreign Issuer's Place of Incorporation" by TWSE dated November 30, 2018.
Article 28	(2) During the Relevant Period, subject to the Law, for the purposes of (a) determining the Members entitled to receive any dividend/bonus, distribution or issue; and (b) determining the Members entitled to receive notices of, attend or vote at any general meeting or any adjournment thereof, the Board shall fix the period that the Register shall be closed for transfers at least for a period of sixty (60) days before the date of each annual general meeting, thirty (30) days before	(2) During the Relevant Period, subject to the Law, for the purposes of (a) determining the Members entitled to receive any dividend/bonus, distribution or issue; and (b) determining the Members entitled to receive notices of, attend or vote at any general meeting or any adjournment thereof, the Board shall fix the period that the Register shall be closed for transfers <u>(the "Book Closure Period")</u> at least for a period of sixty (60) days before the date of each annual general	Word adjustment

No.	Current Provisions	Proposed Amendments	Explanations
	the date of each extraordinary general meeting and five (5) days before the target date for a dividend, bonus or other distribution. For the purpose of calculating the <u>abovementioned period</u> , the respective convening date of the general meeting or the relevant target date shall be included.	meeting, thirty (30) days before the date of each extraordinary general meeting and five (5) days before the target date for a dividend, bonus or other distribution. For the purpose of calculating the <u>Book Closure Period</u> , the respective convening date of the general meeting or the relevant target date shall be included.	
Article 32	Any one or more Member(s) <u>holding at least three percent (3%) of the issued and outstanding Shares of the Company for a period of one year or a longer time</u> may, by depositing the requisition notice specifying the proposals to be resolved and the reasons, request the Board to convene an extraordinary general meeting. If the Board does not give notice to Members to convene such meeting within fifteen (15) days after the date of the requisition notice, the proposing Member(s) may convene a general meeting.	(1) Any one or more Member(s) may, by depositing the requisition notice specifying the proposals to be resolved and the reasons <u>thereof</u> , request the Board to convene an extraordinary general meeting, <u>provided that such Member or Members continuously holds at least three percent (3%) of the issued and outstanding Shares of the Company as at the date of deposit of the requisition notice for a period of at least one year immediately prior to that date.</u> If the Board does not give notice to Members to convene such meeting within fifteen (15) days after the date of the requisition notice, the proposing Member(s) may convene a general meeting. (2) <u>Any one or more Member(s) continuously holding more than half of the total issued and outstanding Shares of the Company for a period of no less than three months may convene an extraordinary general meeting. The number of</u>	The clause is revised in accordance with the “Checklist of Shareholders Rights Protection with respect to Foreign Issuer's Place of Incorporation” by TWSE dated November 30, 2018.

No.	Current Provisions	Proposed Amendments	Explanations
		<p><u>Shares held by such Member or Members and the holding period of which such Member or Members hold such Shares shall be calculated and determined based on the Register as of the first day of the Book Closure Period.</u></p> <p><u>(3) In addition to the circumstance where the Board should have convened a general meeting but does not or is unable to convene a general meeting pursuant to the Law, the Applicable Listing Rules or these Articles, an Independent Director from the audit committee of the Company may also, for the benefit of the Company, call a general meeting when it is deemed necessary.</u></p>	
Article 36	<p>The following matters shall not be considered, discussed or proposed for approval at a general meeting unless they are specified in the notice of general meeting with the description of their major contents:</p> <p>(a) <u>any</u> election or removal of Director(s);</p> <p>(b) any alteration of the Memorandum and/or these Articles; ...<i>(Omitted)</i></p>	<p>The following matters shall not be considered, discussed or proposed for approval at a general meeting unless they are specified in the notice of general meeting with the description of their major contents; <u>the major contents may be posted on the website designated by the R.O.C. competent authorities or the Company, and such website shall be indicated in the notice:</u></p> <p>(a) <u>any</u> election or removal of Director(s);</p> <p>(b) any alteration of the Memorandum and/or these Articles;</p> <p><u>(c) any capital reduction or compulsory purchase and cancellation of Shares pursuant to Paragraph (1) of</u></p>	<p>The clause is revised in accordance with the “Checklist of Shareholders Rights Protection with respect to Foreign Issuer's Place of Incorporation” by TWSE dated November 30, 2018.</p>

No.	Current Provisions	Proposed Amendments	Explanations
		<u>Article 24;</u> <u>(d) applying for the approval of ceasing the status as a public company;...</u>	
Article 40	(1) During the Relevant Period, one or more Member(s) holding one percent (1%) or more of the total issued and outstanding Shares of the Company may submit to the Company not more than one proposal in writing <u>for resolution at an annual general meeting; provided that only one matter shall be allowed in a single proposal, the number of words therein contained shall not be more than three hundred (300), and the matter of such proposal may be resolved by a general meeting, or otherwise such proposal shall not be included in the agenda.</u> (2) The Board <u>may exclude</u> a proposal submitted by Member(s) <u>if: (Omitted)</u>	(1) During the Relevant Period, one or more Member(s) holding one percent (1%) or more of the total issued and outstanding Shares of the Company may submit to the Company not more than one proposal in writing <u>or by way of electronic transmission for resolution at an annual general meeting.</u> (2) The Board <u>shall include</u> a proposal submitted by Member(s) <u>unless: (Omitted)</u> (5) <u>If a proposal submitted by Member(s) is intended to urge the Company to promote public interests or fulfil its social responsibilities, the Board may include the proposal notwithstanding that one of the circumstances set forth in the preceding Paragraph.</u>	The clause is revised inaccordance with the “Checklist of ShareholdersRights Protection withrespect to Foreign Issuer's Place of Incorporation” byTWSE dated November 30, 2018.
Article 46	Add 1 (t)	(1) Subject to the Law and the Applicable Listing Rules, the Company may by a Special Resolution: ... <u>(t) apply for the approval of ceasing the status as a public company.</u>	The clause is revised inaccordance with the “Checklist of ShareholdersRights Protection withrespect to Foreign Issuer's Place of Incorporation” byTWSE dated November 30, 2018.
Article 48	(1) Subject to the Law, in the event any of the resolutions with respect to the matter(s) as set out in Paragraphs (a), (b) or (c) of Article 46 is adopted at a general meeting, a Member who has notified the Company in writing of his objection to such proposal prior to that meeting and	(1) Subject to <u>the compliance with</u> the Law, in the event any of the resolutions with respect to the matter(s) as set out in Paragraphs (a), (b) or (c) of Article 46 <u>(1)</u> is adopted at a general meeting, a Member who has notified the Company in writing of his objection to such proposal prior to that	The clause is revised inaccordance with the “Checklist of ShareholdersRights Protection withrespect to Foreign Issuer's Place of Incorporation” byTWSE dated November 30, 2018.

No.	Current Provisions	Proposed Amendments	Explanations
	<p>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 Member shall have the abovementioned appraisal right if the resolution to be adopted is in relation to the matter(s) set out in Paragraph (b) of Article 46 and at the same meeting the resolution for the winding up of the Company is also adopted.</p> <p>(2) <u>In</u> the event any part of the Company's business is involved in any Spin-Off, Merger or Consolidation, a Member, who has forfeited his right to vote on such matter and expressed his dissent therefor, in writing before the relevant vote, may request the Company to purchase all of his Shares at the then prevailing fair price <u>in accordance with the Law</u>.</p> <p>(3) Without prejudice to the Law, in the event the Company and a Member making a request pursuant to Paragraphs (1) or (2) of this Article fail to reach agreement on the purchase price within sixty (60) days following the date of the resolution, the Member may, within thirty (30) days after such sixty (60) days period, file a petition to the R.O.C. Courts <u>if and to the extent permitted under the Law</u>, for a ruling on the appraisal price.</p>	<p>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 Member shall have the abovementioned appraisal right if the resolution to be adopted is in relation to the matter(s) set out in Paragraph (b) of Article 46(1) and at the same meeting the resolution for the winding up of the Company is also adopted.</p> <p>(2) <u>Subject to the compliance with the Law, in</u> the event any part of the Company's business is involved in any Spin-Off, Merger or Consolidation, a Member, who has forfeited his right to vote on such matter and expressed his dissent therefor, in writing <u>or orally with an entry to that effect in the minutes of the meeting</u> before the relevant vote, may request the Company to purchase all of his Shares at the then prevailing fair price.</p> <p>(3) Without prejudice to the Law, in the event the Company and a Member making a request pursuant to Paragraphs (1) or (2) of this Article fail to reach <u>an</u> agreement on the purchase price within sixty (60) days following the date of the resolution, the Member may, within thirty (30) days after such sixty (60) days period, file a petition to the R.O.C. Courts for a ruling on the</p>	

No.	Current Provisions	Proposed Amendments	Explanations
		appraisal price. <u>However, for the purpose of protecting rights of the dissenting Member, the Company may elect to act in accordance with the laws of place where the securities of the Company are registered or listed.</u>	
Article 68	(2) Without prejudice to other provisions of these Articles, the <u>Company</u> may <u>by an Ordinary Resolution</u> put <u>all Directors</u> for re-election before the expiration of the term of office of such Directors. In <u>this event, if it is not specified in such resolution that the existing Directors will not retire until the expiration date of their terms of office or other specified date, they shall be deemed to have retired on the date of such resolution,</u> subject to the successful election of the new Directors at the same meeting	(2) Without prejudice to other provisions of these Articles, the <u>Directors</u> may <u>be put up</u> for re-election <u>at any time</u> before the expiration of the term of office of such Directors. In <u>the event where all Directors are subject for re-election at a general meeting before the expiration of the term of office of such Directors,</u> subject to the successful election of the new Directors at the same meeting, <u>the term of office of all current Directors is deemed to have expired on the date of the re-election if the Members do not resolve that all current Directors will only retire at the expiration of their present term of office or any other date as otherwise resolved by the Members at the general meeting.</u>	The clause is revised in accordance with the “Checklist of Shareholders Rights Protection with respect to Foreign Issuer's Place of Incorporation” by TWSE dated November 30, 2018.
Article 82.1	(3) With the exception of Subparagraph (j) above, any matter under a subparagraph of the preceding Paragraph that has not been approved with the consent of one-half or more of all members of the audit committee of the Company may be undertaken upon the approval of two-thirds or more of the Directors, without regard to the restrictions of the preceding Paragraph, and such resolution of the audit committee of the Company shall	(4) With the exception of Subparagraph (j) above, any matter under a subparagraph of the preceding Paragraph that has not been approved with the consent of one-half or more of all members of the audit committee of the Company may be undertaken upon the approval of two-thirds or more of the Directors, without regard to the restrictions of the preceding Paragraph, and such resolution of the audit committee of the Company shall	The original article was coded incorrectly and corrected.

No.	Current Provisions	Proposed Amendments	Explanations
	be recorded in the minutes of the Board meeting.	be recorded in the minutes of the Board meeting.	
Article 83	<p>(1) During the Relevant Period, a person who is under any of the following circumstances shall not act as a Director of the Company; if he has already held office of a Director, he shall cease to act as a Director and be removed from the position of Director automatically:</p> <p>(a) commits a felony (including but not limiting to an offence under Statute for Prevention of Organizational Crimes of the R.O.C.) and has been convicted thereof, and <u>the time elapsed after he has served the full term of the sentence</u> is less than five (5) years;</p> <p>(b) has been <u>sentenced to</u> imprisonment for a term of more than one year for commitment of fraud, breach of trust or misappropriation, and the time elapsed after <u>he has served the full term of such</u> sentence is less than two (2) years;</p> <p>(c) has been <u>convicted of misappropriating public funds during the time of his public service</u>, and the time elapsed after <u>he has served the full term of such sentence</u> is less than two (2) years;</p> <p>(d) becomes bankrupt under the laws of any jurisdiction and has not been reinstated to his rights and privileges;</p> <p>(e) has allowed cheques and other negotiable instruments to be dishonoured and the records thereof have not been cancelled or expunged by the relevant regulatory authorities;</p>	<p>(1) During the Relevant Period, a person who is under any of the following circumstances shall not act as a Director of the Company; if he has already held office of a Director, he shall cease to act as a Director and be removed from the position of Director automatically:</p> <p>(a) commits a felony (including but not limiting to an offence under Statute for Prevention of Organizational Crimes of the R.O.C.) and has been convicted thereof, and <u>has not started serving the sentence, has not completed serving the sentence, or the time elapsed after completion of serving the sentence, expiration of the probation, or pardon</u> is less than five (5) years;</p> <p>(b) has been <u>imposed a final sentence involving</u> imprisonment for a term of more than one year for commitment of fraud, breach of trust or misappropriation, <u>and has not started serving the sentence, has not completed serving the sentence, or the time elapsed after completion of serving the sentence, expiration of the probation, or pardon</u> is less than two (2) years;</p> <p>(c) has been <u>imposed a final sentence due to violation of t he Anti-corruption Act</u>, and <u>has not started serving the sentence, has not completed serving the sentence, or the time elapsed after completion of serving the sentence, expiration of the probation, or pardon</u> is less than two (2)</p>	The clause is revised in accordance with the “Checklist of Shareholders Rights Protection with respect to Foreign Issuer's Place of Incorporation” by TWSE dated November 30, 2018.

No.	Current Provisions	Proposed Amendments	Explanations
	(f) dies or an order <u>is</u> made by any competent court or authority on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs or his legal capacity is restricted according to the applicable laws; ... <i>(Omitted)</i>	years; (d) becomes bankrupt <u>or is adjudicated of commencement of liquidation proceeding by a court</u> under the laws of any jurisdiction, and has not been reinstated to his rights and privileges; (e) has allowed cheques and other negotiable instruments to be dishonoured and the records thereof have not been cancelled or expunged by the relevant regulatory authorities; (f) dies or an order <u>has been</u> made by any competent court or authority on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs <u>and such order has not been revoked</u> , or his legal capacity is restricted according to the applicable laws; ... <i>(Omitted)</i>	
Article 86	Subject to the Law, one or more Members holding <u>three</u> percent (<u>3%</u>) or more of the total number of the outstanding Shares continuously for a period of <u>one</u> (<u>1</u>) <u>year</u> or more may request in writing any Independent Director of the Audit Committee to file, on behalf of the Company, an action against a Director who has, in the course of performing his/her duties, committed any act resulting in damage to the Company or in violation of the Law, the Applicable Listing Rules or these Articles, with a competent court, including the Taiwan Taipei District Court of the R.O.C. In case the Independent Director fails to file such action within thirty (30) days	Subject to the Law, one or more Members holding <u>one</u> percent (<u>1%</u>) or more of the total number of the outstanding Shares continuously for a period of <u>six</u> (<u>6</u>) <u>months</u> or more may request in writing any Independent Director of the Audit Committee to file, on behalf of the Company, an action against a Director who has, in the course of performing his/her duties, committed any act resulting in damage to the Company or in violation of the Law, the Applicable Listing Rules or these Articles, with a competent court, including the Taiwan Taipei District Court of the R.O.C. In case the Independent Director fails to file such action within thirty (30) days	The clause is revised inaccordance with the “Checklist of ShareholdersRights Protection withrespect to Foreign Issuer's Place of Incorporation” byTWSE dated November 30, 2018.

No.	Current Provisions	Proposed Amendments	Explanations
	after receipt of such request, to the extent permitted under the laws of the Cayman Islands, the Members making such request may file the action for the Company.	after receipt of such request, to the extent permitted under the laws of the Cayman Islands, the Members making such request may file the action for the Company.	
Article 91	A Director who is in any way, whether directly or indirectly, interested in a matter discussed, considered or proposed in a meeting of the Board shall declare the nature of his interest and its essential contents at such relevant meeting. Any Director who bears a personal interest that may conflict with and impair the interest of the Company in respect of any matter proposed for consideration and approval at a meeting of Board shall abstain from voting, on his own behalf or as a proxy or corporate representative, with respect to the said matter. Any and all votes cast by such Director(s) shall not be counted in determining the number of votes for or against such matter.	A Director who is in any way, whether directly or indirectly, interested in a matter discussed, considered or proposed in a meeting of the Board shall declare the nature of his interest and its essential contents at such relevant meeting. <u>Where the spouse, a blood relative within the second degree of kinship of a Director as defined under the Civil Code of Taiwan, or any company which has a controlling or subordinate relation with a Director bear any interest in the matter under discussion at a Board meeting, such Director shall be deemed to bear a personal interest in the matter.</u> Any Director who bears a personal interest that may conflict with and impair the interest of the Company in respect of any matter proposed for consideration and approval at a meeting of Board shall abstain from voting, on his own behalf or as a proxy or corporate representative, with respect to the said matter. Any and all votes cast by such Director(s) shall not be counted in determining the number of votes for or against such matter.	The clause is revised in accordance with the “Checklist of Shareholders Rights Protection with respect to Foreign Issuer's Place of Incorporation” by TWSE dated November 30, 2018.
Article 95	During the Relevant Period, the Company shall set aside out of the profits of the Company for each financial year: (a) a reserve for payment of tax for the relevant financial	During the Relevant Period, the Company shall set aside out of the profits of the Company for each financial year: (a) a reserve for payment of tax for the relevant financial	The clause is revised in accordance with the “Company Act.

No.	Current Provisions	Proposed Amendments	Explanations
	<p>year; and (b) an amount to offset losses incurred in previous year(s); and (c) a Statutory Reserve in accordance with the Applicable Listing Rules, and after the aforesaid sums as set aside from the profits for such relevant financial year, the Board <u>may</u>, before recommending any dividend or bonuses, set aside the remaining profits of the Company for the relevant financial year as a reserve or reserves (the "Special Reserve") <u>which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied.</u></p>	<p>year; and (b) an amount to offset losses incurred in previous year(s); and (c) a Statutory Reserve in accordance with the Applicable Listing Rules, and after the aforesaid sums as set aside from the profits for such relevant financial year <u>for any purpose to which the profits of the Company may be properly applied</u>, the Board <u>shall</u>, before recommending any dividend or bonuses, set aside the remaining profits of the Company <u>in whole or in part</u> for the relevant financial year as a <u>special</u> reserve or reserves <u>in accordance with the order from the Commission, and the Company may also, under these Articles or by Special Resolution of the general meeting, set aside another sum as a special reserve or reserves (collectively, the "Special Reserve").</u></p>	
Article 100	<p>(3) During the Relevant Period, subject to the Law, the Applicable Listing Rules and these Articles and except as otherwise provided by the rights attaching to any Shares, where the Company still has annual net profit for the year, after paying all relevant taxes, offsetting losses (including losses of previous years and adjusted undistributed profits, if any), setting aside the Statutory Reserve of the remaining profits in accordance with the Applicable Listing Rules (provided that the setting aside of the Statutory Reserve does not apply if the aggregate amount of the Statutory Reserve amounts to the Company's total <u>issued</u> capital), and setting aside the Special Reserve (if any), the Company may distribute</p>	<p>(3) During the Relevant Period, subject to the Law, the Applicable Listing Rules and these Articles and except as otherwise provided by the rights attaching to any Shares, where the Company still has annual net profit for the year, after paying all relevant taxes, offsetting losses (including losses of previous years and adjusted undistributed profits, if any), setting aside the Statutory Reserve of the remaining profits in accordance with the Applicable Listing Rules (provided that the setting aside of the Statutory Reserve does not apply if the aggregate amount of the Statutory Reserve amounts to the Company's total <u>paid-in</u> capital), and setting aside the Special Reserve (if any), the Company may distribute</p>	<p>In accordance with the operating conditions, adjust the company's dividend policy and adjust the terms and phrases.</p>

No.	Current Provisions	Proposed Amendments	Explanations
	not less than <u>fifty percent (50%)</u> of the remaining balance (including the amounts reversed from the Special Reserve), plus undistributed profits of previous years (including adjusted undistributed profits) in part or in whole as determined by an Ordinary Resolution passed at an annual general meeting of the Company duly convened and held in accordance with these Articles to the Members as dividends/bonuses in proportion to the number of Shares held by them respectively pursuant to these Articles, provided that, cash dividends/bonuses shall not be less than <u>twenty percent (20%)</u> of the total amount of dividends/bonuses to Members.	not less than <u>ten percent (10%)</u> of the remaining balance (including the amounts reversed from the Special Reserve), plus <u>accumulated</u> undistributed profits of previous years (including adjusted undistributed profits) in part or in whole as determined by an Ordinary Resolution passed at an annual general meeting of the Company duly convened and held in accordance with these Articles to the Members as dividends/bonuses in proportion to the number of Shares held by them respectively pursuant to these Articles, provided that, cash dividends/bonuses shall not be less than <u>ten percent (10%)</u> of the total amount of dividends/bonuses to Members.	
Article 107	<u>The</u> Board shall keep copies of the Memorandum, these Articles, the minutes of every general meeting, the Financial Statements, the Register and the counterfoil of corporate bonds issued by the Company at its Shareholder Service Agent's office in the R.O.C. Any Member may request at any time, by submitting evidentiary document(s) to show his interests involved and indicating the scope of requested matters, access to <u>inspect and to make copies of</u> the above documents.	<u>During the Relevant Period, the</u> Board shall keep copies of the Memorandum, these Articles, the minutes of every general meeting, the Financial Statements, the Register and the counterfoil of corporate bonds issued by the Company at its Shareholder Service Agent's office in the R.O.C. Any Member may request at any time, by submitting evidentiary document(s) to show his interests involved and indicating the scope of requested matters, access to <u>inspecting, transcribing and making copies of the above documents; the Company shall make Shareholder Service Agent provide</u> the above documents.	The clause is revised in accordance with the "Checklist of Shareholders Rights Protection with respect to Foreign Issuer's Place of Incorporation" by TWSE dated November 30, 2018.

【Attachment 9】

Ventec International Group Co., Ltd.

Comparison Table for Amendments to the Rules of Procedure for Shareholders' Meetings

Article	Before Amendment	After Amendment
Article 3	<p>(Convening shareholders meetings and shareholders meeting notices)</p> <p>Unless otherwise provided by law or regulation, this Corporation's shareholders meetings shall be convened by the board of directors.</p> <p>This Corporation shall prepare electronic versions of the shareholders meeting notice and proxy forms, and the origins of and explanatory materials relating to all proposals, including proposals for ratification, matters for deliberation, or the election or dismissal of directors or supervisors, and upload them to the Market Observation Post System (MOPS) before 30 days before the date of a regular shareholders meeting or before 15 days before the date of a special shareholders meeting. This Corporation shall prepare electronic versions of the shareholders meeting agenda and supplemental meeting materials and upload them to the MOPS before 21 days before the date of the regular shareholders meeting or before 15 days before the date of the special shareholders meeting. In addition, before 15 days before the date of the shareholders meeting, this Corporation shall also have prepared the shareholders meeting agenda and supplemental meeting materials and made them available for review by shareholders at any time. The meeting agenda and supplemental materials shall also be displayed at this Corporation and the professional shareholder services agent designated thereby as well as being distributed on-site at the meeting place.</p> <p>The reasons for convening a shareholders meeting shall be specified in</p>	<p>(Convening shareholders meetings and shareholders meeting notices)</p> <p>Unless otherwise provided by the <u>Company's Articles of Incorporation</u> or the laws and regulations, this Corporation's shareholders meetings shall be convened by the board of directors. <u>The Board or any other authorized conveners of general meetings of the Company may request that the Company or the Company's Shareholder Service Agent provide a copy of the Register for inspection.</u></p> <p>This Corporation shall prepare electronic versions of the shareholders meeting notice and proxy forms, and the origins of and explanatory materials relating to all proposals, including proposals for ratification, matters for deliberation, or the election or dismissal of directors or supervisors, and upload them to the Market Observation Post System (MOPS) before 30 days before the date of a regular shareholders meeting or before 15 days before the date of a special shareholders meeting. This Corporation shall prepare electronic versions of the shareholders meeting agenda and supplemental meeting materials and upload them to the MOPS before 21 days before the date of the regular shareholders meeting or before 15 days before the date of the special shareholders meeting. In addition, before 15 days before the date of the shareholders meeting, this Corporation shall also have prepared the shareholders meeting agenda and</p>

Article	Before Amendment	After Amendment
	<p>the meeting notice and public announcement. With the consent of the addressee, the meeting notice may be given in electronic form.</p> <p>Election or dismissal of directors or supervisors, amendments to the articles of incorporation, the dissolution, merger, or demerger of the corporation, or any matter under Article 185, paragraph 1 of the Company Act, Articles 26-1 and 43-6 of the Securities and Exchange Act, or Articles 56-1 and 60-2 of the Regulations Governing the Offering and Issuance of Securities by Securities Issuers shall be set out in the notice of the reasons for convening the shareholders meeting. None of the above matters may be raised by an extraordinary motion.</p> <p>A shareholder holding 1 percent or more of the total number of issued shares may submit to this Corporation a written proposal for discussion at a regular shareholders meeting. Such proposals, however, are limited to one item only, and no proposal containing more than one item will be included in the meeting agenda. In addition, when the circumstances of any subparagraph of Article 172-1, paragraph 4 of the Company Act apply to a proposal put forward by a shareholder, the board of directors may exclude it from the agenda.</p> <p>Prior to the book closure date before a regular shareholders meeting is held, this Corporation shall publicly announce that it will receive shareholder proposals, and the location and time period for their submission; the period for submission of shareholder proposals may not be less than 10 days.</p> <p>Shareholder-submitted proposals are limited to 300 words, and no proposal containing more than 300 words will be included in the meeting agenda. The shareholder making the proposal shall be present in person or by proxy at the regular shareholders meeting and take part in discussion of the proposal.</p> <p>Prior to the date for issuance of notice of a shareholders meeting, this</p>	<p>supplemental meeting materials and made them available for review by shareholders at any time. The meeting agenda and supplemental materials shall also be displayed at this Corporation and the professional shareholder services agent designated thereby as well as being distributed on-site at the meeting place.</p> <p>The reasons for convening a shareholders meeting shall be specified in the meeting notice and public announcement. With the consent of the addressee, the meeting notice may be given in electronic form.</p> <p>Election or dismissal of directors or supervisors, amendments to the articles of incorporation, <u>any capital reduction or compulsory purchase and cancellation of Shares pursuant to Paragraph (1) of Article 24, applying for the approval of ceasing the status as a public company;</u> the dissolution, merger, or demerger of the corporation, or any matter under Article 185, paragraph 1 of the Company Act, Articles 26-1 and 43-6 of the Securities and Exchange Act, or Articles 56-1 and 60-2 of the Regulations Governing the Offering and Issuance of Securities by Securities Issuers shall be set out in the notice of the reasons for convening the shareholders meeting. None of the above matters may be raised by an extraordinary motion. <u>The major contents may be posted on the website designated by the R.O.C. competent authorities or the Company, and such website shall be indicated in the notice:</u></p> <p>A shareholder holding 1 percent or more of the total number of issued shares may submit to this Corporation a written proposal <u>or by way of electronic transmission for</u> discussion at a regular shareholders meeting. Such proposals, however, are limited to one item only, and no proposal</p>

Article	Before Amendment	After Amendment
	<p>Corporationshall inform the shareholders who submitted proposals of the proposal screening results, and shall list in the meeting notice the proposals that conform to the provisions of this article. At the shareholders meeting the board of directors shall explain the reasons for exclusion of any shareholder proposals not included in the agenda.</p>	<p>containing more than one item will be included in the meeting agenda.</p> <p>In addition, when the circumstances of any subparagraph of Article 172-1, paragraph 4 of the Company Act apply to a proposal put forward by a shareholder, the board <u>shall include a proposal submitted by Member(s) unless of Article 172-1, paragraph 4 of the Company Act. If a proposal submitted by Member(s) is intended to urge the Company to promote public interests or fulfil its social responsibilities, the Board may include the proposal not with standing that one of the circumstances set forth in the preceding Paragraph.</u></p> <p>Prior to the book closure date before a regular shareholders meeting is held, this Corporation shall publicly announce that it will receive shareholder proposals, and the location and time period for their submission; the period for submission of shareholder proposals may not be less than 10 days.</p> <p>Shareholder-submitted proposals are limited to 300 words, and no proposal containing more than 300 words will be included in the meeting agenda. The shareholder making the proposal shall be present in person or by proxy at the regular shareholders meeting and take part in discussion of the proposal.</p> <p>Prior to the date for issuance of notice of a shareholders meeting, this Corporationshall inform the shareholders who submitted proposals of the proposal screening results, and shall list in the meeting notice the proposals that conform to the provisions of this article. At the shareholders meeting the board of directors shall explain the reasons for exclusion of any shareholder proposals not included in the agenda.</p>

【Attachment 10】

Ventec International Group Co., Ltd.

Comparison Table for Amendments to the Rules for Election of Directors

Article	Before Amendment	After Amendment
Article 6	Elections of both directors at this Corporation shall be conducted in accordance with the candidate nomination system and procedures set out in Article 192-1 of the Company Act. This Corporation shall review the qualifications, education, working experience, background, and the existence of any other matters set forth in Article 30 of the Company Act with respect to nominee directors and may not arbitrarily add requirements for documentation of other qualifications. It shall further provide the results of the review to shareholders for their reference, so that qualified directors will be elected.	Elections of both directors at this Corporation shall be conducted in accordance with the candidate nomination system and procedures set out in Article 192-1 of the Company Act and documented in the Articles of Association.

【Attachment 11】

Ventec International Group Co., Ltd.

Comparison Table for Amendments to the Procedures the Acquisition
or Disposition of Assets

Article	Before Amendment	After Amendment
Article 3	<p>Scope of Application for Assets The term "Assets" as used in the Disposition Procedure includes the following:</p> <ol style="list-style-type: none"> 1. Investments in stocks, government bonds, corporate bonds, financial bonds, securities that represent mutual funds, depository receipts, call or put warrants, beneficiary certificates, and asset backed securities; 2. Real property (including land, houses and buildings, investment property) and <u>(land use rights)</u> equipment. 3. Membership certificates. 4. Patents, copyrights, trademarks, franchiserights, and other intangible assets. 5. Claims for financial institutions (including account receivables, exchange buying discounts and loans, overdue receivables). <u>6. Derivatives.</u> <u>7. Assets acquired or disposed of due to mergers, spinoffs, acquisitions, or the transfer of shares.</u> <u>8. Other major assets</u> 	<p>Scope of Application for Assets The term "Assets" as used in the Disposition Procedures includes the following:</p> <ol style="list-style-type: none"> 1. Investments in stocks, government bonds, corporate bonds, financial bonds, securities that represent mutual funds, depository receipts, call or put warrants, beneficiary certificates, and asset backed securities; 2. Real property (including land, houses and buildings, investment property) and equipment. 3. Membership certificates. 4. Patents, copyrights, trademarks, franchiserights, and other intangible assets. <u>5. Right to use assets.</u> <u>6. Claims for financial institutions (including account receivables, exchange buying discounts and loans, overdue receivables).</u> <u>7. Derivatives.</u> <u>8. Assets acquired or disposed of due to mergers, spinoffs, acquisitions, or the transfer of shares.</u> <u>9. Other major assets</u>

Article 4	<p>Term Definitions Terms used in the Disposition Procedures are defined as follows:</p> <ol style="list-style-type: none"> 1. Derivatives: Forward contracts, options contracts, futures contracts, leverage contracts, or swap contracts, whose value is derived from <u>assets</u>, <u>interest</u>, foreign exchange rates, indexes, <u>other gains</u>, etc.; and hybrid contracts combining the above <u>contracts</u>, etc. The term "forward contracts" does not include insurance contracts, performance contracts, after-sales service contracts, long-term leasing contracts, or long-term purchase (sales) <u>contracts</u>. 2. Assets Acquired or Disposed of Through Mergers, Spinoffs, Acquisitions, or Share Transfers in Accordance With Law: Refers to the assets acquired or disposed of through mergers, spinoffs, or acquisitions conducted under the Business Mergers and Acquisitions Act, Financial Holding Company Act, Financial Institution Merger Act, and other acts of the Republic of China, or share transfers from another company through issuance of new shares of its own as the consideration therefor (hereinafter "share transfers") under the ROC Company Act Article 156, Paragraph 8. 3. Related Party or Subsidiary: As defined in the Regulations Governing the Preparation of Financial Reports by Securities Issuers of the Republic of China. 4. Professional Appraiser: Refers to a real property appraiser 	<p>Term Definitions Terms used in the Disposition Procedures are defined as follows:</p> <ol style="list-style-type: none"> 1. Derivatives: Refers to the forward contracts, options contracts, futures contracts, leverage contracts, or swap contracts, whose value is derived from a specified interest rate, financial instrument price, commodity price, foreign exchange rate, index of prices or rates, credit rating or credit index, or other variable; or hybrid contracts combining the above contracts; or hybrid contracts or structured products containing embedded derivatives, etc. The forward contracts referred to in this procedure do not include insurance contracts, performance contracts, after-sales service contracts, long-term leases, and long-term purchase (sale) contracts. 2. Assets Acquired or Disposed of Through Mergers, Spinoffs, Acquisitions, or Share Transfers in Accordance With Law: Refers to the assets acquired or disposed of through mergers, spinoffs, or acquisitions conducted under the Business Mergers and Acquisitions Act, Financial Holding Company Act, Financial Institution Merger Act, and other acts of the Republic of China, or share transfers from another company through issuance of new shares of its own as the consideration therefor (hereinafter "share transfers") under the ROC Company Act Article 156-3
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	<p>or other person duly authorized by law to engage in the value appraisal of real property or equipment.</p> <p>5. Fact Occurrence Date: Refers to the contract signing date, payment date, consignment trade date, transfer date, Board of Directors resolutions dates, or other date that the counterpart and the transaction monetary amount, whichever date is earlier; provided, for investment for which competent authority approval is required, the earlier of the above date or the approval receipt date by the competent authority shall apply.</p> <p>6. Mainland China Area Investment: Refers to investments in the Mainland China area approved by the Ministry of Economic Affairs Investment Commission or conducted in accordance with the provisions of the Regulations Governing Permission for Investment or Technical Cooperation in the Mainland Area.</p>	<p>3. Related Party or Subsidiary: As defined in the Regulations Governing the Preparation of Financial Reports by Securities Issuers of the Republic of China.</p> <p>4. Professional Appraiser: Refers to a real property appraiser or other person duly authorized by law to engage in the value appraisal of real property or equipment.</p> <p>5. Fact Occurrence Date: Refers to the contract signing date, payment date, consignment trade date, transfer date, Board of Directors resolutions dates, or other date that the counterpart and the transaction monetary amount, whichever date is earlier; provided, for investment for which competent authority approval is required, the earlier of the above date or the approval receipt date by the competent authority shall apply.</p> <p>6. Mainland China Area Investment: Refers to investments in the Mainland and China area approved by the Ministry of Economic Affairs Investment Commission or conducted in accordance with the provisions of the Regulations Governing Permission for Investment or Technical Cooperation in the Mainland Area.</p> <p>7. Securities Exchange: <u>"Domestic Securities Exchange"</u> refers to the Taiwan Stock Exchange Corporation; <u>"Foreign Securities Exchange"</u> refers to any organized securities exchange</p>
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Article 5	<p>Professional appraisers and their officers, CPAs, attorneys, and securities underwriters that provide the Company with appraisal reports, CPA's opinions, attorney's opinions, or underwriter's opinions may <u>not be a related party of any party to the transaction.</u></p>	<p>Professional appraisers and their officers, CPAs, attorneys, and securities underwriters that provide the Company with appraisal reports, CPA's opinions, attorney's opinions, or underwriter's opinions <u>shall meet the following requirements:</u></p> <ol style="list-style-type: none"> 1. <u>May not have previously received a final and unappealable sentence to imprisonment for 1 year or longer for a violation. However, this provision does not apply if 3 years have already passed since completion of service of the sentence, since expiration of the period of a suspended sentence, or since a pardon was received.</u> 2. <u>May not be a related party or de facto related party of any party to the transaction.</u> 3. <u>If the Company is required to obtain appraisal reports from two or more professional appraisers,</u>

		<p><u>the different professional appraisers or appraisal officers may not be related parties or de facto related parties of each other.</u></p> <p><u>When issuing an appraisal report or opinion, the personnel referred to in the preceding paragraph shall comply with the following:</u></p> <ol style="list-style-type: none"> <u>1. Prior to accepting a case, they shall prudently assess their own professional capabilities, practical experience, and independence.</u> <u>2. When examining a case, they shall appropriately plan and execute adequate working procedures, in order to produce a conclusion and use the conclusion as the basis for issuing the report or opinion. The related working procedures, data collected, and conclusion shall be fully and accurately specified in the case working papers.</u> <u>3. They shall undertake an item-by-item evaluation of the comprehensiveness, accuracy, and reasonableness of the sources of data used, the parameters, and the information, as the basis for issuance of the appraisal report or the opinion.</u> <u>4. They shall issue a statement attesting to the professional competence and independence of the personnel who prepared the report or opinion, and that they have evaluated</u>
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		<u>and found that the information used is reasonable and accurate, and that they have complied with applicable laws and regulations.</u>
Article 6	<p>Limits on Real Property for Non-business Use or Securities Acquired The limits on real property for non-business use or securities acquired by the Company and each Subsidiary are as follows:</p> <ol style="list-style-type: none"> 1. The total amounts of real property for non-business use shall not exceed 10% of the net worth as stated in the latest financial statements of the Company or any of its Subsidiaries. 2. The total amount of securities investment by the Company shall not exceed 80% of the Company's net worth as stated in its latest financial statement. The amount of individual securities investment shall not exceed 80% of the Company's net worth as stated in its latest financial statement. 3. The total amount of securities investment by each Subsidiary shall not exceed 60% of each company's net worth as stated in its latest financial statement. The amount of individual securities investment shall not exceed 60% of each company's net worth as stated in its latest financial statement. 	<p>Limits on Real Property and the Right to Use Such Assets for Non-business Use or Securities Acquired The limits on real property and the right to use such assets for non-business use or securities acquired by the Company and each Subsidiary are as follows:</p> <ol style="list-style-type: none"> 1. The total amounts of real property, <u>and the right to use such assets</u> for non-business use shall not exceed 10% of the net worth as stated in The latest financial statements of The Company or any of its Subsidiaries. 2. The total amount of securities investment by the Company shall not exceed 80% of the Company's net worth as stated in its latest financial statement. The amount of individual securities investment shall not exceed 80% of the Company's net worth as stated in its latest financial statement. 3. The total amount of securities investment by each Subsidiary shall not exceed 30% of each company's net worth as stated in its latest financial statement. The amount of individual securities investment shall not exceed 60% of each company's net worth as stated in its latest financial statement.

