

紅木集團有限公司 2014年股東常會議事手冊

目 錄

壹、開會程序-----	1
貳、會議議程-----	2
一、報告事項-----	3
二、承認事項-----	4
三、討論事項-----	5
四、臨時動議-----	6
參、附件	
一、2013 年度營業報告書-----	7
二、2013 年度審計委員會查核報告書-----	11
三、2013 年度決算表冊-----	12
四、2013 年度盈餘分配表-----	19
五、取得或處分資產處理程序修訂對照表-----	20
六、資金貸與他人作業程序修訂對照表-----	29
肆、附錄	
一、公司章程-----	31
二、股東會議事規則-----	93
三、取得或處分資產處理程序(修訂前)-----	97
四、資金貸與他人作業程序(修訂前)-----	106
五、全體董事持股情形-----	111
六、其他說明資料-----	112

紅木集團有限公司

2014年股東常會開會程序

一、宣佈開會

二、主席致詞

三、報告事項

四、承認事項

五、討論事項

六、臨時動議

七、散會

紅木集團有限公司

2014年股東常會議程

- 一、時間：西元二〇一四年六月十七日（星期二）上午九時
- 二、地點：新莊勞工中心多功能集會廳(新北市新莊區新樹路 222 號 2 樓)
- 三、宣佈開會
- 四、主席致詞
- 五、報告事項
 - (一) 2013 年度營業報告書。
 - (二) 2013 年度審計委員會查核報告。
- 六、承認事項
 - (一) 承認 2013 年度決算表冊案。
 - (二) 承認 2013 年度盈餘分配案。
- 七、討論事項
 - (一) 本公司盈餘轉增資發行新股案。
 - (二) 修訂本公司「取得或處分資產處理程序」案。
 - (三) 修訂本公司「資金貸與他人作業程序」案。
- 八、臨時動議
- 九、散會

報告事項

報告事項一

董事會提

案由：2013 年度營業報告書，報請 鑑核。

說明：請參閱本手冊附件一(P.7)。

報告事項二

董事會提

案由：2013 年度審計委員會查核報告，報請 鑑核。

說明：請參閱本手冊附件二(P.11)。

承認事項

承認事項一

董事會提

案由：承認 2013 年度決算表冊案，提請 承認。

說明：本公司 2013 年度決算表冊，業經勤業眾信聯合會計師事務所李麗鳳及翁博仁會計師查核簽證完竣，相關表冊呈送審計委員會審查竣事，並經董事會決議通過，請參閱本手冊附件三(P.12)。

決議：

承認事項二

董事會提

案由：承認 2013 年度盈餘分配案，提請 承認。

說明：1. 本公司 2013 年度合併稅後純益經會計師查核簽證為新台幣 230,263,683 元，經提列特別盈餘公積為新台幣 22,970,278 元後，可供分配盈餘為新台幣 260,743,518 元，盈餘分配表請參閱本手冊附件四(P.19)。

2. 本次盈餘分配案如因公司普通股股權發生變動，股東配息比例因而發生變動需修正時，擬請股東會授權董事會全權處理。

3. 現金股利及股票股利之除權息基準日等相關事宜，俟本案經股東常會通過後，擬授權董事會訂定之。

決議：

討論事項

第一案

董事會提

案由：本公司盈餘轉增資發行新股案，提請 公決。

- 說明：1.本公司為充實營運資金之所需，擬將 2013 年度盈餘中提撥股東股利計新台幣(以下同) 23,000,000 元轉增資發行新股，每股面額 10 元，共計發行新股 2,300,000 股。
- 2.本次盈餘轉增資發行新股，由原股東按配股基準日股東名冊所載股東持有股份比例分配之，每壹仟股中無償配發 50 股，配發不足壹股之畸零股，得由股東自除權基準日起 5 日內至本公司股務代理機構辦理併湊，逾期未併湊或併湊不足壹股之畸零股改發現金 (計算至元，元以下捨去)，累積畸零股數授權董事長洽特定人按面額認購。
- 3.以上轉增資發行新股，每股 10 元，均為普通股，其權利義務與原有普通股相同並採無實體發行。
- 4.本次盈餘轉增資發行之普通股，經股東會決議通過，並報請主管機關核准後，授權董事會另訂增資配股基準日。
- 5.以上增資相關事宜，如經主管機關核定修正，或因客觀環境之營運需要而須予變更時，擬請股東會授權董事會全權處理。

決議：

第二案

董事會提

案由：修訂本公司「取得或處分資產處理程序」案，提請 公決。

說明：配合法令之修改，擬修訂本公司「取得或處分資產處理程序」，修訂對照表請參閱本手冊附件五(P.20)。

決議：

第三案

董事會提

案由：修訂本公司「資金貸與他人作業程序」案，提請 公決。

說明：配合法令之修改，擬修訂本公司「資金貸與他人作業程序」，修訂對照表請參閱本手冊附件六(P.29)。

決議：

臨時動議

散會

【附件一】2013 年度營業報告書

致股東報告書

回顧過去這一年，全球精品市場在歐債危機緩解、美國景氣復甦及新興國家經濟實力崛起下呈現高度成長。此外，本集團在開發新客戶並維持良好的客戶關係、提升內部營運效率、與拓展海外營運據點等多項努力之下，結合每一位員工的向心力，成功創下合併營業收入及稅後淨利之歷史新高，2013 年度之合併營業收入為新臺幣(以下同)18.63 億元，較 2012 年成長 13.8%，稅後淨利 2.30 億元亦較上一年度成長 38.3%，亮眼的財務成果充分展現本集團持續成長的力道及良好的營運績效。

今年，本集團以品牌客戶的增加、市佔率的提高及客戶滿意度的增長為目標導向，我們將利用先進的生產設備，並透過經驗豐富的技術人才與客戶溝通設計概念，提供客戶一站式的生產供應服務，且在提升生產力策略見效及良好穩健的財務狀況下，我們相信這將為紅木集團締造另一個精彩的表現。目前本集團的工藝產品銷至歐洲、中東、美國、澳洲及亞洲等地，客戶遍及 40 多個國家/地區，在全球精品名牌店的裝潢工藝市場佔有一席之地，未來亦會持續專注於本業發展，另隨著精品業者銷售地區的拓展及銷售據點的增加，也將強化本集團的競爭優勢，使紅木集團能更迅速、更集中去把握商機和鎖定目標。

展望未來，致力於提升全球市場佔有率將是本集團未來最首要的營運目標。紅木集團大部分營業收入來自於國際市場，顯見公司已成為全球高級精品名牌據點裝潢工藝的領導者。我們將繼續朝這個方向穩定的發展。此外，本集團在中國上海和香港的子公司在推動大中華區的業務及服務客戶等方面有了明顯效果，使得 2013 年在該區的營收較 2012 年度翻倍成長，我們深信如此優秀的表現及成長將與全球精品市場的預估表現同步增長。

我們衷心感謝股東在 2013 年度的支持，我們有信心公司未來將會交出更出色的營運成績來回報並感謝股東。此外，我們也由衷感謝紅木集團這個大家庭裡所有成員的用心及努力，這也是公司邁向成功的關鍵因素之一。最後，我們對本集團的未來充滿信心與期待。未來在全球經濟環境條件穩健成長的情況下，我們預計 2014 年也將是歡樂豐收的一年。

一、2013 年度營業計畫實施成果

(一) 營業計畫實施成果

單位：新台幣仟元

項目	2013 年度	
	金額	百分比%
營業收入	1,863,288	100
營業成本	1,246,855	67
營業毛利	616,433	33
營業淨利	285,606	15
稅前淨利	291,097	15

(二) 預算執行情形：本公司因無須對外公開財務預測，故不適用。

(三) 財務收支及獲利能力分析

單位：新台幣仟元

項目		2013 年度	
財務收支	營業收入	1,863,288	
	營業毛利	616,433	
	稅前淨利	291,097	
獲利能力	資產報酬率(%)	16.25	
	股東權益報酬率(%)	28.3	
	佔實收資本比率(%)	營業淨利	68.0
		稅前淨利	69.3
	純益率(%)	12.4	
	每股盈餘(元)	5.48	

(四) 研究發展狀況：

由於產業特性的關係，本集團的生產端沒有具體地涉及研究或開發新產品或技術，但產品、產出依然著重於質量和生產效率等方面的精進，以更進一步改善整個生產流程並加強專案的解決能力。另外我們也與原廠的機械設備供應商合作，以我們多年的精品裝潢工藝技術經驗提供給原廠在設計、製造機械設備前的先期建議，本集團適用的機械設備，並改良自動化生產流程，這些新設備除了在成本的降低和品質的提升上有明顯的幫助外，對環境的保護也多有效益。