Article 7		<p>The Company shall handle assets acquisition or disposal in compliance with the following appraisal procedures:</p> <ol style="list-style-type: none"> 1. (omitted) 2. (omitted) 3. Where the Company acquires or disposes of <u>memberships or</u> intangible assets and the transaction amount reaches 20% or more of paid-in capital or NT\$300,000,000 or more, except in transactions with government agencies, the Company shall engage a CPA prior to the fact occurrence date to render an opinion on the reasonableness of the transaction price; the CPA shall comply with the provisions of the Statement of Auditing Standards No. 20 published by the Accounting R&D Foundation. 4. In acquiring or disposing of real property <u>or</u> equipment where the transaction amount reaches 20% of the Company's paid-up capital or NT\$300,000,000 or more, the Company, unless transacting with government agencies, engaging others to build on its own land, engaging others to build on rented land, or acquiring or disposing of equipment held for business use, shall obtain an appraisal report prior to the fact occurrence date from a professional appraiser and shall further comply with the following provisions: <ol style="list-style-type: none"> (1) Where due to special circumstances it is necessary to give a limited price, specified price, or special price as a reference basis for the transaction price, the
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		price, the transaction shall be submitted for approval in advance by the Board of Directors; change to the terms and conditions of the transaction <u>in the future shall also be handled in accordance with the above procedures.</u> (omitted hereinafter)
Article 9	Where the Company or any of its subsidiaries acquires or disposes of any <u>membership or intangible asset</u> , (omitted hereinafter)	Where the Company or any of its subsidiaries acquires or disposes of any intangible asset, or right-of-use asset <u>thereof, or membership</u> ,
Article 10	<p>If the real property acquired or disposed of by the Company from an interested party, or the amount of other assets other than real property acquired or disposed of by the Company from an interested party has exceeded 20% of the Company's paid-up capital, 10% of its total assets, or NT\$300,000,000; the following information shall be submitted to the Board of Directors for adoption and acknowledged by the supervisor before the transaction contract may be signed and the payment may be remitted except for bond trading, callable and puttable bonds, or purchase or redemption of currency market funds issued by <u>domestic</u> securities investment trust businesses: (omitted)</p> <p>3. With respect to the acquisition of real property from a related party, information regarding appraisal of the reasonableness of the preliminary transaction terms in accordance with Article 3.1 and Article 4.</p> <p>..... (omitted)</p> <p>The calculation of the transaction amounts referred to in the preceding paragraph shall be made in accordance with Article 14 and "within the preceding year" as used</p>	<p>If the real property or the <u>right to use such assets</u> acquired or disposed of by the Company from an interested party, or the amount of other assets other than the real property or the <u>right to use such assets</u> acquired or disposed of by the Company from an interested party has exceeded 10% of the Company's paid-up capital, 10% of its total assets, or NT\$300,000,000; the following information shall be submitted to the Board of Directors for adoption and acknowledged by the supervisor before the transaction contract may be signed and the payment may be remitted except for <u>ROC</u> bond trading, callable and puttable bonds, or purchase or redemption of currency market funds issued by the <u>ROC</u> securities investment trust businesses: (omitted)</p> <p>3. With respect to the acquisition of the real property or the right to <u>use such assets</u> from a related party, information regarding appraisal of the reasonableness of the preliminary transaction terms in accordance with Article 14 and "within the preceding year" as used herein refers to the year</p>

	<p>herein refers to the year preceding the current transaction fact occurrence date.</p> <p>Items that have been approved by both the board of directors and the audit committee in accordance with the Disposition Procedures need not be counted toward the transaction amount. With respect to <u>any acquisition or disposal of equipment held for business use that is to be made between the Company and any of its subsidiaries</u>, the board of directors may authorize the chairperson to decide such matter within a certain limit amount, and then have the decisions submitted to and ratified by the next meeting of the board of directors.</p> <p>..... (omitted)</p> <p>4. Where the Company or any of its subsidiaries acquires real property from a related party and one of the following circumstances exists, the acquisition shall be conducted in accordance with Article 3.1 and Article 3.2.1 to Article 3.3 will not apply:</p> <ol style="list-style-type: none"> (1) The related party acquired the real property by inheritance or as a gift. (2) More than 5 years will have elapsed from the time the related party signed the contract to obtain the real property to the signing date of the current transaction. (3) The real property is acquired through signing of a joint development contract with the related party, or through engaging the related party to build real property, either on the company's own land or on rented land. <p>5.1 However, in the event of any of the following circumstances, the foregoing provision shall not apply, if objective evidence has been submitted and specific opinions on reasonableness have been obtained from a professional real property appraiser and a CPA:</p>	<p>preceding the current transaction fact occurrence date. Items that have been approved by both the board of directors and the audit committee in accordance with the Disposition Procedures need not be counted toward the transaction amount. With respect to <u>any of the following transactions to be made between the Company and any of its subsidiaries, or between its subsidiaries in which the Company directly or indirectly holds 100 percent of the issued shares or authorized capital</u>, the board of directors may authorize the chairperson to decide such matter within a certain limit amount, and then have the decisions submitted to and ratified by the next meeting of the board of directors.</p> <ol style="list-style-type: none"> (1). <u>Acquisition or disposal of equipment held for business use or right-of-use assets thereof;</u> (2). <u>Acquisition or disposal of real property right-of-use assets held for business use.</u> <p>..... (omitted)</p> <p>4. Where the Company or any of its subsidiaries acquires real property <u>right-of-use assets thereof</u> from a related party and one of the following circumstances exists, the acquisition shall be conducted in accordance with Article 3.1 and Article 3.2.1 to Article 3.3 will not apply:</p> <ol style="list-style-type: none"> (1) The related party acquired the <u>real property or right-of-use assets thereof</u> by inheritance or as a gift. (2) More than 5 years will have elapsed from the time the related party signed the contract to obtain the real property <u>right-of-use assets thereof</u> to the signing date of the current transaction. (3) The real property is acquired
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	<p>(1) (omitted)</p> <p>(2) <u>Completed transactions</u> by unrelated parties within the last one year involving other floors of the same property or neighboring or closely valued parcels of land, are found to have similar land area and transaction terms after calculation of reasonable price discrepancies in floor or area land prices in accordance with standard property market sale practices.</p> <p>(3) <u>Leases by unrelated parties within the last one year involving other floors of the same property are found to have similar transaction terms after calculation of reasonable price discrepancies in floor prices in accordance with standard property market leasing practices.</u></p> <p>5.2 <u>Completed transactions</u> involving neighboring or closely valued parcels of land or an adjacent block and within a distance of no more than 500 meters, or parcels close in publicly announced current value. Transactions having similar land areas or parcels of land of a similar size in principle refers to transactions <u>completed</u> by unrelated parties for parcels with a land area of no less than 50 percent of the target property in the planned transaction. With in the last one year refers to the year commencing from the date of occurrence of the acquisition of the real property.</p>	<p>through signing of a joint development contract with the related party, or through engaging the related party to build real property, either on the company's own land or on rented land.</p> <p>(4) <u>The real property right-of-use assets held for business use are acquired between the Company and any of its subsidiaries, or between its subsidiaries in which the Company directly or indirectly holds 100 percent of the issued shares or authorized capital.</u></p> <p>5.1 However, in the event of any of the following circumstances, the foregoing provision shall not apply, if objective evidence has been submitted and specific opinions on reasonableness have been obtained from a professional real property appraiser and a CPA:</p> <p>(1) (omitted)</p> <p>(2) <u>Transactions</u> by unrelated parties within the last one year involving other floors of the same property or neighboring or closely valued parcels of land, are found to have similar land areas and transaction terms after calculation of reasonable price discrepancies in floor or area land prices in accordance with standard property market sale or <u>leasing practices.</u></p> <p>5.2 <u>Transactions</u> involving neighboring or closely valued parcels of land and an adjacent block and a distance of no more than 500 meters, or parcels close in publicly announced current value. Transactions having similar land areas or parcels of land of a similar size in principle refers to transactions of unrelated parties for parcels with a land area of no</p>
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		less than 50 percent of the target planned transaction. Within the last one year refers to the year commencing from the date of occurrence of the acquisition of the real property or <u>obtainment of the right-of-use assets</u> thereof.
Article 10	<p>6.3</p> <p>The Company or any of its subsidiaries, having set aside a special reserve under Article 3.6.1 and 3.6.2, may not utilize the special reserve until the competent authority has given its consent, and the company has recognized a loss on decline in market value of the assets it purchased at a premium, or disposed of, or to which adequate compensation has been made, or the status quo ante of which has been restored, or there is other evidence confirming that there was nothing unreasonable about the transaction.</p>	<p>6.3</p> <p>The Company or any of its subsidiaries, having set aside a special reserve under Article 3.6.1 and 3.6.2, may not utilize the special reserve until the competent authority has given its consent, and the company has recognized a loss on in market value of the assets it purchased <u>leased</u> at a premium, or disposed of, <u>or the lease contract of which has been terminated</u>, or to which adequate compensation has been made, or the status quo ante of which has been restored, or there is other evidence confirming that there was nothing unreasonable about the transaction.</p>
Article 14	<p>14.1</p> <p>Under any of the following circumstances, the Company or any of its subsidiaries acquiring or disposing of assets shall publicly announce and report the relevant information on the competent authority's designated website in the appropriate format as prescribed by the regulations of the competent authority and fitting to the nature of the transaction within 2 days of the date of occurrence of the event:</p> <p>1. Acquisition or disposal of real property from or to a related party, or acquisition or disposal of assets other than real property from or to a related party, wherein the transaction amount reaches 20 percent or more of the company's paid-in capital, 10 percent or more of the company's total assets, or NT\$300 million or more, save for trading of government bonds, or bonds under repurchase and resale agreements, or subscription or repurchase of money</p>	<p>14.1</p> <p>Under any of the following circumstances, the Company or any of its subsidiaries acquiring or disposing of assets shall ce and report the relevant information on the competent authority's designated website in the appropriate format as prescribed by the regulations of the competent authority and fitting to the nature of the transaction within 2 days of the date of occurrence of the event:</p> <p>1. Acquisition or disposal of real property <u>or right-of-use assets thereof</u> from or to a related party, or acquisition or disposal of assets other than real property <u>or right-of-use assets thereof</u> from or to a related party, wherein the transaction amount reaches 20 percent or more of the company's paid-in capital, 10 percent or more of</p>

	<p>market funds issued by domestic securities investment trust enterprises.</p> <ol style="list-style-type: none"> 2. Merger, demerger, acquisition or transfer of shares. 3. Losses from trading of derivatives reaching the maximum of the aggregate losses or the losses on individual contracts. 4. Acquisition or disposal of assets that are equipment held for business use, from or to a transaction counterparty transaction amount meeting any of the following criteria: <ol style="list-style-type: none"> (1) For a company with paid-in capital of less than NT\$10 billion, the transaction amount reaches NT\$500 million or more. (2) For a company with paid-in capital of NT\$10 billion or more, the NT\$1 billion or more. 5. Acquisition or disposal of real property held for construction use, from or to a transaction counterparty that is not a related party, by a publicly listed company in the construction business, and in the transaction amount reaching NT\$500 million. 6. Acquisition of real property under an arrangement for engaging others to build on the company's own land, engaging others to build on rented land, joint construction and allocation of housing units, joint construction and allocation of ownership percentages, or joint construction and separate sale, in which the Company or its subsidiary expects to invest NT\$500 million or more. 7. Disposal of receivables by any financial institution, or investment in the Mainland China area, other than any of the asset transactions referred to in the preceding 6 subparagraphs, that reaches NT\$300 million or more, or 20 percent or more of the company's paid-in capital, 	<p>the company's total assets, or NT\$300 million or more, save for trading of <u>domestic</u> government bonds, or bonds under repurchase and resale agreements, or subscription or repurchase of money market funds issued by domestic securities investment trust enterprises.</p> <ol style="list-style-type: none"> 2. Merger, demerger, acquisition, or transfer of shares. 3. Losses from trading of derivatives reaching the maximum of the aggregate losses or the losses on individual contracts <u>as set forth in the procedure adopted by the Company.</u> 4. Acquisition or disposal of assets that are equipment <u>or right-of-use assets thereof</u> held for business use, from or to a transaction counterparty that is not a related party, and in a transaction amount meeting any of the following criteria: <ol style="list-style-type: none"> (1) For a company with paid-in capital of less than NT\$10 billion, the transaction amount reaches NT\$500 million or more. (2) For a company with paid-in capital of NT\$10 billion or more, the transaction amount reaches NT\$1 billion or more. 5. Acquisition or disposal of real property held for construction use, from or to a transaction counterparty that is not a related party, by <u>the Company or any of its subsidiaries</u> in the construction business, and transaction amount reaching NT\$500 million; <u>among such cases, if the company has paid-in capital of</u>
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	<p>except under any of the following circumstances:</p> <ol style="list-style-type: none"> (1) Trading of government bonds; (2) Done by professional investors, trading of securities on foreign and domestic securities exchanges or OTC venues, or subscription of ordinary corporate bonds or general bank debentures without equity characteristics that are offered and issued in the domestic primary market, or subscription of securities in accordance with the regulations of the Taipei Exchange by a securities firm a necessitated by its undertaking business or as an advisory/recommending securities firm for an emerging stock company. (3) Trading of bonds under repurchase and resale agreements, or subscription or repurchase of money market funds issued by domestic securities investment trust enterprises. 	<p><u>NT\$10 billion or more, and is disposing of real property from a construction project completed by itself, with a transaction counterparty that is not a related party, the threshold shall be a transaction amount reaching NT\$1 billion or more.</u></p> <ol style="list-style-type: none"> 6. Acquisition of real property under an arrangement for engaging others to build on the company's own land, engaging others to build on rented land, joint construction and allocation of housing units, joint construction and allocation of ownership percentages, or joint construction and separate sale, in which <u>the transaction counterparty is not a related party</u>, and the Company or its subsidiary expects to invest NT\$500 million or more. 7. Disposal of receivables by any financial institution, or investment in the Mainland China area, other than any of the asset transactions referred to in the preceding 6 subparagraphs, that reaches NT\$300 million or more, or 20 percent or more of the company's paid-in capital, except under any of the following circumstances: <ol style="list-style-type: none"> (1) Trading of <u>domestic government bonds</u>; (2) Done by professional investors, trading of securities on securities exchanges or OTC venues, or subscription of ordinary corporate bonds or general bank debentures without equity characteristics (<u>excluding subordinated debts</u>) that are offered and
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		<p>issued in the primary market, <u>or subscription or repurchase of securities investment trust funds or futures trust funds</u>, or subscription of securities in accordance with the regulations of the Taipei Exchange by a securities firm as necessitated by its undertaking business or as an advisory/ recommending securities firm for an emerging stock company.</p> <p>(3) Trading of bonds under repurchase and resale agreements, or subscription or repurchase of money market funds issued by domestic securities investment trust enterprises</p>
Article 14	<p>The transaction amount referenced in shall be calculated as below:</p> <ol style="list-style-type: none"> 1. The amount of each individual transaction. 2. The cumulative transaction amount of acquisitions and disposals of the same type of underlying asset with the same transaction counterparty within the last one year. 3. The cumulative transaction amount of acquisitions or disposals (cumulative sum of transaction amounts separately for acquisitions and disposals) of real property of the same development project within the last one year. 4. The cumulative transaction amount of acquisitions or disposals (cumulative sum of transaction amounts separately for acquisitions and disposals) of the same security within the last one year. 	<p>The transaction amount referenced in shall be calculated as below:</p> <ol style="list-style-type: none"> 1. The amount of each individual transaction. 2. The cumulative transaction amount of acquisitions and disposals of the same type of underlying asset with the same transaction counterparty within the last one year. 3. The cumulative transaction amount of acquisitions or disposals (cumulative sum of transaction amounts separately for acquisitions and disposals) of real property <u>or right-of-use</u> of the same development project within the last one year. 4. The cumulative transaction amount of acquisitions or disposals (cumulative sum of transaction amounts separately for acquisitions and disposals) of the same security within the last one year.
Article 15	<p>The threshold of <u>2 percent</u> of paid-in capital or <u>10 percent</u> of total assets for public announcement and reporting applicable to be determined based on the paid-in capital or the total assets of the Company.</p>	<p>The paid-in capital or total assets threshold for public announcement and reporting applicable to be determined based on the paid-in capital or the total assets of the Company.</p>

The subsidiaries of Ventec International Group Co., Ltd.

Comparison Table for Amendments to the Procedures the Acquisition or Disposition of Assets

Article	Before Amendment	After Amendment
Article 3	<p>Scope of Application for Assets The term "Assets" as used in the Disposition Procedure includes the following:</p> <ol style="list-style-type: none"> 1. Investments in stocks, government bonds, corporate bonds, financial bonds, securities that represent mutual funds, depository receipts, call or put warrants, beneficiary certificates, and asset backed securities; 2. Real property (including land, houses and buildings, investment property) and (land use rights) equipment. 3. Membership certificates. 4. Patents, copyrights, trademarks, franchiserights, and other intangible assets. 5. Claims for financial institutions (including account receivables, exchange buying discounts and loans, overdue receivables). 6. Derivatives. 7. Assets acquired or disposed of due to mergers, spinoffs, acquisitions, or the transfer of shares. 8. Other major assets 	<p>Scope of Application for Assets The term "Assets" as used in the Disposition Procedures includes the following:</p> <ol style="list-style-type: none"> 1. Investments in stocks, government bonds, corporate bonds, financial bonds, securities that represent mutual funds, depository receipts, call or put warrants, beneficiary certificates, and asset backed securities; 2. Real property (including land, houses and buildings, investment property) and equipment. 3. Membership certificates. 4. Patents, copyrights, trademarks, franchiserights, and other intangible assets. 5. <u>Right to use assets.</u> 6. Claims for financial institutions (including account receivables, exchange buying discounts and loans, overdue receivables). 7. Derivatives. 8. Assets acquired or disposed of due to mergers, spinoffs, acquisitions, or the transfer of shares. 9. Other major assets

Article 4	<p>Term Definitions Terms used in the Disposition Procedures are defined as follows:</p> <ol style="list-style-type: none"> 1. Derivatives: Forward contracts, options contracts, futures contracts, leverage contracts, or swap contracts, whose value is derived from <u>assets</u>, <u>interest</u>, foreign exchange rates, <u>indexes</u>, <u>other gains</u>, etc.; and hybrid contracts combining the above <u>contracts</u>, etc. The term "forward contracts" does not include insurance contracts, performance contracts, after-sales service contracts, long-term leasing contracts, or long-term purchase (sales) <u>contracts</u>. 2. Assets Acquired or Disposed of Through Mergers, Spinoffs, Acquisitions, or Share Transfers in Accordance With Law: Refers to the assets acquired or disposed of through mergers, spinoffs, or acquisitions conducted under the Business Mergers and Acquisitions Act, Financial Holding Company Act, Financial Institution Merger Act, and other acts of the Republic of China, or share transfers from another company through issuance of new shares of its own as the consideration therefor (hereinafter "share transfers") under the ROC Company Act Article 156, Paragraph 8. 3. Related Party or Subsidiary: As defined in the Regulations Governing the Preparation of Financial Reports by Securities Issuers of the Republic of China. 4. Professional Appraiser: Refers to a real property appraiser 	<p>Term Definitions Terms used in the Disposition Procedures are defined as follows:</p> <ol style="list-style-type: none"> 1. Derivatives: Refers to the forward contracts, options contracts, futures contracts, leverage contracts, or swap contracts, whose value is derived from a specified interest rate, financial instrument price, commodity price, foreign exchange rate, index of prices or rates, credit rating or credit index, or other variable; or hybrid contracts combining the above contracts; or hybrid contracts or structured products containing embedded derivatives, etc. The forward contracts referred to in this procedure do not include insurance contracts, performance contracts, after-sales service contracts, long-term leases, and long-term purchase (sale) contracts. 2. Assets Acquired or Disposed of Through Mergers, Spinoffs, Acquisitions, or Share Transfers in Accordance With Law: Refers to the assets acquired or disposed of through mergers, spinoffs, or acquisitions conducted under the Business Mergers and Acquisitions Act, Financial Holding Company Act, Financial Institution Merger Act, and other acts of the Republic of China, or share transfers from another company through issuance of new shares of its own as the consideration therefor (hereinafter "share transfers") under the ROC Company Act Article 156-3.
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	<p>or other person duly authorized by law to engage in the value appraisal of real property or equipment.</p> <p>5. Fact Occurrence Date: Refers to the contract signing date, payment date, consignment trade date, transfer date, Board of Directors resolutions dates, or other date that the counterpart and the transaction monetary amount, whichever date is earlier; provided, for investment for which competent authority approval is required, the earlier of the above date or the approval receipt date by the competent authority shall apply.</p> <p>6. Mainland China Area Investment: Refers to investments in the Mainland China area approved by the Ministry of Economic Affairs Investment Commission or conducted in accordance with the provisions of the Regulations Governing Permission for Investment or Technical Cooperation in the Mainland Area.</p>	<p>3. Related Party or Subsidiary: As defined in the Regulations Governing the Preparation of Financial Reports by Securities Issuers of the Republic of China.</p> <p>4. Professional Appraiser: Refers to a real property appraiser or other person duly authorized by law to engage in the value appraisal of real property or equipment.</p> <p>5. Fact Occurrence Date: Refers to the contract signing date, payment date, consignment trade date, transfer date, Board of Directors resolutions dates, or other date that the counterpart and the transaction monetary amount, whichever date is earlier; provided, for investment for which competent authority approval is required, the earlier of the above date or the approval receipt date by the competent authority shall apply.</p> <p>6. Mainland China Area Investment: Refers to investments in the Mainland and China area approved by the Ministry of Economic Affairs Investment Commission or conducted in accordance with the provisions of the Regulations Governing Permission for Investment or Technical Cooperation in the Mainland Area.</p> <p>7. <u>Securities Exchange:</u> <u>"Domestic Securities Exchange" refers to the Taiwan Stock Exchange Corporation; "Foreign Securities Exchange" refers to any organized securities exchange</u></p>
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Article 5	<p>Professional appraisers and their officers, CPAs, attorneys, and securities underwriters that provide the Company with appraisal reports, CPA's opinions, attorney's opinions, or underwriter's opinions may <u>not be a related party of any party to the transaction.</u></p>	<p>Professional appraisers and their officers, CPAs, attorneys, and securities underwriters that provide the Company with appraisal reports, CPA's opinions, attorney's opinions, or underwriter's opinions <u>shall meet the following requirements:</u></p> <ol style="list-style-type: none"> 1. <u>May not have previously received a final and unappealable sentence to imprisonment for 1 year or longer for a violation. However, this provision does not apply if 3 years have already passed since completion of service of the sentence, since expiration of the period of a suspended sentence, or since a pardon was received.</u> 2. <u>May not be a related party or de facto related party of any party to the transaction.</u> 3. <u>If the Company is required to obtain appraisal reports from two or more professional appraisers,</u>

		<p><u>the different professional appraisers or appraisal officers may not be related parties or de facto related parties of each other.</u></p> <p><u>When issuing an appraisal report or opinion, the personnel referred to in the preceding paragraph shall comply with the following:</u></p> <ol style="list-style-type: none"> <u>1. Prior to accepting a case, they shall prudently assess their own professional capabilities, practical experience, and independence.</u> <u>2. When examining a case, they shall appropriately plan and execute adequate working procedures, in order to produce a conclusion and use the conclusion as the basis for issuing the report or opinion. The related working procedures, data collected, and conclusion shall be fully and accurately specified in the case working papers.</u> <u>3. They shall undertake an item-by-item evaluation of the comprehensiveness, accuracy, and reasonableness of the sources of data used, the parameters, and the information, as the basis for issuance of the appraisal report or the opinion.</u> <u>4. They shall issue a statement attesting to the professional competence and independence of the personnel who prepared the report or opinion, and that they have evaluated</u>
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		<u>and found that the information used is reasonable and accurate, and that they have complied with applicable laws and regulations.</u>
Article 6	<p>Limits on Real Property for Non-business Use or Securities Acquired The limits on real property for non-business use or securities acquired by the Company and each Subsidiary are as follows:</p> <ol style="list-style-type: none"> 1. The total amounts of real property for non-business use shall not exceed 10% of the net worth as stated in the latest financial statements of the Company or any of its Subsidiaries. 2. The total amount of securities investment by the Company shall not exceed 80% of the Company's net worth as stated in its latest financial statement. The amount of individual securities investment shall not exceed 80% of the Company's net worth as stated in its latest financial statement. 3. The total amount of securities investment by each Subsidiary shall not exceed 60% of each company's net worth as stated in its latest financial statement. The amount of individual securities investment shall not exceed 60% of each company's net worth as stated in its latest financial statement. 	<p>Limits on Real Property and the Right to Use Such Assets for Non-business Use or Securities Acquired The limits on real property and the right to use such assets for non-business use or securities acquired by the Company and each Subsidiary are as follows:</p> <ol style="list-style-type: none"> 1. The total amounts of real property, <u>and the right to use such assets</u> for non-business use shall not exceed 10% of the net worth as stated in The latest financial statements of The Company or any of its Subsidiaries. 2. The total amount of securities investment by the Company shall not exceed 80% of the Company's net worth as stated in its latest financial statement. The amount of individual securities investment shall not exceed 80% of the Company's net worth as stated in its latest financial statement. 3. The total amount of securities investment by each Subsidiary shall not exceed 30% of each company's net worth as stated in its latest financial statement. The amount of individual securities investment shall not exceed 60% of each company's net worth as stated in its latest financial statement.

Article 7		<p>The Company shall handle assets acquisition or disposal in compliance with the following appraisal procedures:</p> <ol style="list-style-type: none"> 1. (omitted) 2. (omitted) 3. Where the Company acquires or disposes of <u>memberships or</u> intangible assets and the transaction amount reaches 20% or more of paid-in capital or NT\$300,000,000 or more, except in transactions with government agencies, the Company shall engage a CPA prior to the fact occurrence date to render an opinion on the reasonableness of the transaction price; the CPA shall comply with the provisions of the Statement of Auditing Standards No. 20 published by the Accounting R&D Foundation. 4. In acquiring or disposing of real property <u>or</u> equipment where the transaction amount reaches 20% of the Company's paid-up capital or NT\$300,000,000 or more, the Company, unless transacting with government agencies, engaging others to build on its own land, engaging others to build on rented land, or acquiring or disposing of equipment held for business use, shall obtain an appraisal report prior to the fact occurrence date from a professional appraiser and shall further comply with the following provisions: <ol style="list-style-type: none"> (1) Where due to special circumstances it is necessary to give a limited price, specified price, or special price as a reference basis for the transaction price, the
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		price, the transaction shall be submitted for approval in advance by the Board of Directors; change to the terms and conditions of the transaction <u>in the future shall also be handled in accordance with the above procedures.</u> (omitted hereinafter)
Article 9	Where the Company or any of its subsidiaries acquires or disposes of any <u>membership or</u> intangible asset, (omitted hereinafter)	Where the Company or any of its subsidiaries acquires or disposes of any intangible asset, or right-of-use asset <u>thereof, or membership,</u>
Article 10	<p>If the real property acquired or disposed of by the Company from an interested party, or the amount of other assets other than real property acquired or disposed of by the Company from an interested party has exceeded 20% of the Company's paid-up capital, 10% of its total assets, or NT\$300,000,000; the following information shall be submitted to the Board of Directors for adoption and acknowledged by the supervisor before the transaction contract may be signed and the payment may be remitted except for bond trading, callable and puttable bonds, or purchase or redemption of currency market funds issued by <u>domestic</u> securities investment trust businesses: (omitted)</p> <p>3. With respect to the acquisition of real property from a related party, information regarding appraisal of the reasonableness of the preliminary transaction terms in accordance with Article 3.1 and Article 4. (omitted)</p> <p>The calculation of the transaction amounts referred to in the preceding paragraph shall be made in accordance with Article 14, and "within the preceding year" as used herein refers to the year preceding the current transaction fact occurrence date.</p>	<p>If the real property or the <u>right to use such assets</u> acquired or disposed of by the Company from an interested party, or the amount of other assets other than the real property or the <u>right to use such assets</u> acquired or disposed of by the Company from an interested party has exceeded 10% of the Company's paid-up capital, 10% of its total assets, or NT\$300,000,000; the following information shall be submitted to the Board of Directors for adoption and acknowledged by the supervisor before the transaction contract may be signed and the payment may be remitted except for <u>ROC</u> bond trading, callable and puttable bonds, or purchase or redemption of currency market funds issued by the <u>ROC</u> securities investment trust businesses: (omitted)</p> <p>3. With respect to the acquisition of the real property or the right to <u>use such assets</u> from a related party, information regarding appraisal of the reasonableness of the preliminary transaction terms in accordance with Article 14 and "within the preceding year" as used herein refers to the</p>

<p>Items that have been approved by both the board of directors and the audit committee in accordance with the Disposition Procedures need not be counted toward the transaction amount. With respect to <u>any acquisition or disposal of equipment held for business use that is to be made between the Company and any of its subsidiaries</u>, the board of directors may authorize the chairperson to decide such matter within a certain limit amount, and then have the decisions submitted to and ratified by the next meeting of the board of directors.</p> <p>..... (omitted)</p> <p>4. Where the Company or any of its subsidiaries acquires real property from a related party and one of the following circumstances exists, the acquisition shall be conducted in accordance with Article 3.1 and Article 3.2.1 to Article 3.3 will not apply:</p> <ol style="list-style-type: none"> (1) The related party acquired the real property by inheritance or as a gift. (2) More than 5 years will have elapsed from the time the related party signed the contract to obtain the real property to the signing date of the current transaction. (3) The real property is acquired through signing of a joint development contract with the related party, or through engaging the related party to build real property, either on the company's own land or on rented land. <p>5.1 However, in the event of any of the following circumstances, the foregoing provision shall not apply, if objective evidence has been submitted and specific opinions on reasonableness have been obtained from a professional real property appraiser and a CPA:</p> <ol style="list-style-type: none"> (1) (omitted) (2) <u>Completed transactions</u> by unrelated parties within the last one year 	<p>year preceding the current transaction fact occurred date. Items that have been approved by both the board of directors and the audit committee in accordance with the Disposition Procedures need not be counted toward the transaction amount. With respect to <u>any of the following transactions to be made between the Company and any of its subsidiaries, or between its subsidiaries in which the Company directly or indirectly holds 100 percent of the issued shares or authorized capital</u>, the board of directors may authorize the chairperson to decide such matter within a certain limit amount, and then have the decisions submitted to and ratified by the next meeting of the board of directors.</p> <ol style="list-style-type: none"> (1). <u>Acquisition or disposal of equipment held for business use or right-of-use assets thereof;</u> (2). <u>Acquisition or disposal of real property right-of-use assets held for business use.</u> <p>..... (omitted)</p> <p>4. Where the Company or any of its subsidiaries acquires real property <u>right-of-use assets thereof</u> from a related party and one of the following circumstances exists, the acquisition shall be conducted in accordance with Article 3.1 and Article 3.2.1 to Article 3.3 will not apply:</p> <ol style="list-style-type: none"> (1) The related party acquired the real property <u>or right-of-use assets thereof</u> by inheritance or as a gift. (2) More than 5 years will have elapsed from the time the related party signed the contract to obtain the real property <u>right-of-use assets thereof</u> to the signing date of the current transaction. (3) The real property is acquired through signing of a joint
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	<p>involving other floors of the same property or neighboring or closely valued parcels of land, are found to have similar land area and transaction terms after calculation of reasonable price discrepancies in floor or area land prices in accordance with standard property market sale practices.</p> <p>(3) <u>Leases by unrelated parties within the last one year involving other floors of the same property are found to have similar transaction terms after calculation of reasonable price discrepancies in floor prices in accordance with standard property market leasing practices.</u></p> <p>5.2 <u>Completed transactions</u> involving neighboring or closely valued parcels of land or an adjacent block and within a distance of no more than 500 meters, or parcels close in publicly announced current value. Transactions having similar land areas or parcels of land of a similar size in principle refers to transactions <u>completed</u> by unrelated parties for parcels with a land area of no less than 50 percent of the target property in the planned transaction. Within the last one year refers to the year commencing from the date of occurrence of the acquisition of the real property.</p>	<p>development contract with the related party, or through engaging the related party to build real property, either on the company's own land or on rented land.</p> <p><u>(4) The real property right-of-use assets held for business use are acquired between the Company and any of its subsidiaries, or between its subsidiaries in which the Company directly or indirectly holds 100 percent of the issued shares or authorized capital.</u></p> <p>5.1 However, in the event of any of the following circumstances, the foregoing provision shall not apply, if objective evidence has been submitted and specific opinions on reasonableness have been obtained from a professional real property appraiser and a CPA:</p> <p>(1) (omitted)</p> <p>(2) <u>Transactions</u> by unrelated parties within the last one year involving other floors of the same property or neighboring or closely valued parcels of land, are found to have similar land areas and transaction terms after calculation of reasonable price discrepancies in floor or area land prices in accordance with standard property market sale or <u>leasing practices.</u></p> <p>5.2 <u>Transactions</u> involving neighboring or closely valued parcels of land or an adjacent block and a distance of no more than 500 meters, or parcels close in publicly announced current value. Transactions having similar land areas or parcels of land of a similar size in principle refers to transactions of unrelated parties for parcels with a land area of no less than 50 percent of the target planned transaction. Within the last one year refers to the year</p>
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		commencing from the date of occurrence of the acquisition of the real property or <u>obtainment of the right-of-use assets</u> thereof.
Article 10	<p>6.3</p> <p>The Company or any of its subsidiaries, having set aside a special reserve under Article 3.6.1 and 3.6.2, may not utilize the special reserve until the competent authority has given its consent, and the company has recognized a loss on decline in market value of the assets it purchased at a premium, or disposed of, or to which adequate compensation has been made, or the status quo ante of which has been restored, or there is other evidence confirming that there was nothing unreasonable about the transaction.</p>	<p>6.3</p> <p>The Company or any of its subsidiaries, having set aside a special reserve under Article 3.6.1 and 3.6.2, may not utilize the special reserve until the competent authority has given its consent, and the company has recognized a loss on in market value of the assets it purchased <u>leased</u> at a premium, or disposed of, <u>or the lease contract of which has been terminated</u>, or to which adequate compensation has been made, or the status quo ante of which has been restored, or there is other evidence confirming that there was nothing unreasonable about the transaction.</p>
Article 14	<p>14.1</p> <p>Under any of the following circumstances, the Company or any of its subsidiaries acquiring or disposing of assets shall publicly announce and report the relevant information on the competent authority's designated website in the appropriate format as prescribed by the regulations of the competent authority and fitting to the nature of the transaction within 2 days of the date of occurrence of the event:</p> <ol style="list-style-type: none"> 1. Acquisition or disposal of real property from or to a related party, or acquisition or disposal of assets other than real property from or to a related party, wherein the transaction amount reaches 20 percent or more of the company's paid-in capital, 10 percent or more of the company's total assets, or NT\$300 million or more, save for trading of government bonds, or bonds under repurchase and resale agreements, or subscription or repurchase of money market funds issued by domestic securities investment trust enterprises. 2. Merger, demerger, acquisition or transfer of shares. 	<p>14.1</p> <p>Under any of the following circumstances, the Company or any of its subsidiaries acquiring or disposing of assets shall ce and report the relevant information on the competent authority's designated website in the appropriate format as prescribed by the regulations of the competent authority and fitting to the nature of the transaction within 2 days of the date of occurrence of the event:</p> <ol style="list-style-type: none"> 1. Acquisition or disposal of real property <u>or right-of-use assets thereof</u> from or to a related party, or acquisition or disposal of assets other than real property <u>or right-of-use assets thereof</u> from or to a related party, wherein the transaction amount reaches 20 percent or more of the company's paid-in capital, 10 percent or more of the company's total assets, or NT\$300 million or more, save for trading of <u>domestic</u> government bonds, or bonds

	<ol style="list-style-type: none"> 3. Losses from trading of derivatives reaching the maximum of the aggregate losses or the losses on individual contracts. 4. Acquisition or disposal of assets that are equipment held for business use, from or to a transaction counterparty transaction amount meeting any of the following criteria: <ol style="list-style-type: none"> (1) For a company with paid-in capital of less than NT\$10 billion, the transaction amount reaches NT\$500 million or more. (2) For a company with paid-in capital of NT\$10 billion or more, the NT\$1 billion or more. 5. Acquisition or disposal of real property held for construction use, from or to a transaction counterparty that is not a related party, by a publicly listed company in the construction business, and in the transaction amount reaching NT\$500 million. 6. Acquisition of real property under an arrangement for engaging others to build on the company's own land, engaging others to build on rented land, joint construction and allocation of housing units, joint construction and allocation of ownership percentages, or joint construction and separate sale, in which the Company or its subsidiary expects to invest NT\$500 million or more. 7. Disposal of receivables by any financial institution, or investment in the Mainland China area, other than any of the asset transactions referred to in the preceding 6 subparagraphs, that reaches NT\$300 million or more, or 20 percent or more of the company's paid-in capital, except under any of the following circumstances: <ol style="list-style-type: none"> (1) Trading of government bonds; (2) Done by professional investors, trading of securities on foreign and domestic securities 	<p>under repurchase and resale agreements, or subscription or repurchase of money market funds issued by domestic securities investment trust enterprises.</p> <ol style="list-style-type: none"> 2. Merger, demerger, acquisition, or transfer of shares. 3. Losses from trading of derivatives reaching the maximum of the aggregate losses or the losses on individual contracts <u>as set forth in the procedure adopted by the Company.</u> 4. Acquisition or disposal of assets that are equipment <u>or right-of-use assets thereof</u> held for business use, from or to a transaction counterparty that is not a related party, and in a transaction amount meeting any of the following criteria: <ol style="list-style-type: none"> (1) For a company with paid-in capital of less than NT\$10 billion, the transaction amount reaches NT\$500 million or more. (2) For a company with paid-in capital of NT\$10 billion or more, the transaction amount reaches NT\$1 billion or more. 5. Acquisition or disposal of real property held for construction use, from or to a transaction counterparty that is not a related party, <u>by the Company or any of its subsidiaries</u> in the construction business, and transaction amount reaching NT\$500 million; <u>among such cases, if the company has paid-in capital of NT\$10 billion or more, and is disposing of real property from a construction project completed by itself, with a transaction counterparty that is</u>
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	<p>exchanges or OTC venues, or subscription of ordinary corporate bonds or general bank debentures without equity characteristics that are offered and issued in the domestic primary market, or subscription of securities in accordance with the regulations of the Taipei Exchange by a securities firm a secessitated by its undertaking business or as an advisory/recommending securities firm for an emerging stock company.</p> <p>(3) Trading of bonds under repurchase and resale agreements, or subscription or repurchase of money market funds issued by domestic securities investment trust enterprises.</p>	<p><u>not a related party, the threshold shall be a transaction amount reaching NT\$1 billion or more.</u></p> <p>6. Acquisition of real property under an arrangement for engaging others to build on the company's own land, engaging others to build on rented land, joint construction and allocation of housing units, joint construction and allocation of ownership percentages, or joint construction and separate sale, in which <u>the transaction counterparty is not a related party</u>, and the Company or its subsidiary expects to invest NT\$500 million or more.</p> <p>7. Disposal of receivables by any financial institution, or investment in the Mainland China area, other than any of the asset transactions referred to in the preceding 6 subparagraphs, that reaches NT\$300 million or more, or 20 percent or more of the company's paid-in capital, except under any of the following circumstances:</p> <p>(1) Trading of <u>domestic government bonds</u>;</p> <p>(2) Done by professional investors, trading of securities on securities exchanges or OTC venues, or subscription of ordinary corporate bonds or general bank debentures without equity characteristics <u>(excluding subordinated debts)</u> that are offered and issued in the primary market, <u>or subscription or repurchase of securities investment trust funds or futures trust funds</u>, or subscription of securities in</p>
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		<p>accordance with the regulations of the Taipei Exchange by a securities firm as necessitated by its undertaking business or as an advisory/ recommending securities firm for an emerging stock company.</p> <p>(3) Trading of bonds under repurchase and resale agreements, or subscription or repurchase of money market funds issued by domestic securities investment trust enterprises</p>
Article 14	<p>The transaction amount referenced in shall be calculated as below:</p> <ol style="list-style-type: none"> 1. The amount of each individual transaction. 2. The cumulative transaction amount of acquisitions and disposals of the same type of underlying asset with the same transaction counterparty within the last one year. 3. The cumulative transaction amount of acquisitions or disposals (cumulative sum of transaction amounts separately for acquisitions and disposals) of real property of the same development project within the last one year. 4. The cumulative transaction amount of acquisitions or disposals (cumulative sum of transaction amounts separately for acquisitions and disposals) of the same security within the last one year. 	<p>The transaction amount referenced in shall be calculated as below:</p> <ol style="list-style-type: none"> 1. The amount of each individual transaction. 2. The cumulative transaction amount of acquisitions and disposals of the same type of underlying asset with the same transaction counterparty within the last one year. 3. The cumulative transaction amount of acquisitions or disposals (cumulative sum of transaction amounts separately for acquisitions and disposals) of real property <u>or right-of-use</u> of the same development project within the last one year. 4. The cumulative transaction amount of acquisitions or disposals (cumulative sum of transaction amounts separately for acquisitions and disposals) of the same security within the last one year.
Article 15	<p>The threshold of <u>2 percent</u> of paid-in capital or <u>10 percent</u> of total assets for public announcement and reporting applicable to be determined based on the paid-in capital or the total assets of the Company.</p>	<p>The paid-in capital or total assets threshold for public announcement and reporting applicable to be determined based on the paid-in capital or the total assets of the Company.</p>

【Attachment 12】

Ventec International Group Co., Ltd.

Comparison Table for Amendments to the Procedures for
Lending Funds to Other Parties

Article	Before Amendment	After Amendment
Article 5	<p>The limitations on the aggregate amount of loans The total amount of the Company's funds lent to others shall not exceed 40% of the Company's net worth as stated in its most recent certified financial statements. For each loan, the maximum amount in accordance with the type of the loan shall be conform to the following provisions:</p> <ol style="list-style-type: none"> 1. The amount of an individual loan granted to a company with a business relationship with the Company shall not exceed the business transaction amount of purchases or sales between the parties, whichever may be higher in the past year or current year to date of the loan. 2. When the Company's funds are lent to a company for necessary short-term financing, the individual loans and the total amount of loans shall not exceed 40% of the Company's net worth as stated in its most recent certified financial statements. <p>When the Company loans funds to a foreign company in which the Company directly and indirectly holds 100% of the voting shares, the accumulated amount shall not exceed 100% of the Company's net worth as stated in its most recent certified financial statements.</p>	<p>The limitations on the aggregate amount of loans The total amount of the Company's funds lent to others shall not exceed 40% of the Company's net worth as stated in its most recent certified financial statements. For each loan, the maximum amount in accordance with the type of the loan shall be conform to the following provisions:</p> <ol style="list-style-type: none"> 1. The amount of an individual loan granted to a company with a business relationship with the Company shall not exceed the business transaction amount of purchases or sales between the parties, whichever may be higher in the past year or current year to date of the loan. 2. When the Company's funds are lent to a company for necessary short-term financing, the individual loans and the total amount of loans shall not exceed 40% of the Company's net worth as stated in its most recent certified financial statements. <p>When the Company loans funds to a foreign company in which the Company directly and indirectly holds 100% of the voting shares, <u>the amount of lending, or the sum of capital lending by a foreign company in which the company directly and indirectly holds 100% of the voting shares</u></p>

		the accumulated amount shall not exceed 1000% of the Company's net worth as stated in its most recent certified financial statements.
Article 4	The term of loans made by the Company to others shall not exceed 1 year. In the case of special circumstances, it shall be adjusted according to the actual situation after the approval by the Board of Directors. <u>It is necessary to extend the loan and the term, and the loan and extension period of each fund is not more than six months, and is limited to one time.</u>	The term of loans made by the Company to others shall not exceed 1 year. Where they are inter-company fund-lending between overseas companies in which the Company holds, directly or indirectly, 100% of the voting shares with short-term financial need, the loan term shall not exceed 3 years.
Article 5	When the Company intends to loan funds to others, it shall consider fully each independent director's opinion whose <u>specific assent or dissent and reasons for dissent shall be included in the meeting minutes of the board of directors.</u>	When the Company intends to loan funds to others, it shall consider fully each independent director's opinion whose <u>dissent or reserved opinion shall be clearly stated in the meeting minutes of the board of directors.</u>
Article 6	3. When the borrower expires, the borrower shall pay off the principal and interest. <u>If the application is postponed due to failure to repay, it is required to make a request in advance and report it to the board of directors for approval. Each deferred repayment shall not exceed one year, and one time shall be limited, and the offender shall provide for it.</u> The collateral or guarantor shall be disposed of and recovered according to law.	(deleted)
Article 7	7.2 The Company's internal auditor shall audit the Procedure and the implementation thereof no less frequently than quarterly, and reduce the audit into written records. They shall promptly notify the <u>supervisor</u> in writing of any material violation found. 7.3 In the event that a change of circumstances in the Company causes the borrower to violate the Procedure or relevant guidelines, or the loan balance to exceed the stipulated limit, the Company shall establish and submit rectification plans to the <u>supervisor</u> for review, and complete rectification pursuant to the timeframe set forth in the rectification plans.	7.2 The Company's internal auditors shall audit the Procedure and the implementation thereof no less frequently than quarterly, and reduce the <u>audit committee</u> into written records. They shall promptly notify the supervisor in writing of any material violation found. 7.3 In the event that a change of circumstances in the Company causes the borrower to violate the Procedure or relevant guidelines, or the loan balance to exceed the stipulated limit, the Company shall establish and submit rectification plans to the

		<u>audit committee</u> for review, and complete rectification pursuant to the timeframe set forth in the rectification plans.
Article 10	<p>Management Procedures for Lending Funds to Other Parties by Subsidiaries</p> <p>3. The internal auditors of the subsidiary shall audit the Procedures and the implementation thereof no less frequently than quarterly and prepare written records accordingly. If a material violation is found, it shall be immediately reported in writing to the audit unit of the Company, and the unit shall submit written information to each <u>Supervisor</u>.</p> <p>4. When the auditors of the Company conduct an audit at subsidiaries pursuant to annual plans, they shall also review the subsidiaries' implementation of the Procedures. If any deficiencies are found, they shall continuously keep track of the improvement and submit reports to <u>Supervisor</u></p>	<p>Management Procedures for Lending Funds to Other Parties by Subsidiaries</p> <p>3. The internal auditors of the subsidiary shall audit the Procedures and the implementation thereof no less frequently than quarterly and prepare written records accordingly. If a material violation is found, it shall be immediately reported in writing to the audit unit of the Company, and the unit shall submit written information to <u>all Audit Committee members</u>.</p> <p>4. When the auditors of the Company conduct an audit at subsidiaries pursuant to annual plans, they shall also review the subsidiaries' implementation of the Procedures. If any deficiencies are found, they shall continuously keep track of the improvement and submit reports to <u>all Audit Committee members</u>.</p>
Article 12	<p>Establishment of the Procedure</p> <p>The Procedure shall be made with approval of the supervisor and the board of directors, and after resolution of the board of directors, shall be presented to and passed at a shareholders' meeting. In the event any director expresses objection with a written record or statement, the Company shall submit the same to the audit committee and the shareholders meeting for discussion. This process shall apply also to an amendment of the Procedure. The Procedure, once established, shall be amended from time to time in accordance with any subsequent change in the relevant laws or regulations, and such amendment shall obtain approval from the audit committee, board of directors, and shareholders meeting in accordance with the applicable laws and regulations. Opinions of each independent director shall have been fully considered before the submission of the Procedure to the board of directors for discussion in accordance with the foregoing provisions, and the consent or disagreement details of which shall be clearly reduced into the minutes of the board of directors meeting.</p>	<p>The establishment or amendment <u>of the Procedure shall be made with approval from more than one half of the total members of the audit committee and resolutions of the board of directors. Without approval from more than one half of the total members of the audit committee, the same may be made with approval from more than two thirds of the total members of the board of directors, and the resolutions of the audit committee shall be recorded in the meeting minutes of the board of directors.</u></p>

【Attachment 13】

Ventec International Group Co., Ltd.

Comparison Table for Amendments to the Procedures for
Endorsement and Guarantee

Article	Before Amendment	After Amendment
Article 6	<p>Ceilings on Endorsement/Guarantee Amount</p> <p>The aggregate endorsements/guarantees amount provided by the Company shall not exceed <u>200%</u> of the Company's net worth, and the endorsements/guarantees amount provided by the Company for any single entity shall not exceed <u>100%</u> .</p> <p>..... (omitted)</p>	<p>Ceilings on Endorsement/Guarantee Amount</p> <p>The aggregate endorsements /guarantees amount provided by the Company shall not exceed <u>400%</u> of the Company's net worth, and the endorsements/guarantees amount provided by the Company for any single entity shall not exceed <u>200%</u></p> <p>..... (omitted)</p>
Article 7	<p>When the Company intends to loan funds to others, it shall consider fully each independent director's opinion <u>whose specific assent or dissent and reasons for dissent shall be included in the meeting minutes of the board of directors.</u></p>	<p>When the Company intends to loan funds to others, it shall consider fully each independent director's opinion <u>whose dissent or reserved opinion shall be clearly stated in the meeting minutes of the board of directors.</u></p>
Article 8	<p>In the event that a change of circumstances in the Company causes the endorsements/guarantees to violate the Procedure or relevant guidelines, or the endorsements/guarantees balance to exceed the stipulated limit, the Company shall establish and submit rectification plans to the <u>supervisor</u> for review, and complete rectification pursuant to the timeframe set forth in the rectification plans.</p>	<p>In the event that a change of circumstances in the Company causes the endorsements/guarantees to violate the Procedure or relevant guidelines, or the endorsements/guarantees balance to exceed the stipulated limit, the Company shall establish and submit rectification plans to the <u>audit committee</u> for review, and complete rectification pursuant to the time frame set forth in the rectification plans.</p>
Article 11	<p>The Company's internal auditors shall audit the Procedure and the implementation thereof no less frequently than quarterly, and reduce the audit into written records. They shall promptly notify the <u>supervisor</u> in writing of any material violation found.</p>	<p>The Company's internal auditors shall audit the Procedure and the implementation thereof no less frequently than quarterly, and reduce the audit into written records. They shall promptly notify the <u>audit committee</u> in writing of any material violation found.</p>

Article 12	<p>Public Announcement and Regulatory Filing Procedures</p> <p>The Company shall announce and report the previous month's endorsements/guarantees balance of the Company and its Subsidiaries by the 10th day of each month. If the Company's endorsements/guarantees balance reaches one of the following levels, it shall announce and report such event within two days commencing immediately from the fact occurrence date:</p> <ol style="list-style-type: none"> 1. The aggregate endorsements/guarantees balance by the Company and its Subsidiaries reaches 50% or more of the Company's net worth as stated in its latest Financial Statement. 2. The endorsements/guarantees balance by the Company and its Subsidiaries for a single enterprise reaches 20% or more of the Company's net worth as stated in its latest Financial Statement. 3. The endorsements/guarantees balance by the Company and its Subsidiaries for a single enterprise reaches NT\$10,000,000 or more and the Aggregate endorsements/guarantees amount for, investment of <u>a long-term nature</u> in, and balance of loans to, such enterprise reaches 30% or more of the Company's net worth as stated in its latest Financial Statement. <p>.... (omitted)</p> <p>The fact occurrence date referred in the Operation Procedures is the transaction signing date, payment date, Board of Directors resolutions dates, or other date that can confirm the counterpart and the <u>transaction</u> monetary amount, which ever date is earlier.</p>	<p>Public Announcement and Regulatory Filing Procedures</p> <p>The Company shall announce and report the previous month's endorsements/guarantees balance of the Company and its Subsidiaries by the 10th day of each month.</p> <p>If the Company's endorsements /guarantees balance reaches one of The following levels, it shall announce and report such event within two days commencing immediately from the fact occurrence date:</p> <ol style="list-style-type: none"> 1. The aggregate endorsements/guarantees balance by the Company and its Subsidiaries reaches 50% or more of the Company's net worth as stated in its latest Financial Statement. 2. The endorsements/guarantees balance by the Company and its Subsidiaries for a single enterprise reaches 20% or more of the Company's net worth as stated in its latest Financial Statement. 3. The endorsements/guarantees balance by the Company and its Subsidiaries for a single enterprise reaches NT\$10,000,000 or more and the aggregate endorsements/guarantees loans to, such enterprise reaches 30% or more of the Company's net worth as stated in its latest Financial Statement. <p>.... (omitted)</p> <p>The "Fact Occurrence Date" referred in the Operation Procedures is the signing date, payment date, Board of Directors resolutions dates, or other date that can confirm the <u>guarantee/endorsement</u> subject</p>
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		and the amount, whichever date is earlier.
Article 13	<p>Control Procedures for the Endorsements/Guarantees to a Subsidiary</p> <p>3. Subsidiary's with internal auditors shall audit the Operation Procedures for Endorsements/Guarantees and their implementation statuses at least once a quarter and formulate written records. If a major violation is discovered, they shall promptly notify the Company's internal audit unit in writing, and the Company's internal audit unit shall promptly notify <u>supervisor</u> in writing.</p>	<p>Control Procedures for the Endorsements/Guarantees to a Subsidiary</p> <p>3. Subsidiary's with internal auditors shall audit the Operation Procedures for Endorsements/Guarantees and their implementation statuses at least once a quarter and formulate written records. If a major violation is discovered, they shall promptly notify the Company's internal audit unit in writing, and the Company's internal audit unit shall promptly notify <u>Audit Committee member</u> in writing.</p>
Article 16	<p>Establishment of the Procedure</p> <p>The Procedure shall be made with approval of the <u>supervisor and the board of director</u>, and after resolution of the board of directors, shall be presented to and passed at a shareholders' meeting. In the event any director expresses objection with a written record or statement, the Company shall submit the same to the audit committee and the shareholders meeting for discussion. This process shall apply also to amendment of the Procedure. The Procedure, once established, shall be amended from time to time in accordance with any subsequent change in the relevant laws or regulations, and such amendment shall obtain approval from the audit committee, board of directors, and shareholders meeting in accordance with the applicable laws and regulations. Opinions of each independent director shall have been fully considered before the submission of the Procedure to the board of directors for discussion in accordance with the foregoing provisions, and the consent or disagreement details of which shall be clearly reduced into the minutes of the board of directors meeting.</p>	<p>The establishment or amendment <u>of the Procedure shall be made with approval from more than one half of the total members of the audit committee and resolutions of the board of directors. Without approval from more than one half of the total members of the audit committee, the same may be made with approval from more than two thirds of the total members of the board of directors, and the resolutions of the audit committee shall be recorded in the meeting minutes of the board of directors.</u></p>

【Appendix 1】

Ventec International Group Co., Ltd.

The Regulations Procedure for Board of Directors Meeting

Article 1

(Basis for the adoption of these Rules)

To establish a strong governance system and sound supervisory capabilities for this Corporation's board of directors and to strengthen management capabilities, these Rules are adopted pursuant to Article 2 of the Regulations Governing Procedure for Board of Directors Meetings of Public Companies.

Article 2

(Scope of these Rules)

With respect to the board of directors meetings ("board meetings") of this Corporation, the main agenda items, working procedures, required content of meeting minutes, public announcements, and other compliance requirements shall be handled in accordance with the provisions of these Rules.

Article 3

(Convening and notice of board meetings)

The board of directors shall meet at least quarterly.

A notice of the reasons for convening a board meeting shall be given to each director and supervisor before 7 days before the meeting is convened. In emergency circumstances, however, a board meeting may be called on shorter notice.

The notice to be given under the preceding paragraph may be effected by means of electronic transmission with the prior consent of the recipients.

All matters set forth under Article 12, paragraph 1 of these Rules shall be specified in the notice of the reasons for convening a board meeting. None of those matters may be raised by an extraordinary motion except in the case of an emergency or for other legitimate reason.

Article 4

(Principles for determining the place and time of a board meeting)

A board meeting shall be held at the premises and during the business hours of this Corporation, or at a place and time convenient for all directors to attend and suitable for holding board meetings.

Article 5

(Meeting notification and meeting materials)

The designated unit responsible for the board meetings of this Corporation shall be ManagerGeneral Manager Office.

The unit responsible for board meetings shall draft agenda items and prepare sufficient meeting materials, and shall deliver them together with the notice of the meeting.

A director who is of the opinion that the meeting materials provided are insufficient may request their supplementation by the unit responsible for board meetings. If a director is of the opinion that materials concerning any proposal are insufficient, the deliberation of such proposal may be postponed by a resolution of the board of directors.

Article 6

(Agenda items)

Agenda items for regular board meetings of this Corporation shall include at least the following:

1. Matters to be reported:
 - A. Minutes of the last meeting and action taken.
 - B. Important financial and business matters.
 - C. Internal audit activities.
 - D. Other important matters to be reported.
2. Matters for discussion:
 - A. Items for continued discussion from the last meeting.
 - B. Items for discussion at this meeting.
3. Extraordinary motions.

Article 7

(Matters requiring discussion at a board meeting)

The matters listed below as they relate to this Corporation shall be raised for discussion at a board meeting:

1. The Corporation's business plan.
2. Annual and semi-annual financial reports, with the exception of semi-annual financial reports that are not required under relevant laws and regulations to be audited and attested by a certified public accountant (CPA).
3. Adoption or amendment of an internal control system pursuant to Article 14-1 of the Securities and Exchange Act and assessment of the effectiveness of the internal control system.
4. Adoption or amendment, pursuant to Article 36-1 of the Securities and Exchange Act, of any handling procedures for material financial or business transactions, such as the acquisition or disposal of assets, derivatives trading, loans of funds to others, and endorsements or guarantees for others.
5. The offering, issuance, or private placement of equity-type securities.
6. The appointment or discharge of a financial, accounting, or internal audit officer.
7. A donation to a related party or a major donation to a non-related party, provided that a public-interest donation of disaster relief that is made for a major natural disaster may be submitted to the following board of directors meeting for retroactive recognition.
8. Any matter that, under Article 14-3 of the Securities and Exchange Act or any other law, regulation, or bylaw, must be approved by resolution at a shareholders meeting or board meeting, or any material matter as may be prescribed by the competent authority.

The term "related party" in subparagraph 7 of the preceding paragraph means a related party as defined in the Regulations Governing the Preparation of Financial Reports by Securities Issuers. The term "major donation to a non-related party" means an individual donation, or cumulative donations within a 1-year period to a single recipient, at an amount of NTD100 million or more, or at an amount equal to or greater than 1 percent of net operating revenue or 5 percent of paid-in capital as stated in the CPA-attested financial report for the most recent year. (In the case of a foreign issuer whose shares have no par value or a par value other than NT\$10, 2.5 percent of shareholders' equity shall be substituted for the calculation of the amount equal to 5 percent of paid-in capital required under this paragraph.)

The term "within a 1-year period" in the preceding paragraph means a period of 1 year

calculated retroactively from the date on which the current board of directors meeting is convened. Amounts already submitted to and passed by a resolution of the board are exempted from inclusion in the calculation.

At least one independent director of this Corporation shall attend the meeting in person. With respect to the matters which must be approved by resolutions at a board meeting as provided in the first paragraph, any and all independent directors shall attend the meeting. Where an independent director is unable to attend the meeting, that independent director shall appoint another independent director to attend the meeting as proxy. If an independent director objects to or expresses reservations about such a matter, it shall be recorded in the board meeting minutes; if an independent director intends to express an objection or reservation but is unable to attend the meeting in person, then unless there is a legitimate reason to do otherwise, that director shall issue a written opinion in advance, which shall be recorded in the board meeting minutes.

Article 8

(Principles with respect to the delegation of powers by the board)

With the exception of matters required to be discussed at a board meeting under Article 12, paragraph 1, when the board of directors appoints a party to exercise the powers of the board in accordance with applicable laws and regulations or this Corporation's articles of incorporation, the levels of such delegation and the content or matters it covers shall be definite and specific, and carried out in accordance with the principles below:

Article 9

(Preparation of attendance book and other documents; attendance by proxy)

When a board meeting is held, an attendance book shall be provided for signing-in by attending directors, which shall be made available for future reference.

Directors shall attend board meetings in person. A director unable to attend in person may appoint another director to attend the meeting in his or her place in accordance with this Corporation's articles of incorporation. Attendance by videoconference will be deemed attendance in person.

A director who appoints another director to attend a board meeting shall in each instance issue a proxy form stating the scope of authorization with respect to the reasons for convening the meeting.

The proxy referred to in paragraph 2 may be the appointed proxy of only one person

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Article 10

(Chair and acting chair of a board meeting)

Board meetings shall be convened and chaired by the chairperson of the board. However, with respect to the first meeting of each newly elected board of directors, it shall be called and chaired by the director that received votes representing the largest portion of voting rights at the shareholders meeting in which the directors were elected; if two or more directors are so entitled to convene the meeting, they shall select from among themselves one director to serve as chair.

When the chairperson of the board is on leave or for any reason unable to exercise the powers of chairperson, the vice chairperson shall act in place of the chairperson; if there is no vice chairperson or the vice chairperson is also on leave or for any reason unable to exercise the powers of vice chairperson, the chairperson shall appoint one of the managing directors to act, or, if there are no managing directors, one of the directors shall be appointed to act as chair. If no such designation is made by the chairperson, the managing directors or directors shall

select one person from among themselves to serve as chair.

Article 11

(Reference materials, non-voting participants, and holding board meetings)

When a board meeting is held, the management (or the designated unit responsible for the board meetings) shall furnish the attending directors with relevant materials for ready reference.

As merited by the content of a proposal to be put forward at a board meeting, personnel from a relevant department or a subsidiary may be notified to attend the meeting as non-voting participants.

When necessary, certified public accountants, attorneys, or other professionals retained by this Corporation may also be invited to attend the meeting as non-voting participants and to make explanatory statements, provided that they shall leave the meeting when deliberation or voting takes place.

The chair shall call the board meeting to order at the appointed meeting time and when more than one-half of all the directors are in attendance.

If one-half of all the directors are not in attendance at the appointed meeting time, the chair may announce postponement of the meeting time, provided that no more than two such postponements may be made. If the quorum is still not met after two postponements, the chair shall reconvene the meeting in accordance with the procedures in Article 3, paragraph 2.

The number of "all directors," as used in the preceding paragraph and in Article 16, paragraph 2, subparagraph 2, shall be counted as the number of directors then actually in office.

Article 12

(Discussion of proposals)

A board meeting shall follow the agenda given in the meeting notice. However, the agenda may be changed with the approval of a majority of directors in attendance at the board meeting.

The chair may not declare the meeting closed without the approval of a majority of the directors in attendance at the meeting.

At any time during the course of a board meeting, if the number of directors sitting at the meeting does not constitute a majority of the attending directors, then upon the motion by a director sitting at the meeting, the chair shall declare a suspension of the meeting, in which case Article 8, paragraph 3 shall apply *mutatis mutandis*.

Article 13

(Voting-I)

When the chair at a board meeting is of the opinion that a proposal has been discussed sufficiently to put it to a vote, the chair may announce the discussion closed and call a vote.

When a proposal comes to a vote at a board meeting, if no attending director voices an objection following an inquiry by the chair, the proposal will be deemed approved. If there is an objection following an inquiry by the chair, the proposal shall be brought to a vote.

One voting method for proposals at a board meeting shall be selected by the chair from among those below, provided that when an attending director has an objection, the chair shall seek the opinion of the majority to make a decision:

1. A show of hands or a vote by voting machine.
2. A roll call vote.
3. A vote by ballot.

4. A vote by a method selected at this Corporation's discretion.

"Attending directors," as used in the preceding two paragraphs, does not include directors that may not exercise voting rights pursuant to Article 15, paragraph 1.

Article 14

(Voting-II and methods for vote monitoring and counting)

Except where otherwise provided by the Securities and Exchange Act and the Company Act, the passage of a proposal at a board meeting shall require the approval of a majority of the directors in attendance at a board of directors meeting attended by a majority of all directors.

When there is an amendment or alternative to a proposal, the chair shall present the amended or alternative proposal together with the original proposal and decide the order in which they will be put to a vote. If any one among them is passed, the other proposals shall then be deemed rejected, and no further voting on them shall be required.

If a vote on a proposal requires monitoring and counting personnel, the chair shall appoint such personnel, providing that all monitoring personnel shall be directors.

Voting results shall be made known on-site immediately and recorded in writing.

Article 15

(Recusal system for directors)

If a director or a juristic person that the director represents is an interested party in relation to an agenda item, the director shall state the important aspects of the interested party relationship at the respective meeting. When the relationship is likely to prejudice the interest of this Corporation, that director may not participate in discussion or voting on that agenda item and shall recuse himself or herself from the discussion or the voting on the item, and may not exercise voting rights as proxy for another director.

Where a director is prohibited by the preceding paragraph from exercising voting rights with respect to a resolution at a board meeting, the provisions of Article 180, paragraph 2 of the Company Act apply mutatis mutandis in accordance with Article 206, paragraph 3 of the same Act.

Article 16

(Meeting minutes and sign-in matters)

Discussions at a board meeting shall be recorded in the meeting minutes, and the minutes shall fully and accurately state the matters listed below:

1. The meeting session (or year) and the time and place of the meeting.
2. The name of the chair.
3. The directors' attendance at the meeting, including the names and the number of directors in attendance, excused, and absent.
4. The names and titles of those attending the meeting as non-voting participants.
5. The name of the minute taker.
6. The matters reported at the meeting.
7. Agenda items: the method of resolution and the result for each proposal; a summary of the comments made by directors, supervisors, experts, or other persons; the name of any director that is an interested party as referred to in paragraph 1 of the preceding article, an explanation of the important aspects of the relationship of interest, the reasons why the director was required or not required to enter recusal, and the status of their recusal; opinions expressing objections or reservations at the meeting that were included in records or stated in writing; and any opinion issued in writing by an independent director pursuant

to Article 12, paragraph 4.

8. Extraordinary motions: The name of the mover, the method of resolution and the result, a summary of the comments of any director, supervisor, expert, or other person; the name of any director that is an interested party as referred to in paragraph 1 of the preceding article, an explanation of the important aspects of the relationship of interest, the reasons why the director was required or not required to enter recusal, and the status of their recusal; and their objections or reservations and any recorded or written statements.

9. Other matters required to be recorded.

The occurrence of any of the following circumstances, with respect to a resolution passed at a board meeting, shall be stated in the meeting minutes and shall be publicly announced and filed on the website of the Market Observation Post System designated by the Financial Supervisory Commission, within 2 days from the date of the meeting:

Any objection or expression of reservations by an independent director expresses of which there is a record or written statement.

A resolution is adopted with the approval of two-thirds or more of all directors, without having been passed by the audit committee of this Corporation.

The attendance book constitutes part of the minutes for each board meeting and shall be retained for the duration of the existence of this Corporation.

The minutes of a board meeting shall bear the signature or seal of both the chair and the minute taker, and a copy of the minutes shall be distributed to each director and supervisor within 20 days after the meeting. The minutes shall be deemed important corporate records and appropriately preserved during the existence of this Corporation.

The meeting minutes of paragraph 1 may produced and distributed in electronic form.

Article 17

(Documentation of a board meeting by audio or video)

Proceedings of a board meeting shall be recorded in their entirety in audio or video, and the recording shall be retained for a minimum of 5 years. The record may be retained in electronic form.

If any litigation arises with respect to a resolution of a board meeting before the end of the retention period of the preceding paragraph, the relevant audio or video record shall be retained until the conclusion of the litigation.

Where a board meeting is held by videoconference, the audio or video documentation of the meeting constitutes part of the meeting minutes and shall be retained for the duration of the existence of this Corporation.

Article 18

(Supplementary provisions)

These Rules of Procedure shall be adopted by the approval of meeting of the board of directors and shall be reported to the shareholders meeting. The board of directors may be authorized to adopt, by resolution, any future amendments to these Rules.

Company Number: 272449

THE CAYMAN ISLANDS
THE COMPANIES LAW (AS REVISED)
FOURTH AMENDED AND RESTATED MEMORANDUM AND
ARTICLES OF ASSOCIATION

OF

Ventec International Group Co., Ltd.
騰輝電子國際集團股份有限公司

Incorporated on the 16th day of October, 2012

(as adopted by a Special Resolution passed on 19th June 2018)

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

FOURTH AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION
OF

VENTEC INTERNATIONAL GROUP CO., LTD.
騰輝電子國際集團股份有限公司

(as adopted by a Special Resolution passed on 19th June 2018)

1. The name of the Company is Ventec International Group Co., Ltd. 騰輝電子國際集團股份有限公司.
2. The Registered Office of the Company shall be situated at the offices of Portcullis TrustNet (Cayman) Ltd. at the Grand Pavilion Commercial Centre, Oleander Way, 802 West Bay Road, P.O. Box 32052, Grand Cayman KY1-1208, Cayman Islands or such other place within the Cayman Islands as the Board may from time to time decide, being the registered office of the Company.
3. Subject to the following provisions of this Memorandum of Association, the objects for which the Company is established are unrestricted, and the Company shall have full power and authority to carry out any object not prohibited by any law as provided by Section 7(4) of the Companies Law (as revised).
4. Subject to the following provisions of this Memorandum of Association, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of the Companies Law (as revised).
5. Nothing in this Memorandum of Association shall permit the Company to carry on a business of a bank or trust company without being licensed in that behalf under the Banks and Trust Companies Law (as revised) or to carry on insurance business from within the Cayman Islands or the business of an insurance manager, agent, sub-agent or broker without being licensed in that behalf under the Insurance Law (as revised) or to carry on the business of company management without being licensed in that behalf under the Companies Management Law (as revised).
6. The Company shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman

Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.

7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
8. The share capital of the Company is NT\$900,000,000 divided into 90,000,000 ordinary shares of a nominal or par value of NT\$10 each with power for the Company, subject to the provisions of the Companies Law (as revised) and the Articles of Association, to redeem or purchase any of its shares and to sub-divide, increase or reduce the said capital and to issue any part of its capital, original, redeemed, increased or reduced, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that, unless the condition of issue shall otherwise expressly declare, every issue of shares, whether declared to be ordinary, preference or otherwise, shall be subject to the power hereinbefore contained.
9. Capitalised terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company and the interpretations section of the Articles of Association of the Company shall apply to this Memorandum of Association.