二、2014 年度營業計劃概要

(一)經營方針

- 1.提供全球高級精品展示據點高品質的工藝產品及滿意的服務。
- 2.專案管理能力並提供客戶更完善的“一站式”服務。
- 3.積極培訓內部人才。
- 4.增加新客戶和擴展現有客戶的服務範圍以提高市場佔有率。

(二)預期市場狀況及依據

根據美國和歐洲的市場調查報告顯示，在歐債危機緩解、美國景氣復甦及新興國家經濟實力崛起下，全球精品市場未來的表現預測樂觀，以地區而言，歐美雖是目前主要消費市場，但近幾年是以亞洲地區的成長幅度最大，並且在未來仍是呈上升趨勢，綜觀預測數據顯示，估計未來三年整體精品市場規模將呈現 3-5%的年複合增長率，因此可預期精品產業未來仍是樂觀成長。

(三)重要之產銷政策

根據專業機構對全球精品市場的成長預測，本集團已在精品市場高度增長的區域中積極擴展業務。目前已在台灣、中國(上海、香港)、英國和美國設立了營運或服務據點，除服務現有的客戶外亦能擴展新客戶，且為了應付預期中增加的客戶和擴大的服務範圍，廠務部門計畫藉由生產流程的自動化和生產兩班制的實施來提高產量及品質。

三、公司未來發展策略

- (一)持續改善生產流程，同時提高生產力和生產率。
- (二)持續提升及改善項目管理的能力和生產技術，致力提供客戶完美無瑕的產品和工藝。
- (三)開發新客戶、拓展營運據點，以提高公司市場佔有率及現有客戶的服務範圍。

四、受到外部競爭環境、法規環境及總體經營環境之影響

當總體經濟環境或外部經營條件不穩定時，的確會對全球精品市場造成某程度的影響，然而其影響只是微乎其微。檢視本公司 2013 年度之財務業務，相較於 2012 年度反呈成長之姿，主要是因為本公司的客戶均為全球性知名的精品業者，在總體經濟環境不佳時，高端的精品消費者的消費行為模式不受影響，故知名的精品品牌業績亦不受影響。更甚者，某些品牌反而趁不景氣時大舉擴點或展店，因為在這時可用較平時更合理的租金承租理想中的店面。因此，在客戶大舉展店的同時，也帶來公司業績成長的利基。

隨著精品市場的增長，可以預期可能會吸引更多的競爭者進入這個行業。惟本公司會特別著重公司各方面的運作，進一步提高和改善產品的質量、服務素質、技術和成本控制政策，以加強競爭優勢使公司可以持續領先其他的競爭者。

目前許多知名的精品業者非常關注環保的議題，特別是在歐美國家。本公司也了解到這個受關注的議題，因此已適時檢討和評估公司現有的原、物料供應商；另外本公司在生產過程對環境管理的改善在 2013 年榮獲 ISO14001 環境管理體系標準之認證，以此進一步提高公司的競爭優勢並提升服務精品業客戶的信心水平，期待公司獲利之外也能為環境保護貢獻一份心意。

董事長：蘇聰明



經理人：李聖強



會計主管：蕭愛愛



【附件二】2013 年度審計委員會查核報告書

紅木集團有限公司

審計委員會查核報告書

董事會造具本公司民國一〇二年度合併財務報表，業經勤業眾信聯合會計師事務所李麗鳳、翁博仁會計師查核完竣，並出具查核報告。上述財務報表經本審計委員會審查完竣，認為尚無不符。爰依證券交易法第十四條之四第三項及公開發行公司審計委員會行使職權辦法第五條等相關規定繕具報告書，敬請 鑒核。

此致

紅木集團有限公司

審計委員會召集人 簡敏秋



中 華 民 國 一 〇 三 年 三 月 十 二 日

【附件三】2013 年度決算表冊

會計師查核報告

REDWOOD GROUP LTD 公鑒：

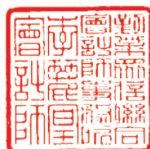
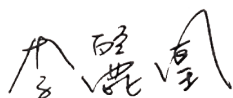
REDWOOD GROUP LTD 及其子公司民國 102 年 12 月 31 日、民國 101 年 12 月 31 日及 1 月 1 日之合併資產負債表，暨民國 102 年及 101 年 1 月 1 日至 12 月 31 日之合併綜合損益表、合併權益變動表及合併現金流量表，業經本會計師查核竣事。上開合併財務報表之編製係管理階層之責任，本會計師之責任則為根據查核結果對上開合併財務報表表示意見。

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

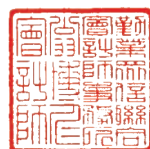
依本會計師之意見，第一段所述合併財務報表在所有重大方面係依照證券發行人財務報告編製準則、經金融監督管理委員會認可之國際財務報導準則、國際會計準則、解釋及解釋公告編製，足以允當表達 REDWOOD GROUP LTD 及其子公司民國 102 年 12 月 31 日、民國 101 年 12 月 31 日及 1 月 1 日之合併財務狀況，暨民國 102 年及 101 年 1 月 1 日至 12 月 31 日之合併財務績效及合併現金流量。

勤業眾信聯合會計師事務所

會計師 李麗鳳



會計師 翁博仁



財政部證券暨期貨管理委員會核准文號
台財證六字第 0930128050 號

行政院金融監督管理委員會核准文號
金管證審字第 1010028123 號

中 華 民 國 103 年 3 月 12 日

民國 102 年 12 月 31 日、101 年 12 月 31 日及 1 月 1 日

單位：新台幣仟元

代 碼	資 產	102年12月31日		101年12月31日		101年1月1日	
		金 額	%	金 額	%	金 額	%
	流動資產						
1100	現金及約當現金 (附註六)	\$ 259,933	16	\$ 128,389	11	\$ 290,311	22
1170	應收帳款淨額 (附註八)	484,504	30	395,273	32	342,465	26
1200	其他應收款 (附註八及二五)	317	-	1,391	-	-	-
1310	存貨 (附註十)	118,446	7	108,889	9	86,779	7
1220	當期所得稅資產	7,128	-	6,036	1	3,621	-
1410	預付款項 (附註十二及二五)	47,220	3	25,011	2	34,384	3
1190	應收建造合約款 (附註九)	143,381	9	25,906	2	38,290	3
1470	其他流動資產 (附註十二)	9,003	-	2,030	-	3,571	-
11XX	流動資產總計	<u>1,069,932</u>	<u>65</u>	<u>692,925</u>	<u>57</u>	<u>799,421</u>	<u>61</u>
	非流動資產						
1600	不動產、廠房及設備 (附註十一、二五及二六)	542,266	33	512,656	42	491,590	37
1840	遞延所得稅資產	48	-	-	-	717	-
1915	預付設備款 (附註十二)	17,567	1	13,544	1	10,756	1
1920	存出保證金 (附註十二)	6,683	1	3,675	-	8,022	1
1980	其他金融資產—非流動 (附註十二及二六)	-	-	477	-	477	-
15XX	非流動資產總計	<u>566,564</u>	<u>35</u>	<u>530,352</u>	<u>43</u>	<u>511,562</u>	<u>39</u>
1XXX	資 產 總 計	<u>\$ 1,636,496</u>	<u>100</u>	<u>\$ 1,223,277</u>	<u>100</u>	<u>\$ 1,310,983</u>	<u>100</u>
	負債及權益						
	流動負債						
2100	短期借款 (附註十三)	\$ 1,191	-	\$ 3,164	-	\$ 14,677	1
2170	應付帳款 (附註十四及二五)	133,240	8	95,502	8	112,112	8
2190	應付建造合約款 (附註九)	131,746	8	22,783	2	84,112	6
2200	其他應付款 (附註十五及二五)	157,103	10	120,433	10	114,731	9
2230	當期所得稅負債	53,780	3	21,608	2	34,366	3
2320	一年或一營業週期內到期長期負債 (附註十三)	49,486	3	35,262	3	46,811	4
2399	其他流動負債—其他 (附註十五)	68,300	4	6,722	-	1,724	-
21XX	流動負債總計	<u>594,846</u>	<u>36</u>	<u>305,474</u>	<u>25</u>	<u>408,533</u>	<u>31</u>
	非流動負債						
2540	長期借款 (附註十三)	164,033	10	119,342	10	147,642	11
2570	遞延所得稅負債	23,297	2	20,607	2	14,156	1
2610	長期應付票據及款項 (附註十三)	1,973	-	5,038	-	18,184	2
25XX	非流動負債總計	<u>189,303</u>	<u>12</u>	<u>144,987</u>	<u>12</u>	<u>179,982</u>	<u>14</u>
2XXX	負債總計	<u>784,149</u>	<u>48</u>	<u>450,461</u>	<u>37</u>	<u>588,515</u>	<u>45</u>
	歸屬於本公司業主之權益 (附註十七)						
	股本						
3110	普通股	420,000	26	420,000	34	400,000	30
3200	資本公積	155,457	9	155,457	13	155,457	12
	保留盈餘						
3320	特別盈餘公積	16,145	1	7,650	1	-	-
3350	未分配盈餘	283,715	17	187,947	15	169,067	13
3300	保留盈餘總計	<u>299,860</u>	<u>18</u>	<u>195,597</u>	<u>16</u>	<u>169,067</u>	<u>13</u>
	其他權益						
3410	國外營運機構財務報表換算之兌換差額	(22,970)	(1)	1,762	-	(2,056)	-
3XXX	權益總計	<u>852,347</u>	<u>52</u>	<u>772,816</u>	<u>63</u>	<u>722,468</u>	<u>55</u>
	負債與權益總計	<u>\$ 1,636,496</u>	<u>100</u>	<u>\$ 1,223,277</u>	<u>100</u>	<u>\$ 1,310,983</u>	<u>100</u>

後附之附註係本合併財務報告之一部分。

董事長：蘇聰明



經理人：李聖強



會計主管：蕭愛愛



REDWOOD 及其子公司

合併綜合損益表

民國 102 年及 101 年 1 月 1 日起至 12 月 31 日

單位：新台幣仟元，惟
每股盈餘為元



代 碼		102年度		101年度	
		金 額	%	金 額	%
	營業收入(附註十八及二五)				
4520	工程收入	\$1,863,288	100	\$1,637,808	100
	營業成本(附註十九及二五)				
5520	工程成本	(1,246,855)	(67)	(1,116,000)	(68)
5900	營業毛利	<u>616,433</u>	<u>33</u>	<u>521,808</u>	<u>32</u>
	營業費用(附註十九及二五)				
6100	推銷費用	(13,057)	(1)	(14,910)	(1)
6200	管理費用	(317,770)	(17)	(301,881)	(18)
6000	營業費用合計	(330,827)	(18)	(316,791)	(19)
6900	營業淨利	<u>285,606</u>	<u>15</u>	<u>205,017</u>	<u>13</u>
	營業外收入及支出(附註十 九及二五)				
7010	其他收入	7,233	-	6,304	-
7020	其他利益及損失	8,291	-	(5,655)	-
7050	財務成本	(10,033)	-	(10,768)	(1)
7000	營業外收入及支出 合計	<u>5,491</u>	<u>-</u>	<u>(10,119)</u>	<u>(1)</u>
7900	稅前淨利	291,097	15	194,898	12
7950	所得稅費用(附註二十)	(60,834)	(3)	(28,368)	(2)
8200	本期淨利	<u>230,263</u>	<u>12</u>	<u>166,530</u>	<u>10</u>

(接次頁)

(承前頁)

代 碼		102年度		101年度	
		金 額	%	金 額	%
	其他綜合損益				
8310	國外營運機構財務報表 換算之兌換差額	(\$ 24,732)	(1)	\$ 3,818	-
8300	其他綜合損益(淨 額)合計	(24,732)	(1)	3,818	-
8500	本期綜合損益總額	\$ 205,531	11	\$ 170,348	10
	淨利歸屬於：				
8610	本公司業主	\$ 230,263	12	\$ 166,530	10
	綜合損益總額歸屬於：				
8710	本公司業主	\$ 205,531	11	\$ 170,348	10
	每股盈餘(附註二一) 來自繼續營業單位				
9710	基 本	\$ 5.48		\$ 3.97	
9810	稀 釋	\$ 5.48		\$ 3.96	

後附之附註係本合併財務報告之一部分。

董事長：蘇聰明  經理人：李聖強  會計主管：蕭愛愛 

REDWOOD SYSTEMS INC. 其子公司

民國 102 年及 103 年 12 月 31 日

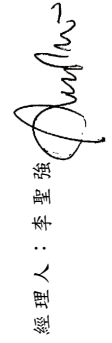
單位：新台幣仟元

代碼	歸 屬 於 本 公 司 業 主 之 權 益				其 他 權 益	權 益 總 額
	股	本 資 本 公 積	保 留 盈 餘	未 分 配 盈 餘		
A1	101 年 1 月 1 日 餘 額	\$ 400,000	\$ 155,457	\$ -	\$ 169,067	\$ 722,468
B3	100 年度盈餘分配	-	-	7,650	(7,650)	-
B5	特別盈餘公積	-	-	-	(120,000)	(120,000)
B9	本公司股東現金股利	20,000	-	-	(20,000)	-
D1	本公司股東股票股利	-	-	-	166,530	166,530
D3	101 年度淨利	-	-	-	-	-
D5	101 年度稅後其他綜合損益	-	-	-	3,818	3,818
Z1	101 年度綜合損益總額	-	-	-	3,818	170,348
B3	101 年 12 月 31 日 餘 額	420,000	155,457	7,650	187,947	772,816
B5	101 年度盈餘分配	-	-	8,495	(8,495)	-
D1	特別盈餘公積	-	-	-	(126,000)	(126,000)
D3	本公司股東現金股利	-	-	-	230,263	230,263
D5	102 年度淨利	-	-	-	-	-
Z1	102 年度稅後其他綜合損益	-	-	-	(24,732)	(24,732)
D5	102 年度綜合損益總額	-	-	-	(24,732)	205,531
Z1	102 年 12 月 31 日 餘 額	\$ 420,000	\$ 155,457	\$ 16,145	\$ 283,715	\$ 852,347

後附之附註係本合併財務報告之一部分。



董事長：蘇聰明



會計主管：蕭愛愛



REDWOOD 及其子公司

合併 量 表

民國 102 年及 101 年 1 月 1 日至 12 月 31 日

單位：新台幣仟元




代 碼		102年度	101年度
	營業活動之現金流量		
A10000	本期稅前淨利	\$ 291,097	\$ 194,898
A20010	不影響現金流量之收益費損項目		
A20100	折舊費用	53,939	40,628
A20300	呆帳費用	4,562	942
A20900	利息費用	10,333	10,768
A21200	利息收入	(2,178)	(1,153)
A24100	外幣兌換損失(利益)	(48,115)	(13,918)
A23800	存貨跌價及呆滯回升利益	(2,316)	(307)
A22500	處分及報廢不動產、廠房及設備(利益)損失	(1,959)	886
A30000	與營業活動相關之資產/負債變動數		
A31150	應收帳款增加	(93,772)	(53,828)
A31180	其他應收款(增加)減少	1,074	(1,391)
A31170	應收建造合約款(增加)減少	(117,475)	12,384
A31200	存貨增加	(6,989)	(22,742)
A31230	預付款項增加	(22,209)	9,373
A31250	其他金融資產—非流動減少	477	-
A31240	其他流動資產(增加)減少	(6,973)	1,541
A32150	應付帳款增加(減少)	37,738	(16,610)
A32180	其他應付款項增加(減少)	36,670	5,702
A32170	應付建造合約款增加	108,963	(61,329)
A32230	其他流動負債(減少)增加	61,578	4,998
A33000	營運產生之現金流入	304,445	110,842
A33300	支付之利息	(10,333)	(10,768)
A33500	支付之所得稅	(27,112)	(36,373)
AAAA	營業活動之淨現金流入	267,000	63,701

(接次頁)

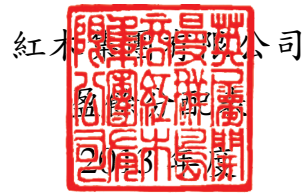
(承前頁)