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

FOURTH AMENDED AND RESTATED ARTICLES OF ASSOCIATION
OF

VENTEC INTERNATIONAL GROUP CO., LTD.
騰輝電子國際集團股份有限公司

(as adopted by a Special Resolution passed on 19th June 2018)

INTERPRETATION

1. The Regulations contained or incorporated in Table A of the First Schedule of the Companies Law of the Cayman Islands (as amended, supplemented or otherwise modified from time to time) shall not apply to this Company.
2. (1) In these Articles the following terms shall have the meanings set opposite unless the context otherwise requires:

Applicable Listing Rules	the relevant laws, regulations, rules and codes 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 the Securities and Exchange Act of the R.O.C., the Company Act of the R.O.C., the Act Governing Relations Between Peoples of the Taiwan Area and the Mainland Area, and any similar laws, statutes and the rules and regulations of the R.O.C. authorities thereunder, and the rules and regulations promulgated by the Financial Supervisory Commission, the TPEX and the TWSE (where applicable);
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Articles	these Articles of Association of the Company in their present form, as amended, substituted or supplemented from time to time by a Special Resolution;
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Auditors	the certified public accountant(if any) retained by the Company to audit the accounts of the Company, to audit and/or certify the financial statements of the
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	Company or to perform other similar duties as assigned or requested by the Company for the time being;
Board	the board of Directors of the Company comprising all the Directors;
Capital Reserve	means (1) the Share Premium Account, (2) income from endowments received by the Company and (3) other items generated and treated as capital reserve pursuant to the Applicable Listing Rules or generally accepted accounting principles;
Chairman	has the meaning given thereto in Article 69;
Class or Classes	any class or classes of Shares as may from time to time be issued by the Company in accordance with these Articles;
Commission	the 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.;
Company	Ventec International Group Co., Ltd. 騰輝電子國際集團股份有限公司;
Consolidation	the combination of two or more constituent companies into a consolidated company which is the new company that results from the consolidation of the constituent companies and the vesting of the undertaking, property and liabilities of such companies in the consolidated company within the meaning of the Law and the Applicable Listing Rules;
Director	a director of the Company or an Independent Director (if any) for the time being who collectively form the Board, and “Directors” means 2 or more of them (including any and all Independent Director(s));
Discount Transfer	has the meaning set out in Article 23(4);
Electronic	shall have the meaning given to it in the Electronic Transactions Law (as revised) of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force including every other law

	incorporated therewith or substituted therefore;
Emerging Market	the emerging market board of the TPEx in Taiwan;
Employees	employees of the Company and/or any of the Subordinate Companies of the Company, as determined by the Board from time to time in its sole discretion, and “Employee” shall mean any one of them;
Financial Statements	has the meaning set out in Article 104;
Independent Directors	those Directors designated as "Independent Directors" who are elected by the Members at a general meeting and appointed as "Independent Directors" for the purpose of these Articles and the requirements of the Applicable Listing Rules, and “Independent Director” means any one of them;
Juristic Person	a firm, corporation or other organization which is recognised by the Law and the Applicable Listing Rules as a legal entity;
Law	the Companies Law 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 and/or these Articles, 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;
Member or Shareholder	a Person who is duly registered as the holder of any Share or Shares in the Register for the time being, including persons who are jointly so registered and “Members” or “Shareholders” means 2 or more of them;
Memorandum	the memorandum of association of the Company, as amended or substituted from time to time;
Merger	the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company within the meaning of the Law and the

	Applicable Listing Rules;
Month	a calendar month;
NTD	New Taiwan Dollars;
Ordinary Resolution	<p>a resolution:-</p> <ul style="list-style-type: none"> (a) passed by a simple majority of votes cast by such Members as, being entitled to do so, vote in person or, in the case of any Members being Juristic Persons, by their respective duly authorised representatives or, where proxies are allowed, by proxy, present at a general meeting of the Company held in accordance with these Articles; and (b) at any time other than during the Relevant Period, approved in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being Juristic Persons by their duly authorized representatives); and (c) where the Company has only one Member, approved in writing by such Member signed by such Member and the effective date of the resolution so adopted shall be the date on which the instrument is executed;
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;
Preferred Shares	has the meaning given thereto in Article 4;
Private Placement	an offer by the Company of its Shares, bonds and other securities approved by the Commission to specific persons pursuant to the Applicable Listing Rules;
Register	the register of Members of the Company maintained in accordance with the Law at such place within or outside the Cayman Islands;

Registered Office	the registered office of the Company for the time being as required under the Law;
Relevant Period	the period commencing from the date on which any of the securities of the Company first become public offering or registered or listed on the Emerging Market, the TPEX, the TWSE or any Taiwan stock exchange or securities market to and including the date immediately before the day on which none of such securities are so registered or listed (and so that if at any time registration or 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 registered or listed);
R.O.C. or Taiwan	the Republic of China, its territories, its possessions and all areas subject to its jurisdiction;
R.O.C. Courts	the Taiwan Taipei District Court or any other competent courts in the R.O.C.;
Seal	the common seal of the Company;
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;
Share	any 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;
Share Premium Account	the share premium account of the Company established in accordance with these Articles and the Law;
Shareholder Service Agent	the agent licensed by the R.O.C. authorities and having its offices in the R.O.C. to provide shareholder services, in accordance with the Applicable Listing Rules and the Regulations Governing the Administration of Shareholder Services of Public Companies of the R.O.C. (as revised), to the Company;

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;

Special Reserve has the meaning set out in Article 95;

Special Resolution a special resolution of the Company passed in accordance with the Law, being a resolution:

- (a) passed by a majority of at least two-thirds of votes cast by such Members as, being entitled to do so, vote in person or, in the case of any Members being Juristic Persons, by their respective duly authorised representatives or, where proxies are allowed, by proxy, present at a general meeting of the Company held in accordance with these Articles, of which notice, specifying (without prejudice to the power contained in these Articles to amend the same) the intention to propose the resolution as a Special Resolution, has been duly given; and
- (b) at any time other than during the Relevant Period, approved in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being Juristic Persons by their duly authorized representatives); and
- (c) where the Company has only one Member, approved in writing by such Member signed by such Member 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;

Spin-off an act wherein a transferor company transfers all of its independently operated business or any part of it

to an existing or a newly incorporated company as consideration for that existing transferee company or newly incorporated transferee company to give shares, cash or other assets to the transferor company or to shareholders of the transferor company;

Statutory Reserve a reserve set aside in an amount equal to ten percent (10%) of the annual profit of the Company under the Applicable Listing Rules;

Subordinate Company any company (a) of which a majority of the total outstanding voting shares or the total amount of the capital stock is held by the Company; (b) in which the Company has a direct or indirect control over the management of the personnel, financial or business operation of that company; (c) of which a majority of directors in such company are contemporarily acting as directors in the Company; or (d) of which a majority of the total outstanding voting shares or the total amount of the capital stock of such companies and that of the Company are held by the same Members;

TDCC the Taiwan Depository & Clearing Corporation;

TPEX the Taipei Exchange in Taiwan;

Treasury Shares Shares that have been purchased by the Company and have not been cancelled but have been held continuously by the Company since they were purchased in accordance with the Law; and

TWSE the Taiwan Stock Exchange Corporation.

(2) Unless the context otherwise requires, expressions defined in the Law and used herein shall have the meanings so defined.

(3) 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 gender 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.

(4) Headings used herein are intended for convenience only and shall not affect the construction of these Articles.

SHARES

3. Subject to these Articles and any resolution of the Members to the contrary, the Board may, in respect of all Shares for the time being unissued:

(a) offer, issue and allot 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, if during the Relevant Period, the Applicable Listing Rules; 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, if during the Relevant Period, the Applicable Listing Rules; and, for such purposes, the Board may reserve an appropriate number of Shares for the time being unissued.

4. Subject to Article 5 and the sufficiency of the authorised share capital of the Company, 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.

5. (1) Where the Company is to issue Preferred Shares, the following shall be expressly set out in these Articles:

(a) the total number of Preferred Shares that have been authorised to be issued and the numbers of the Preferred Shares already issued;

(b) the order, fixed amount or fixed ratio of allocation of dividends, bonuses and other distributions on such Preferred Shares;

(c) the order, fixed amount or fixed ratio of allocation of surplus assets of the Company, upon its liquidation, to the holders of the Preferred Shares;

(d) the order of or restrictions on the voting right(s) (including, where applicable, a statement that such Preferred Shares have no voting rights whatsoever) of the holders of such Preferred Shares;

- (e) other matters concerning rights and obligations incidental to the Preferred Shares; and
 - (f) the method by which the Company is authorised or compelled to redeem the Preferred Shares, or a statement that redemption rights shall not apply.
 - (2) Subject to the Law, the Memorandum and these Articles shall be amended with the sanction of a Special Resolution to stipulate the rights, benefits and restrictions of such Preferred Shares and the number of the Preferred Shares the Company is authorised to issue.
6. During the Relevant Period, subject to the sufficiency of the authorised share capital of the Company and these Articles, the issue of new ordinary Shares in 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.
7. (1) The Company shall issue Shares without printing share certificates, provided that the Register shall be conclusive evidence of the entitlement of a Person to Shares recorded against his/her/its name. During the Relevant Period, whenever the Company issues Shares, the Company shall deliver or cause the Shareholder Service Agent to deliver Shares by advising TDCC to record the number of Shares against the name of each subscriber within thirty (30) days from the date such Shares may be delivered, pursuant to the Law and the Applicable Listing Rules. The Company shall make a public announcement in accordance with the Applicable Listing Rules prior to the delivery of such Shares.
- (2) The Company shall not issue bearer Shares.
- (3) The Company shall not issue any unpaid Shares or partial paid-up Shares to any Person.
8. During the Relevant Period:
- (a) upon each issuance of new Shares (other than resulting from or in connection with any Merger or Consolidation of the Company, Spin-off of the Company's business, any reorganisation of the Company, asset acquisition, share swap, exercise of share options or warrants granted to the Employees, conversion of convertible securities or debt instruments, exercise of subscription warrants or rights to acquire Shares vested with preferential or special rights, where the Company issues new Shares to the existing Members by capitalisation of its reserves in accordance with these Articles, Private Placement or other issuance of Shares for consideration other than cash), the Board may reserve not more than fifteen percent (15%) of the new Shares for subscription by the Employees pursuant to the Law and the Applicable Listing Rules; and
 - (b) where the Company issues new Shares for cash consideration, after the Board reserving certain percentage of the new Shares for subscription by the Employees

pursuant to subsection (a) of this Article, the Company shall allocate ten percent (10%) (or such greater percentage as the Company by an Ordinary Resolution determines) of the total number of the new Shares to be issued for offering in the R.O.C. to the public unless (i) the Commission, the TPEx and/or the TWSE (where applicable) considers such public offering unnecessary or inappropriate or (ii) the Applicable Listing Rules provide otherwise.

9. During the Relevant Period, subject to an Ordinary Resolution, upon each issuance of new Shares for cash consideration, the Company shall, after reserving the portion of new Shares for subscription by the Employees and public offering in the R.O.C. pursuant to Article 8, first offer such remaining new Shares, by a public announcement and a written notice to each existing Member respectively, stating that in case any such existing Member fails to confirm his/her/its subscription within the prescribed period his/her/its subscription right shall be forfeited, for the subscription of each such existing Member in proportion to the number of Share(s) held by him/her/it, provided that:
 - (a) where any fractional Share held by a Member is insufficient to subscribe for one new Share, the fractional Shares being held by several Members 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 Member;
 - (b) the existing Member(s) may assign and transfer his subscription right to other Persons independently of his original Shares; and
 - (c) new Shares left unsubscribed may be offered to the public or to specific Persons through negotiation.
10. The preceding Article shall not apply whenever the new Shares are issued for the following purpose:
 - (a) in connection with a Merger or a Consolidation of the Company or a Spin-off of the Company's business, or pursuant to any reorganisation of the Company;
 - (b) in connection with meeting the Company's obligation under Share subscription warrants and/or options granted to the Employees;
 - (c) in connection with meeting the Company's obligation under corporate bonds which are convertible bonds or vested with rights to acquire Shares;
 - (d) in connection with meeting the Company's obligation under share subscription warrant or Preferred Shares vested with rights to acquire Shares;
 - (e) in connection with any share swap arrangement entered into by the Company, or
 - (f) in connection with any Private Placement conducted pursuant to Article 13; or

- (g) in connection with any other event otherwise prohibited, limited, restricted or exempted to so apply pursuant to the Law and/or the Applicable Listing Rules.
11. During the Relevant Period, subject to the Applicable Listing Rules, the Company may, upon adoption of a resolution passed by a majority of the Directors present at a meeting of the Board attended by two-thirds or more of the total number of Directors, enter into a share subscription right agreement with the Employees whereby such Employees may subscribe, within a specific period of time, for a specific number of Shares of the Company at an agreed subscription price. Upon execution of the said agreement, the Company shall issue to each of such Employees a share subscription warrant. Such issued share subscription warrant shall be non-assignable, except for transfer by inheritance or intestacy.
 12. During the Relevant Period, the Company may, subject to approval of Shareholders by way of Special Resolution, issue new Shares with restricted rights as approved by such Special Resolution to Employees of the Company and/or its Subordinate Companies, provided that Articles 8 and 9 shall not apply. In respect of the issuance of Shares to Employees in the preceding sentence, the number of Shares to be issued, issue price, issue conditions, restrictions and other matters shall be subject to the Applicable Listing Rules and the Law.
 13. (1) During the Relevant Period and subject to the Applicable Listing Rules, the Company may, with the sanction of a Special Resolution, conduct a Private Placement with any of the following Persons in the R.O.C.:
 - (a) banks, finance enterprises, trust enterprises, insurance enterprises, securities enterprises, or other Juristic Persons or institutions approved by the Commission;
 - (b) natural persons, Juristic Persons, or funds meeting the conditions prescribed by the Commission; or
 - (c) directors, supervisors, officers and managers of the Company or its affiliated enterprises.
 - (2) Subject to the preceding Paragraph, the Board may resolve by a majority of the Directors present at a meeting attended by two-thirds or more of the total numbers of the Directors that a Private Placement of ordinary corporate bonds be carried out by installments within one year of the date of such resolution.
 14. The Company may by a Special Resolution reduce its share capital in the manner authorised, and subject to any conditions prescribed, by the Law and the Applicable Listing Rules.
 15. During the Relevant Period, any issuance, conversion or cancellation of the Shares or any other equity securities (including but not limited to warrants, options or bonds), capitalisation and shareholder services, shall comply with the Law, the Applicable Listing Rules and the Regulations Governing the Administration of Shareholder Services of Public Companies of the R.O.C. (as revised).

MODIFICATION OF RIGHTS

16. Whenever the share capital of the Company is divided into different Classes of Shares, including where Preferred Shares are issued, subject to Article 46 and in addition to a Special Resolution, the special rights attached to any Class shall be varied or abrogated with the sanction of a Special Resolution passed at a separate general meeting of the holders of the Shares of such Class. To every such separate general meeting and all adjournments thereof, all the provisions of these Articles relating to general meetings of the Company and to the proceedings thereat shall *mutatis mutandis* apply.
17. 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 or the redemption or purchase of Shares of any Class by the Company.

REGISTER

18. Subject to the Law, the Board shall cause to be kept the Register at such place within or outside the Cayman Islands as it deems fit. During the Relevant Period, the Register shall be entered therein the particulars required under the Law and the Applicable Listing Rules, and shall be made available at its Shareholder Service Agent's office in the R.O.C.
19. Notwithstanding anything contained in these Articles and subject to the Law, during the Relevant Period, the relevant information of the Members shall be recorded by TDCC, and the Company shall recognize each person identified in the records provided by TDCC to the Company as a Member and such records shall form part of the Register as at the date of receipt of such records by the Company.

REDEMPTION AND REPURCHASE OF SHARES

20. (1) Subject to the Law and these Articles, Shares may be issued on the terms that they are, or at the option of the Company or the holder are, to be redeemed on such terms and in such manner as the Company, before the issue of the shares, may by Special Resolution determine.
- (2) All Preferred Shares may be redeemed in accordance with the provisions of the Law, provided that the privileges accorded to holders of the Preferred Shares by these Articles shall not be impaired under the Law and the Applicable Listing Rules.
21. (1) Subject to the Law, the Applicable Listing Rules and these Articles, 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.
- (2) During the Relevant Period:

- (a) The number of Shares to be purchased by the Company from time to time shall not exceed ten percent (10%) of the total number of issued and outstanding Shares and the total amount of the Shares to be purchased by the Company shall not exceed the aggregate amount of retained profits, premium on capital stock, and realized Capital Reserve.
 - (b) Such resolutions of the Board approving purchases of Shares and the implementation thereof (including the failure of any purchase of Shares as approved by such resolutions, if any) shall be reported to the Shareholders at the next general meeting of the Company.
- 22. (1) Shares repurchased, redeemed or acquired (by way of surrender or otherwise) by the Company shall be cancelled immediately or held as Treasury Shares, upon such terms and manner and subject to such conditions as the Board thinks fit.
- (2) During the Relevant Period, all matters relating to the Company's redemption and repurchase of Shares shall be subject to the Law and the Applicable Listing Rules.
- 23. (1) Subject to the Law, for so long as the Company holds Treasury Shares, the Company shall be entered in the Register as the holder of the Treasury Shares, provided that:
 - (a) the Company shall not be treated as a Member for any purpose and shall not exercise any right in respect of the Treasury Shares, and any purported exercise of such a right shall be void;
 - (b) the Treasury Shares shall not be pledged or encumbered in any manner whatsoever;
 - (c) a Treasury Share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted in determining the total number of issued Shares at any given time, whether for the purposes of these Articles or the Law; and
 - (d) no dividend/bonus may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Members on a winding up) may be made to the Company, in respect of a Treasury Share.
- (2) Subject to the Law and these Articles, any or all Treasury Shares may at any time be canceled or transferred to any person (including the Employees; the qualifications of such employees shall be determined by the Board, subject to Paragraph (5) of this Article) upon such terms and manner and subject to such conditions as the Board thinks fit. The Board may determine, at its discretion, the terms and conditions (including a lock-up period restricting the transfer of any Treasury Shares transferred to the Employees pursuant to this Paragraph (2) for a term of up to two (2) years) of such transfer.

- (3) A sum equal to the consideration (if any) received by the Company pursuant to the transfer of Treasury Share(s) shall be credited in accordance with the Law.
 - (4) Subject to Paragraph (5) of this Article and the Law, the Company may, by way of a Special Resolution passed at the next general meeting of the Company, transfer the Treasury Shares to the Employees for a price that is below the average price that the Company has paid to purchase such Treasury Shares (the “**Discount Transfer**”), provided that the following matters shall be specified in the notice of such general meeting with the description of their major contents, and shall not be proposed as ad hoc motions:
 - (a) the transfer price of the Treasury Shares as determined by the Board, the discount rate used for the Discount Transfer, and the calculation basis of the Discount Transfer, and the basis of such determination;
 - (b) the amount of the Treasury Shares to be transferred pursuant to, and the purpose of, the Discount Transfer, and the basis of such determination;
 - (c) the qualification and terms of the Employees to whom the Treasury Shares are transferred and the amount of Treasury Shares for which such Employees may subscribe pursuant to the Discount Transfer;
 - (d) matters that the Board is of the opinion that may affect Shareholders' equity, including:
 - (i) any expenses that may be incurred and dilution of per share profit, if any, due to the Discount Transfer in accordance with the Applicable Listing Rules; and
 - (ii) any burden on the Company caused by the Discount Transfer in accordance with the Applicable Listing Rules.
 - (5) The total aggregate amount of the Treasury Shares to be transferred to the Employees pursuant to the Discount Transfer in accordance with Paragraph (4) of this Article shall not exceed five percent (5%) of the total number of issued and outstanding Shares of the Company, and each Employee shall not subscribe for more than point five percent (0.5%) of the total issued and outstanding Shares of the Company in aggregate.
24. (1) Notwithstanding anything to the contrary contained in these Articles but subject to the Law, the Company may carry out a compulsory purchase and cancellation of its Shares on a pro rata basis (rounded up or down to the nearest whole number) among the Shareholders in proportion to the number of Shares held by each such Shareholder subject to approval by a Special Resolution. The purchase price payable to the Shareholders in connection with a purchase of Shares described in the preceding sentence may be paid in cash or in kind. Where any purchase price is paid

in kind, the type of such payment in kind and the corresponding amount of such substitutive distribution shall be subject to approval by a Special Resolution as well as individual consent by the Shareholder(s) receiving such payment in kind. Prior to convening the general meeting for approving such purchase of Shares, the Board shall determine the monetary equivalent value of any purchase price to be paid in kind and have such value audited and certified by a certified public accountant in the R.O.C.

- (2) For the avoidance of doubt, where the proposed purchase and cancellation of Shares is not on a pro rata basis, subject to the Law and the Applicable Listing Rules, the Board is empowered to authorize and carry out such repurchase without approval by Special Resolution in accordance with the preceding Paragraph.

TRANSFER AND TRANSMISSION OF SHARES

25. Subject to the Law and the Applicable Listing Rules and unless otherwise provided by these Articles, the Shares shall be freely transferable.
26. The Company shall not be obligated to recognize any transfer or assignment of Shares unless the name/title and residence/domicile of the transferor and transferee have been recorded in the Register. The registration of transfers may be suspended when the Register is closed in accordance with Article 28.

NON-RECOGNITION OF TRUSTS

27. Except as required by Law or the Applicable Listing Rules, no person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not, unless required by Law or the Applicable Listing Rule, be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or actual interest in any Share (except only as otherwise provided by these Articles, the Law or the Applicable Listing Rule otherwise requires or under an order of a court of competent jurisdiction) or any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

CLOSING REGISTER OR FIXING RECORD DATE

28.
 - (1) The Board may fix in advance the record date(s) for (a) determining the Members entitled to receive any dividend/bonus, distribution or issue; (b) determining the Members entitled to receive notices of, attend or vote at any general meeting or any adjournment thereof in person, by proxy, way of a written ballot or by way of electronic transmission; and (c) any other purposes as determined by the Board. In the event the Board designates the record date(s) for (b) in accordance with this Article, such record date(s) shall be date(s) prior to the general meeting.
 - (2) During the Relevant Period, subject to the Law, for the purposes of (a) determining

the Members entitled to receive any dividend/bonus, distribution or issue; and (b) determining the Members entitled to receive notices of, attend or vote at any general meeting or any adjournment thereof, the Board shall fix the period that the Register shall be closed for transfers at least for a period of sixty (60) days before the date of each annual general meeting, thirty (30) days before the date of each extraordinary general meeting and five (5) days before the target date for a dividend, bonus or other distribution. For the purpose of calculating the abovementioned period, the respective convening date of the general meeting or the relevant target date shall be included.

GENERAL MEETINGS

29. The Company shall in each year hold a general meeting as its annual general meeting within six months after close of each financial year or such other period as may be permitted by the Commission, the TPEx or the TWSE (where applicable). The annual general meeting shall be convened by the Board.
30. All general meetings other than annual general meetings shall be called extraordinary general meetings. The Board may, whenever they think fit, convene an extraordinary general meeting of the Company.
31. During the Relevant Period, all general meetings shall be held in the R.O.C. At any time other than during the Relevant Period, the Board may convene any general meeting at such place as it deems fit.
32. Any one or more Member(s) holding at least three percent (3%) of the issued and outstanding Shares of the Company for a period of one year or a longer time may, by depositing the requisition notice specifying the proposals to be resolved and the reasons, request the Board to convene an extraordinary general meeting. If the Board does not give notice to Members to convene such meeting within fifteen (15) days after the date of the requisition notice, the proposing Member(s) may convene a general meeting.
33. During the Relevant Period, the Company shall engage a Shareholder Service Agent within the R.O.C. to handle the administration of general meetings, including but not limited to, the voting matters.

NOTICE OF GENERAL MEETING

34. (1) During the Relevant Period, at least thirty(30) days' notice of an annual general meeting and fifteen(15) days' notice of an extraordinary general meeting shall be given to each Member, and the Company may make a public announcement of a notice of general meeting to Members holding less than 1,000 Shares instead of delivering the same to each Member. The period of notice shall be exclusive of the day on which it is served and of the day on which the general meeting is to be held. Such notice shall be in writing, shall specify the place, the day and the time of meeting and the agenda and the proposals to be resolved at the general meeting and shall be given in the manner hereinafter described or be given via electronic

communications if previously consented by the Members and permitted by the Law and the Applicable Listing Rules.

- (2) At any time other than the Relevant Period, at least fifteen (15) days' notice in writing shall be given of an annual general meeting or any other general meeting PROVIDED HOWEVER that notice may be waived by all the Member either at or before the meeting is held PROVIDED FURTHER that notice or waiver thereof may be given by email, telex or telefax. At any time other than the Relevant Period, a general meeting may be convened by such shorter notice with the consent of a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than ninety-five percent (95%) in nominal value of the Shares giving that right.
35. (1) During the Relevant Period, the Company shall make public announcements with regard to notice of general meeting, proxy form, summary information and details about items to be proposed at the meeting for approval, discussion, election or dismissal of Directors at least thirty (30) days prior to any annual general meeting or at least fifteen (15) days prior to any extraordinary general meeting.
- (2) During the Relevant Period, if the Company allows the Shareholders to exercise the votes and cast the votes in writing or by way of electronic transmission in accordance with Article 57, the Company shall also send to the Shareholders the information and documents as described in the preceding Paragraph, together with the voting right exercise forms.
36. The following matters shall not be considered, discussed or proposed for approval at a general meeting unless they are specified in the notice of general meeting with the description of their major contents:
- (a) any election or removal of Director(s);
 - (b) any alteration of the Memorandum and/or these Articles;
 - (c) any dissolution, voluntary winding-up, Merger, share swap, Consolidation or Spin-off of the Company;
 - (d) entering into, amending, or terminating any contract for lease, management or regular joint operation of the Company's whole business;
 - (e) the transfer of the whole or any material part of the Company's business or assets;
 - (f) the acquisition of the whole business or assets of a Person, which has a material effect on the operation of the Company;
 - (g) carrying out a Private Placement of any equity-type securities issued by the Company;
 - (h) granting a waiver to a Director's non-competition obligation or approving a Director

to engage in activities in competition with the Company;

- (i) distributing dividends, bonuses or other distributions payable on or in respect of the Shares in whole or in part by way of issuance of new Shares; and
 - (j) capitalisation of the Company's Statutory Reserve, the Share Premium Account and/or the income from endowments received by the Company in the Capital Reserve, by issuing new Shares and/or cash to its existing Members.
37. During the Relevant Period, the Company shall prepare a manual for each general meeting, and such manual and relevant materials shall be published on the website designated by the Commission, the TPEx or the TWSE (where applicable) twenty-one(21) days prior to the scheduled date of the relevant annual general meeting and fifteen (15) days prior to the scheduled date of the relevant extraordinary general meeting pursuant to the Applicable Listing Rules.
38. The accidental omission to give notice of a general meeting to, or the non-receipt of a notice of a general meeting by, any Member entitled to receive notice shall not invalidate the proceedings of that general meeting.

PROCEEDINGS AT GENERAL MEETINGS

39. No business, other than the appointment of a chairman of the meeting, shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as otherwise provided by these Articles, at least two Members present in person or by proxy or (in the case of a Member being a corporation) by its duly authorised representative representing more than one-half of the total issued and outstanding Shares with voting rights shall be a quorum of Members for all purposes.
40. (1) During the Relevant Period, one or more Member(s) holding one percent (1%) or more of the total issued and outstanding Shares of the Company may submit to the Company not more than one proposal in writing for resolution at an annual general meeting; provided that only one matter shall be allowed in a single proposal, the number of words therein contained shall not be more than three hundred (300), and the matter of such proposal may be resolved by a general meeting, or otherwise such proposal shall not be included in the agenda.
- (2) During the Relevant Period, prior to the commencement of the period in which the Register is closed for transfers before an annual general meeting, the Company shall make a public announcement of the place and the period for Members to submit proposals; provided that the period for submitting such proposals shall not be less than ten (10) days.
- (3) The Member who has submitted a proposal shall attend, in person or by a proxy, such general meeting whereat his proposal is to be discussed and shall take part in the discussion of such proposal.

- (4) The Board may exclude a proposal submitted by Member(s) if:
- (a) the proposal involves matters which cannot be settled or resolved at a general meeting under the Law, the Applicable Listing Rules and these Articles;
 - (b) the number of Shares held by the proposing Member(s) is less than one percent (1%) of the total issued and outstanding Shares in the Register upon commencement of the period in which the Register is closed for transfers before the relevant annual general meeting of the Company;
 - (c) the proposal contains more than one matter;
 - (d) the proposal contains more than three hundred (300) words; or
 - (e) the proposal is submitted after the expiration of the specified period announced by the Company for submitting proposals.
- (5) The Company shall, prior to the despatch of a notice of the relevant annual general meeting, inform all the proposing Members of whether their proposals are accepted or not, and shall list in the notice of the relevant annual general meeting all the accepted proposals. The Board shall explain at the relevant annual general meeting the reasons for excluding any proposal submitted by Members.
41. The Chairman shall preside as chairman at every general meeting of the Company convened by the Board. For a general meeting convened by any Person other than the Board, such Person shall act as the chairman of that meeting; provided that if there are two or more Persons jointly convening such meeting, the chairman of the meeting shall be elected from those Persons.
42. If at any general meeting the Chairman is not present or is unwilling to act as chairman, he shall appoint one of the Directors to act on his behalf. In the absence of such appointment, the Directors present may choose one of them to be the chairman of that general meeting.
43. A general meeting may be adjourned by the Company by an Ordinary Resolution from place to place within five (5) days, 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 general meeting is adjourned for more than five (5) days, notice of the time and location of the adjourned meeting shall be given as in the case of an original meeting.
44. At any general meeting, a resolution put to the vote of the meeting shall be decided on a poll.
45. Unless otherwise expressly required by the Law, the Applicable Listing Rules or these Articles, any matter proposed for approval by the Members at a general meeting shall be passed by an Ordinary Resolution.
46. (1) Subject to the Law and the Applicable Listing Rules, the Company may by a

SpecialResolution:

- (a) enter into, amend, or terminate any contract for lease, management or regular joint operation of its whole business;
- (b) transfer the whole or any material part of its business or assets;
- (c) acquire the whole business or assets of a Person, which has a material effect on the operation of the Company;
- (d) distribute dividends, bonuses or other distributions in whole or in part by way of issuance of new Shares;
- (e) effect any Spin-off of the Company;
- (f) authorise a plan of Merger or Consolidation involving the Company;
- (g) resolve that the Company be wound up voluntarily for reasons other than the reason provided in Article 47;
- (h) carry out a Private Placement;
- (i) grant a waiver to a Director's non-competition obligation, or approve a Director to engage in activities in competition with the Company;
- (j) change its name;
- (k) change the currency denomination of its share capital;
- (l) 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;
- (m) consolidate and divide all or any of its share capital into Shares of a larger par value than its existing Shares;
- (n) subdivide its existing Shares, or any of them, into Shares of a smaller par value than is fixed by the Memorandum;
- (o) cancel any Shares that, at the date 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;
- (p) subject to these Articles (including without limitation Articles 16 and 17), alter or amend the Memorandum or these Articles, in whole or in part;
- (q) reduce its share capital and any fund of the capital redemption reserve in any manner authorised by the Law and the Applicable Listing Rules; and

- (r) appoint an inspector to examine the affairs of the Company under the Law; and
 - (s) issue new Shares to Employees of the Company and/or its Subordinate Companies subject to any restrictions and conditions in accordance with Article 12.
- (2) Notwithstanding anything contained in these Articles, unless otherwise provided by the Law and the Applicable Listing Rules, in case the Company is dissolved after participating in the merger/consolidation or the Company is delisted from the TPEX or TWSE due to the general transfer (or the assignment of all rights and delegation of all duties of the Company), the transfer of business or assets of the Company, any share swap arrangement or any Spin-off entered into or carried out by the Company while the surviving, transferee, existing or newly incorporated company is not a listed company (including TWSE/TPEX listed company), any such action aforementioned shall be approved by the affirmative vote of at least two-thirds (2/3) of the total votes cast by the Members of the Company.
47. Subject to the Law and the Applicable Listing Rules, the Company may by an Ordinary Resolution resolve that the Company be wound up voluntarily if the Company is unable to pay its debts as they fall due.
48. (1) Subject to the Law, in the event any of the resolutions with respect to the matter(s) as set out in Paragraphs (a), (b) or (c) of Article 46 is adopted at a general meeting, a Member who has notified the Company in writing of his objection to such proposal prior to that 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 Member shall have the abovementioned appraisal right if the resolution to be adopted is in relation to the matter(s) set out in Paragraph (b) of Article 46 and at the same meeting the resolution for the winding up of the Company is also adopted.
- (2) In the event any part of the Company's business is involved in any Spin-Off, Merger or Consolidation, a Member, who has forfeited his right to vote on such matter and expressed his dissent therefor, in writing before the relevant vote, may request the Company to purchase all of his Shares at the then prevailing fair price in accordance with the Law.
- (3) Without prejudice to the Law, in the event the Company and a Member making a request pursuant to Paragraphs (1) or (2) of this Article fail to reach agreement on the purchase price within sixty (60) days following the date of the resolution, the Member may, within thirty (30) days after such sixty (60) days period, file a petition to the R.O.C. Courts if and to the extent permitted under the Law, for a ruling on the appraisal price.
49. In case the procedure for convening a general meeting in which a resolution is adopted or the method of adopting a resolution is in violation of the Law, the Applicable Listing Rules or these Articles, a Member may, if and to the extent permitted under the Law, within thirty (30) days from the date of the resolution, submit a petition to the Taiwan Taipei District Court of the R.O.C., as applicable, for an appropriate remedy, including but not limited to, requesting

the court to invalidate and cancel the resolution adopted therein.

50. Notwithstanding anything to the contrary provided for in these Articles, at any time other than during the Relevant Period, a resolution (including a Special Resolution) in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being Juristic Persons by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.
51. The proceedings regarding general meetings and the voting in general meetings not provided for in these Articles shall be governed by the internal rules of the Company, as adopted and amended by the Company by an Ordinary Resolution from time to time; during the Relevant Period, such internal rules shall be in compliance with the Law and the Applicable Listing Rules.

VOTES OF MEMBERS

52. Subject to any rights and restrictions as to voting for the time being attached to any Share by or in accordance with these Articles, at any general meeting, every Member present in person (or in the case of a Member being a corporation, by its duly authorised representative) or by proxy shall have one vote for each Share registered in his/her/its name in the Register.
53. In the case of joint Members, the joint Members shall select a representative among them to exercise their voting powers and the vote cast by such representative, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Members.
54. A Shareholder who holds Shares for the benefit of others need not use all his votes or cast all the votes he holds in the same way as he uses his votes in respect of Share he holds for himself. The qualifications, scope, methods of exercise, operating procedures and other requirements for separate votes shall be in compliance with the Applicable Listing Rules.
55. Any corporation which is a Member of the Company may, by resolution of its board or other governing body, authorise such natural person as it thinks fit to act as its representative at any general meeting or at any meeting of a Class of Members of the Company.
56. (1) Subject to the Law and the Applicable Listing Rules, Shares held by the following persons shall not be counted in the total number of issued Shares of the Company which are entitled to vote for when calculating the quorum at a general meeting and Members belonging to the following persons shall abstain from voting in respect of all Shares held by them:
 - (a) the Company itself (if such holding is permitted by the Law);
 - (b) any entity in which the Company is legally or beneficially interested in more than fifty percent (50%) of its issued and voting share capital or equity capital; or
 - (c) any entity in which the Company and (i) its holding company, and (ii) its Subordinate

Company are legally or beneficially, directly or indirectly, interested in more than fifty percent (50%) of its issued and voting share capital or equity capital.

- (2) Any Member who bears a personal interest that may conflict with and impair the interest of the Company in respect of any matter proposed for consideration and approval at a general meeting shall abstain from voting in respect of all the Shares that such Member should otherwise be entitled to vote, on his behalf or as a proxy or corporate representative, with respect to the said matter. Any and all votes cast by such Member(s) shall not be counted in determining the number of votes for or against such matter.
 - (3) Where any Director, who is also a Shareholder of the Company, creates or has created any charge, mortgage, encumbrance or lien in respect of Shares held by such Director (the "**Charged Shares**") exceeding fifty percent (50%) of total Shares held by such Director at the time of his/her latest appointment as Director, such Director shall refrain from exercising its voting rights on the Shares representing the difference between the Charged Shares and fifty percent (50%) of total Shares held by such Director at the time of his/her latest appointment as Director, and such Shares shall not carry the voting rights and shall not be counted toward the number of votes represented by the Shareholders present at a general meeting but shall be included in the quorum.
57. To the extent permitted by the Law, the Board may resolve that the voting power of a Member at a general meeting may be exercised by way of a written ballot or by way of electronic transmission. The method for exercising such voting power shall be described in the general meeting notice to be given to the Members if the voting power may be exercised by way of a written ballot or electronic transmission. Notwithstanding the foregoing, during the Relevant Period, subject to the Applicable Listing Rules, the Company shall adopt the electronic transmission as one of the methods for exercising the voting power of a Member. Any Member who intends to exercise his voting power by way of a written ballot or by way of electronic transmission shall serve the Company with his voting decision at least two (2) days prior to the date of such general meeting. Where more than one voting decision are received from the same Member by the Company, the first voting decision shall prevail, unless an explicit written statement is made by the relevant Member to revoke the previous voting decision in the later-received voting decision. A Member who exercises his voting power at a general meeting by way of a written ballot or by electronic transmission shall be deemed to have appointed the chairman of the general meeting as his proxy to vote his Shares at the general meeting only in the manner directed by his written instrument or electronic document. The chairman of the general meeting as proxy shall not have the power to exercise the voting rights of such Members with respect to any matters not referred to or indicated in the written or electronic document, impromptu proposal and/or any amendment to resolution(s) proposed at the said general meeting. For the purpose of clarification, such Members voting in such manner shall be deemed to have waived their voting rights with respect to any extemporary matters or amendment to resolution(s) proposed at the general meeting.
58. In case a Member who has cast his votes by a written instrument or by way of electronic transmission intends to attend the relevant general meeting in person, he shall, at least two (2) day prior to the date of the general meeting, revoke such votes by serving a notice in the

same manner as he cast such votes. In the absence of a timely revocation of such votes, such votes shall remain valid.

PROXY

59. (1) A Member may appoint a proxy to attend a general meeting on his behalf by executing a proxy form produced by the Company stating therein the scope of power authorized to the proxy. A proxy need not be a Member.
- (2) During the Relevant Period, subject to the Law and unless otherwise provided in these Articles, forms of instrument of proxy for use at a general meeting shall be produced by the Company specifying therein (a) the instructions for filling out the form, (b) the matters to be entrusted by the Member or to be voted upon pursuant to such proxy, and (c) the basic information of the Member as appointor, the proxy and the proxy solicitor (if any) and shall be sent out together with the notice of general meeting to all Members on the same day.
60. A Member may only appoint one proxy for each general meeting irrespective of how many Shares he holds and shall serve an executed proxy in compliance with the preceding Article to the Company or its Shareholder Service Agent as the case may be no later than five (5) days prior to the date of the general meeting. In case the Company receives two or more proxies from one Member, the one received first by the Company shall prevail unless an explicit statement by the Member to revoke such proxy is made in the subsequent proxy, provided this subsequent proxy is received no later than five (5) days prior to the date of the general meeting.
61. In case a Member who has served a proxy intends to attend the relevant general meeting in person or to exercise his voting power by way of a written ballot or electronic transmission, he shall, at least two (2) days prior to the date of the general meeting, revoke such proxy by serving a separate written notice to the Company or Shareholder Service Agent. Otherwise, the votes cast by the proxy at the general meeting shall prevail.
62. A Member who has served the Company with his voting decision in accordance with Article 57 for the purpose of exercising his voting power by way of a written ballot or by way of electronic transmission may appoint a person as his proxy to attend the meeting in accordance with these Articles, in which case the vote cast by such proxy shall be deemed to have revoked his previous voting decision served on the Company and the Company shall only count the vote(s) cast by such expressly appointed proxy at the meeting.
63. During the Relevant Period, except for trust enterprises or shareholder service agencies duly licensed under the R.O.C. competent authorities or the chairman of a general meeting who is deemed appointed as proxy pursuant to Article 57, where a Person acts as a proxy for two or more Members, the number of voting Shares that the proxy may vote in respect thereof shall not exceed three percent (3%) of the total number of issued and outstanding voting Shares; otherwise, such number of voting Shares in excess of the aforesaid threshold shall not be counted towards the number of votes cast for or against the relevant resolution or the number of voting Shares present at the relevant general meeting but shall be included in the quorum.

Upon such exclusion, the number of voting Shares being excluded and attributed to each Member represented by the same proxy shall be determined on a pro-rata basis based on the total number of voting Shares being excluded and the number of voting Shares that such Members have appointed the proxy to vote for.

64. The use and solicitation of proxies not provided for in these Articles shall be governed by the internal rules of the Company, as adopted and amended by the Board from time to time, which shall be in compliance with the Law and the Applicable Listing Rules (in particular, the Regulations Governing the Use of Proxies for Attendance at Shareholder Meetings of R.O.C.Public Companies(as amended, supplemented or otherwise modified from time to time)).

DIRECTORS AND THE BOARD

65. (1) The Board shall consist of not less than seven (7) or more than nine (9) Directors (including Independent Directors). Subject to the foregoing, the number of Directors to be elected and hold the office shall be stated in the notice of the general meeting in which an election of Directors will be held.
- (2) A Director can be a natural person or a Juristic Person. Where a Director is a Juristic Person, it shall designate a natural person as its authorized representative to exercise, on its behalf, the powers of a Director and may replace such representative from time to time so as to fulfil its remaining term of the office. A Director shall not be required to hold any Shares in the Company.
- (3) Directors shall be elected by Members at general meetings. Any Juristic Person which is a Member shall be entitled to appoint a natural person or natural persons as its representative(s) to be nominated for election as Director in accordance with these Articles.
- (4) The principle of cumulative voting shall apply in any election of Directors pursuant to this Article. Each Member entitled to vote in such election shall have a number of votes equal to the product of (i) the number of votes conferred by such Member's Shares and (ii) the number of Directors to be elected at the general meeting. Each Member may divide and distribute such Member's votes, as so calculated, among any one or more candidates for the directorships to be filled, or such Member may cast such Member's votes for a single candidate. At such election, the candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be elected. Notwithstanding anything to the contrary in these Articles, at any time other than the Relevant Period, the Company may by Ordinary Resolution appoint any Person to be a Director or remove any Director from office.
- (5) The proceedings and the voting regarding the election of Directors not provided for in these Articles shall be governed by the internal rules of the Company, as adopted and amended by an Ordinary Resolution from time to time, which shall be in compliance with the Law and the Applicable Listing Rules.

66. The Company may, whenever it thinks fit, adopt and apply a candidate nomination mechanism for election of any of the Directors in accordance with the Applicable Listing Rules. Notwithstanding the foregoing, during the Relevant Period, a candidate nomination mechanism shall be adopted for election of all Directors. Upon adoption of candidate nomination mechanism, the Directors and Independent Directors shall be elected by the Members at a general meeting from among the nominees listed in the respective rosters of director candidates and independent director candidates. Subject to the Law and the Applicable Listing Rules, the Board may establish detailed rules and procedures for such candidate nomination.
67. Subject to these Articles, each Director shall be appointed to a term of office of three (3) years and is eligible for re-election. In case no election of new Directors is effected prior to the expiration of the term of office of existing Directors, the term of office of such existing Directors shall be extended until the time such Directors are re-elected or new Directors are duly elected and assume their office subject to these Articles. In the event of any vacancy in the Board, the new Director elected in the general meeting shall fill the vacancy for the residual term of office.
68. (1) Unless otherwise provided by these Articles, a Director may be removed from office at anytime by a Special Resolution adopted at a general meeting.
- (2) Without prejudice to other provisions of these Articles, the Company may by an Ordinary Resolution put all Directors for re-election before the expiration of the term of office of such Directors. In this event, if it is not specified in such resolution that the existing Directors will not retire until the expiration date of their terms of office or other specified date, they shall be deemed to have retired on the date of such resolution, subject to the successful election of the new Directors at the same meeting.
69. A chairman of the Board (the “**Chairman**”) shall be elected from among the Directors and appointed in term by a majority of the Directors present at a Board meeting attended by at least two-thirds of all of the Directors then in office. The Chairman shall externally represent the Company and internally preside as the chairman at every Board meeting and at every general meeting convened by the Board. In the event the Chairman is not present at a meeting or cannot or will not exercise his power and authority for any cause, he shall designate one of the Directors to act on his behalf. In the absence of such designation, the Directors present at the meeting shall elect from among themselves an acting chairman.
70. The remuneration of a Director may differ from other Directors, and shall be determined by the Board, regardless of the Company profits or losses of respective years, based on (i) the extent of a Director's involvement with the operations of the Company, (ii) the contribution of a Director to the Company, (iii) the prevailing industry standard and (iv) such other relevant factors.
71. When the number of Directors then in office falls below seven (7) due to any Director(s) vacating his office for any reason, the Company shall hold an election for such number of Directors at the next general meeting to fill the vacancy for the remainder of the term of such outgoing Director(s). When the number of Directors then in office falls short by

one-third of the total number of Directors initially constituting the existing Board, the Company shall convene an extraordinary general meeting within sixty(60) days of the occurrence of that fact for the purposes of electing such number of Directors to fill the casual vacancy.

72. Subject to these Articles, a Director other than an Independent Director may hold any other office (except that of Auditor) or place of profit under the Company in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Board 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.
73. (1) Without prejudice to the duties owed by a Director to the Company under common law of the Cayman Islands and subject to the Law, the Directors shall assume fiduciary duties to the Company and without limitation, the due care of a good administrator, and exercise due care and skill in conducting the business operation of the Company. A Director may be liable to the Company if he acts contrary to his duties. In circumstances where a Director breaches any of such duties and acts for his/her or other Person's interest, the Company may, with the sanction of an Ordinary Resolution, take all such actions and steps as may be appropriate and to the maximum extent legally permissible to seek to recover any and all earnings derived from such act as if such misconduct is done for the benefit of the Company.
- (2) If a Director violates any law in the course of conducting the business of the Company, he shall be jointly and severally liable with the Company for the damages resulting from such violation.
- (3) The preceding two Paragraphs of this Article shall apply, mutatis mutandis, to the officers of the Company who are authorised to act on its behalf in a senior management capacity.
74. Subject to these Articles, a Director other than an Independent Director may act by himself or his firm in a professional capacity for the Company (except that of Auditor), and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
75. To the extent permitted by the Law, the Company may pay, or agree to pay, a premium in respect of a contract insuring each of the following persons against risks determined by the directors, other than liability arising out of that person's negligence and/or dishonesty: an existing or former director (including alternate director), secretary or officer or Auditor of: the Company; a company which is a subsidiary of the Company; and a company in which the Company has or had an interest (whether direct or indirect).
76. During the Relevant Period, the qualifications, election, removal, power, authority and other requirements for Directors (including Independent Directors), which are not covered by these

Articles, shall be in compliance with the Applicable Listing Rules.

INDEPENDENT DIRECTORS

77. During the Relevant Period, the number of Independent Directors of the Company shall not be less than three (3) or one-fifth of the total number of Directors at any time, whichever is greater. One (1) of the Independent Directors shall have resident status of the R.O.C. (such resident status being registered with local government authorities). Subject to the foregoing, the number of Independent Directors to be elected and hold the office shall be stated in the notice of the general meeting in which an election of Independent Directors will be held. When an Independent Director ceases to act, resulting in a number of Independent Directors then in office lower than the prescribed minimum number, an election for an Independent Director shall be held at the next general meeting. When all Independent Directors cease to act, the Company shall convene an extraordinary general meeting to hold an election of Independent Directors within sixty (60) days from the date on which the situation arose.
78. Independent Directors shall possess professional knowledge and shall maintain independence within the scope of their directorial duties, and may not have any direct or indirect interest in the Company. The professional qualifications, restrictions on shareholdings and concurrent positions held by the Independent Directors shall be as prescribed by the Applicable Listing Rules, and the assessment of independence of such Independent Directors shall be in compliance with the Applicable Listing Rules. The Board or other Persons calling a general meeting at which an election for Independent Directors is proposed shall ensure that the requirements of this Article have been satisfied and complied with in relation to any candidate for Independent Director.

POWERS AND DUTIES OF THE BOARD

79. Subject to the Law, these Articles, the Applicable Listing Rules and any resolutions passed in a general meeting, the business of the Company shall be managed by the Board in such manner as it shall think fit, which may pay all reasonable expenses in connection with business management, including but not limited to expenses incurred in forming and registering the Company and may exercise all powers of the Company. Except as otherwise provided by these Articles, the compensation to be paid to the Directors shall be determined by the Board in accordance with the standard prevalent in the industry by reference to recommendation made by the remuneration committee (if established). Such compensation shall be deemed to accrue from day to day, and the Directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from Board meetings of the Directors, or any committee established under Article 82, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Board from time to time, or a combination partly of one such method and partly the other.
80. The Board may from time to time appoint any Person to hold such office in the Company as the Board may think necessary for the management of the Company, including but not limited to officers and managers, and for such term and at such remuneration as the Board may think fit. Any Person so appointed by the Board may be removed by the Board.

81. The Board 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 the Board thinks fit. Any Secretary or assistant Secretary so appointed by the Board may be removed by the Board. The Secretary shall attend all general meetings and shall keep correct minutes of such meetings. Subject to the Applicable Listing Rules, the Secretary shall also perform such other duties as are prescribed by the Law or as may be prescribed by the Board.

COMMITTEES

82. Subject to the Law and the Applicable Listing Rules, the Board may, or the Company may by an Ordinary Resolution, establish any committee(s) and delegate any of their powers, authorities and discretions to such committee(s) (including but not limited to an audit committee and a remuneration committee) consisting of such member or members of their body or any other Persons as the Board thinks fit. Any committee(s) so formed shall, in the exercise of the powers, authorities and discretions so delegated, and in conducting its proceedings, conform to any regulations that may be imposed on it by the Board pursuant to the Applicable Listing Rules. If no regulations are imposed by the Board, the proceedings of a committee with two (2) or more members shall be, as far as is practicable, governed by these Articles regulating the proceedings of the Board.

- 82.1(1) During the Relevant Period, unless otherwise provided by the Law and the Applicable Listing Rules, the Company shall establish an audit committee; regulations governing the professional qualifications for its members, the formation of audit committee, the exercise of their powers of office, and related matters shall be prescribed and amended from time to time by the Board in accordance with the Applicable Listing Rules.

- (2) The audit committee of the Company shall be composed of all the Independent Directors. The audit committee shall not be fewer than three Persons in number, one of whom shall be convener, and at least one of whom shall have accounting or financial expertise. A resolution of the audit committee shall have the concurrence of one-half or more of the members of the audit committee.

- (3) The following matters shall be subject to the consent of one-half or more of all members of the audit committee of the Company and shall be thereafter submitted to the Board for a resolution:

- (a) Adoption or amendment of an internal control system.
- (b) Assessment of the effectiveness of the internal control system.
- (c) Adoption or amendment of handling procedures for financial or operational actions of material significance, such as acquisition or disposal of assets, derivatives trading, extension of monetary loans to others, or endorsements or guarantees for others.

- (d) A matter bearing on the personal interest of a Director.
 - (e) A material asset or derivatives transaction.
 - (f) A material monetary loan, endorsement, or provision of guarantee.
 - (g) The offering, issuance, or Private Placement of any equity-type securities.
 - (h) The hiring or dismissal of an Auditor, or the compensation given thereto.
 - (i) The appointment or discharge of a financial, accounting, or internal auditing officer.
 - (j) Annual and semi-annual financial reports.
 - (k) Any other material matter so required by the Company or the competent authority.
- (3) With the exception of Subparagraph (j) above, any matter under a subparagraph of the preceding Paragraph that has not been approved with the consent of one-half or more of all members of the audit committee of the Company may be undertaken upon the approval of two-thirds or more of the Directors, without regard to the restrictions of the preceding Paragraph, and such resolution of the audit committee of the Company shall be recorded in the minutes of the Board meeting.

- 82.2(1) During the Relevant Period, unless otherwise provided by the Law and the Applicable Listing Rules, the Company shall establish a remuneration committee; regulations governing the professional qualifications for its members, the formation of remuneration committee, the exercise of their powers of office, and related matters shall be prescribed and amended from time to time by the Board in accordance with the Applicable Listing Rules. Remuneration referred to in this Paragraph shall include salary, stock options, and any other substantive incentive measures for Directors and managerial officers under the Law or the Applicable Listing Rules.
- (2) The members of the remuneration committee of the Company shall be appointed by the Board and shall not be fewer than three members, one of whom shall be the convener.
 - (3) The remuneration committee of the Company shall exercise the care of a good administrator and in good faith when performing the official powers listed below, and shall submit its recommendations for deliberation by the Board:
 - (a) Prescribe and periodically review the performance review and remuneration policy, system, standards, and structure for Directors and officers.
 - (b) Periodically evaluate and prescribe the remuneration of Directors and officers.
 - (c) Any other material matter so required by the Company or the competent authority.

DISQUALIFICATION AND VACATION OF OFFICE OF DIRECTORS

83. (1) During the Relevant Period, a person who is under any of the following circumstances shall not act as a Director of the Company; if he has already held office of a Director, he shall cease to act as a Director and be removed from the position of Director automatically:
- (a) commits a felony (including but not limiting to an offence under Statute for Prevention of Organizational Crimes of the R.O.C.) and has been convicted thereof, and the time elapsed after he has served the full term of the sentence is less than five (5) years;
 - (b) has been sentenced to imprisonment for a term of more than one year for commitment of fraud, breach of trust or misappropriation, and the time elapsed after he has served the full term of such sentence is less than two (2) years;
 - (c) has been convicted of misappropriating 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 (2) years;
 - (d) becomes bankrupt under the laws of any jurisdiction and has not been reinstated to his rights and privileges;
 - (e) has allowed cheques and other negotiable instruments to be dishonoured and the records thereof have not been cancelled or expunged by the relevant regulatory authorities;
 - (f) dies or an order is made by any competent court or authority on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs or his legal capacity is restricted according to the applicable laws;
 - (g) 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 the Law and/or Applicable Listing Rules;
 - (h) ceases to be a Director by virtue of Article 84;
 - (i) resigns his office by notice in writing to the Company;
 - (j) is removed from office pursuant to these Articles; or
 - (k) has been ordered to be removed from office by the R.O.C. Courts on the grounds that such Director, in the course of performing his duties, committed

serious violations of the Law, Applicable Listing Rules or these Articles, or acts resulting in material damage to the Company, upon a petition by the Company or Member(s) to the R.O.C. Courts.

- (2) During the Relevant Period, in case a Director (other than Independent Director) has transferred some or all his Shares during the term of his office as a Director, such that the remaining Shares held by him are less than one half of the Shares being held by him at the time he was elected, he shall, ipso facto, cease to act as a Director and be removed from the position of Director automatically.
 - (3) During the Relevant Period, if a Director (other than Independent Director), (a) after having been elected and before his inauguration of the office of a Director, has transferred some or all his Shares held by him such that the remaining Shares are less than one half of the Shares held by such Director at the time of his election, or, (b) within the closing period fixed by the Board in accordance with Article 28(2) prior to the general meeting for the election of such Director, has transferred some or all his Shares held by him such that the remaining Shares are less than one half of the Shares held at the commencement of the closing period, his election as a Director shall be deemed invalid and void.
84. Except as approved by the Commission, the TPEX or the TWSE (where applicable), the following relationships shall not exist among half or the majority of the Directors: (a) a spousal relationship; or (b) a familial relationship within the second degree of kinship as defined under the Civil Code of Taiwan. If any of the foregoing relationships exists among half or the majority of the elected Directors, the election with respect to the one who received the lowest number of votes among those related Directors shall be deemed invalid and void; and if he has already held office of a Director, he shall cease to act as a Director and be removed from the position of Director automatically. For the remaining Directors, if the foregoing requirements are still not satisfied, the same procedure set out above shall be applied again to the remaining related Directors, until such time as the foregoing requirements can be complied with.
85. In case a Director has, in the course of performing his/her/its duties, committed any act resulting in material damage to the Company or in serious violation of the Law, the Applicable Listing Rules or these Articles, but has not been removed from office by a resolution in a general meeting, one or more Members holding three percent (3%) or more of the total number of issued and outstanding Shares of the Company may, within thirty (30) days after that general meeting, submit a petition to a competent court, including the Taiwan Taipei District Court of the R.O.C., but only if and to the extent permitted under the Law and the Applicable Listing Rules, for removing such Director from office.
86. Subject to the Law, one or more Members holding three percent (3%) or more of the total number of the outstanding Shares continuously for a period of one (1) year or more may request in writing any Independent Director of the Audit Committee to file, on behalf of the Company, an action against a Director who has, in the course of performing his/her duties, committed any act resulting in damage to the Company or in violation of the Law, the Applicable Listing Rules or these Articles, with a competent court, including the Taiwan

Taipei District Court of the R.O.C. In case the Independent Director fails to file such action within thirty (30) days after receipt of such request, to the extent permitted under the laws of the Cayman Islands, the Members making such request may file the action for the Company.

PROCEEDINGS OF THE BOARD

87. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it considers appropriate and shall from time to time establish internal rules in this regard, which shall be in compliance with the Law and the Applicable Listing Rules. During the Relevant Period, the Board meetings shall be held at least once in each quarter or within such period and frequency as may be prescribed by the Applicable Listing Rules. The quorum necessary for the transaction of the business of the Board shall be a majority of the Directors. Subject to the Law, the Applicable Listing Rules and these Articles, any matter proposed for consideration and approval at a Board meeting shall be decided by a majority of votes entitled so to do.
88. A Director may, and the Secretary on the requisition of a Director shall, summon a Board meeting by, during the Relevant Period, at least seven (7) days' notice in writing, or at any time other than during the Relevant Period, at least forty eight (48) hours' notice in writing, to every Director which notice shall set forth the general nature of the business to be considered PROVIDED HOWEVER, without prejudice to the prescribed notice, in the event of emergency, as determined by the Board in its sole discretion, a Board meeting may be called at any time if this has been agreed to by a majority of the Directors at such meeting. Notwithstanding the foregoing, at any time other than during the Relevant Period, a notice of Board meeting may be waived by all the Directors at, before or retrospectively after the relevant Board meeting is held. Any notice or waiver thereof may be given by email, telex or telefax.
89. A Director may participate in a meeting of Board, or of any committee appointed by the Board of which such Director is a member, by means of visual communication facilities which permit all Persons participating in the meeting to see and communicate with each other simultaneously and instantaneously, and such participation shall be deemed to constitute presence in person at the meeting.
90. A Director may appoint another Director as his proxy to attend a meeting of the Board in writing with regard to a particular meeting, and state therein the scope of authority with reference to the subjects to be discussed at such meeting, in which event the presence and vote of the proxy shall be deemed to be that of the Director appointer. No Director may act as proxy for two (2) or more other Directors. Subject to these Articles, if a Director attends a Board meeting on his behalf and as the proxy of another Director, he is entitled to vote both as a proxy and for his own.
91. A Director who is in any way, whether directly or indirectly, interested in a matter discussed, considered or proposed in a meeting of the Board shall declare the nature of his interest and its essential contents at such relevant meeting. Any Director who bears a personal interest that may conflict with and impair the interest of the Company in respect of any matter

proposed for consideration and approval at a meeting of Board shall abstain from voting, on his own behalf or as a proxy or corporate representative, with respect to the said matter. Any and all votes cast by such Director(s) shall not be counted in determining the number of votes for or against such matter.

92. Subject to these Articles, the continuing Directors may act notwithstanding any vacancy in their body.
93. Notwithstanding anything to the contrary provided for in these Articles, at any time other than during the Relevant Period, a resolution in writing signed by all of the Directors then in office or all of the members of a committee of Directors, including a resolution signed in counterpart or by way of signed email, telex or telefax transmission, shall be as valid and effectual as if it had been passed at a Board meeting or of a committee of Directors duly called and constituted.
94. The proceedings regarding Board meetings not provided for in these Articles shall be governed by the internal rules of the Company, as adopted and amended by the Board and reported to the Members at a general meeting from time to time, which shall be in compliance with the Law and the Applicable Listing Rules (in particular, the Regulations Governing Procedure for Board of Directors Meetings of Public Companies of the R.O.C.).

RESERVES AND CAPITALISATION

95. During the Relevant Period, the Company shall set aside out of the profits of the Company for each financial year: (a) a reserve for payment of tax for the relevant financial year; and (b) an amount to offset losses incurred in previous year(s); and (c) a Statutory Reserve in accordance with the Applicable Listing Rules, and after the aforesaid sums as set aside from the profits for such relevant financial year, the Board may, before recommending any dividend or bonuses, set aside the remaining profits of the Company for the relevant financial year as a reserve or reserves (the "**Special Reserve**") which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied.
96. Unless otherwise provided in the Law, the Applicable Listing Rules and these Articles, neither the Statutory Reserve nor the Capital Reserve shall be used except for offsetting the losses of the Company. The Company shall not use the Capital Reserve to offset its capital losses unless the Statutory Reserve and Special Reserve set aside for purposes of loss offset is insufficient to offset such losses.
97. (1) During the Relevant Period, subject to the Law, where the Company incurs no loss, it may, by a Special Resolution, distribute its Statutory Reserve, the Share Premium Account and/or the income from endowments received by the Company, which are in the Capital Reserve which are available for distribution, in whole or in part, by issuing new, fully paid Shares and/or by cash to its Members.

(2) At any time other than during the Relevant Period, subject to the Law, the Board may

capitalise any sum for the time being standing to the credit of the Share Premium Account or any of the other Company's reserve accounts which are available for distribution or any sum standing to the credit of the profit and loss account or otherwise available for distribution and to appropriate such sums to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend/bonus and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid.

98. Where any difficulty arises in regard to any declaration of share dividends or share bonuses or other similar distributions under these Articles due to any fraction held by Member(s), the Board may determine that cash payments should be made to any Members in full, or part thereof, as may seem expedient to the Board. Such decision of the Board shall be effective and binding upon the Members.

COMPENSATION, DIVIDENDS AND BONUSES

99. At any time other than during the Relevant Period, subject to the Law and these Articles and except as otherwise provided by the rights attaching to any Shares, the Board may from time to time declare dividends/bonuses (including interim dividends/bonuses), and other distributions to the Members by issuing new, fully paid Shares and/or by cash in proportion to the number of Shares held by them respectively and authorise payment of the same out of the funds of the Company lawfully available therefore. The Directors may, before declaring any dividends, bonuses or distributions, set aside such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the like discretion, be employed in the business or investments of the Company.

- 100.(1) As the Company is in the growing stage, the dividend/bonuses of the Company may be distributed in the form of cash dividends/bonuses and/or stock dividends/bonuses. The Company shall take into consideration the Company's capital expenditures, future expansion plans, and financial structure, funds requirement and other plans for sustainable development needs in assessing the amount of dividends/bonuses the Company wish to distribute.

- (2) During the Relevant Period, subject to the Law, the Applicable Listing Rules and these Articles, where the Company has annual profits at the end of a financial year, upon the approval of a majority of the Directors present at a meeting attended by at least two-thirds or more of the total number of the Directors, the Company may distribute not less than five percent (5%) and not more than ten percent (10%) of the profits for such year to the Employees as the Employees' compensation in the form of shares and/or in cash and may distribute not more than two percent (2%) hereof to the Directors as the Directors' compensations, provided, however, that the total amount of accumulated losses of the Company (including adjusted undistributed profits) shall be reserved from the said profits in advance, and the Company shall distribute the

remaining balance thereof to the Employees and Directors in the proportion set out above. A report of such distribution of Employees' and Directors' compensation shall be submitted to the general meeting of the Company. Except otherwise set forth by the Applicable Listing Rules, any Directors' compensations shall not be paid in the form of shares. The term "annual profits" as used herein shall mean the annual profits for such year before tax without deducting the amount of compensation distributed to the Employees and Directors as prescribed in this Paragraph (2) of this Article.

- (3) During the Relevant Period, subject to the Law, the Applicable Listing Rules and these Articles and except as otherwise provided by the rights attaching to any Shares, where the Company still has annual net profit for the year, after paying all relevant taxes, offsetting losses (including losses of previous years and adjusted undistributed profits, if any), setting aside the Statutory Reserve of the remaining profits in accordance with the Applicable Listing Rules (provided that the setting aside of the Statutory Reserve does not apply if the aggregate amount of the Statutory Reserve amounts to the Company's total issued capital), and setting aside the Special Reserve (if any), the Company may distribute not less than fifty percent (50%) of the remaining balance (including the amounts reversed from the Special Reserve), plus undistributed profits of previous years (including adjusted undistributed profits) in part or in whole as determined by an Ordinary Resolution passed at an annual general meeting of the Company duly convened and held in accordance with these Articles to the Members as dividends/bonuses in proportion to the number of Shares held by them respectively pursuant to these Articles, provided that, cash dividends/bonuses shall not be less than twenty percent (20%) of the total amount of dividends/bonuses to Members.
 - (4) During the Relevant Period, unless otherwise resolved by the general meeting of the Company, the Employees' and Directors' compensations and dividends, bonuses or other forms of distributions payable to the Members shall be declared in NTD.
 - (5) The Board may deduct from the dividends, bonuses or any other amount payable to the Member in respect of the Share any amount (if any) due by such Member to the Company on account of calls or otherwise in relation to the Share.
 - (6) Any dividend, bonus or other monies payable on or in respect of the Share may be paid by wire transfer to the bank account nominated by the Member or by cheque or warrant sent through a post to the registered address of the Member, or to such Person and to such address as the holder may nominate in writing. In the case of joint Members, any of them may give a valid receipt for the dividend, bonus or other monies payable on or in respect of the Share.
 - (7) Subject to the Law and the Applicable Listing Rules, any Special Reserve may be reversed to undistributed profits of the Company.
101. During the Relevant Period, subject to the Law, the Applicable Listing Rules and these Articles, the Company may by a Special Resolution distribute any part or all of the

dividends or bonuses to the Members declared in accordance with the preceding Article by way of applying such sum in paying up in full unissued Shares for allocation and distribution to the Members.

102. No dividend, bonus or other distribution shall be paid otherwise than out of profits or out of monies otherwise available for dividend, bonus or other distribution in accordance with the Law. No dividend, bonus or other distribution or other money payable by the Company on or in respect of any Share shall bear interest against the Company.

ACCOUNTS, AUDIT, AND ANNUAL RETURN AND DECLARATION

103. The Directors shall cause to be kept accounting records and books of account sufficient to give a true and fair view of the state of the Company's affairs and to show and explain the transactions of the Company and otherwise in accordance with the Law, at the Registered Office or at such other place(s) in such manner as may be determined from time to time by the Board and shall always be open to the inspection by the Directors.
104. During the Relevant Period, at the end of each financial year, the Board shall prepare: (a) the business report; (b) the financial statements which include all the documents and information as required by the Law and the Applicable Listing Rules (the "**Financial Statements**"); and (c) any proposal relating to the distribution of net profit and/or loss offsetting in accordance with these Articles, for adoption by the annual general meeting of the Company. Upon adoption at the annual general meeting of the Company, the Board shall distribute to each Member copies of the Financial Statements and the resolutions relating to profit distribution and/or loss offsetting. However, during the Relevant Period, the Company may make a public announcement of the abovementioned statements and resolutions instead of distributing those to each Member.
105. During the Relevant Period, the documents prepared by the Board in accordance with the preceding Article shall be made available at the Shareholder Service Agent's office in the R.O.C. for inspection during normal business hours by the Members, ten (10) days prior to the annual general meeting.
106. Subject to the Law and the Applicable Listing Rules, the Board may determine (or revoke, alter or amend any such determination) that the accounts of the Company be audited and the appointment of the Auditors.
107. The Board shall keep copies of the Memorandum, these Articles, the minutes of every general meeting, the Financial Statements, the Register and the counterfoil of corporate bonds issued by the Company at its Shareholder Service Agent's office in the R.O.C. Any Member may request at any time, by submitting evidentiary document(s) to show his interests involved and indicating the scope of requested matters, access to inspect and to make copies of the above documents.
108. The Board 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.

TENDER OFFER

109. Subject to the Law and the Applicable Listing Rules, during the Relevant Period, within fifteen(15) days after receipt of the copy of the public tender offer report form, the public tender offer prospectus, and relevant documents, the Company shall make a public announcement of the following:
- (a) the types, number and amount of shares held by the Directors and any Member holding more than ten percent (10%) of the total issued and outstanding Shares;
 - (b) the recommendations made by the Board to the Members on such tender offer, which shall set forth the identity and financial status of the tender offeror, fairness of the tender offer conditions, verification on rationality of source of fund for tender offer, and 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 delivery of its most recent financial report and the contents of such change, if any;
 - (d) the types, number and amount of the shares of the tender offeror or its affiliates held by the Directors and the Members holding more than ten percent (10%) of the total issued and outstanding Shares; and
 - (e) other relevant significant information.

WINDING UP

110. Subject to the Law, the Company may be wound up by a Special Resolution passed by the Members. If the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the number of the Shares held by them. If in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the number of the Shares held by them at the commencement of the winding up. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.
111. 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, divide amongst the Members 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 Members 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 Members as the liquidator shall think

fit, but so that no Member shall be compelled to accept any asset whereon there is any liability.

112. The Company shall keep all statements, records of account and documents for a period of ten (10) years from the date of the completion of liquidation, and the custodian thereof shall be appointed by the liquidator or the Company by an Ordinary Resolution.

NOTICES

113. Subject to the Law and except as otherwise provided in these Articles, any notice or document may be served by the Company to any Member 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 Member at his address as appearing in the Register, or, to the extent permitted by the Law and the Applicable Listing Rules, by posting it on a website designated by the Commission, the TPEX or the TWSE (where applicable) and/or the Company's website, or by electronic means by transmitting it to any electronic mail number or address such Member may have positively confirmed in writing for the purpose of such service of notices. In the case of joint Members, all notices shall be given to that one of the Members whose name stands as their representative in the Register in respect of the joint holding.
114. Any Member 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 including the purpose for which such meeting was convened.
115. Any notice or other document, if served by:
- (a) post, shall be deemed to have been served on the day following that on which 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) courier service, shall be deemed to have been served forty-eight (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.
116. Any notice or document served to the registered address of any Member in accordance with these Articles shall notwithstanding that such Member 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 Member as sole or joint Member.

REGISTERED OFFICE OF THE COMPANY

117. The Registered Office of the Company shall be at such address in the Cayman Islands as the Board shall from time to time determine.

FINANCIAL YEAR

118. Unless the Board otherwise prescribes, the financial year of the Company shall end on December 31st in each year and shall begin on January 1st in each year.

SEAL

119. The Company shall adopt a Seal by resolution of the Board and, subject to the Law, the Company may also have a duplicate Seal or Seals for use in any place or places outside of the Cayman Islands. The use and management of the Seal (or duplicate Seals) may be determined by the Board from time to time pursuant to the adoption of any regulation governing the use and management of seals of the Company in accordance with the Applicable Listing Rules.

LITIGATION AND NON-LITIGATION AGENT IN THE R.O.C.

- 120.(1) Subject to the provisions of the Applicable Listing Rules, the Company shall, by a resolution of the Directors, appoint or remove a person as its litigation and non-litigation agent and such agent will be deemed as the responsible person of the Company in the R.O.C. under the Applicable Listing Rules.
- (2) The preceding agent shall have residence or domicile in the R.O.C.
- (3) The Company shall report the name, residence/domicile of the preceding agent and power of attorney to the competent authority in the R.O.C. This reporting requirement shall also apply if there is any change.

CHANGES TO CONSTITUTION

121. Subject to the Law and the Applicable Listing Rules, the Company may, by Special Resolution, alter or amend the Memorandum or these Articles, in whole or in part.

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【Appendix 3】

Ventec International Group Co., Ltd.

The Rules of Procedure for Shareholders' Meetings

Article 1

To establish a strong governance system and sound supervisory capabilities for this Corporation's shareholders meetings, and to strengthen management capabilities, these Rules are adopted pursuant to Article 5 of the Corporate Governance Best-Practice Principles for TWSE/GTSM Listed Companies.

Article 2

The rules of procedures for this Corporation's shareholders meetings, except as otherwise provided by law, regulation, or the articles of incorporation, shall be as provided in these Rules.

Article 3

(Convening shareholders meetings and shareholders meeting notices)

Unless otherwise provided by law or regulation, this Corporation's shareholders meetings shall be convened by the board of directors.

This Corporation shall prepare electronic versions of the shareholders meeting notice and proxy forms, and the origins of and explanatory materials relating to all proposals, including proposals for ratification, matters for deliberation, or the election or dismissal of directors or supervisors, and upload them to the Market Observation Post System (MOPS) before 30 days before the date of a regular shareholders meeting or before 15 days before the date of a special shareholders meeting. This Corporation shall prepare electronic versions of the shareholders meeting agenda and supplemental meeting materials and upload them to the MOPS before 21 days before the date of the regular shareholders meeting or before 15 days before the date of the special shareholders meeting. In addition, before 15 days before the date of the shareholders meeting, this Corporation shall also have prepared the shareholders meeting agenda and supplemental meeting materials and made them available for review by shareholders at any time. The meeting agenda and supplemental materials shall also be displayed at this Corporation and the professional shareholder services agent designated thereby as well as being distributed on-site at the meeting place.

The reasons for convening a shareholders meeting shall be specified in the meeting notice and public announcement. With the consent of the addressee, the meeting notice may be given in electronic form.

Election or dismissal of directors or supervisors, amendments to the articles of incorporation, the dissolution, merger, or demerger of the corporation, or any matter under Article 185, paragraph 1 of the Company Act, Articles 26-1 and 43-6 of the Securities and Exchange Act, or Articles 56-1 and 60-2 of the Regulations Governing the Offering and Issuance of Securities by Securities Issuers shall be set out in the notice of the reasons for convening the shareholders meeting. None of the above matters may be raised by an extraordinary motion.

A shareholder holding 1 percent or more of the total number of issued shares may submit to this Corporation a written proposal for discussion at a regular shareholders meeting. Such proposals, however, are limited to one item only, and no proposal containing more than one item will be included in the meeting agenda. In addition, when the circumstances of any

subparagraph of Article 172-1, paragraph 4 of the Company Act apply to a proposal put forward by a shareholder, the board of directors may exclude it from the agenda.

Prior to the book closure date before a regular shareholders meeting is held, this Corporation shall publicly announce that it will receive shareholder proposals, and the location and time period for their submission; the period for submission of shareholder proposals may not be less than 10 days.

Shareholder-submitted proposals are limited to 300 words, and no proposal containing more than 300 words will be included in the meeting agenda. The shareholder making the proposal shall be present in person or by proxy at the regular shareholders meeting and take part in discussion of the proposal.

Prior to the date for issuance of notice of a shareholders meeting, this Corporation shall inform the shareholders who submitted proposals of the proposal screening results, and shall list in the meeting notice the proposals that conform to the provisions of this article. At the shareholders meeting the board of directors shall explain the reasons for exclusion of any shareholder proposals not included in the agenda.

Article 4

For each shareholders meeting, a shareholder may appoint a proxy to attend the meeting by providing the proxy form issued by this Corporation and stating the scope of the proxy's authorization.

A shareholder may issue only one proxy form and appoint only one proxy for any given shareholders meeting, and shall deliver the proxy form to this Corporation before 5 days before the date of the shareholders meeting. When duplicate proxy forms are delivered, the one received earliest shall prevail unless a declaration is made to cancel the previous proxy appointment.

After a proxy form has been delivered to this Corporation, if the shareholder intends to attend the meeting in person or to exercise voting rights by correspondence or electronically, a written notice of proxy cancellation shall be submitted to this Corporation before 2 business days before the meeting date. If the cancellation notice is submitted after that time, votes cast at the meeting by the proxy shall prevail.

Article 5

(Principles determining the time and place of a shareholders meeting)

The venue for a shareholders meeting shall be the premises of this Corporation, or a place easily accessible to shareholders and suitable for a shareholders meeting. The meeting may begin no earlier than 9 a.m. and no later than 3 p.m. Full consideration shall be given to the opinions of the independent directors with respect to the place and time of the meeting.

Article 6

(Preparation of documents such as the attendance book)

This Corporation shall specify in its shareholders meeting notices the time during which shareholder attendance registrations will be accepted, the place to register for attendance, and other matters for attention.

The time during which shareholder attendance registrations will be accepted, as stated in the preceding paragraph, shall be at least 30 minutes prior to the time the meeting commences. The place at which attendance registrations are accepted shall be clearly marked and a sufficient number of suitable personnel assigned to handle the registrations.

Shareholders and their proxies (collectively, "shareholders") shall attend shareholders meetings based on attendance cards, sign-in cards, or other certificates of attendance. This

Corporation may not arbitrarily add requirements for other documents beyond those showing eligibility to attend presented by shareholders. Solicitors soliciting proxy forms shall also bring identification documents for verification.