代 碼		102年度	101年度
	投資活動之現金流量		
B02700	取得不動產、廠房及設備	(\$ 69,288)	(\$ 52,632)
B02800	處分不動產、廠房及設備	7,758	413
B03700	存出保證金減少(增加)	(3,008)	4,347
B07500	收取之利息	<u>2,178</u>	<u>1,153</u>
BBBB	投資活動之淨現金流出	<u>(62,360)</u>	<u>(46,719)</u>
	籌資活動之現金流量		
C00200	短期借款增加(減少)	(1,973)	(11,513)
C01600	舉借長期借款	55,850	-
C01700	償還長期借款	-	(52,995)
C04500	發放現金股利	<u>(126,000)</u>	<u>(120,000)</u>
CCCC	籌資活動之淨現金流出	<u>(72,123)</u>	<u>(184,508)</u>
DDDD	匯率變動對現金及約當現金之影響	<u>(973)</u>	<u>5,604</u>
EEEE	本期現金及約當現金增加(減少)數	131,544	(161,922)
E00100	期初現金及約當現金餘額	<u>128,389</u>	<u>290,311</u>
E00200	期末現金及約當現金餘額	<u>\$ 259,933</u>	<u>\$ 128,389</u>

後附之附註係本合併財務報告之一部分。

董事長：蘇聰明  經理人：李聖強  會計主管：蕭愛愛 



【附件四】2013 年度盈餘分配表



單位：新台幣元

項 目	金 額	
	小 計	合 計
期初未分配盈餘		\$44,710,401
加：採用 TIFRS 調整數	8,739,712	
調整後期初未分配盈餘		53,450,113
加：本年度稅後淨利	230,263,683	
減：提列特別盈餘公積(國外 營運機構財務報表換算 差額負數)	(22,970,278)	207,293,405
可供分配盈餘		260,743,518
分配項目：		
股東紅利-現金 3.5(元/股)		(161,000,000)
股東紅利-股票 0.5(元/股)		(23,000,000)
期末未分配盈餘		\$76,743,518

註：本期配發董事酬勞現金新台幣 4,670,053 元，員工紅利現金新台幣 494,500 元。

董事長：蘇聰明  經理人：李聖強  會計主管：蕭愛愛 

【附件五】「取得或處分資產處理程序」修訂對照表

Redwood Group Ltd
取得或處分資產處理程序
修訂對照表

修正後	修正前	修正原因
<p>第三條：資產範圍</p> <p>二、<u>不動產(含土地、房屋及建築、投資性不動產、土地使用權)及設備。</u></p>	<p>第三條：資產範圍</p> <p>二、不動產及其他固定資產。</p>	<p>配合採用國際財務報導準則，將土地、房屋及建築、投資性不動產列入不動產定義範圍。</p>
<p>第四條：名詞定義</p> <p>二、依法律合併、分割、收購或股份受讓而取得或處分之資產：指依企業併購法、金融控股公司法、金融機構合併法或其他法律進行合併、分割或收購而取得或處分之資產，或依公司法第一百五十六條第八項規定發行新股受讓他公司股份(以下簡稱股份受讓)者。</p> <p>三、<u>關係人、子公司：應依證券發行人財務報告編製準則規定認定之。</u></p> <p>四、<u>專業估價者：指不動產估價師或其他依法律得從事不動產、設備估價業務者。</u></p> <p>五、<u>事實發生日：指交易簽約日、付款日、委託成交日、過戶日、董事會決議日或其他足資確定交易對象及交易金額之日等日期孰前者。但屬需經主管機關核准之投資者，以上開日期</u></p>	<p>第四條：名詞定義</p> <p>二、依法律合併、分割、收購或股份受讓而取得或處分之資產：指依企業併購法、金融控股公司法、金融機構合併法或其他法律進行合併、分割或收購而取得或處分之資產，或依公司法第一百五十六條第六項規定發行新股受讓他公司股份(以下簡稱股份受讓)者。</p> <p>三、<u>關係人：指依財團法人中華民國會計研究發展基金會(以下簡稱會計研究發展基金會)所發布之財務會計準則公報第六號所規定者。</u></p> <p>四、<u>子公司：指依會計研究發展基金會發布之財務會計準則公報第五號及第七號所規定者。</u></p> <p>五、<u>專業估價者：指不動產估價師或其他依法律得從事不動產、其他固定資產估價業務者。</u></p> <p>六、<u>事實發生日：指交易簽約日、付款日、委託成交日、過戶日、董事會決議日或其他足資確定交易對象及交易金額之日等日期孰前者。但屬需經主管機關核准之投資者，以上開日期</u></p>	<p>一、配合公司法第一百五十六條項次之修正，酌作文字調整。</p> <p>二、按公開發行公司適用國際財務報導準則係採分階段方式逐步導入，證券發行人財務報告採國際財務報導準則編製者，有關關係人及子公司之認定，應依本會認可之國際會計準則相關公報認定之；並規範公開發行公司應就所適用之證券發行人財務報告編製準則之規定，認定關係人及子公司之定義；另配合國際財務報導準則修正部份文字。</p>

<p>或接獲主管機關核准之日孰前者為準。</p> <p>六、所稱「最近期財務報表」係指公司於取得或處分資產前依法公開經會計師查核簽證或核閱之財務報表。</p>	<p>或接獲主管機關核准之日孰前者為準。</p> <p>七、所稱「最近期財務報表」係指公司於取得或處分資產前依法公開經會計師查核簽證或核閱之財務報表。</p>	
<p>第七條：取得或處分不動產或設備之處理程序</p> <p>一、評估及作業程序</p> <p>本公司取得或處分不動產及設備，悉依本公司內部控制制度固定資產循環程序或核決權限表辦理。</p> <p>二、交易條件及授權額度之決定程序</p> <p>(一)取得或處分不動產及設備，應參考公告現值、評定價值、鄰近不動產實際交易價格等，決議交易條件及交易價格，作成分析報告提報董事長，其交易金額在實收資本額百分之二十或新台幣壹億元(含)以下孰低者，依授權辦法呈至董事長核准；超過實收資本額百分之二十或新台幣壹億元(孰低)者，須提經董事會通過後始得為之。</p> <p>(二)取得或處分設備，應以詢價、比價、議價或招標方式擇一為之，其金額在新台幣伍仟萬元(含)以下者，依核決權限表呈至董事長核准；金額超過新台幣伍仟萬元者，須提經董事會通過後始得為之。</p>	<p>第七條：取得或處分不動產或固定資產之處理程序</p> <p>一、評估及作業程序</p> <p>本公司取得或處分不動產及固定資產，悉依本公司內部控制制度固定資產循環程序或核決權限表辦理。</p> <p>二、交易條件及授權額度之決定程序</p> <p>(一)取得或處分不動產，應參考公告現值、評定價值、鄰近不動產實際交易價格等，決議交易條件及交易價格，作成分析報告提報董事長，其交易金額在實收資本額百分之二十或新台幣壹億元(含)以下孰低者，依授權辦法呈至董事長核准；超過實收資本額百分之二十或新台幣壹億元(孰低)者，須提經董事會通過後始得為之。</p> <p>(二)取得或處分固定資產，應以詢價、比價、議價或招標方式擇一為之，其金額在新台幣伍仟萬元(含)以下者，依核決權限表呈至董事長核准；金額超過新台幣伍仟萬元者，須提經董事會通過後始得為之。</p>	<p>一、配合採用國際財務報導準則，修正有關其他固定資產及供營業使用機器設備之文字。</p>

三、執行單位

本公司取得或處分不動產或設備時，應依前項核決權限呈核決後，由使用部門及管理部負責執行。

四、不動產或設備估價報告

本公司取得或處分不動產或設備，除與政府機構交易、自地委建、租地委建，或取得、處分供營業使用之設備外，交易金額達公司實收資本額百分之二十或新台幣三億元以上者，應於事實發生日前先取得專業估價者出具之估價報告，並符合下列規定：

- (一)因特殊原因須以限定價格、特定價格或特殊價格作為交易價格之參考依據時，該項交易應先提經董事會決議通過，未來交易條件變更者，亦應比照上開程序辦理。
- (二)交易金額達新台幣十億元以上者，應請二家以上之專業估價者估價。
- (三)專業估價者之估價結果有下列情形之一，除取得資產之估價結果均高於交易金額，或處分資產之估價結果均低於交易金額外，應洽請會計師依財團法人中華民國會計研究發展基金會（以下簡稱會計研究發展基金會）所發布之審計準則公報第二十號規定辦理，並對差異原因及交易價格之允當性表示具體意

三、執行單位

本公司取得或處分不動產或其他固定資產時，應依前項核決權限呈核決後，由使用部門及管理部負責執行。

四、不動產或其他固定資產估價報告

本公司取得或處分不動產或其他固定資產，除與政府機構交易、自地委建、租地委建，或取得、處分供營業使用之機器設備外，交易金額達公司實收資本額百分之二十或新台幣三億元以上者，應於事實發生日前先取得專業估價者出具之估價報告，並符合下列規定：

- (一)因特殊原因須以限定價格、特定價格或特殊價格作為交易價格之參考依據時，該項交易應先提經董事會決議通過，未來交易條件變更者，亦應比照上開程序辦理。
- (二)交易金額達新台幣十億元以上者，應請二家以上之專業估價者估價。
- (三)專業估價者之估價結果有下列情形之一，除取得資產之估價結果均高於交易金額，或處分資產之估價結果均低於交易金額外，應洽請會計師依會計研究發展基金會所發布之審計準則公報第二十號規定辦理，並對差異原因及交易價格之允當性表示具體意見：

<p>見：</p> <ol style="list-style-type: none"> 1. 估價結果與交易金額差距達交易金額之百分之二十以上者。 2. 二家以上專業估價者之估價結果差距達交易金額百分之十以上。 	<ol style="list-style-type: none"> 1. 估價結果與交易金額差距達交易金額之百分之二十以上者。 2. 二家以上專業估價者之估價結果差距達交易金額百分之十以上。 	
<p>第八條：取得或處分有價證券投資處理程序</p> <p>四、取得專家意見</p> <p>(一)本公司取得或處分有價證券交易金額達公司實收資本額百分之二十或新臺幣三億元以上者，應於事實發生日前洽請會計師就交易價格之合理性表示意見，會計師若需採用專家報告者，應依會計研究發展基金會所發布之審計準則公報第二十號規定辦理。但該有價證券具活絡市場之公開報價或金融監督管理委員會(以下簡稱金管會)另有規定者，不在此限。</p>	<p>第八條：取得或處分有價證券投資處理程序</p> <p>四、取得專家意見</p> <p>(一)本公司取得或處分有價證券交易金額達公司實收資本額百分之二十或新臺幣三億元以上者，應於事實發生日前洽請會計師就交易價格之合理性表示意見，會計師若需採用專家報告者，應依會計研究發展基金會所發布之審計準則公報第二十號規定辦理。但該有價證券具活絡市場之公開報價或<u>行政院金融監督管理委員會</u>(以下簡稱金管會)另有規定者，不在此限。</p>	<p>行政院金融監督管理委員會自一百零一年七月一日起改制為金融監督管理委員會，爰修正部份文字。</p>
<p>第九條：關係人交易之處理程序</p> <p>一、評估及作業程序</p> <p>(一)本公司與關係人取得或處分資產，除應依第七條、第八條及第十條處理程序辦理外，尚應依本條規定辦理相關決議程序及評估交易條件合理性等事項。若交易金額達公司實收資本額<u>百分之二十</u>、<u>總資產百分之十</u>或<u>新台幣三億元</u>以上者，亦應依前述第七條及第八條規定取得專業估價者出</p>	<p>第九條：關係人交易之處理程序</p> <p>一、評估及作業程序</p> <p>(一)本公司與關係人取得或處分資產，除應依第七條、第八條及第十條處理程序辦理外，尚應依本條規定辦理相關決議程序及評估交易條件合理性等事項。若交易金額達公司總資產百分之十以上者，亦應依前述第七條及第八條規定取得專業估價者出具之估價報告或會計師意見。</p>	<p>一、公開發行公司向關係人買賣公債、附買回、賣回條件之債券、申購、贖回國內貨幣市場基金，因風險性偏低，得依規定免予公告，為衡平考量，爰修正規範前開事項得免檢具資料提交董事會通過及監察人承認，而依公司所定處理程序之</p>

具之估價報告及請會計師就差異原因及交易價格之允性表示具體意見，且應由董事會三分之二以上董事出席，出席董事過半數之同意。

(二)本公司向關係人取得或處分不動產，或與關係人取得或處分不動產外之其他資產且交易金額達公司實收資本額百分之二十、總資產百分之十或新臺幣三億元以上者，除買賣公債、附買回、賣回條件之債券、申購或贖回國內貨幣市場基金外，應將下列資料，提交董事會通過後，始得簽訂交易契約及支付款項：

1. 取得或處分資產之目的、必要性及預計效益。
2. 選定關係人為交易對象之原因。
3. 向關係人取得不動產，依本條第三項第(一)款及(四)款規定評估預定交易條件合理性之相關資料。
4. 關係人原取得日期及價格、交易對象及其與公司和關係人之關係等事項。
5. 預計訂約月份開始之未來一年各月份現金收支預測表，並評估交易之必要性及資金運用之合理性。
6. 依前條規定取得之專業估價者出具之估價報告，或會計師意見。

(二)本公司向關係人取得或處分不動產，或與關係人取得或處分不動產外之其他資產且交易金額達公司實收資本額百分之二十、總資產百分之十或新臺幣三億元以上者，應將下列資料，提交董事會通過後，始得簽訂交易契約及支付款項：

1. 取得或處分資產之目的、必要性及預計效益。
2. 選定關係人為交易對象之原因。
3. 向關係人取得不動產，依本條第三項第(一)款及(四)款規定評估預定交易條件合理性之相關資料。
4. 關係人原取得日期及價格、交易對象及其與公司和關係人之關係等事項。
5. 預計訂約月份開始之未來一年各月份現金收支預測表，並評估交易之必要性及資金運用之合理性。
6. 依前條規定取得之專業估價者出具之估價報告，或會計師意見。

核決權限辦理。

- 二、配合我國採用國際財務報導準則，修正有關供營業使用機器設備之文字。
- 三、考量自地委建或租地委建等委請關係人興建不動產事宜者，性質與合建契約類似，爰修正明定公司以自有土地或租用素地委請關係人興建不動產，而取得不動產者，不適用有關向關係人取得不動產應評估交易成本合理性之規定。

7. 本次交易之限制條件及其他重要約定事項。

8. 委請會計師對關係企業交易是否符合一般商業條件及是否不損害本公司及少數股東的利益所出具之意見。

前述交易金額之計算，應依第十四條第一項第五款規定辦理，且所稱一年內係以本次交易事實發生之日為基準，往前追溯推算一年，已依規定提交董事會通過部份免再計入。

本公司與子公司間，取得或處分供營業使用之設備，董事會得授權董事長在一定額度內先行決行，事後再提報最近期之董事會追認。

二、交易成本之合理性評估

(三) 本公司向關係人取得不動產，依本條第二項第(一)款及第(二)款規定評估不動產成本，並取得專業估價者出具之估價報告，亦應洽請會計師複核及表示具體意見。

(五) 本公司向關係人取得不動產，如經按本條第二項第(一)、(二)款規定評估結果均較交易價格為低者，應辦理下列事項：

1. 本公司應就不動產交易價格與評估成本間之差額，依證券交易法第四十一條第一項規定提列特別盈餘公積，不得予以分派或轉增資配股。
2. 獨立董事應依公司法第二百十八條規定辦理。
3. 應將本條第二項第

7. 本次交易之限制條件及其他重要約定事項。

前述交易金額之計算，應依第十四條第一項第五款規定辦理，且所稱一年內係以本次交易事實發生之日為基準，往前追溯推算一年，已依規定提交董事會通過部份免再計入。

本公司與子公司間，取得或處分供營業使用之機器設備，董事會得授權董事長在一定額度內先行決行，事後再提報最近期之董事會追認。

二、交易成本之合理性評估

(三) 本公司向關係人取得不動產，依本條第二項第(一)款及第(二)款規定評估不動產成本，並應洽請會計師複核及表示具體意見。

(五) 本公司向關係人取得不動產，如經按本條第二項第(一)、(二)款規定評估結果均較交易價格為低者，應辦理下列事項：

1. 本公司應就不動產交易價格與評估成本間之差額，依證券交易法第四十一條第一項規定提列特別盈餘公積，不得予以分派或轉增資配股。
2. 獨立董事應依公司法第二百十八條規定辦理。
3. 應將本條第二項第