This Corporation shall furnish the attending shareholders with an attendance book to sign, or attending shareholders may hand in a sign-in card in lieu of signing in.

This Corporation shall furnish attending shareholders with the meeting agenda book, annual report, attendance card, speaker's slips, voting slips, and other meeting materials. Where there is an election of directors or supervisors, pre-printed ballots shall also be furnished.

When the government or a juristic person is a shareholder, it may be represented by more than one representative at a shareholders meeting. When a juristic person is appointed to attend as proxy, it may designate only one person to represent it in the meeting.

Article 7

(The chair and non-voting participants of a shareholders meeting)

If a shareholders meeting is convened by the board of directors, the meeting shall be chaired by the chairperson of the board. When the chairperson of the board is on leave or for any reason unable to exercise the powers of the chairperson, the vice chairperson shall act in place of the chairperson; if there is no vice chairperson or the vice chairperson also is on leave or for any reason unable to exercise the powers of the vice chairperson, the chairperson shall appoint one of the managing directors to act as chair, or, if there are no managing directors, one of the directors shall be appointed to act as chair. Where the chairperson does not make such a designation, the managing directors or the directors shall select from among themselves one person to serve as chair.

When a managing director or a director serves as chair, as referred to in the preceding paragraph, the managing director or director shall be one who has held that position for six months or more and who understands the financial and business conditions of the company. The same shall be true for a representative of a juristic person director that serves as chair.

It is advisable that shareholders meetings convened by the board of directors be chaired by the chairperson of the board in person and attended by a majority of the directors, at least one supervisor in person, and at least one member of each functional committee on behalf of the committee. The attendance shall be recorded in the meeting minutes.

If a shareholders meeting is convened by a party with power to convene but other than the board of directors, the convening party shall chair the meeting. When there are two or more such convening parties, they shall mutually select a chair from among themselves.

This Corporation may appoint its attorneys, certified public accountants, or related persons retained by it to attend a shareholders meeting in a non-voting capacity.

Article 8

(Documentation of a shareholders meeting by audio or video)

This Corporation, beginning from the time it accepts shareholder attendance registrations, shall make an uninterrupted audio and video recording of the registration procedure, the proceedings of the shareholders meeting, and the voting and vote counting procedures.

The recorded materials of the preceding paragraph shall be retained for at least 1 year. If, however, a shareholder files a lawsuit pursuant to Article 189 of the Company Act, the recording shall be retained until the conclusion of the litigation.

Article 9

Attendance at shareholders meetings shall be calculated based on numbers of shares. The number of shares in attendance shall be calculated according to the shares indicated by the

attendance book and sign-in cards handed in plus the number of shares whose voting rights are exercised by correspondence or electronically.

The chair shall call the meeting to order at the appointed meeting time. However, when the attending shareholders do not represent a majority of the total number of issued shares, the chair may announce a postponement, provided that no more than two such postponements, for a combined total of no more than 1 hour, may be made. If the quorum is not met after two postponements and the attending shareholders still represent less than one third of the total number of issued shares, the chair shall declare the meeting adjourned.

If the quorum is not met after two postponements as referred to in the preceding paragraph, but the attending shareholders represent one third or more of the total number of issued shares, a tentative resolution may be adopted pursuant to Article 175, paragraph 1 of the Company Act; all shareholders shall be notified of the tentative resolution and another shareholders meeting shall be convened within 1 month.

When, prior to conclusion of the meeting, the attending shareholders represent a majority of the total number of issued shares, the chair may resubmit the tentative resolution for a vote by the shareholders meeting pursuant to Article 174 of the Company Act.

Article 10

(Discussion of proposals)

If a shareholders meeting is convened by the board of directors, the meeting agenda shall be set by the board of directors. The meeting shall proceed in the order set by the agenda, which may not be changed without a resolution of the shareholders meeting.

The provisions of the preceding paragraph apply mutatis mutandis to a shareholders meeting convened by a party with the power to convene that is not the board of directors.

The chair may not declare the meeting adjourned prior to completion of deliberation on the meeting agenda of the preceding two paragraphs (including extraordinary motions), except by a resolution of the shareholders meeting. If the chair declares the meeting adjourned in violation of the rules of procedure, the other members of the board of directors shall promptly assist the attending shareholders in electing a new chair in accordance with statutory procedures, by agreement of a majority of the votes represented by the attending shareholders, and then continue the meeting.

The chair shall allow ample opportunity during the meeting for explanation and discussion of proposals and of amendments or extraordinary motions put forward by the shareholders; when the chair is of the opinion that a proposal has been discussed sufficiently to put it to a vote, the chair may announce the discussion closed and call for a vote.

Article 11

(Shareholder speech)

Before speaking, an attending shareholder must specify on a speaker's slip the subject of the speech, his/her shareholder account number (or attendance card number), and account name. The order in which shareholders speak will be set by the chair.

A shareholder in attendance who has submitted a speaker's slip but does not actually speak shall be deemed to have not spoken. When the content of the speech does not correspond to the subject given on the speaker's slip, the spoken content shall prevail.

Except with the consent of the chair, a shareholder may not speak more than twice on the same proposal, and a single speech may not exceed 5 minutes. If the shareholder's speech violates the rules or exceeds the scope of the agenda item, the chair may terminate the speech.

When an attending shareholder is speaking, other shareholders may not speak or interrupt unless they have sought and obtained the consent of the chair and the shareholder that has the

floor; the chair shall stop any violation.

When a juristic person shareholder appoints two or more representatives to attend a shareholders meeting, only one of the representatives so appointed may speak on the same proposal.

After an attending shareholder has spoken, the chair may respond in person or direct relevant personnel to respond.

Article 12

(Calculation of voting shares and recusal system)

Voting at a shareholders meeting shall be calculated based the number of shares.

With respect to resolutions of shareholders meetings, the number of shares held by a shareholder with no voting rights shall not be calculated as part of the total number of issued shares.

When a shareholder is an interested party in relation to an agenda item, and there is the likelihood that such a relationship would prejudice the interests of this Corporation, that shareholder may not vote on that item, and may not exercise voting rights as proxy for any other shareholder.

The number of shares for which voting rights may not be exercised under the preceding paragraph shall not be calculated as part of the voting rights represented by attending shareholders.

With the exception of a trust enterprise or a shareholder services agent approved by the competent securities authority, when one person is concurrently appointed as proxy by two or more shareholders, the voting rights represented by that proxy may not exceed 3 percent of the voting rights represented by the total number of issued shares. If that percentage is exceeded, the voting rights in excess of that percentage shall not be included in the calculation.

Article 13

A shareholder shall be entitled to one vote for each share held, except when the shares are restricted shares or are deemed non-voting shares under Article 179, paragraph 2 of the Company Act.

When this Corporation holds a shareholders meeting, it may allow the shareholders to exercise voting rights by correspondence or electronic means (in accordance with the proviso of Article 177-1 of the Company Act regarding companies that shall adopt electronic voting: When this Corporation holds a shareholder meeting, it shall adopt exercise of voting rights by electronic means and may adopt exercise of voting rights by correspondence). When voting rights are exercised by correspondence or electronic means, the method of exercise shall be specified in the shareholders meeting notice. A shareholder exercising voting rights by correspondence or electronic means will be deemed to have attended the meeting in person, but to have waived his/her rights with respect to the extraordinary motions and amendments to original proposals of that meeting; it is therefore advisable that this Corporation avoid the submission of extraordinary motions and amendments to original proposals.

A shareholder intending to exercise voting rights by correspondence or electronic means under the preceding paragraph shall deliver a written declaration of intent to this Corporation before 2 days before the date of the shareholders meeting. When duplicate declarations of intent are delivered, the one received earliest shall prevail, except when a declaration is made to cancel the earlier declaration of intent.

After a shareholder has exercised voting rights by correspondence or electronic means, in the event the shareholder intends to attend the shareholders meeting in person, a written

declaration of intent to retract the voting rights already exercised under the preceding paragraph shall be made known to this Corporation, by the same means by which the voting rights were exercised, before 2 business days before the date of the shareholders meeting. If the notice of retraction is submitted after that time, the voting rights already exercised by correspondence or electronic means shall prevail. When a shareholder has exercised voting rights both by correspondence or electronic means and by appointing a proxy to attend a shareholders meeting, the voting rights exercised by the proxy in the meeting shall prevail.

Except as otherwise provided in the Company Act and in this Corporation's articles of incorporation, the passage of a proposal shall require an affirmative vote of a majority of the voting rights represented by the attending shareholders. At the time of a vote, for each proposal, the chair or a person designated by the chair shall first announce the total number of voting rights represented by the attending shareholders, followed by a poll of the shareholders. After the conclusion of the meeting, on the same day it is held, the results for each proposal, based on the numbers of votes for and against and the number of abstentions, shall be entered into the MOPS.

When there is an amendment or an alternative to a proposal, the chair shall present the amended or alternative proposal together with the original proposal and decide the order in which they will be put to a vote. When any one among them is passed, the other proposals will then be deemed rejected, and no further voting shall be required.

Vote monitoring and counting personnel for the voting on a proposal shall be appointed by the chair, provided that all monitoring personnel shall be shareholders of this Corporation.

Vote counting for shareholders meeting proposals or elections shall be conducted in public at the place of the shareholders meeting. Immediately after vote counting has been completed, the results of the voting, including the statistical tallies of the numbers of votes, shall be announced on-site at the meeting, and a record made of the vote.

Article 14

(Election of directors and supervisors)

The election of directors or supervisors at a shareholders meeting shall be held in accordance with the applicable election and appointment rules adopted by this Corporation, and the voting results shall be announced on-site immediately, including the names of those elected as directors and supervisors and the numbers of votes with which they were elected.

The ballots for the election referred to in the preceding paragraph shall be sealed with the signatures of the monitoring personnel and kept in proper custody for at least 1 year. If, however, a shareholder files a lawsuit pursuant to Article 189 of the Company Act, the ballots shall be retained until the conclusion of the litigation.

Article 15

Matters relating to the resolutions of a shareholders meeting shall be recorded in the meeting minutes. The meeting minutes shall be signed or sealed by the chair of the meeting and a copy distributed to each shareholder within 20 days after the conclusion of the meeting. The meeting minutes may be produced and distributed in electronic form.

This Corporation may distribute the meeting minutes of the preceding paragraph by means of a public announcement made through the MOPS.

The meeting minutes shall accurately record the year, month, day, and place of the meeting, the chair's full name, the methods by which resolutions were adopted, and a summary of the deliberations and their results, and shall be retained for the duration of the existence of this Corporation.

Article 16

(Public disclosure)

On the day of a shareholders meeting, this Corporation shall compile in the prescribed format a statistical statement of the number of shares obtained by solicitors through solicitation and the number of shares represented by proxies, and shall make an express disclosure of the same at the place of the shareholders meeting.

If matters put to a resolution at a shareholders meeting constitute material information under applicable laws or regulations or under Taiwan Stock Exchange Corporation (or GreTai Securities Market) regulations, this Corporation shall upload the content of such resolution to the MOPS within the prescribed time period.

Article 17

(Maintaining order at the meeting place)

Staff handling administrative affairs of a shareholders meeting shall wear identification cards or arm bands.

The chair may direct the proctors or security personnel to help maintain order at the meeting place. When proctors or security personnel help maintain order at the meeting place, they shall wear an identification card or armband bearing the word "Proctor."

At the place of a shareholders meeting, if a shareholder attempts to speak through any device other than the public address equipment set up by this Corporation, the chair may prevent the shareholder from so doing.

When a shareholder violates the rules of procedure and defies the chair's correction, obstructing the proceedings and refusing to heed calls to stop, the chair may direct the proctors or security personnel to escort the shareholder from the meeting.

Article 18

(Recess and resumption of a shareholders meeting)

When a meeting is in progress, the chair may announce a break based on time considerations. If a force majeure event occurs, the chair may rule the meeting temporarily suspended and announce a time when, in view of the circumstances, the meeting will be resumed.

If the meeting venue is no longer available for continued use and not all of the items (including extraordinary motions) on the meeting agenda have been addressed, the shareholders meeting may adopt a resolution to resume the meeting at another venue.

A resolution may be adopted at a shareholders meeting to defer or resume the meeting within 5 days in accordance with Article 182 of the Company Act.

Article 19

These Rules, and any amendments hereto, shall be implemented after adoption by shareholders meetings.

【Appendix 4】

Ventec International Group Co., Ltd.

The Rules for Election of Directors

Article 1

To ensure a just, fair, and open election of directors, these Procedures are adopted pursuant to Articles 21 and 41 of the Corporate Governance Best-Practice Principles for TWSE/GTSM Listed Companies.

Article 2

Except as otherwise provided by law and regulation or by this Corporation's articles of incorporation, elections of directors shall be conducted in accordance with these Procedures.

Article 3

The overall composition of the board of directors shall be taken into consideration in the selection of this Corporation's directors. The composition of the board of directors shall be determined by taking diversity into consideration and formulating an appropriate policy on diversity based on the company's business operations, operating dynamics, and development needs. It is advisable that the policy include, without being limited to, the following two general standards:

1. Basic requirements and values: Gender, age, nationality, and culture.
2. Professional knowledge and skills: A professional background (e.g., law, accounting, industry, finance, marketing, technology), professional skills, and industry experience.
Each board member shall have the necessary knowledge, skill, and experience to perform their duties; the abilities that must be present in the board as a whole are as follows:
 1. The ability to make judgments about operations.
 2. Accounting and financial analysis ability.
 3. Business management ability.
 4. Crisis management ability.
 5. Knowledge of the industry.
 6. An international market perspective.
 7. Leadership ability.
 8. Decision-making ability.

More than half of the directors shall be persons who have neither a spousal relationship nor a relationship within the second degree of kinship with any other director.

The board of directors of this Corporation shall consider adjusting its composition based on the results of performance evaluation.

Article 4

Supervisors of this Corporation shall meet the following qualifications:

1. Integrity and a practical attitude.
2. Impartial judgment.
3. Professional knowledge.
4. Broad experience.

5. Ability to read financial statements.

In addition to the requirements of the preceding paragraph, at least one among the of this Corporation must be an accounting or finance professional.

Appointments of supervisors shall be made with reference to the provisions on independence contained in the Regulations Governing Appointment of Independent Directors and Compliance Matters for Public Companies, in order to select appropriate director to help strengthen the corporation's risk management and control of finance and operations.

At least one supervisor position must be held by a person having neither a spousal relationship nor a relationship within the second degree of kinship with any other supervisor or with any director.

A director may not serve concurrently as the director, managerial officer, or any other employee of this Corporation, and at least one of the supervisors must be domiciled in the Republic of China to be able to promptly fulfill the functions of director.

Article 5

The qualifications for the independent directors of this Corporation shall comply with Articles 2, 3, and 4 of the Regulations Governing Appointment of Independent Directors and Compliance Matters for Public Companies.

The election of independent directors of this Corporation shall comply with Articles 5, 6, 7, 8, and 9 of the Regulations Governing Appointment of Independent Directors and Compliance Matters for Public Companies, and shall be conducted in accordance with Article 24 of the Corporate Governance Best-Practice Principles for TWSE/GTSM Listed Companies.

Article 6

Elections of both directors and directors at this Corporation shall be conducted in accordance with the candidate nomination system and procedures set out in Article 192-1 of the Company Act. This Corporation shall review the qualifications, education, working experience, background, and the existence of any other matters set forth in Article 30 of the Company Act with respect to nominee directors and may not arbitrarily add requirements for documentation of other qualifications. It shall further provide the results of the review to shareholders for their reference, so that qualified directors will be elected

When the number of directors falls below five due to the dismissal of a director for any reason, this Corporation shall hold a by-election to fill the vacancy at its next shareholders meeting. When the number of directors falls short by one third of the total number prescribed in this Corporation's articles of incorporation, this Corporation shall call a special shareholders meeting within 60 days from the date of occurrence to hold a by-election to fill the vacancies.

When the number of independent directors falls below that required under the proviso of Article 14-2, paragraph 1 of the Securities and Exchange Act, or the related provisions of the Taiwan Stock Exchange Corporation rules governing the review of listings, or subparagraph 8 of the Standards for Determining Unsuitability for GTSM Listing under Article 10, Paragraph 1 of the GreTai Securities Market Rules Governing the Review of Securities for Trading on the GTSM, a by-election shall be held at the next shareholders meeting to fill the vacancy. When the independent directors are dismissed en masse, a special shareholders meeting shall be called within 60 days from the date of occurrence to hold a by-election to fill the vacancies.

When the number of directors falls below that prescribed in this Corporation's articles of incorporation due to the dismissal of a supervisor for any reason, a by-election to fill the vacancy should ideally be held at the next shareholders meeting. When the directors are dismissed en masse, a special shareholders meeting shall be called within 60 days from the

date of occurrence to hold a by-election to fill the vacancies. Elections of directors at this Corporation shall be conducted in accordance with the candidate nomination system and procedures set out in Article 192-1 of the Company Act. This Corporation shall review the qualifications, education, working experience, background, and the existence of any other matters set forth in Article 30 of the Company Act with respect to nominee directors and may not arbitrarily add requirements for documentation of other qualifications. It shall further provide the results of the review to shareholders for their reference, so that qualified directors will be elected.

When the number of directors falls below five due to the dismissal of a director for any reason, this Corporation shall hold a by-election to fill the vacancy at its next shareholders meeting. When the number of directors falls short by one third of the total number prescribed in this Corporation's articles of incorporation, this Corporation shall call a special shareholders meeting within 60 days from the date of occurrence to hold a by-election to fill the vacancies.

When the number of independent directors falls below that required under the proviso of Article 14-2, paragraph 1 of the Securities and Exchange Act, or the related provisions of the Taiwan Stock Exchange Corporation rules governing the review of listings, or subparagraph 8 of the Standards for Determining Unsuitability for GTSM Listing under Article 10, Paragraph 1 of the GreTai Securities Market Rules Governing the Review of Securities for Trading on the GTSM, a by-election shall be held at the next shareholders meeting to fill the vacancy. When the independent directors are dismissed en masse, a special shareholders meeting shall be called within 60 days from the date of occurrence to hold a by-election to fill the vacancies.

When the number of directors falls below that prescribed in this Corporation's articles of incorporation due to the dismissal of a supervisor for any reason, a by-election to fill the vacancy should ideally be held at the next shareholders meeting. When the directors are dismissed en masse, a special shareholders meeting shall be called within 60 days from the date of occurrence to hold a by-election to fill the vacancies.

Article 7

The cumulative voting method shall be used for election of the directors at this Corporation. Each share will have voting rights in number equal to the directors to be elected, and may be cast for a single candidate or split among multiple candidates.

Article 8

The board of directors shall prepare separate ballots for directors in numbers corresponding to the directors to be elected. The number of voting rights associated with each ballot shall be specified on the ballots, which shall then be distributed to the attending shareholders at the shareholders meeting. Attendance card numbers printed on the ballots may be used instead of recording the names of voting shareholders.

Article 9

The number of directors will be as specified in this Corporation's articles of incorporation, with voting rights separately calculated for independent and non-independent director positions. Those receiving ballots representing the highest numbers of voting rights will be elected sequentially according to their respective numbers of votes. When two or more persons receive the same number of votes, thus exceeding the specified number of positions, they shall draw lots to determine the winner, with the chair drawing lots on behalf of any person not in attendance.

Article 10

Before the election begins, the chair shall appoint a number of persons with shareholder status to perform the respective duties of vote monitoring and counting personnel. The ballot boxes shall be prepared by the board of directors and publicly checked by the vote monitoring personnel before voting commences.

Article 11

If a candidate is a shareholder, a voter must enter the candidate's account name and shareholder account number in the "candidate" column of the ballot; for a non-shareholder, the voter shall enter the candidate's full name and identity card number. However, when the candidate is a governmental organization or juristic-person shareholder, the name of the governmental organization or juristic-person shareholder shall be entered in the column for the candidate's account name in the ballot paper, or both the name of the governmental organization or juristic-person shareholder and the name of its representative may be entered. When there are multiple representatives, the names of each respective representative shall be entered.

Article 12

A ballot is invalid under any of the following circumstances:

1. The ballot was not prepared by the board of directors.
2. A blank ballot is placed in the ballot box.
3. The writing is unclear and indecipherable or has been altered.
4. The candidate whose name is entered in the ballot is a shareholder, but the candidate's account name and shareholder account number do not conform with those given in the shareholder register, or the candidate whose name is entered in the ballot is a non-shareholder, and a cross-check shows that the candidate's name and identity card number do not match.
5. Other words or marks are entered in addition to the candidate's account name or shareholder account number (or identity card number) and the number of voting rights allotted.
6. The name of the candidate entered in the ballot is identical to that of another shareholder, but no shareholder account number or identity card number is provided in the ballot to identify such individual.

Article 13

The voting rights shall be calculated on site immediately after the end of the poll, and the results of the calculation, including the list of persons elected as directors and the numbers of votes with which they were elected, shall be announced by the chair on the site.

The ballots for the election referred to in the preceding paragraph shall be sealed with the signatures of the monitoring personnel and kept in proper custody for at least one year. If, however, a shareholder files a lawsuit pursuant to Article 189 of the Company Act, the ballots shall be retained until the conclusion of the litigation.

Article 14

The board of directors of this Corporation shall issue notifications to the persons elected as directors.

Article 15

These Procedures, and any amendments hereto, shall be implemented after approval by a shareholders meeting.

【Appendix 5】

Ventec International Group Co., Ltd.

The Procedures the Acquisition or Disposition of Assets

Article 1

This Company and its subsidiaries' acquisition or disposal of assets should be made in accordance with the following Procedures. Any other matters not set forth in the Procedures shall be dealt with in accordance with applicable laws, rules, and regulations.

Article 2

These Regulations are adopted in accordance with the provisions of Article 36-1 of the Securities and Exchange Act ("the Act").

Article 3

The term "assets" as used in these Regulations includes the following:

1. Investments in stocks, government bonds, corporate bonds, financial bonds, securities representing interest in a fund, depositary receipts, call (put) warrants, beneficial interest securities, and asset-backed securities.
2. Real property (including land, houses and buildings, investment property, rights to use land, and construction enterprise inventory) and equipment.
3. Memberships.
4. Patents, copyrights, trademarks, franchise rights, and other intangible assets.
5. Claims of financial institutions (including receivables, bills purchased and discounted, loans, and overdue receivables).
6. Derivatives.
7. Assets acquired or disposed of in connection with mergers, demergers, acquisitions, or transfer of shares in accordance with law.
8. Other major assets.

Article 4

Terms used in these Regulations are defined as follows:

1. Derivatives: Forward contracts, options contracts, futures contracts, leverage contracts, and swap contracts, and compound contracts combining the above products, whose value is derived from assets, interest rates, foreign exchange rates, indexes or other interests. The term "forward contracts" does not include insurance contracts, performance contracts, after-sales service contracts, long-term leasing contracts, or long-term purchase (sales) agreements.
2. Assets acquired or disposed through mergers, demergers, acquisitions, or transfer of shares in accordance with law: Refers to assets acquired or disposed through mergers, demergers, or acquisitions conducted under the Business Mergers and Acquisitions Act, Financial Holding Company Act, Financial Institution Merger Act and other acts, or to transfer of shares from another company through issuance of new shares of its own as the consideration therefor (hereinafter "transfer of shares") under Article 156, paragraph 8 of the Company Act.
3. Related party or subsidiary: As defined in the Regulations Governing the Preparation of Financial Reports by Securities Issuers.
4. Professional appraiser: Refers to a real property appraiser or other person duly

- authorized by law to engage in the value appraisal of real property or equipment.
5. Date of occurrence: Refers to the date of contract signing, date of payment, date of consignment trade, date of transfer, dates of boards of directors resolutions, or other date that can confirm the counterpart and monetary amount of the transaction, whichever date is earlier; provided, for investment for which approval of the competent authority is required, the earlier of the above date or the date of receipt of approval by the competent authority shall apply.
 6. Mainland China area investment: Refers to investments in the mainland China area approved by the Ministry of Economic Affairs Investment Commission or conducted in accordance with the provisions of the Regulations Governing Permission for Investment or Technical Cooperation in the Mainland Area.
 7. Any undefined terms in the Procedures shall be subject to the "Regulations Governing the Acquisition and Disposal of Assets by Public Companies" promulgated by the authority-in-charge of securities. Financial statements of the issuing company for the most recent period, certified or reviewed by a certified public accountant
 8. When calculating the "10 percent of total assets" as stipulated in the Procedures, "total assets" shall refer to the value of the total assets as stated in the most recent parent company only financial report or individual financial report prepared under the Regulations Governing the Preparation of Financial Reports by Securities Issuers.

Article 5

Professional appraisers and their officers, CPAs, attorneys, and securities underwriters that provide the Company with appraisal reports, CPA's opinions, attorney's opinions, or underwriter's opinions may not be a related party of any party to the transaction.

Article 6

The Company and its subsidiaries acquire real property for non-operating use, or the total amount of securities:

1. The total amount of real property purchased by the Company for non-operating use shall not exceed 20% of the Company's net worth.
2. The total amount of securities acquired by the Company shall not exceed 60% of the Company's net value.
3. The limit on the investment in individual securities is 30% of the Company's net value

Article 7: Acquisition or disposal of real property or equipment

1. Appraisal and operating procedures

The Company's acquisition or disposal of real property or equipment shall be controlled by the Company's internal control system shall be implemented in accordance with the fixed assets of the Company's internal control system.

2. Decision-making Procedures for Transaction Conditions and Authorized Limits

(1) Acquisition or disposal of fixed assets shall be made to the present value of the announcement, the assessed value, the actual transaction price of the adjacent real estate, etc., and the transaction conditions and transaction price shall be determined to prepare an analysis report. the transaction amount is less than NT\$100 million, process in accordance with the Company's authority delegated; and if the transaction amount exceeds NT\$100 million, the transaction shall be approved by the Board of Directors before trading.

- (2) Acquisition or disposal of fixed assets shall refer to appraisal reports issued by professional appraisal institutions, and shall be determined after having been consulted, price comparison or price negotiation. Where the type of asset acquired or disposed is real property or equipment for business use, the transaction amount is less than NT\$100 million, process in accordance with the Company's authority delegated; and if the transaction amount exceeds NT\$100 million, the transaction shall be approved by the Board of Directors before trading.
3. For the Company's acquisition or disposal of property or equipment the relevant authorized department shall be approved by the relevant authorities and users are responsible to implement after approved by above mentioned authorities delegated
4. Appraisal Report on Real Property or Equipment
Where the Company acquires or disposes of real property or equipment, the Company shall obtain the appraisal report from the professional appraiser before the date of occurrence of the event, or the acquisition of the Company's business, the acquisition of the business for the acquisition of the business, or the acquisition of an equipment for business use, and shall obtain a valuation report from the professional appraiser before the date of occurrence of the event or the new NT\$300 million.
- (1) When a price-based participation price, specific price or special price is a reference for transaction price, the transaction shall be approved by a resolution of the Board of Directors. If there is a change in the future trading conditions, the above-mentioned procedures shall be adopted in the future.
- (2) For the transaction amount reaching NT\$1 billion, appraisals from two or more professional appraisers shall be obtained.
- (3) Where any one of the following circumstances applies with respect to the professional appraiser's appraisal results, unless all the appraisal results for the assets to be acquired are higher than the transaction amount, or all the appraisal results for the assets to be disposed of are lower than the transaction amount, a certified public accountant shall be engaged to perform the appraisal in accordance with the provisions of Statement of Auditing Standards No. 20 published by the ROC.
Accounting Research and Development Foundation (ARDF) and render a specific opinion regarding the reason for the discrepancy and the appropriateness of the transaction price:
- a. The discrepancy between the appraisal result and the transaction amount reaches 20 percent or more of the transaction amount.
- b. The discrepancy between the appraisal results of two or more professional appraisers is 10 percent or more of the transaction amount.
- (4) No more than 3 months may elapse between the date of the appraisal report issued by a professional appraiser and the contract execution date; where the publicly announced current value for the same period is used and not more than 6 months have elapsed, an opinion may still be issued by the original

professional appraiser.

- (5) Where the Company acquires or disposes of assets through court auction procedure, the evidentiary documentation issued by the court may be substituted for the report or CPA opinion.

Article 8:

Acquisition or disposal of securities

1. Appraisal and operating procedures

The acquisition or disposal of long-term or short-term securities of the Company shall be conducted in accordance with the Company's internal control system investment reversed.

2. Decision-making Procedures for Transaction Conditions and Authorized Limits

(1) Acquiring or disposing of securities that have been traded in the centralized trading market or the securities firm's business premises, determined by the prevailing market of that time. The amount of the acquisition is less than NT\$ 300 million, the transaction shall be determined by the Chairman of the Board of Directors; if the amount exceeds NT\$300 million, the amount of the transaction shall be reported to the Board of Directors for ratification after completing the transaction.

(2) Acquisition or disposal of securities that are not traded on centralized markets or where the securities are traded over the counter shall be conducted in advance of the date of occurrence of the event. The Company shall adopt the latest CPA's audited financial statements to evaluate the transaction price, and consider the net worth per share to be a reference for the most recent financial statements. The Chairman shall be approved and submitted to the Board of Directors for approval.

(3) If the acquisition or disposal of short-term securities for short-term idle funds is the amount of the Company's paid-in capital, the amount of the Company's paid-in capital shall be increased to 20% of the Company's paid-in capital.

3. Implementing Unit

When the Company's long-term and short-term securities investments are subject to approval, the financial unit shall be responsible for approval.

4. Acquisition expert opinions

If the Company has one of the following circumstances and if the dollar amount of the transaction is 20 percent of the company's paid-in capital or NT\$300 million or more, the company shall additionally engage a certified public accountant prior to the date of occurrence of the event to provide an opinion regarding the reasonableness of the transaction price. If the CPA needs to use the report of an expert as evidence, the CPA shall do so in accordance with the provisions of Statement of Auditing Standards No. 20 published by the ARDF.

Article 9:

Acquisition or disposal of memberships or intangible asset

1. Appraisal and operating procedures

The Company's acquisition or disposal of memberships or intangible assets shall be

conducted in accordance with the other management vulnerability of the Company's internal control system.

2. Decision-making Procedures for Transaction Conditions and Authorized Limits

(1) Acquisition or disposal of membership card shall be made with reference to the market price of the Company's shares. The transaction terms and prices shall be determined by the Chairman of the Board and shall be submitted to the Board of Directors for retroactive recognition. If the amount of the transaction exceeds NT\$5 million (inclusive), the Chairman shall submit a proposal to the Board of Directors for approval.

(2) Acquisition or disposal of intangible asset shall be made with reference to the appraisal report or market price. The transaction terms and price shall be determined by the Chairman of the Board of Directors when the amount is less than NT\$100 (include) million; when transaction exceed NT\$100 million or more, the Chairman shall submit a proposal to the Board of Directors for approval before proceed the transaction.

3. Implementing Unit

The Company's acquisition or disposal of memberships or intangible assets shall be approved by the relevant authorities and the relevant authorities shall be responsible for execution.

4. Acquisition expert opinions

(1) The Company shall submit an appraisal report by a professional appraiser if the transaction amount of the acquisition or disposal of memberships reaches NT\$5 million or more.

(2) When the transaction price of the Company's acquisition or disposal of intangible asset reaches NT\$100 million or more, the Company shall consult an expert to issue an appraisal report

(3) Where the Company acquires or disposes of intangible assets or right-of-use assets thereof or memberships and the transaction amount reaches 20 percent or more of paid-in capital or NT\$300 million or more, except in transactions with a domestic government agency, the company shall engage a certified public accountant prior to the date of occurrence of the event to render an opinion on the reasonableness of the transaction price; the CPA shall comply with the provisions of Statement of Auditing Standards No. 20 published by the ARDF.

Article 9-1

The calculation of the transaction amounts referred to in the procedures, Article 7, Article 8 and Article 9 shall be made in accordance with Article 13, paragraph 2 herein, and "within the preceding year" as used herein refers to the year preceding the date of occurrence of the current transaction. Items that have obtained appraisal report from a professional appraiser or a CPA's opinion obtained in compliance with the procedures, need not be counted toward the transaction amount.

Article 10: Related party transactions

1. When the Company intends to acquire or dispose assets to or from its related parties, the Company should proceed in accordance with that relevant resolution procedures and assessment for transaction terms; and It shall also be in accordance with the provisions of Articles 7 to 9 of this Procedure to acquire professional appraisal report or option conducted by CPA when the transaction amount reaches 10% or more of the Company's paid-in capital; the calculation of the aforementioned transaction amount shall be calculated in accordance with the provisions of Article 9-1. When judging whether the transaction object is a related party, in addition to paying attention to its legal form, the substantive relationship should be considered.
2. When the Company intends to acquire or dispose of real property from or to a related party, or when it intends to acquire or dispose of assets other than real property from or to a related party and the transaction amount reaches 20 percent or more of paid-in capital, 10 percent or more of the company's total assets, or NT\$300 million or more, except in trading of government bonds or bonds under repurchase and resale agreements, or subscription or redemption of domestic money market funds, the company may not proceed to enter into a transaction contract or make a payment until the following matters have been approved by the board of directors and recognized by the supervisors:
 - (1) The purpose, necessity and anticipated benefit of the acquisition or disposal of assets.
 - (2) The reason for choosing the related party as a transaction counterparty.
 - (3) With respect to the acquisition of real property or right-of-use assets thereof from a related party, information regarding appraisal of the reasonableness of the preliminary transaction terms in accordance with Article 3, paragraph 4.
 - (4) The date and price at which the related party originally acquired the real property, the original transaction counterparty, and that transaction counterparty's relationship to the company and the related party.
 - (5) Monthly cash flow forecasts for the year commencing from the anticipated month of signing of the contract, and evaluation of the necessity of the transaction, and reasonableness of the funds utilization.
 - (6) An appraisal report from a professional appraiser or a CPA's opinion obtained in compliance with paragraph 1.
 - (7) Restrictive covenants and other important stipulations associated with the transaction. The calculation of the transaction amounts referred to in the preceding paragraph shall be made in accordance with Article 13, and "within the preceding year" as used herein refers to the year preceding the date of occurrence of the current transaction. Items that have been approved by the board of directors and recognized by the supervisors need not be counted toward the transaction amount; For the amount of acquisition or disposal of operating equipment between the Company and its parent company or subsidiaries is less than 10% of paid-in capital, Board of Directors may delegate the board chairman to decide such matters and have the decisions subsequently submitted to and ratified by the next board of directors meeting:

3. Assessment of the reasonableness of transaction costs

(1) The Company that acquires real property from a related party shall evaluate the reasonableness of the transaction costs by the following means:

a.

Based upon the related party's transaction price plus necessary interest on funding and the costs to be duly borne by the buyer. "Necessary interest on funding" is imputed as the weighted average interest rate on borrowing in the year the company purchases the property; provided, it may not be higher than the maximum non-financial industry lending rate announced by the Ministry of Finance.

b.

Total loan value appraisal from a financial institution where the related party has previously created a mortgage on the property as security for a loan; provided, the actual cumulative amount loaned by the financial institution shall have been 70 percent or more of the financial institution's appraised loan value of the property and the period of the loan shall have been 1 year or more. However, this shall not apply where the financial institution is a related party of one of the transaction counterparties.

(2) Where land and structures thereupon are combined as a single property purchased or leased in one transaction, the transaction costs for the land and the structures may be separately appraised in accordance with either of the means listed in the preceding paragraph.

(3) The Company that acquires real property from a related party and appraises the cost of the real property in accordance with paragraph 3, subparagraph (1) and (2) shall also engage a CPA to check the appraisal and render a specific opinion.

(4) Where the Company acquires real property from a related party and one of the following circumstances exists, the acquisition shall be conducted in accordance with the preceding article, paragraph 1 and paragraph 2 and the preceding paragraph 3, subparagraph (1), (2), (3) do not apply:

a. The related party acquired the real property through inheritance or as a gift.

b. More than 5 years will have elapsed from the time the related party signed the contract to obtain the real property to the signing date for the current transaction.

c. The real property is acquired through signing of a joint development contract with the related party, or through engaging a related party to build real property, either on the company's own land or on rented land.