<p>(五)款第1點及第2點處理情形提報股東會，並將交易詳細內容揭露於年報及公開說明書。</p> <p><u>關係人交易有下列情事，經董事會通過後，仍應提股東會決議通過，且關係企業或與關係企業有關之人士不得參與表決：</u></p> <p><u>(1)交易金額與估價金額差異達百分之二十以上者</u></p> <p><u>(2)交易金額、條件對公司營運有重大影響者</u></p> <p><u>(3)重大影響股東權益</u></p> <p><u>(4)其他董事會認為應提股東決議者。</u></p> <p>(六)本公司向關係人取得不動產，有下列情形之一者，應依本條第一項及第二項有關評估及作業程序規定辦理即可，不適用本條第二項(一)、(二)、(三)款有關交易成本合理性之評估規定：</p> <ol style="list-style-type: none"> 1. 關係人係因繼承或贈與而取得不動產。 2. 關係人訂約取得不動產時間距本交易訂約日已逾五年。 3. 與關係人簽訂合建契約，或自地委建、租地委建等委請關係人興建不動產而取得不動產。 	<p>(五)款第1點及第2點處理情形提報股東會，並將交易詳細內容揭露於年報及公開說明書。</p> <p>(六)本公司向關係人取得不動產，有下列情形之一者，應依本條第一項及第二項有關評估及作業程序規定辦理即可，不適用本條第二項(一)、(二)、(三)款有關交易成本合理性之評估規定：</p> <ol style="list-style-type: none"> 1. 關係人係因繼承或贈與而取得不動產。 2. 關係人訂約取得不動產時間距本交易訂約日已逾五年。 3. 與關係人簽訂合建契約而取得不動產。 	
<p>第十條：取得或處分會員證或無形資產之處理程序 三、會員證或無形資產之專家評估意見報告</p>	<p>第十條：取得或處分會員證或無形資產之處理程序 三、會員證或無形資產之專家評估意見報告</p>	<p>考量政府機構出售資產需依相關規定辦理標售或競價，且政府機構辦理招標時，業依相關規定估定標售底價，價格遭</p>

<p>(三)本公司取得或處分會員證或無形資產之交易金額達公司實收資本額百分之二十或新臺幣三億元以上者，<u>除與政府機構交易外</u>，應於事實發生日前洽請會計師就交易價格之合理性表示意見，會計師並應依會計研究發展基金會所發布之審計準則公報第二十號規定辦理。</p>	<p>(三)本公司取得或處分會員證或無形資產之交易金額達公司實收資本額百分之二十或新臺幣三億元以上者，應於事實發生日前洽請會計師就交易價格之合理性表示意見，會計師並應依會計研究發展基金會所發布之審計準則公報第二十號規定辦理。</p>	<p>操縱之可能性較低，又現行公司與政府機構之不動產交易，已無需取具專家意見，故為衡平考量，爰參照規定，明定與政府機構之無形資產等交易，無需委請會計師出具交易價格合理性意見。</p>
<p>第十四條：資訊公開揭露程序</p> <p>一、本公司取得或處分資產，有下列情形者，應按性質依規定格式，於事實發生之即日起算二日內將相關資訊於金管會指定網站辦理公告申報：</p> <p>(一)向關係人取得或處分不動產，或與關係人為取得或處分不動產外之其他資產且交易金額達公司實收資本額百分之二十、總資產百分之十或新臺幣三億元以上。但買賣公債、附買回、賣回條件之債券、<u>申購或贖回國內貨幣市場基金</u>，不在此限。</p> <p>(二)進行合併、分割、收購或股份受讓。</p> <p>(三)從事衍生性商品交易損失達所訂處理程序規定之全部或個別契約損失上限金額。</p> <p>(四)除前三款以外之資產交易、金融機構處分債權或從事大陸地區投資，其交易金額達公司實收資本額百分之二十或新台幣三億元以上者。但下列情形</p>	<p>第十四條：資訊公開揭露程序</p> <p>一、本公司取得或處分資產，有下列情形者，應按性質依規定格式，於事實發生之即日起算二日內將相關資訊於金管會指定網站辦理公告申報：</p> <p>(一)向關係人取得或處分不動產，或與關係人為取得或處分不動產外之其他資產且交易金額達公司實收資本額百分之二十、總資產百分之十或新臺幣三億元以上。但買賣公債或附買回、賣回條件之債券，不在此限。</p> <p>(二)進行合併、分割、收購或股份受讓。</p> <p>(三)從事衍生性商品交易損失達所訂處理程序規定之全部或個別契約損失上限金額。</p> <p>(四)除前三款以外之資產交易、金融機構處分債權或從事大陸地區投資，其交易金額達公司實收資本額百分之二十或新台幣三億元以上者。但下列情形不在</p>	<p>一、查國內貨幣市場基金運用於銀行存款、附買回交易及短期票券之比例極高，特性明顯與股票型基金、債券型基金或其他類型基金不同，復考量公司投資國內貨幣市場基金主係為獲取穩定利息，性質與附買回、賣回條件債券類似，故參照附買回、賣回條件債券之規範，予以納入排除公告之適用範圍，爰修正部份文字。</p> <p>二、鑒於證券商於初級市場取得之有價證券係屬經常性業務行為，且證券商於初級市場取得有價證券後，於次級市場售出時，依現行規範無需辦理</p>

<p>形不在此限：</p> <ol style="list-style-type: none"> 1. 買賣公債。 2. 以投資為專業者，於海內外證券交易所或證券商營業處所為之有價證券買賣，或證券商於初級市場認購及依規定認購之有價證券。 3. 買賣附買回、賣回條件之債券、申購或贖回國內貨幣市場基金。 4. 取得或處分之資產種類屬供營業使用之設備且其交易對象非為關係人，交易金額未達新台幣五億元以上。 	<p>此限：</p> <ol style="list-style-type: none"> 1. 買賣公債。 2. 以投資為專業者，於海內外證券交易所或證券商營業處所為之有價證券買賣。 3. 買賣附買回、賣回條件之債券。 4. 取得或處分之資產種類屬供營業使用之機器設備且其交易對象非為關係人，交易金額未達新台幣五億元以上。 	<p>公告，基於資訊揭露之效益與一致性之考量，爰修正排除證券商於初級市場認購有價證券之公告規定。</p> <p>三、另基於證券商依「財團法人中華民國證券櫃檯買賣中心證券商營業處所買賣興櫃股票審查準則」第八條認購之登錄興櫃股票，或依「中華民國證券商業同業公會證券商承銷或再行銷售有價證券處理辦法」第四條之一規定，因承銷案件先行保留自行認購之有價證券，均係依相關規定取得，較無資訊揭露之實益，爰併予修正明定免予公告。</p> <p>四、配合採用國際財務報導準則，爰修正有關供營業使用機器設備之文字。</p>
<p>本辦法制訂日期：2010.12.30 第一次修訂日期：2011.03.05 第二次修訂日期：2011.08.24 第三次修訂日期：2012.06.18 第四次修訂日期：2014.06.17</p>	<p>本辦法制訂日期：2010.12.30 第一次修訂日期：2011.03.05 第二次修訂日期：2011.08.24 第三次修訂日期：2012.06.18</p>	<p>新增修改日期</p>

【附件六】「資金貸與他人作業程序」修訂對照表

Redwood Group Ltd

資金貸與他人作業程序

修訂對照表

修正後	修正前	說明
<p>第二條：資金貸與對象及資金貸與總額及個別對象之限額</p> <p>二、資金貸與總額及個別對象之限額</p> <p><u>(一) 本公司對直接及間接持有表決權股份百分之百之子、孫公司，有短期融通資金之必要者，個別貸與之金額以不超過本公司最近期財務報表淨值之百分之三十為限。</u></p> <p><u>(二) 本公司直接及間接持有表決權股份百分之百之公司間，從事資金貸與，不受第二項第一款之限制，但資金貸與之總額及個別對象之限額，以不超過本公司最近期財務報表淨值之百分之百為限。</u></p> <p><u>三、本公司及其子公司整體對外得為資金貸與之總額度以不超過合併淨值百分之四十為限，單一保證對象以不超過合併淨值百分之二十為限。</u></p>	<p>第二條：資金貸與對象及資金貸與總額及個別對象之限額</p> <p>二、資金貸與總額及個別對象之限額</p> <p>本公司資金貸與他人之總額不得超過本公司最近期經會計師查核簽證或核閱之財務報表淨值之百分之四十。對每一借款人之限額依其貸與原因分別訂定如下。</p> <p>(一)與本公司有業務往來之公司或行號，個別貸與金額以不超過雙方最近一年度業務往來金額（所稱業務往來金額，係指雙方間進貨或銷貨金額孰高者）為限。</p> <p>(二)有短期融通資金之必要之公司或行號，個別貸與之金額以不超過本公司最近期財務報表淨值之百分之二十為限。</p> <p>本公司直接及間接持有表決權股份百分之百之國外公司間，從事資金貸與，不受第二項第一款之限制，但資金貸與之總額及個別對象之限額，以不超過本公司最近期財務報表淨值之百分之百為限。</p>	<p>為加強公司治理及配合實際作業流程需要修改</p>