(5) When the results of a public company's appraisal conducted in accordance with paragraph 1 and paragraph 2 of the preceding Article are uniformly lower than the transaction price, the matter shall be handled in compliance with preceding Article, paragraph 3, subparagraph (6). However, where the following circumstances exist, objective evidence has been submitted and specific opinions on reasonableness have been obtained from a professional real property appraiser and a CPA have been obtained, this restriction shall not apply:

- a. Where the related party acquired undeveloped land or leased land for development, it may submit proof of compliance with one of the following conditions:
 - (i) Where undeveloped land is appraised in accordance with the means in the preceding Article, and structures according to the related party's construction cost plus reasonable construction profit are valued in excess of the actual transaction price. The "Reasonable construction profit" shall be deemed the average gross operating profit margin of the related party's construction division over the most recent 3 years or the gross profit margin for the construction industry for the most recent period announced by the Ministry of Finance, whichever is lower.
 - (ii) Completed transactions by unrelated parties within the preceding year involving other floors of the same property or neighboring or closely valued parcels of land, where the land area and transaction terms are similar after calculation of reasonable price discrepancies in floor or area land prices in accordance with standard property market practices.
 - (iii) Completed leasing transactions by unrelated parties for other floors of the same property from within the preceding year, where the transaction terms are similar after calculation of reasonable price discrepancies among floors in accordance with standard property leasing market practices.
 - b. Where the Company acquiring real property from a related party provides evidence that the terms of the transaction are similar to the terms of transactions completed for the acquisition of neighboring or closely valued parcels of land of a similar size by unrelated parties within the preceding year. Completed transactions for neighboring or closely valued parcels of land in the preceding paragraph in principle refers to parcels on the same or an adjacent block and within a distance of no more than 500 meters or parcels close in publicly announced current value; transaction for similarly sized parcels in principle refers to transactions completed by unrelated parties for parcels with a land area of no less than 50 percent of the property in the planned transaction; within the preceding year refers to the year preceding the date of occurrence of the acquisition of the real property.
- (6) Where the Company acquires real property from a related party and the results of appraisals conducted in accordance with the preceding Article, paragraph 3, subparagraph (1) and (2), are uniformly lower than the transaction price, the following steps shall be taken:
- a. A special reserve shall be set aside in accordance with Article 41, paragraph 1 of Securities and Exchange Act against the difference between the real property

transaction price and the appraised cost, and may not be distributed or used for capital increase or issuance of bonus shares. Where the Company uses the equity method to account for its investment in another company, then the special reserve called for under Article 41-1, paragraph of the Act shall be set aside pro rata in a proportion consistent with the share of public company's equity stake in the other company.

b. The independent directors of audit committee shall comply with Article 218 of the Company Act, which is listed on the Company's Listing.

c.

Actions taken pursuant to subparagraph 1 and subparagraph 2 shall be reported to a shareholders meeting, and the details of the transaction shall be disclosed in the annual report and any investment prospectus. The Company and the investor of public list company that has set aside a special surplus reserve under the equity method may not utilize the special reserve until it has recognized a loss on decline in market value of the assets it purchased at a premium, or they have been disposed of, or adequate compensation has been made, or the status quo ante has been restored, or there is other evidence confirming that there was nothing unreasonable about the transaction, and the FSC has given its consent.

(7) When the Company obtains real property from a related party, it shall also comply with the paragraph 3, subparagraph (5) if there is other evidence indicating that the acquisition was not an arms length transaction.

Article 11:

Engagement in Derivatives Trading

1. Trading Principles and Strategies

(1) Non-transactional: A safe-haven transaction that is not for trading purposes

(2) Transactional: Non-risk trades for trading purposes. The company does not engage in trading operations.

2. Operation or Hedging Strategies: The derivatives trading that the Company engages in is classified as trading for hedging purposes and for non-hedging purposes (i.e., for the trading purpose). The strategy shall mainly be business risk averse. The trading product choice shall be based on avoiding risks such as foreign exchange income, expenses, assets, or liabilities arising from the business operations of the Company. The transaction counterparty shall also be financial institutions that have contacts with the Company's business as much as possible to avoid credit risk. Before the transaction, it must be clearly defined as a hedging or financial operation such as the pursuit of investment income, as the basis for accounting.

3. Delegation of Authorization and Duties

(1) The trader and the confirmation personnel are designated by the general manager.

(2) Traders, confirmers and delivery personnel shall not be concurrently employed.

(3) The assignment or dismissal of the trading personnel and the confirming personnel shall be notified to the trading partner in writing.

4. Maximum Loss Limit on Total Trading and for Individual Contracts

(1) The Company's overall hedging contract is limited to no more than the net portion of the company's receivables payables or balance sheet date, amount and currency in the next six months.

(2) The contract loss limit shall not exceed 20% of the contract amount and shall apply

to individual contracts and all contracts.

5. Performance Assessment Essentials: It is measured and evaluated on the basis of the hedging strategy and is presented to the general manager every month.

6. Procedures :

- (1) Responsible for the transaction personnel approved.
- (2) After the transaction personnel have approved the transaction, they will immediately send the confirmation personnel to handle the confirmation of the derivative commodity transaction.
- (3) The relevant documents of the completed transaction are archived for future reference by the delivery personnel.
- (4) Decision-making and authorization level (non-transactional): According to the following table, it is the general manager or chairman of the board of directors, and should be reported to the most recent board of directors afterwards

Item	General manager	Chairman	Board of Directors
The cumulative total amount is less than \$15 million (inclusive)	●		
The total accumulated amount is 15 million (excluding) ~25 million US dollars (inclusive)		●	
Cumulative total amount of \$25 million (excluding)			●

7. Risk Management Measures

- (1) Credit Risk Management: The trading counterparty choice is based on the principle of financial institutions and futures commission merchants who have a good reputation with the Company and can provide professional information.
- (2) Market Risk Management: The losses that may occur in the derivatives future market price fluctuations are uncertain. Therefore, the stop loss limit shall be strictly adhered to after the position is established.
- (3) Liquidity Risk Management: In order to ensure the trading product liquidity, financial products with higher liquidity are selected, and the trading institution must have sufficient information and the ability to trade in any market at any time.
- (4) Cash Flow Risk Management: In order to ensure the Company's working capital turnover stability, the Company's source of funds for derivatives trading is limited to its own funds, and the operation amount shall take into account the financing needs of cash receipts and payments for the next three months.
- (5) Operation Risk Management: The authorization amount and operation process must be strictly observed to avoid operation risk.
- (6) Legal Risk Management: Documents signed with the trading counterparty shall be formally inspected by legal professionals before they can be formally signed to avoid legal risks.

8. Regular Evaluation Methods and Irregular Circumstances Handling

- (1) Risk-averse transactions should be evaluated at least twice a month, and the evaluation report should be submitted to the general manager.
 - (2) The designated general manager of the board of directors supervises and evaluates whether the risk management measures currently in use are appropriate, whether the transactions in the derivative commodities are actually handled in accordance with regulations, and whether the performance of the derivative commodity transactions conforms to the established business strategy and whether the risks assumed are in the range that the company is allowed to bear. In the event of any transaction or loss of profit or loss, the necessary response measures shall be taken and reported to the Board of Directors immediately.
 - (3) The risk-averse transaction evaluation report shall be reported at the time of the board of directors. When an independent director has been set up in the event of an abnormal transaction or gain or loss, the board of directors shall have an independent director present and express his opinion.
9. The Company is engaged in the transaction of derivative commodities, which shall be subject to the types and amounts of derivative commodity transactions, the date of the board of directors, the matters to be carefully evaluated in item (8) of this Article, and whether or not to be obtained or disposed of in accordance with the procedures and “public offering companies”. The Asset Processing Guidelines are set out in the Prospectus for Derivatives Commodity Transactions for future reference. The transaction vouchers shall be kept for at least 5 years unless otherwise stipulated by other laws.
10. The internal auditors of the company shall regularly understand the admissibility of the internal control of the derivative commodity transactions, and shall make an audit report on the compliance of the monthly auditing trading department with the procedures for dealing with derivative commodity transactions. If major violations are found, Notify the supervisors in writing.

Article 12:

Procedures for Handling Mergers and Consolidations, Splits, Acquisitions, and Assignment of Shares

1. Appraisal and operating procedures

- (1) The Company that conducts a merger, demerger, acquisition, or transfer of shares, shall engage a CPA, attorney, or securities underwriter to study the schedule of the statutory procedures and organize the ad hoc group to implement the procedures in accordance with the law. Prior to convening the board of directors to resolve on the matter, shall engage a CPA, attorney, or securities underwriter to give an opinion on the reasonableness of the share exchange ratio, acquisition price, or distribution of cash or other property to shareholders, and submit it to the board of directors for deliberation and passage. However, the requirement of obtaining an aforesaid opinion on reasonableness issued by an expert may be exempted in the case of a merger by the Company of a subsidiary in which it directly or indirectly holds 100 percent of the issued shares or authorized capital, and in the case of a merger between subsidiaries in which the Company directly or indirectly holds 100 percent of the respective subsidiaries' issued shares or authorized capital.

- (2) The Company participating in a merger, demerger, acquisition, or transfer of s

hares shall prepare a public report to shareholders detailing important contractual content and matters relevant to the merger, demerger, or acquisition prior to the shareholders meeting and include it along with the expert opinion referred to in paragraph 1 of the preceding Article when sending shareholders notification of the shareholders meeting for reference in deciding whether to approve the merger, demerger, or acquisition. Provided, where a provision of another act exempts the Company from convening a shareholders meeting to approve the merger, demerger, or acquisition, this restriction shall not apply.

Where the shareholders meeting of any one of the companies participating in a merger, demerger, or acquisition fails to convene or pass a resolution due to lack of a quorum, insufficient votes, or other legal restriction, or the proposal is rejected by the shareholders meeting, the companies participating in the merger, demerger or acquisition shall immediately publicly explain the reason, the follow-up measures, and the preliminary date of the next shareholders meeting.

(3) The Company participating in a merger, demerger, acquisition, or transfer of shares may not arbitrarily alter the share exchange ratio or acquisition price unless under the below-listed circumstances, and shall stipulate the circumstances permitting alteration in the contract for the merger, demerger, acquisition, or transfer of shares:

- a. Cash capital increase, issuance of convertible corporate bonds, or the issuance of bonus shares, issuance of corporate bonds with warrants, preferred shares with warrants, stock warrants, or other equity based securities.
- b. An action, such as a disposal of major assets, that affects the company's financial operations.
- c. An event, such as a major disaster or major change in technology, that affects shareholder equity or share price.
- d. An adjustment where any of the companies participating in the merger, demerger, acquisition, or transfer of shares from another company, buys back treasury stock.
- e. An increase or decrease in the number of entities or companies participating in the merger, demerger, acquisition, or transfer of shares.
- f. Other terms/conditions that the contract stipulates may be altered and that have been publicly disclosed.

(4) The contract for participation by the Company in a merger, demerger, acquisition, or of shares shall comply according to Company Act, Article 317-1 and Enterprises Mergers and Acquisitions Act, Article 22, and shall also record the following:

- a. Handling of breach of contract.
- b. Principles for the handling of equity-type securities previously issued or treasury stock previously bought back by any company that is extinguished in a merger or that is demerged.
- c. The amount of treasury stock participating companies are permitted under law to buy back after the record date of calculation of the share exchange ratio, and the principles for handling thereof.
- d. The manner of handling changes in the number of participating entities or companies.

- e. Preliminary progress schedule for plan execution, and anticipated completion date.
 - f. Scheduled date for convening the legally mandated shareholders meeting if the plan exceeds the deadline without completion, and relevant procedures.
- (5) After public disclosure of the information, if any company participating in the merger, demerger, acquisition, or share transfer intends further to carry out a merger, acquisition, or share transfer with another company, all of the participating companies shall carry out anew the procedures or legal actions that had originally been completed toward the merger, demerger, acquisition, or share transfer; except that where the number of participating companies is decreased and a participating company's shareholders meeting has adopted a resolution authorizing the board of directors to alter the limits of authority, such participating company may be exempted from calling another shareholders meeting to resolve the matter alone.
- (6) Where any of the companies participating in a merger, demerger, acquisition, or transfer of shares is not a public company, the Company shall sign an agreement with the non-public company whereby the latter is required to abide by the provisions of this Article, paragraph 2, subparagraph (1), (2), (5).

Article 13:

Information Disclosure

1. The project should be announced and the reporting standard should be announced.
 - (1) Acquisition or disposal of real property from or to a related party, or acquisition or disposal of assets other than real property from or to a related party where the transaction amount reaches 20 percent or more of paid-in capital, 10 percent or more of the company's total assets, or NT\$300 million or more; However, this restriction does not apply to trading of government bonds, bonds under repurchase and resale agreements, or subscription or redemption of domestic money market funds.
 - (2) Merger, demerger, acquisition, or transfer of shares.
 - (3) Losses from derivatives trading reaching the limits on aggregate losses or losses on individual contracts set out in the procedures adopted by the Company.
 - (4) Where the type of asset acquired or disposed is equipment for business use, the trading counterparty is not a related party, and the transaction amount meets any of the following criteria:
 - a. If the Company's paid-in capital is less than NT\$10 billion: Transaction amount reaches NT\$500 million or more.
 - b. If the Company's paid-in capital reaches NT\$10 billion or more, the transaction amount reaches NT\$1 billion or more.
 - (5) The Company engaged in the construction business has obtained or disposed of the real estate for construction and construction and its transaction object is not related to the transaction. The transaction amount is NT\$500 million or more.
 - (6) Where land is acquired under an arrangement on engaging others to build on the comp

any's own land, engaging others to build on rented land, joint construction and allocation of housing units, joint construction and allocation of ownership percentages, or joint construction and separate sale, and the amount the company expects to invest in the transaction reaches NT\$500 million or more.

(7) Assets transactions, claims disposed of by financial institutions, or investment in the Mainland China area, where the transaction amount reaches 20 percent or more of the Company's paid-in capital or NT\$300 million. provided, this shall not apply to the following circumstances:

a. Trading of government bonds.

b. Securities trading by investment professionals on foreign or domestic securities exchanges or over-the-counter markets, or subscription by investment professionals of ordinary corporate bonds or of general bank debentures without equity characteristics that are offered and issued in the domestic primary market, or subscription by a securities firm of securities as necessitated by its undertaking business or as an advisory recommending securities firm for an emerging stock company, in accordance with the rules of the Taipei Exchange.

c. Trading of bonds under repurchase/resale agreements, or subscription or redemption of money market funds issued by domestic securities investment trust enterprises.

The amount of transactions mentioned in the preceding paragraph shall be calculated as follows:

a. The amount of each transaction.

b. The cumulative transaction amount of acquisitions and disposals of the same type of underlying asset with the same transaction counter party within the preceding year.

c. The cumulative transaction amount of real property acquisitions and disposals (cumulative acquisitions and disposals, respectively) within the same development project within the preceding year.

d. The cumulative transaction amount of acquisitions and disposals (cumulative acquisitions and disposals, respectively) of the same security within the preceding year.

2. The time limit for handling announcements and declarations

If the company obtains or disposes of assets and has the first item to be announced in this Article and the transaction amount reaches the reporting standard that should be announced in this Article, it shall be reported within two days from the date of the fact.

3. The announcement application program

(1) The company shall report the relevant information to the designated website of the Financial Supervision and Administration Commission for public announcement.

(2) The Company shall enter the derivative product transaction status engaged in by the Company and any Subsidiary that is not a public company of the Republic of China into the information reporting website designated by the Financial Supervisory Commission each month before the 10th day of the month in the

format.

- (3) If there are errors or omissions in the announcements made by the Company pursuant to regulations and corrections are required, all of the items must be re-announced within two days after the errors or omissions were discovered.
- (4) The Company acquiring or disposing of assets shall keep all relevant contracts, meeting minutes, memorandum books, appraisal reports and CPA, attorney, and securities underwriter opinions at the Company, where they shall be retained for 5 years except where another act provides otherwise.
- (5) If the transaction that was already declared by the Company in accordance with the preceding article has any of the following conditions, the relevant information shall be declared and reported to the website designated by the Financial Supervisory Commission within two days from the fact occurrence date:
 - a. The relevant contract signed for the original transaction has been changed, terminated, or rescinded.
 - b. Mergers, spinoffs, acquisitions, or share transfers have not been completed according to the schedule stipulated in the contract.
 - c. The original declaration contents have been changed.

Article 14:

Information Disclosure Control Procedures for Acquisition and Disposal of Assets by Subsidiaries

1. The subsidiaries of the Company should establish their own respective Procedures for Acquisition or Disposal of Assets in accordance with the Regulations Governing the Acquisition and Disposal of Assets by Public Companies of the R.O.C.
2. When subsidiary obtains or disposes of an asset, it shall also handle it in accordance with the provisions of the company.
3. If the subsidiary is not a public listed company in the R.O.C., the Company will proceed with the disclosure and report if the subsidiary satisfies the criteria set forth in Chapter 3 of the Regulations Governing the Acquisition and Disposal of Assets by Public Companies of the R.O.C.
4. The paid-in capital or total assets of the Company shall be the standard for determining whether or not a subsidiary referred to in the preceding paragraph is subject to paragraph 1 of Article 30 of the Regulations Governing the Acquisition and Disposal of Assets by Public Companies of the R.O.C., which requires a public announcement and regulatory filing in the event that the type of transaction specified therein reaches 20 percent of paid-in capital or 10 percent of total assets.

Article 15

The employees of the company undertake to obtain and dispose of the assets in violation of the provisions of this processing program, in accordance with the company's staff performance improvement management rules, employee rewards and punishments rules and employee work rules, regularly report and assess, according to the circumstances of the punishment.

Article 16

Implementation and Amendment

After the Company has established an Audit Committee, where the Company's acquisition or disposal of assets shall be approved by the Board of Directors in accordance with the Procedures or any other applicable laws, rules, or regulations, if any director expresses dissent and it is included in the minutes or a written statement, the Company shall submit the Director's dissenting opinion to the Audit Committee.

After the Company has established an Audit Committee, where an acquisition or disposal of assets is discussed during Board of Directors' meetings in accordance with the preceding paragraph, each Independent Director's opinion shall be taken into full consideration. If an Independent Director objects to or expresses reservations about any matter, it shall be recorded in the minutes of the Board of Directors' meeting.

After the Company has established an Audit Committee, where a material asset trading shall be approved by more than half of all Audit Committee members, then be approved by the Board of Directors. After the Company has established an Audit Committee, the adoption or amendment of the Procedures should be made in accordance to paragraph 3 of this Article. If the amendments are not approved by more than half of all Audit Committee members may be alternatively approved by more than two thirds of all Directors. The resolution adopted by the Audit Committee shall be recorded in the minutes of the Board of Directors meeting. The terms "all Audit Committee members" in paragraph 3 and "all Directors" in the preceding paragraph shall be defined based on the actual number of persons currently holding those positions.

The subsidiaries of Ventec International Group Co., Ltd.

The Procedures the Acquisition or Disposition of Assets

Article 1

This Company and its subsidiaries' acquisition or disposal of assets should be made in accordance with the following Procedures. Any other matters not set forth in the Procedures shall be dealt with in accordance with applicable laws, rules, and regulations.

Article 2

These Regulations are adopted in accordance with the provisions of Article 36-1 of the Securities and Exchange Act ("the Act").

Article 3

The term "assets" as used in these Regulations includes the following:

9. Investments in stocks, government bonds, corporate bonds, financial bonds, securities representing interest in a fund, depositary receipts, call (put) warrants, beneficial interest securities, and asset-backed securities.
10. Real property (including land, houses and buildings, investment property, rights to use land, and construction enterprise inventory) and equipment.
11. Memberships.
12. Patents, copyrights, trademarks, franchise rights, and other intangible assets.
13. Claims of financial institutions (including receivables, bills purchased and discounted, loans, and overdue receivables).
14. Derivatives.
15. Assets acquired or disposed of in connection with mergers, demergers, acquisitions, or transfer of shares in accordance with law.
16. Other major assets.

Article 4

Terms used in these Regulations are defined as follows:

9. Derivatives: Forward contracts, options contracts, futures contracts, leverage contracts, and swap contracts, and compound contracts combining the above products, whose value is derived from assets, interest rates, foreign exchange rates, indexes or other interests. The term "forward contracts" does not include insurance contracts, performance contracts, after-sales service contracts, long-term leasing contracts, or long-term purchase (sales) agreements.
10. Assets acquired or disposed through mergers, demergers, acquisitions, or transfer of shares in accordance with law: Refers to assets acquired or disposed through mergers, demergers, or acquisitions conducted under the Business Mergers and Acquisitions Act, Financial Holding Company Act, Financial Institution Merger Act and other acts, or to transfer of shares from another company through issuance of new shares of its own as the consideration therefor (hereinafter "transfer of shares") under Article 156, paragraph 8 of the Company Act.
11. Related party or subsidiary: As defined in the Regulations Governing the Preparation of Financial Reports by Securities Issuers.
12. Professional appraiser: Refers to a real property appraiser or other person duly authorized by law to engage in the value appraisal of real property or equipment.

13. Date of occurrence: Refers to the date of contract signing, date of payment, date of consignment trade, date of transfer, dates of boards of directors resolutions, or other date that can confirm the counterpart and monetary amount of the transaction, whichever date is earlier; provided, for investment for which approval of the competent authority is required, the earlier of the above date or the date of receipt of approval by the competent authority shall apply.
14. Mainland China area investment: Refers to investments in the mainland China area approved by the Ministry of Economic Affairs Investment Commission or conducted in accordance with the provisions of the Regulations Governing Permission for Investment or Technical Cooperation in the Mainland Area.
15. Any undefined terms in the Procedures shall be subject to the "Regulations Governing the Acquisition and Disposal of Assets by Public Companies" promulgated by the authority-in-charge of securities. Financial statements of the issuing company for the most recent period, certified or reviewed by a certified public accountant
16. When calculating the "10 percent of total assets" as stipulated in the Procedures, "total assets" shall refer to the value of the total assets as stated in the most recent parent company only financial report or individual financial report prepared under the Regulations Governing the Preparation of Financial Reports by Securities Issuers.

Article 5

Professional appraisers and their officers, CPAs, attorneys, and securities underwriters that provide the Company with appraisal reports, CPA's opinions, attorney's opinions, or underwriter's opinions may not be a related party of any party to the transaction.

Article 6

The Company and its subsidiaries acquire real property for non-operating use, or the total amount of securities:

4. The total amount of real property purchased by the Company for non-operating use shall not exceed 20% of the Company's net worth.
5. The total amount of securities acquired by the Company shall not exceed 60% of the Company's net value.
6. The limit on the investment in individual securities is 30% of the Company's net value

Article 7: Acquisition or disposal of real property or equipment

5. Appraisal and operating procedures

The Company's acquisition or disposal of real property or equipment shall be controlled by the Company's internal control system shall be implemented in accordance with the fixed assets of the Company's internal control system.

6. Decision-making Procedures for Transaction Conditions and Authorized Limits

(1) Acquisition or disposal of fixed assets shall be made to the present value of the announcement, the assessed value, the actual transaction price of the adjacent real estate, etc., and the transaction conditions and transaction price shall be determined to prepare an analysis report. the transaction amount is less than NT\$100 million, process in accordance with the Company's authority delegated; and if the transaction amount exceeds NT\$100 million, the transaction shall be approved by the Board of Directors before trading.

(2) Acquisition or disposal of fixed assets shall refer to appraisal reports issued by prof

professional appraisal institutions, and shall be determined after having been consulted, price comparison or price negotiation. Where the type of asset acquired or disposed is real property or equipment for business use, the transaction amount is less than NT\$100 million, process in accordance with the Company's authority delegated; and if the transaction amount exceeds NT\$100 million, the transaction shall be approved by the Board of Directors before trading.

7. For the Company's acquisition or disposal of property or equipment the relevant authorized department shall be approved by the relevant authorities and users are responsible to implement after approved by above mentioned authorities delegated

8. Appraisal Report on Real Property or Equipment

Where the Company acquires or disposes of real property or equipment, the Company shall obtain the appraisal report from the professional appraiser before the date of occurrence of the event, or the acquisition of the Company's business, the acquisition of the business for the acquisition of the business, or the acquisition of an equipment for business use, and shall obtain a valuation report from the professional appraiser before the date of occurrence of the event or the new NT\$300 million.

- (1) When a price-based participation price, specific price or special price is a reference for transaction price, the transaction shall be approved by a resolution of the Board of Directors. If there is a change in the future trading conditions, the above-mentioned procedures shall be adopted in the future.

- (2) For the transaction amount reaching NT\$1 billion, appraisals from two or more professional appraisers shall be obtained.

- (3) Where any one of the following circumstances applies with respect to the professional appraiser's appraisal results, unless all the appraisal results for the assets to be acquired are higher than the transaction amount, or all the appraisal results for the assets to be disposed of are lower than the transaction amount, a certified public accountant shall be engaged to perform the appraisal in accordance with the provisions of Statement of Auditing Standards No. 20 published by the ROC.

Accounting Research and Development Foundation (ARDF) and render a specific opinion regarding the reason for the discrepancy and the appropriateness of the transaction price:

- a. The discrepancy between the appraisal result and the transaction amount reaches 20 percent or more of the transaction amount.
- b. The discrepancy between the appraisal results of two or more professional appraisers is 10 percent or more of the transaction amount.

- (4) No more than 3 months may elapse between the date of the appraisal report issued by a professional appraiser and the contract execution date; where the publicly announced current value for the same period is used and not more than 6 months have elapsed, an opinion may still be issued by the original professional appraiser.

- (5)Where the Company acquires or disposes of assets through court auction procedure, the evidentiary documentation issued by the court may be substituted for the report or CPA opinion.

Article 8:

Acquisition or disposal of securities

5. Appraisal and operating procedures

The acquisition or disposal of long-term or short-term securities of the Company shall be conducted in accordance with the Company's internal control system investment reversed.

6. Decision-making Procedures for Transaction Conditions and Authorized Limits

(1)Acquiring or disposing of securities that have been traded in the centralized trading market or the securities firm's business premises, determined by the prevailing market of that time. The amount of the acquisition is less than NT\$ 300 million, the transaction shall be determined by the Chairman of the Board of Directors; if the amount exceeds NT\$300 million, the amount of the transaction shall be reported to the Board of Directors for ratification after completing the transaction.

(2)Acquisition or disposal of securities that are not traded on centralized markets or where the securities are traded over the counter shall be conducted in advance of the date of occurrence of the event. The Company shall adopt the latest CPA's audited financial statements to evaluate the transaction price, and consider the net worth per share to be a reference for the most recent financial statements. The Chairman shall be approved and submitted to the Board of Directors for approval.

(3)If the acquisition or disposal of short-term securities for short-term idle funds is the amount of the Company's paid-in capital, the amount of the Company's paid-in capital shall be increased to 20% of the Company's paid-in capital.

7. Implementing Unit

When the Company's long-term and short-term securities investments are subject to approval, the financial unit shall be responsible for approval.

8. Acquisition expert opinions

If the Company has one of the following circumstances and if the dollar amount of the transaction is 20 percent of the company's paid-in capital or NT\$300 million or more, the company shall additionally engage a certified public accountant prior to the date of occurrence of the event to provide an opinion regarding the reasonableness of the transaction price. If the CPA needs to use the report of an expert as evidence, the CPA shall do so in accordance with the provisions of Statement of Auditing Standards No. 20 published by the ARDF.

Article 9:

Acquisition or disposal of memberships or intangible asset

5. Appraisal and operating procedures

The Company's acquisition or disposal of memberships or intangible assets shall be conducted in accordance with the other management vulnerability of the Company's internal control system.

6. Decision-making Procedures for Transaction Conditions and Authorized Limits

(1) Acquisition or disposal of membership card shall be made with reference to the market price of the Company's shares. The transaction terms and prices shall be determined by the Chairman of the Board and shall be submitted to the Board of Directors for retroactive recognition. If the amount of the transaction exceeds NT\$5 million (inclusive), the Chairman shall submit a proposal to the Board of Directors for approval.

(2) Acquisition or disposal of intangible asset shall be made with reference to the appraisal report or market price. The transaction terms and price shall be determined by the Chairman of the Board of Directors when the amount is less than NT\$100 (include) million; when transaction exceed NT\$100 million or more, the Chairman shall submit a proposal to the Board of Directors for approval before proceed the transaction.

7. Implementing Unit

The Company's acquisition or disposal of memberships or intangible assets shall be approved by the relevant authorities and the relevant authorities shall be responsible for execution.

8. Acquisition expert opinions

(1) The Company shall submit an appraisal report by a professional appraiser if the transaction amount of the acquisition or disposal of memberships reaches NT\$5 million or more.

(2) When the transaction price of the Company's acquisition or disposal of intangible asset reaches NT\$100 million or more, the Company shall consult an expert to issue an appraisal report

(3) Where the Company acquires or disposes of intangible assets or right-of-use assets thereof or memberships and the transaction amount reaches 20 percent or more of paid-in capital or NT\$300 million or more, except in transactions with a domestic government agency, the company shall engage a certified public accountant prior to the date of occurrence of the event to render an opinion on the reasonableness of the transaction price; the CPA shall comply with the provisions of Statement of Auditing Standards No. 20 published by the ARDF.

Article 9-1

The calculation of the transaction amounts referred to in the procedures, Article 7, Article 8 and Article 9 shall be made in accordance with Article 13, paragraph 2 herein, and "within the preceding year" as used herein refers to the year preceding the date of occurrence of the current transaction. Items that have obtained appraisal report from a professional appraiser or a CPA's opinion obtained in compliance with the procedures, need not be counted toward the transaction amount.

Article 10: Related party transactions

4. When the Company intends to acquire or dispose assets to or from its related parties,

the Company should proceed in accordance with that relevant resolution procedures and assessment for transaction terms; and It shall also be in accordance with the provisions of Articles 7 to 9 of this Procedure to acquire professional appraisal report or option conducted by CPA when the transaction amount reaches 10% or more of the Company's paid-in capital; the calculation of the aforementioned transaction amount shall be calculated in accordance with the provisions of Article 9-1. When judging whether the transaction object is a related party, in addition to paying attention to its legal form, the substantive relationship should be considered.

5. When the Company intends to acquire or dispose of real property from or to a related party, or when it intends to acquire or dispose of assets other than real property from or to a related party and the transaction amount reaches 20 percent or more of paid-in capital, 10 percent or more of the company's total assets, or NT\$300 million or more, except in trading of government bonds or bonds under repurchase and resale agreements, or subscription or redemption of domestic money market funds, the company may not proceed to enter into a transaction contract or make a payment until the following matters have been approved by the board of directors and recognized by the supervisors:
 - (1) The purpose, necessity and anticipated benefit of the acquisition or disposal of assets.
 - (2) The reason for choosing the related party as a transaction counterparty.
 - (3) With respect to the acquisition of real property or right-of-use assets thereof from a related party, information regarding appraisal of the reasonableness of the preliminary transaction terms in accordance with Article 3, paragraph 4.
 - (4) The date and price at which the related party originally acquired the real property, the original transaction counterparty, and that transaction counterparty's relationship to the company and the related party.
 - (5) Monthly cash flow forecasts for the year commencing from the anticipated month of signing of the contract, and evaluation of the necessity of the transaction, and reasonableness of the funds utilization.
 - (6) An appraisal report from a professional appraiser or a CPA's opinion obtained in compliance with paragraph 1.
 - (7) Restrictive covenants and other important stipulations associated with the transaction. The calculation of the transaction amounts referred to in the preceding paragraph shall be made in accordance with Article 13, and "within the preceding year" as used herein refers to the year preceding the date of occurrence of the current transaction. Items that have been approved by the board of directors and recognized by the supervisors need not be counted toward the transaction amount; For the amount of acquisition or disposal of operating equipment between the Company and its parent company or subsidiaries is less than 10% of paid-in capital, Board of Directors may delegate the board chairman to decide such matters and have the decisions subsequently submitted to and ratified by the next board of directors meeting:
6. Assessment of the reasonableness of transaction costs
 - (1) The Company that acquires real property from a related party shall evaluate the

reasonableness of the transaction costs by the following means:

a.

Based upon the related party's transaction price plus necessary interest on funding and the costs to be duly borne by the buyer. "Necessary interest on funding" is imputed as the weighted average interest rate on borrowing in the year the company purchases the property; provided, it may not be higher than the maximum non-financial industry lending rate announced by the Ministry of Finance.

b.

Total loan value appraisal from a financial institution where the related party has previously created a mortgage on the property as security for a loan; provided, the actual cumulative amount loaned by the financial institution shall have been 70 percent or more of the financial institution's appraised loan value of the property and the period of the loan shall have been 1 year or more. However, this shall not apply where the financial institution is a related party of one of the transaction counterparties.

(2) Where land and structures thereupon are combined as a single property purchased or leased in one transaction, the transaction costs for the land and the structures may be separately appraised in accordance with either of the means listed in the preceding paragraph.

(3) The Company that acquires real property from a related party and appraises the cost of the real property in accordance with paragraph 3, subparagraph (1) and (2) shall also engage a CPA to check the appraisal and render a specific opinion.

(4) Where the Company acquires real property from a related party and one of the following circumstances exists, the acquisition shall be conducted in accordance with the preceding article, paragraph 1 and paragraph 2 and the preceding paragraph 3, subparagraph (1), (2), (3) do not apply:

- a. The related party acquired the real property through inheritance or as a gift.
- b. More than 5 years will have elapsed from the time the related party signed the contract to obtain the real property to the signing date for the current transaction.
- c. The real property is acquired through signing of a joint development contract with the related party, or through engaging a related party to build real property, either on the company's own land or on rented land.

(5) When the results of a public company's appraisal conducted in accordance with paragraph 1 and paragraph 2 of the preceding Article are uniformly lower than the transaction price, the matter shall be handled in compliance with preceding Article, paragraph 3, subparagraph (6). However, where the following circumstances exist, objective evidence has been submitted and specific opinions on reasonableness have been obtained from a professional real property appraiser and a CPA have been obtained, this restriction shall not apply:

- a. Where the related party acquired undeveloped land or leased land for development, it may submit proof of compliance with one of the following

conditions:

(i)

Where undeveloped land is appraised in accordance with the means in the preceding Article, and structures according to the related party's construction cost plus reasonable construction profit are valued in excess of the actual transaction price. The "Reasonable construction profit" shall be deemed the average gross operating profit margin of the related party's construction division over the most recent 3 years or the gross profit margin for the construction industry for the most recent period announced by the Ministry of Finance, whichever is lower.

(ii)

Completed transactions by unrelated parties within the preceding year involving other floors of the same property or neighboring or closely valued parcels of land, where the land area and transaction terms are similar after calculation of reasonable price discrepancies in floor or area land prices in accordance with standard property market practices.

(iii)

Completed leasing transactions by unrelated parties for other floors of the same property from within the preceding year, where the transaction terms are similar after calculation of reasonable price discrepancies among floors in accordance with standard property leasing market practices.

b. Where the Company acquiring real property from a related party provides evidence that the terms of the transaction are similar to the terms of transactions completed for the acquisition of neighboring or closely valued parcels of land of a similar size by unrelated parties within the preceding year. Completed transactions for neighboring or closely valued parcels of land in the preceding paragraph in principle refers to parcels on the same or an adjacent block and within a distance of no more than 500 meters or parcels close in publicly announced current value; transaction for similarly sized parcels in principle refers to transactions completed by unrelated parties for parcels with a land area of no less than 50 percent of the property in the planned transaction; within the preceding year refers to the year preceding the date of occurrence of the acquisition of the real property.

(6) Where the Company acquires real property from a related party and the results of appraisals conducted in accordance with the preceding Article, paragraph 3, subparagraph (1) and (2), are uniformly lower than the transaction price, the following steps shall be taken:

a.

A special reserve shall be set aside in accordance with Article 41, paragraph 1 of Securities and Exchange Act against the difference between the real property transaction price and the appraised cost, and may not be distributed or used for capital increase or issuance of bonus shares. Where the Company uses the equity method to account for its investment in another company, then the special reserve

called for under Article 41-1, paragraph of the Act shall be set aside pro rata in a proportion consistent with the share of public company's equity stake in the other company.

b. The independent directors of audit committee shall comply with Article 218 of the Company Act, which is listed on the Company's Listing.

c.

Actions taken pursuant to subparagraph 1 and subparagraph 2 shall be reported to a shareholders meeting, and the details of the transaction shall be disclosed in the annual report and any investment prospectus. The Company and the investor of public list company that has set aside a special surplus reserve under the equity method may not utilize the special reserve until it has recognized a loss on decline in market value of the assets it purchased at a premium, or they have been disposed of, or adequate compensation has been made, or the status quo ante has been restored, or there is other evidence confirming that there was nothing unreasonable about the transaction, and the FSC has given its consent.

(7) When the Company obtains real property from a related party, it shall also comply with the paragraph 3, subparagraph (5) if there is other evidence indicating that the acquisition was not an arms length transaction.

Article 11:

Engagement in Derivatives Trading

1. Trading Principles and Strategies

(1) Non-transactional: A safe-haven transaction that is not for trading purposes

(2) Transactional: Non-risk trades for trading purposes. The company does not engage in trading operations.

2. Operation or Hedging Strategies: The derivatives trading that the Company engages in is classified as trading for hedging purposes and for non-hedging purposes (i.e., for the trading purpose). The strategy shall mainly be business risk averse. The trading product choice shall be based on avoiding risks such as foreign exchange income, expenses, assets, or liabilities arising from the business operations of the Company. The transaction counterparty shall also be financial institutions that have contacts with the Company's business as much as possible to avoid credit risk. Before the transaction, it must be clearly defined as a hedging or financial operation such as the pursuit of investment income, as the basis for accounting.

3. Delegation of Authorization and Duties

(1) The trader and the confirmation personnel are designated by the general manager.

(2) Traders, confirmers and delivery personnel shall not be concurrently employed.

(3) The assignment or dismissal of the trading personnel and the confirming personnel shall be notified to the trading partner in writing.

4. Maximum Loss Limit on Total Trading and for Individual Contracts

(1) The Company's overall hedging contract is limited to no more than the net portion of the company's receivables payables or balance sheet date, amount and currency in the next six months.

(2) The contract loss limit shall not exceed 20% of the contract amount and shall apply to individual contracts and all contracts.

5. Performance Assessment Essentials: It is measured and evaluated on the basis of the

hedging strategy and is presented to the general manager every month.

6. Procedures :

- (1) Responsible for the transaction personnel approved.
- (2) After the transaction personnel have approved the transaction, they will immediately send the confirmation personnel to handle the confirmation of the derivative commodity transaction.
- (3) The relevant documents of the completed transaction are archived for future reference by the delivery personnel.
- (4) Decision-making and authorization level (non-transactional): According to the following table, it is the general manager or chairman of the board of directors, and should be reported to the most recent board of directors afterwards

Item	General manager	Chairman	Board of Directors
The cumulative total amount is less than \$15 million (inclusive)	●		
The total accumulated amount is 15 million (excluding) ~25 million US dollars (inclusive)		●	
Cumulative total amount of \$25 million (excluding)			●

7. Risk Management Measures

- (1) Credit Risk Management: The trading counterparty choice is based on the principle of financial institutions and futures commission merchants who have a good reputation with the Company and can provide professional information.
- (2) Market Risk Management: The losses that may occur in the derivatives future market price fluctuations are uncertain. Therefore, the stop loss limit shall be strictly adhered to after the position is established.
- (3) Liquidity Risk Management: In order to ensure the trading product liquidity, financial products with higher liquidity are selected, and the trading institution must have sufficient information and the ability to trade in any market at any time.
- (4) Cash Flow Risk Management: In order to ensure the Company's working capital turnover stability, the Company's source of funds for derivatives trading is limited to its own funds, and the operation amount shall take into account the financing needs of cash receipts and payments for the next three months.
- (5) Operation Risk Management: The authorization amount and operation process must be strictly observed to avoid operation risk.
- (6) Legal Risk Management: Documents signed with the trading counterparty shall be formally inspected by legal professionals before they can be formally signed to avoid legal risks.

8. Regular Evaluation Methods and Irregular Circumstances Handling

- (1) Risk-averse transactions should be evaluated at least twice a month, and the evaluation report should be submitted to the general manager.

- (2) The designated general manager of the board of directors supervises and evaluates whether the risk management measures currently in use are appropriate, whether the transactions in the derivative commodities are actually handled in accordance with regulations, and whether the performance of the derivative commodity transactions conforms to the established business strategy and whether the risks assumed are In the range that the company is allowed to bear. In the event of any transaction or loss of profit or loss, the necessary response measures shall be taken and reported to the Board of Directors immediately.
 - (3) The risk-averse transaction evaluation report shall be reported at the time of the board of directors. When an independent director has been set up in the event of an abnormal transaction or gain or loss, the board of directors shall have an independent director present and express his opinion.
9. The Company is engaged in the transaction of derivative commodities, which shall be subject to the types and amounts of derivative commodity transactions, the date of the board of directors, the matters to be carefully evaluated in item (8) of this Article, and whether or not to be obtained or disposed of in accordance with the procedures and “public offering companies”. The Asset Processing Guidelines are set out in the Prospectus for Derivatives Commodity Transactions for future reference. The transaction vouchers shall be kept for at least 5 years unless otherwise stipulated by other laws.
10. The internal auditors of the company shall regularly understand the admissibility of the internal control of the derivative commodity transactions, and shall make an audit report on the compliance of the monthly auditing trading department with the procedures for dealing with derivative commodity transactions. If major violations are found, Notify the supervisors in writing.

Article 12:

Procedures for Handling Mergers and Consolidations, Splits, Acquisitions, and Assignment of Shares

1. Appraisal and operating procedures

- (1) The Company that conducts a merger, demerger, acquisition, or transfer of shares, shall engage a CPA, attorney, or securities underwriter to study the schedule of the statutory procedures and organize the ad hoc group to implement the procedures in accordance with the law. Prior to convening the board of directors to resolve on the matter, shall engage a CPA, attorney, or securities underwriter to give an opinion on the reasonableness of the share exchange ratio, acquisition price, or distribution of cash or other property to shareholders, and submit it to the board of directors for deliberation and passage. However, the requirement of obtaining an aforesaid opinion on reasonableness issued by an expert may be exempted in the case of a merger by the Company of a subsidiary in which it directly or indirectly holds 100 percent of the issued shares or authorized capital, and in the case of a merger between subsidiaries in which the Company directly or indirectly holds 100 percent of the respective subsidiaries' issued shares or authorized capital.
- (2) The Company participating in a merger, demerger, acquisition, or transfer of shares shall prepare a public report to shareholders detailing important contractual content and matters relevant to the merger, demerger, or acquisition prior to the

shareholders meeting and include it along with the expert opinion referred to in paragraph 1 of the preceding Article when sending shareholders notification of the shareholders meeting for reference in deciding whether to approve the merger, demerger, or acquisition. Provided, where a provision of another act exempts the Company from convening a shareholders meeting to approve the merger, demerger, or acquisition, this restriction shall not apply.

Where the shareholders meeting of any one of the companies participating in a merger, demerger, or acquisition fails to convene or pass a resolution due to lack of a quorum, insufficient votes, or other legal restriction, or the proposal is rejected by the shareholders meeting, the companies participating in the merger, demerger or acquisition shall immediately publicly explain the reason, the follow-up measures, and the preliminary date of the next shareholders meeting.

- (3) The Company participating in a merger, demerger, acquisition, or transfer of shares may not arbitrarily alter the share exchange ratio or acquisition price unless under the below-listed circumstances, and shall stipulate the circumstances permitting alteration in the contract for the merger, demerger, acquisition, or transfer of shares:
- a. Cash capital increase, issuance of convertible corporate bonds, or the issuance of bonus shares, issuance of corporate bonds with warrants, preferred shares with warrants, stock warrants, or other equity based securities.
 - b. An action, such as a disposal of major assets, that affects the company's financial operations.
 - c. An event, such as a major disaster or major change in technology, that affects shareholder equity or share price.
 - d. An adjustment where any of the companies participating in the merger, demerger, acquisition, or transfer of shares from another company, buys back treasury stock.
 - e. An increase or decrease in the number of entities or companies participating in the merger, demerger, acquisition, or transfer of shares.
 - f. Other terms/conditions that the contract stipulates may be altered and that have been publicly disclosed.
- (4) The contract for participation by the Company in a merger, demerger, acquisition, or transfer of shares shall comply according to Company Act, Article 317-1 and Enterprises Mergers and Acquisitions Act, Article 22, and shall also record the following:
- a. Handling of breach of contract.
 - b. Principles for the handling of equity-type securities previously issued or treasury stock previously bought back by any company that is extinguished in a merger or that is demerged.
 - c. The amount of treasury stock participating companies are permitted under law to buy back after the record date of calculation of the share exchange ratio, and the principles for handling thereof.
 - d. The manner of handling changes in the number of participating entities or companies.
 - e. Preliminary progress schedule for plan execution, and anticipated completion date.
 - f. Scheduled date for convening the legally mandated shareholders meeting if the

plan exceeds the deadline without completion, and relevant procedures.

- (5) After public disclosure of the information, if any company participating in the merger, demerger, acquisition, or share transfer intends further to carry out a merger, acquisition, or share transfer with another company, all of the participating companies shall carry out anew the procedures or legal actions that had originally been completed toward the merger, demerger, acquisition, or share transfer; except that where the number of participating companies is decreased and a participating company's shareholders meeting has adopted a resolution authorizing the board of directors to alter the limits of authority, such participating company may be exempted from calling another shareholders meeting to resolve the matter anew.
- (6) Where any of the companies participating in a merger, demerger, acquisition, or transfer of shares is not a public company, the Company shall sign an agreement with the non-public company whereby the latter is required to abide by the provisions of this Article, paragraph 2, subparagraph (1), (2), (5).

Article 13:

Information Disclosure

1. The project should be announced and the reporting standard should be announced.

- (1) Acquisition or disposal of real property from or to a related party, or acquisition or disposal of assets other than real property from or to a related party where the transaction amount reaches 20 percent or more of paid-in capital, 10 percent or more of the company's total assets, or NT\$300 million or more; However, this restriction does not apply to trading of government bonds, bonds under repurchase and resale agreements, or subscription or redemption of domestic money market funds.
- (2) Merger, demerger, acquisition, or transfer of shares.
- (3) Losses from derivatives trading reaching the limits on aggregate losses or losses on individual contracts set out in the procedures adopted by the Company.
- (4) Where the type of asset acquired or disposed is equipment for business use, the trading counterparty is not a related party, and the transaction amount meets any of the following criteria:
- a. If the Company's paid-in capital is less than NT\$10 billion: Transaction amount reaches NT\$500 million or more.
 - b. If the Company's paid-in capital reaches NT\$10 billion or more, the transaction amount reaches NT\$1 billion or more.
- (5) The Company engaged in the construction business has obtained or disposed of the real estate for construction and construction and its transaction object is not related to the transaction. The transaction amount is NT\$500 million or more.
- (6) Where land is acquired under an arrangement on engaging others to build on the company's own land, engaging others to build on rented land, joint construction and allocation of housing units, joint construction and allocation of ownership percentages, or joint construction and separate sale, and the amount the company

expects to invest in the transaction reaches NT\$500 million or more.

(7) Assets transactions, claims disposed of by financial institutions, or investment in the Mainland China area, where the transaction amount reaches 20 percent or more of the Company's paid-in capital or NT\$300 million. provided, this shall not apply to the following circumstances:

a. Trading of government bonds.

b. Securities trading by investment professionals on foreign or domestic securities exchanges over-the-counter markets, or subscription by investment professionals of ordinary corporate bonds or of general bank debentures without equity characteristics that are offered and issued in the domestic primary market, or subscription by a securities firm of securities as necessitated by its undertaking business or as an advisory recommending securities firm for an emerging stock company, in accordance with the rules of the Taipei Exchange.

c. Trading of bonds under repurchase/resale agreements, or subscription or redemption of money market funds issued by domestic securities investment trust enterprises.

The amount of transactions mentioned in the preceding paragraph shall be calculated as follows:

a. The amount of each transaction.

b. The cumulative transaction amount of acquisitions and disposals of the same type of underlying asset with the same transaction counter party within the preceding year.

c. The cumulative transaction amount of real property acquisitions and disposals (cumulative acquisitions and disposals, respectively) within the same development project within the preceding year.

d. The cumulative transaction amount of acquisitions and disposals (cumulative acquisitions and disposals, respectively) of the same security within the preceding year.

2. The time limit for handling announcements and declarations

If the company obtains or disposes of assets and has the first item to be announced in this Article and the transaction amount reaches the reporting standard that should be announced in this Article, it shall be reported within two days from the date of the fact.

3. The announcement application program

(1) The company shall report the relevant information to the designated website of the Financial Supervision and Administration Commission for public announcement.

(2) The Company shall enter the derivative product transaction status engaged in by the Company and any Subsidiary that is not a public company of the Republic of China into the information reporting website designated by the Financial Supervisory Commission each month before the 10th day of the month in the format.

(3) If there are errors or omissions in the announcements made by the Company

pursuant to regulations and corrections are required, all of the items must be re-announced within two days after the errors or omissions were discovered.

- (4) The Company acquiring or disposing of assets shall keep all relevant contracts, meeting minutes, memorandum books, appraisal reports and CPA, attorney, and securities underwriter opinions at the Company, where they shall be retained for 5 years except where another act provides otherwise.
- (5) If the transaction that was already declared by the Company in accordance with the preceding article has any of the following conditions, the relevant information shall be declared and reported to the website designated by the Financial Supervisory Commission within two days from the fact occurrence date:
 - a. The relevant contract signed for the original transaction has been changed, terminated, or rescinded.
 - b. Mergers, spinoffs, acquisitions, or share transfers have not been completed according to the schedule stipulated in the contract.
 - c. The original declaration contents have been changed.

Article 14:

Information Disclosure Control Procedures for Acquisition and Disposal of Assets by Subsidiaries

1. The subsidiaries of the Company should establish their own respective Procedures for Acquisition or Disposal of Assets in accordance with the Regulations Governing the Acquisition and Disposal of Assets by Public Companies of the R.O.C.
2. When subsidiary obtains or disposes of an asset, it shall also handle it in accordance with the provisions of the company.
3. If the subsidiary is not a public listed company in the R.O.C., the Company will proceed with the disclosure and report if the subsidiary satisfies the criteria set forth in Chapter 3 of the Regulations Governing the Acquisition and Disposal of Assets by Public Companies of the R.O.C.
4. The paid-in capital or total assets of the Company shall be the standard for determining whether or not a subsidiary referred to in the preceding paragraph is subject to paragraph 1 of Article 30 of the Regulations Governing the Acquisition and Disposal of Assets by Public Companies of the R.O.C., which requires a public announcement and regulatory filing in the event that the type of transaction specified therein reaches 20 percent of paid-in capital or 10 percent of total assets.

Article 15

The employees of the company undertake to obtain and dispose of the assets in violation of the provisions of this processing program, in accordance with the company's staff performance improvement management rules, employee rewards and punishments rules and employee work rules, regularly report and assess, according to the circumstances of the punishment.

Article 16

Implementation and Amendment

After the Company has established an Audit Committee, where the Company's acquisition or disposal of assets shall be approved by the Board of Directors in accordance with the Procedures or any other applicable laws, rules, or regulations, if any director expresses dissent and it is included in the minutes or a written statement, the Company shall submit the Director's dissenting opinion to the Audit Committee.

After the Company has established an Audit Committee, where an acquisition or disposal of assets is discussed during Board of Directors' meetings in accordance with the preceding paragraph, each Independent Director's opinion shall be taken into full consideration. If an Independent Director objects to or expresses reservations about any matter, it shall be recorded in the minutes of the Board of Directors' meeting.

After the Company has established an Audit Committee, where a material asset trading shall be approved by more than half of all Audit Committee members, then be approved by the Board of Directors. After the Company has established an Audit Committee, the adoption or amendment of the Procedures should be made in accordance to paragraph 3 of this Article. If the amendments are not approved by more than half of all Audit Committee members may be alternatively approved by more than two thirds of all Directors. The resolution adopted by the Audit Committee shall be recorded in the minutes of the Board of Directors meeting. The terms "all Audit Committee members" in paragraph 3 and "all Directors" in the preceding paragraph shall be defined based on the actual number of persons currently holding those positions.

【Appendix 6】

Ventec International Group Co., Ltd.

Procedures for Lending Funds to Other Parties

Article 1: Legislative Basis

A loan made by this Company to others shall be undertaken according to the Operation Procedures. Any matters that are not addressed in the Operation Procedures shall be governed by the relevant regulations.

Article 2: Entities to Which the Company May Loan Funds

The entities to which the Company may loan funds are limited to the following circumstances and the Company shall not loan funds to any of its shareholders or any other person:

1. Companies or firms that have had business transactions with the Company.
2. Short-term financing facility is necessary for companies or firms that have had business transactions with the Company; provided that such financing facility amount shall not exceed 40% of the Company's net worth.

The term "short-term" as used in the preceding paragraph means one year, or where the Company's operating cycle exceeds one year, one operating cycle.

"Net Worth" in the Operation Procedures, based on the financial statements for the most recent period, certified or reviewed by a CPA, means the balance sheet equity attributable to the owners of the Parent Company under the "Regulations Governing the Preparation of Financial Reports by Securities Issuers" of the Republic of China.

Article 3: The aggregate amount of loans and the maximum amount permitted to a single borrower

1. The aggregate amount of loans from the Company to other parties shall not exceed 50% of the Company's net worth as stated in the latest audited financial statements audited or reviewed by CPAs.

(1) Where funds are lent to a company or firm with business relationship, the accumulated amount of such loan shall not exceed 40% of the net worth of the Company.

(2) Where an inter-company or inter-firm short-term financing facility is necessary, provided that such financing amount shall not exceed 40 percent of the lender's net worth.

The amount of an individual loan granted by the Company to a company or firm with business relationship with the Company shall not exceed the business transaction amount in the past year between the parties. "Business transaction amount" refers to the amount of purchase or sale between the parties, whichever is higher. And each individual loan shall not exceed 10% of the net worth of the Company.

The aggregate amount of loans from the Company to other parties shall not exceed 40% of the Company's net worth.

For the Company's subsidiaries, in which, directly or indirectly, hold 100% of the voting

shares, the aggregate amount of loans and the maximum amount permitted to a single borrower shall not exceed 2000% and 1000% of the Company's net worth

Article 4: Fund-loaning Duration and Interest Calculation

The term of loans made by the Company to others shall not exceed 1 year. Where they are inter-company fund-loaning between overseas companies in which the Company holds, directly or indirectly, 100% of the voting shares with short-term financial need, the loan term shall not exceed 3 years. In the case of special circumstances, it shall be adjusted according to the actual situation after the approval by the Board of Directors.

Loans and funds are calculated by floating interest rate or fixed interest rate, and the company's capital cost. After adjustment, the interest rate is adjusted by the Finance Department after the approval of the general manager, and the interest is paid once a month.

Article 5: Fund-loaning Process and Detailed Review Procedures

The Company's fund-loaning process and detailed review procedures are as follows:

1. When the Company makes fund-loaning, the company applying for the loan shall submit the application to the Company in writing and attach the basic information and relevant financial information, and specify the loan purpose.
2. After accepting the application, the financial institution shall investigate and evaluate the loan, the business, financial status, solvency and credit, profitability and use of the loan, and prepare a report. The financial unit shall conduct a detailed assessment review of the fund loan and the object. The assessment and regular tracking shall include at least:
 - (1) The necessity of and reasonableness for fund-loaning to others.
 - (2) Borrower credit status and risk assessment.
 - (3) Whether the accumulated fund loan and amount are still within the limit.
 - (4) Impact on the Company's business operations, financial condition, and shareholders' equity.
 - (5) Whether collateral must be obtained and appraisal of the value
 - (6) Attach funds to the loan and record the symbol and risk assessment.
3. When handling the fund loan and matters, the company shall obtain the same amount of secured promissory note or other collateral provided by the borrower, and if necessary, handle the mortgage or pledge setting of movable property or real property, except for land, marketable securities and intellectual property rights. Fire insurance and related insurance shall be insured. The insurance amount shall be based on the replacement cost of the collateral. The policy shall indicate that the company is the beneficiary. The name, quantity, storage location and policy conditions of the subject matter contained in the policy shall be in line with the original approved loan conditions of the company.

For the credit guarantee of the preceding paragraph, if the debtor provides a pledge or substitute for the guarantor, the board of directors may refer to the credit report of the financial unit; if the company is the guarantor, it should pay attention to whether the statute is fixed. It is guaranteed.

The collateral provided by the debtor shall be taken from time to time and kept by non-responsible funds and the personnel of the operation.

The company directly and indirectly holds 100% of the voting shares of foreign companies

engaged in the loan of funds, regardless of whether it is due to business relations or due to short-term financing, is not subject to the first three restrictions.

4. For the Company handling the loan funds and related matters, the loan shall be processed after the credit is checked by the financial unit of the company, then approved by the chairman of the board of directors and submitted to the board of directors for approval. The other party may not be authorized to decide. The opinions of each independent director shall be fully considered and the reasons for dissent or objection shall be included in the minutes of the Board of Directors' meeting. Loans to the parent company or subsidiaries, or loans to subsidiaries, shall be determined by related regulations in accordance with relevant regulations. The Board of Directors may also delegate the Chairman to make a transfer of the same loan or reversed ascertain amount of the same item and not more than one year.

The authorized limit of the aforementioned credit line in the preceding paragraph shall not exceed 10 percent of the Company's net worth in the latest financial statements except those that meet the provisions stipulated in Article 3.

Article 6: Subsequent control measures and overdue loans processing procedures:

1. After the loan is appropriated, the Company shall pay attention to the financial, business, and related credit status of the borrower and guarantor. If the collateral is provided, shall pay attention to the changes in collateral valuation. If there any significant changes happen, should immediately notify the Chairman of the Board of Directors and follow the instruction as appropriate.
2. When the borrower repays the loan due or before maturity, the interest accrued shall be calculated first. After the borrower is fully repaid, the Company shall affix the repayment of the promissory notes or cancel the mortgage to cancel the loan.
3. The borrower shall immediately repay the principal and interest on the loan maturity. If the repayment fails to be repaid due to the repayment, the Company may dispose and recover the collateral or guarantor provided by the law.

Article 7: Internal Control:

1. For handling loaning funds, the Company shall set up a memorandum to record the objects, amount, the date approved by the Board of Directors, the date of loaning and the matters shall be carefully evaluated for audit and reference.
2. Internal auditors shall perform auditing on the Procedures and the implementation of the Procedures every quarter and produce written auditing reports. Should there be any violation found, a written report is needed to notify the Independent Directors. Should there be any violation of related regulations or the Procedures, subsequent discipline is subject to the managers and persons-in-charge of the Company.
3. Where as a result of changes of condition the entity no longer meets the requirements of these Regulations, or the balance exceeds the limit, the Company shall adopt rectification plans and submit the rectification plans to the Independent Directors, and shall complete the rectification according to the timeframe set out in the plan.

Article 8: Public Announcement and Regulatory Filing Procedures

The Company shall announce and report the previous month's loan balances of the Company and its Subsidiaries by the 10th day of each month.

If the Company's loans of funds reach one of the following levels, it shall announce and report such event within two days commencing immediately from the fact occurrence date:

- (1) The aggregate loan balance to others by the Company and its Subsidiaries reaches 20% or more of the Company's net worth as stated in its latest Financial Statement.
- (2) The loan balance by the Company and its Subsidiaries to a single enterprise reaches 10% or more of the Company's net worth as stated in its latest Financial Statement.
- (3) The new loan amount by the Company or its Subsidiaries reaches NT\$10,000,000 or more, and reaches 2% or more of the Company's net worth as stated in its latest Financial Statement.

The Company shall announce and report on behalf of any Subsidiary that is not a public company of the Republic of China any matters that such Subsidiary is required to announce and report pursuant to Subparagraph 3 of the preceding paragraph.

Article 9: Penalties

The Company's managers and persons-in-charge shall follow the procedures of handling loans to other parties. Should there be any violation of related regulations or the Procedures, subsequent discipline is subject to the rewards and punishments of the company's employee handbook, and shall be fined according to the circumstances.

Article 10 Control Procedures for the Loans of Funds to Others by a Subsidiary

The Company's Control Procedures for the Loans of Funds to Others by a Subsidiary are as follows:

1. Where the Company's Subsidiary intends to make loans to others, the Company shall see to it that the Subsidiary adopts the "Operation Procedures for Loans of Funds to Others" in compliance with the "Regulations Governing Loaning of Funds and Making of Endorsements/Guarantees by Public Companies" of the Republic of China, and it shall comply with the Operation Procedures when loaning funds.
2. The Company's Subsidiaries shall prepare the fund-loaning list by the 10th of each month, and report the funds, balances, and borrowers for the previous month to the Company.
3. Subsidiaries with internal auditors shall audit the Operation Procedures for Loans of Funds to Others and their implementation statuses at least once a quarter and formulate written records. If a major violation is discovered, they shall promptly notify the Company's internal audit unit in writing, and the Company's internal audit unit shall promptly notify each Audit Committee member in writing.
4. When the Company's internal auditors inspect the Subsidiaries according to the annual audit plan, they shall also understand the Subsidiaries' Operation Procedures for Loans of Funds to Others and their implementation statuses. If a major violation is discovered, they shall promptly notify each Audit Committee member in writing.

Article 11: Other

1. The fact occurrence date referred in the Operation Procedures is the transaction signing date, payment date, Board of Directors resolutions dates, or other date that can confirm the counterpart and the transaction monetary amount, whichever date is earlier.
2. "Subsidiary" and "Parent Company" as referred to in the Operation Procedures shall be as determined under the "Regulations Governing the Preparation of Financial Reports by Securities Issuers" of the Republic of China.
3. Where the Company's Subsidiary intends to make loans to others, the Company shall see to it that the Subsidiary adopts the "Operation Procedures for Loans of Funds to Others" in compliance with the "Regulations Governing Loaning of Funds and Making of Endorsements/Guarantees by Public Companies" of the Republic of China, and it shall comply with the Operation Procedures when loaning funds.
4. The Company shall assess the capital loan conditions and sufficiently note the bad debts, appropriately disclose the relevant information in the financial reports, and provide the relevant information needed by the certification accountant to conduct the procedures.
5. The unfinished part of the procedure shall be handled in accordance with the relevant laws and regulations and the relevant regulations of the company.

Article 12: Implementation and Revision

1. The Procedures shall be effective upon approval by the Audit Committee first and then by Board of Directors, subject to the ordinary resolution in the general meeting. The Board of Directors shall take into full consideration each Independent Director's opinions. If an Independent Director objects to or expresses reservations about any matter, it shall be recorded in the minutes of the board of directors meeting. Any objection by the Directors which is recorded or in writing shall be submitted to Audit Committee and for discussion by the Shareholders' Meeting. The same shall apply to any amendments to the Procedures.
2. When the company has set up an independent director or an audit committee, in accordance with the provisions of the preceding paragraph, the operating procedures should be submitted to the board of directors for discussion. The opinions of each independent director should be fully considered, and their reasons for their consent or objection should be included in minutes of the board of directors meeting.

【Appendix 7】

Ventec International Group Co., Ltd.

Procedures for Endorsements and Guarantees

Article 1: Purpose and Regulatory Basis

Endorsements/guarantees made by the Company shall be undertaken according to the Operation Procedures. Any matters that are not addressed in the Operation Procedures shall be governed by the relevant regulations.

Article 2: The company's endorsement guarantees are implemented in accordance with the provisions of this procedure.

Article 3: Application Scope

The term "endorsements/guarantees" as used in the Operation Procedures refers to the following:

1. Financing endorsements/guarantees, including:
 - (1) Bill discount financing.
 - (2) Endorsement or guarantee made to meet another company's financing needs.
 - (3) Issuance of a separate negotiable instrument to a non-financial enterprise as security to meet the Company's financing needs.
2. Customs duty endorsement/guarantee, meaning an endorsement or guarantee for the Company or another company with respect to customs duty matters.
3. Other endorsements/guarantees, meaning endorsements or guarantees beyond the scope of the above two subparagraphs.
4. Any creation by the Company of a pledge or mortgage on its chattel or real property as security for the loans of another company shall also comply with the Operation Procedures.

Article 4: Entities for Which the Company May Make Endorsements/Guarantees

The Company may make endorsements/guarantees for the following companies:

1. A company with which it does business.
2. A company in which the Company directly and indirectly holds more than 50% of the voting shares.
3. A company that directly and indirectly holds more than 50% of the voting shares in the Company.

Companies in which the Company holds, directly or indirectly, 90% or more of the voting shares may make endorsements/guarantees for each other, and the amount of endorsements/guarantees may not exceed 10% of the Company's net worth, provided that this restriction shall not apply to endorsements/guarantees made between companies in which the Company holds, directly or indirectly, 100% of the voting shares.

Where all of the Company's capital contributing shareholders make endorsements /guarantees for their jointly invested company in proportion to their shareholding percentage such endorsements/guarantees may be made free of the restriction of the preceding two paragraphs. Capital contribution referred to in the preceding paragraph shall mean capital contribution directly by the Company, or through a company in which the company holds 100% of the voting shares.

Article 5:

"Subsidiary" and "Parent Company" as referred to in the Operation Procedures shall be as determined under the "Regulations Governing the Preparation of Financial Reports by Securities Issuers" of the Republic of China.

"Net Worth" in the Operation Procedures, based on the financial statements for the most recent period, certified or reviewed by a CPA, means the balance sheet equity attributable to the owners of the Parent Company under the "Regulations Governing the Preparation of Financial Reports by Securities Issuers" of the Republic of China.

Article 6: Ceilings on Endorsement/Guarantee Amount

1. The aggregate endorsements/guarantees amount provided by the Company shall not exceed 200% of the Company's net worth.
2. The endorsements/guarantees amount provided by the Company for any single entity shall not exceed 100% .
3. The aggregate endorsements/guarantees amount provided by the Company and its Subsidiaries shall not exceed 400% of the Company's net worth.
4. The endorsements/guarantees amount provided by the Company and its Subsidiaries for any single entity shall not exceed 200% of the Company's net worth.
5. The Company and its subsidiaries as a whole are guaranteed to endorse the total amount of the company's net value of more than 50%, and should explain its necessity and rationality at the shareholders' meeting.
6. In the case of an endorsement guarantor with the Company due to business dealings, the amount of individual endorsement guarantees shall not exceed the amount of business transactions between the two parties, except for the above-mentioned limits. The so-called business transaction amount refers to the highest amount of purchase or sales between the two parties.
7. "Net Worth" in the Operation Procedures, based on the financial statements for the most recent period, certified or reviewed by a CPA

Article 7: Decision-making and Authorization Levels

When the Company makes endorsements/guarantees, it shall be handled in accordance with the provisions of the Article 6, Subparagraph 2 of the Operation Procedures, and shall be approved by the Board of Directors resolution.

However, in order to meet timeliness requirements, the Board of Directors may delegate the Chairman to decide such matters when the amount is Within a certain amount limit and

have the decisions subsequently submitted to and ratified by the next Board of Directors meeting. Before making any endorsement/guarantee pursuant to Article 4, Paragraph 2, a Subsidiary in which the Company holds, directly or indirectly, 90% or more of the voting shares shall submit the proposed endorsement/guarantee to the Company's Board of Directors for resolution. provided that this restriction shall not apply to endorsements/guarantees made between companies in which the Company holds, directly or indirectly, 100% of the voting shares.

Where the Company needs to exceed the limits set out in the Operation Procedures to satisfy its business requirements, and where the conditions set out in the Operation Procedures are complied with, it shall obtain approval from the Board of Directors and half or more of the directors shall act as joint guarantors for any loss that may be caused to the Company by the excess endorsement/guarantee. It shall also amend the Operation Procedures for Endorsements/Guarantees accordingly and submit the same to the Shareholders Meeting for ratification after the fact. If the Shareholders Meeting does not give consent, the Company shall adopt a plan to discharge the amount in excess within a given time limit.

The opinions of the Company's independent directors must be fully considered during the resolution by the Board of Directors, and the approval or disapproval votes as well as the rationales for the disapprovals shall be included into the Board of Directors records.

Article 8: Endorsements/Guarantees Process and Detailed Review Procedures

1. When the Company makes endorsements/guarantees, the endorsed/guaranteed company shall submit an application to the Company in writing and attach the basic information and relevant financial information.
2. After the application is accepted by the Company, the financial unit shall carefully assess whether the qualifications and limits for the applicant company are in compliance with the Operation Procedures, and shall conduct a detailed review for the following matters, and a written report:
 - (1) The necessity and reasonableness of the endorsement guarantee.
 - (2) Whether it is necessary to measure the amount of endorsement by the endorsement of the company's financial status.
 - (3) Whether the accumulated endorsement guarantee amount is still within the limit.
 - (4) Due to the endorsement of the business relationship, it is necessary to assess whether the amount of the endorsement guarantee and the amount of business transactions are within the limit.
 - (5) The impact on the Company's operational risk, financial position and shareholders' equity.
 - (6) Whether the assessed value of the collateral and collateral should be obtained.
 - (7) Attachment of endorsements to ensure credit and risk assessment records.

3. The Company shall prepare a memorandum book for its endorsement/guarantee activities and record in detail the following information for the record: the entity for which the endorsement/guarantee is made, the amount, the Board of Directors approval date or the Chairman authorization date, the date the endorsement/guarantee is made, and the matters to be carefully evaluated.
4. The Company shall evaluate or record the contingent loss from endorsements/guarantees, and shall adequately disclose information on endorsements/guarantees in its financial reports and provide CPAs with relevant information for necessary audit procedures implementation.
5. If the subsidiary of the company whose net worth is less than one-half of the paid-up capital is endorsed, the improvement plan shall be determined and the improvement shall be completed according to the schedule.
6. Where as a result of entity condition changes for which an endorsement/guarantee is made it no longer meets the requirements of the Operation Procedures, or the amount exceeds the limit, the Company shall adopt rectification plans and submit the rectification plans to each Audit Committee member, and shall complete the rectification according to the timeframe set out in the plan.

Article 9: Deregistration

1. If the endorsement is guaranteed to be released due to debt settlement, the endorsed company shall notify the financial unit of the company to cancel the transaction. If the ticket is guaranteed, the promissory note opened by the company must be delivered to the financial unit of the company, and the words "deregistration" should be affixed and kept for future reference. However, if the endorsement is guaranteed to be renewed, this is not the limit.
2. The financial unit shall update the endorsement guarantee checklist at any time.

Article 10: Procedures for Corporate Chop Use and Custody

The Company shall use the corporate chop as the dedicated chop for endorsements/guarantees. The chop shall be kept in the custody of a designated person approved by the Board of Directors and may be used to seal or issue negotiable instruments in accordance with the prescribed procedures.

Article 11: Internal Control

The Company's internal auditors shall audit the Operation Procedures for Endorsements/Guarantees and the implementation no less frequently than quarterly and prepare written records accordingly. They shall promptly notify each Audit Committee member in writing of any material violation found.

Article 12: Public Announcement and Regulatory Filing Procedures

The Company shall announce and report the previous month's endorsements/guarantees balance of the Company and its Subsidiaries by the 10th day of each month.

If the Company's endorsements/guarantees balance reaches one of the following levels, it shall announce and report such event within two days commencing immediately from the fact occurrence date:

1. The aggregate endorsements/guarantees balance by the Company and its Subsidiaries reaches 50% or more of the Company's net worth as stated in its latest Financial Statement.
2. The endorsements/guarantees balance by the Company and its Subsidiaries for a single enterprise reaches 20% or more of the Company's net worth as stated in its latest Financial Statement.
3. The endorsements/guarantees balance by the Company and its Subsidiaries for a single enterprise reaches NT\$10,000,000 or more and the aggregate endorsements/guarantees amount for, investment of a long-term nature in, and balance of loans to, such enterprise reaches 30% or more of the Company's net worth as stated in its latest Financial Statement.
4. The new endorsements/guarantees amount made by the Company or its Subsidiaries reach NT\$30,000,000 or more, and reach 5% or more of the Company's net worth as stated in its latest Financial Statement.

The fact occurrence date referred in the Operation Procedures is the transaction signing date, payment date, Board of Directors resolutions dates, or other date that can confirm the counterpart and the transaction monetary amount, whichever date is earlier.

Article 13: Control Procedures for the Endorsements/Guarantees to a Subsidiary

The Company's Control Procedures for the endorsements/guarantees to a Subsidiary are as follows:

1. Where the Company's Subsidiary intends to make endorsements/guarantees to others, the Company shall see to it that the Subsidiary adopts the "Operation Procedures for Endorsements/Guarantees" in compliance with the "Regulations Governing Loaning Of Funds and Making of Endorsements/Guarantees by Public Companies" of the Republic of China and it shall comply with the Operation Procedures when making endorsements/guarantees.
2. The Company's Subsidiaries shall prepare the endorsements/guarantees list by the 5th of each month, and report the amounts and entities for endorsements/guarantees processing and cancellation for the previous month to the Company.
3. When the Company's internal auditors inspect the Subsidiaries according to the annual audit plan, they shall also understand the Subsidiaries' Operation Procedures for Endorsements/Guarantees and their implementation statuses. If a major violation is discovered, they shall promptly notify each Audit Committee member in writing

In the case of a Subsidiary with shares having no par value or a par value other than NT\$10, for the paid-in capital in the aforementioned calculation, the sum of the share capital plus paid-in capital in excess of par shall be substituted.

Article 14: Penalties

The company shall be handled in accordance with the prescribed procedures when it is engaged in endorsement. If a major violation of this standard is found, the manager and the organizer shall be disposed of according to the violation. If the violation occurs, the company shall be responsible for the recovery of the relevant personnel.

Article 15: Endorsements/guarantees made by the Company shall be undertaken according to the Operation Procedures. Any matters that are not addressed in the Operation Procedures shall be governed by the relevant regulations.

Article 16: Implementation and Revision

After the Operation Procedures have been approved by the Board of Directors, they shall be submitted to a Shareholders Meeting for approval. If any director expresses dissent and it is contained in the minutes or a written statement, the Company shall submit the director's dissenting opinion to each Audit Committee member and report it to a Shareholders Meeting for discussion. The same applies when the Operation Procedures are amended.

When the Company submits the Operation Procedures for discussion by the Board of Directors pursuant to the preceding paragraph, the Board of Directors shall take into full consideration each independent director's opinions. The independent directors' specific opinions of assent or dissent and the reasons for dissent shall be included in the Board of Directors meeting minutes.

【Appendix 8】

Ventec International Group Co., Ltd.

Shareholdings of All Directors

2019/4/20

Job title	Name	Number of Shares Held at Current	
		Shares	(%)
Chairman	Top Master Limited	4,713,307	6.67
	Representative: Lao, Kai- Lu	—	—
Director	ACHEM Technology Corporation	5,002,971	7.08
	Representative: Lin, Chien-Yu	—	—
Director	Alpha Victor Limited	4,090,908	5.79
	Representative: Wang, Yu-Tzu	—	—
Director	Chung, Chien- Jen	1,359,623	1.92
Independent Director	Sheu, Yuan- Kuo	—	—
Independent Director	Chen, Tsung-Hsi	—	—
Independent Director	Hou, Yu-Tau	—	—

Note: The type and number of the issued shares by the Company are 70,654,345 ordinary shares