修正後	修正前	說 明
<p>四、所稱子公司係依證券發行人財務報告編製準則之規定認定之；所稱淨值，係指資產負債表歸屬於母公司業主之權益，並以最近期經會計師查核簽證或核閱之財務報表所載為準。</p>	<p>本公司及其子公司整體對外得為資金貸與之總額度以不超過合併淨值百分之四十為限，單一保證對象以不超過合併淨值百分之二十為限。</p> <p>所稱子公司係依證券發行人財務報告編製準則之規定認定之；所稱淨值，係指資產負債表歸屬於母公司業主之權益，並以最近期經會計師查核簽證或核閱之財務報表所載為準。</p>	
<p>本辦法制定日期：2010年12月30日 第一次修訂日期：2011年3月5日 第二次修訂日期：2011年8月24日 第三次修訂日期：2013年6月14日 第四次修訂日期：2014年6月17日</p>	<p>本辦法制定日期：2010年12月30日 第一次修訂日期：2011年3月5日 第二次修訂日期：2011年8月24日 第三次修訂日期：2013年6月14日</p>	<p>新增修訂日期</p>

【附錄一】 公司章程

**THE COMPANIES LAW (2011 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES**

FOURTH AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

REDWOOD GROUP LTD

紅木集團有限公司

(adopted by a Special Resolution passed on June 18, 2012)

THE COMPANIES LAW (2011 REVISION)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

FOURTH AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION

OF

REDWOOD GROUP LTD

紅木集團有限公司

(adopted by a Special Resolution passed on June 18, 2012)

- 1 The name of the Company is **REDWOOD GROUP LTD** 紅木集團有限公司.
- 2 The Registered Office of the Company shall be at the offices of Maples Corporate Services Limited, PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands, or at such other place within the Cayman Islands as the Board may from time to time decide.
- 3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2011 Revision) or as the same may be revised from time to time, or any other laws of the Cayman Islands.
- 4 The liability of each Member is limited to the amount unpaid on such Member's shares.
- 5 The share capital of the Company is New Taiwan Dollars 800,000,000 divided into 80,000,000 shares of a par value of New Taiwan Dollars 10.00 each.
- 6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.
- 7 Capitalised terms that are not defined in this Memorandum of Association bear the respective meanings given to them in the Articles of Association of the Company.

THE COMPANIES LAW (2011 REVISION)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

FOURHT AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

REDWOOD GROUP LTD

紅木集團有限公司

(adopted by a Special Resolution passed on June 18, 2012)

1 Interpretation

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

"Applicable Public Company Rules"	means the ROC laws, rules and regulations (including, without limitation, the Company Law, the Securities and Exchange Law, the rules and regulations promulgated by the FSC, and the rules and regulations promulgated by the GTSM, as amended from time to time) affecting public companies or companies listed on any ROC stock exchange or securities market that from time to time are required by the relevant regulator as applicable to the Company.
"Articles"	means these articles of association of the Company.
"Audit Committee"	means a committee of the Board, which shall comprise solely of Independent Directors.
"Board"	means the board of directors appointed or elected pursuant to the Articles and acting at a meeting of directors at which there is a quorum in accordance with the Articles.

"Capital Redemption Reserve"	means the reserve established by the Company for the purpose of section 37(4) of the Statute which shall comprise of, inter alia, (i) where Shares are redeemed or purchased wholly out of the Company's profits, the amounts by which the Company's issued share capital is diminished in accordance with section 37(3)(g) of the Statute on cancellation of the Shares redeemed or purchased; (ii) where Shares are redeemed or purchased wholly or partly out of the proceeds of a fresh issue and the aggregate amount of those proceeds is less than the aggregate nominal value of the Shares redeemed or purchased, the amount of such difference, unless section 37(4)(c) of the Statute applies; (iii) where Shares are redeemed or purchased out of capital and the capital payment for Shares redeemed or purchased and cancelled is less than their nominal amount, the amount of such difference, subject to section 37(5)(f) of the Statute; subject to any reduction in accordance with section 37(5)(e) of the Statute and other provisions of the Statute.
"Capital Reserve"	means the premium paid on the issuance of any Share and income from endowments received by the Company.
"Chairman"	means the Director elected amongst all the Directors as the chairman of the Board.
"Company"	means the above named company.
"Directors"	means the directors for the time being of the Company and shall include any and all Independent Director(s).
"Dividend"	means any dividend resolved to be paid on Shares pursuant to the Articles.
"Electronic Record"	has the same meaning as in the Electronic Transactions Law.
"Electronic Transactions Law"	means the Electronic Transactions Law (2003 Revision) of the Cayman Islands.
"FSC"	means the Financial Supervisory Commission of the ROC.
"Gross Negligence"	in relation to a person means a standard of conduct beyond negligence whereby a person acts with reckless disregard for the consequences of his action or inaction.
"GTSM"	means the GreTai Securities Market.
"Independent Directors"	means the Directors who are elected as "Independent Directors" for the purpose of the Applicable Public Company Rules.
"Market Observation Post System"	means the public company reporting system maintained by the Taiwan Stock Exchange Corporation.
"Member"	has the same meaning as in the Statute.

"Memorandum"	means the memorandum of association of the Company.
"Merger"	means a transaction whereby: <p>(a) (i) all of the companies participating in such transaction are combined into a new company, which new company generally assumes all rights and obligations of the combined companies; or (ii) all of the companies participating in such transaction are merged into one of such companies as the surviving company, and the surviving company generally assumes all rights and obligations of the merged companies, and in each case the consideration for the transaction being the shares of the surviving or consolidated company or any other company, cash or other assets; or</p> <p>(b) other forms of mergers and acquisitions which fall within the definition of "merger and/or consolidation" under the Applicable Public Company Rules.</p>
"Ordinary Resolution"	means a resolution passed by a simple majority of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting. In computing the majority when a poll is demanded regard shall be had to the number of votes to which each Member is entitled by the Articles.
"Preferred Shares"	has the meaning given thereto in Article 3.
"Private Placement"	has the meaning given thereto in Article 12.6;
"Register of Members"	means the register of members maintained in accordance with the Statute and (if the Company is listed on the GTSM) the Applicable Public Company Rules.
"Registered Office"	means the registered office for the time being of the Company.
"Restricted Shares"	has the meaning given thereto in Article 2.5;
"ROC"	means Taiwan, the Republic of China.
"Seal"	means the common seal of the Company and includes every duplicate seal.
"Share"	means a share in the Company.
"Special Resolution"	subject to the Statute, means a resolution passed by a majority of at least two-thirds of the votes cast by such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a Special Resolution has been duly given.
"Statute"	means the Companies Law (2011 Revision) of the Cayman Islands and every modification, re-enactment or revision

thereof for the time being in force.

- "Subsidiary"** means, with respect to any company, (i) the entity, more than one half of whose total number of the outstanding voting shares or the total amount of the capital stock are directly or indirectly held by such company; (ii) the entity that such company has a direct or indirect control over its personnel, financial or business operation; (iii) the entity, one half or more of whose executive shareholders or board directors are concurrently acting as the executive shareholders or board directors of such company; and (iv) the entity, one half or more of whose total number of outstanding voting shares or the total amount of the capital stock are held by the same shareholder(s) of such company.
- "Supermajority Resolution"** means a resolution passed by a majority vote of the Members at a general meeting attended by Members who represent two-thirds or more of the total outstanding Shares or, if the total number of Shares represented by the Members present at the general meeting is less than two-thirds of the total outstanding Shares, but more than one half of the total outstanding Shares, means instead, a resolution passed by two-thirds or more of votes cast by the Members present at such general meeting.
- "TDCC"** means the Taiwan Depository & Clearing Corporation.
- "Treasury Shares"** has the meaning given thereto in Article 36.1.

1.2 In the Articles:

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing the masculine gender include the feminine gender;
- (c) words importing persons include corporations as well as any other legal or natural person;
- (d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
- (e) "shall" shall be construed as imperative and "may" shall be construed as permissive;
- (f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;
- (g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (h) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or"

in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);

- (i) headings are inserted for reference only and shall be ignored in construing the Articles;
- (j) Section 8 of the Electronic Transactions Law shall not apply; and
- (k) the term "holder" in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share.

2 Issue of Shares

- 2.1 Subject to Article 3.1 and other provisions, if any, in the Memorandum and these Articles and without prejudice to any rights attached to any existing Shares, the Board may allot, issue, grant options over or otherwise dispose of Shares with or without preferred, deferred or other rights or restrictions, whether in regard to Dividend or other distribution, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights; provided that no Share shall be issued at a discount except in accordance with the Statute.
- 2.2 The issue of new Shares shall be approved by a majority of the Directors at a meeting attended by two-thirds or more of the total number of the Directors and shall at all times be subject to the sufficiency of the authorised share capital of the Company.
- 2.3 Where the Company increases its issued share capital by issuing new Shares for cash consideration in the ROC, the Company shall allocate 10% of the total amount of the new Shares to be issued, for public offering in the ROC, unless it is deemed as either unnecessary or inappropriate by the FSC or GTSM for the Company to conduct the aforementioned public offering. Any percentage higher than the aforementioned 10% as resolved by a general meeting for public offering in the ROC shall prevail. The Company may also reserve up to 15% of the total amount of such newly issued Shares for subscription by the employees of the Company and its Subsidiaries.
- 2.4 Unless otherwise resolved by the Members at a general meeting by Ordinary Resolution, where the Company increases its issued share capital by issuing new Shares for cash consideration, the Company shall make a public announcement and notify each Member that he is entitled to exercise a pre-emptive right to purchase his pro rata portion of the remaining new Shares (after allocation of the public offering portion and the employee subscription portion in Article 2.3) issued in the capital increase for cash consideration. The Company shall state in such announcement and notices to the Members that if any Member fails to subscribe his pro rata portion of such remaining newly-issued Shares within the prescribed period, such Member shall be deemed to forfeit his pre-emptive right to subscribe such newly-issued Shares. In the event that the number of Shares held by a Member is insufficient for such Member to exercise the pre-emptive right to subscribe one newly-issued Share, Shares held by several Members may be calculated together for joint subscription of newly-issued Shares or for subscription of newly-issued Shares in the name of a single Member in such manner as is consistent with the Applicable Public Company Rules. If the total number of the new Shares to be issued has not been fully subscribed by the Members within the prescribed period, the Company may consolidate such Shares into the public offering tranche or offer

any un-subscribed new Shares to a specific person or persons in such manner as is consistent with the Applicable Public Company Rules.

- 2.5 Subject to the provisions of the Statute, the Company may issue new Shares with restricted rights ("**Restricted Shares**") to employees of the Company and its Subsidiaries with the sanction of a Supermajority Resolution; provided that Article 2.3 hereof shall not apply in respect of the issue of such Shares. For so long as the Shares are listed on the GTSM, the terms of issue of Restricted Shares, including but not limited to the number of Restricted Shares so issued, issue price of Restricted Shares and other related matters shall be in accordance with the Applicable Public Company Rules.
- 2.6 The pre-emptive right of Members under Article 2.4 shall not apply in the event that new Shares are issued due to the following reasons or for the following purposes:
- (a) in connection with a Merger, or pursuant to any reorganization of the Company;
 - (b) in connection with meeting the Company's obligations under share subscription warrants and/or options, including those rendered in Articles 2.8 and 2.10 hereof;
 - (c) in connection with the issue of Restricted Shares in accordance with Article 2.5 hererof;
 - (d) in connection with meeting the Company's obligations under convertible bonds or corporate bonds vested with rights to acquire Shares;
 - (e) in connection with meeting the Company's obligations under Preferred Shares vested with rights to acquire Shares; or
 - (f) in connection with Private Placement.
- 2.7 The Company shall not issue any unpaid Shares or partly paid-up Shares.
- 2.8 Notwithstanding Article 2.5 hereof, the Company may, upon approval by a majority of the Directors at a meeting attended by two-thirds or more of the total number of the Directors, adopt one or more incentive programmes and may issue Shares or options, warrants or other similar instruments, to employees of the Company and its Subsidiaries.
- 2.9 Options, warrants or other similar instruments issued in accordance with Article 2.8 above are not transferable save by inheritance.
- 2.10 The Company may enter into agreements with employees of the Company and the employees of its Subsidiaries in relation to the incentive programme approved pursuant to Article 2.8 above, whereby employees may subscribe for, within a specific period, a specific number of the Shares. The terms and conditions of such agreements shall be no less restrictive on relevant employee than the terms specified in the applicable incentive programme.
- 2.11 Shares may not be issued in bearer form.

3 Preferred Shares

- 3.1 Notwithstanding any provisions of these Articles, the Company may by Special Resolution create Shares of any class with preferred or other special rights ("**Preferred Shares**"), the rights and obligations of which shall be set forth in these Articles.
- 3.2 The rights and obligations of Preferred Shares may include (but not limited to) the following terms and shall be consistent with the Applicable Public Company Rules:
- (a) the order of priority and fixed amount or fixed ratio of allocation of dividends and bonus on Preferred Shares;
 - (b) the order of priority and fixed amount or fixed ratio of allocation of surplus assets of the Company;
 - (c) the order of priority for or restriction on the voting right(s) (including declaring no voting rights whatsoever) of the Members holding the Preferred Shares;
 - (d) the method by which the Company is authorized or compelled to redeem the Preferred Shares, or a statement that redemption rights shall not apply; and
 - (e) other matters concerning rights and obligations incidental to Preferred Shares.

4 Register of Members

- (a) For so long as Shares are traded on the GTSM, the Board shall cause to be kept a Register of Members which may be kept outside the Cayman Islands at such place as the Board shall appoint and which shall be maintained in accordance with the Statute and the Applicable Public Company Rules.
- (b) In the event that the Company has Shares that are not traded on the GTSM, the Company shall also cause to be kept a register of such Shares in accordance with Section 40 of the Statute.
- (c) Title to Shares traded on the GTSM may be evidenced and transferred in a manner consistent with the Applicable Public Company Rules.

5 Closing Register of Members or Fixing Record Date

- 5.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose, the Board may provide that the Register of Members shall be closed for transfers for a stated period consistent with the Applicable Public Company Rules.
- 5.2 In lieu of, or apart from, closing the Register of Members, the Board may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose.

- 5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Dividend or other distribution, the date on which notice of the meeting is sent or the date on which the resolution of the Board resolving to pay such Dividend or other distribution is passed, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

6 Certificates for Shares

- 6.1 The Company shall issue Shares without printing share certificates for the Shares issued unless the issuance of share certificates is required by the provisions of the Applicable Public Company Rules. So long as the Shares are listed on the GTSM, notwithstanding anything contained in the Articles and subject always to the law of the Cayman Islands, the details regarding such issue of shares shall be recorded by the TDCC in a manner consistent with the Applicable Public Company Rules, and the Company shall recognize as a Member each person identified as a holder of a Share in the records provided by the TDCC to the Company and such records shall form part of the Register of Members. In the event that the Company shall issue certificates for Shares in accordance with the Applicable Public Company Rules, share certificates representing Shares, if any, shall be in such form as the Board may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Board. The Board may authorise certificates to be issued with the authorised signature(s) affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to the Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.
- 6.2 In the event that the Company shall issue certificated shares, the Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Board may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.
- 6.4 Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.
- 6.5 In the event that the Company shall issue certificated shares, the Company shall deliver the share certificates to the subscribers within thirty days from the date such Shares may be issued pursuant to the Applicable Public Company Rules, and shall make a public announcement prior to the delivery of such share certificates pursuant to the Applicable Public Company Rules.

7 Transfer of Shares

- 7.1 Subject to Article 2.1, Shares are transferable.

- 7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if the Board so requires, signed by or on behalf of the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.
- 7.3 Notwithstanding the foregoing, in the event that the Shares are listed on the GTSM, the transfer of such Shares may be effected through the book-entry system of the TDCC in a manner consistent with the Applicable Public Company Rules.

8 Redemption and Repurchase of Shares

- 8.1 Subject to the provisions of the Statute, the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of such Shares shall be effected in such manner as the Company may, by Special Resolution, determine.
- 8.2 Subject to the provisions of the Statute and these Articles, the Company may, upon approval by a majority of the Directors at a meeting attended by two-thirds or more of the total number of the Directors, purchase its own Shares (including any redeemable Shares and the Shares listed on the GTSM) on such terms and in such manner as the Directors may determine.
- 8.3 In the event that the Company proposes to purchase Shares listed on the GTSM pursuant to Article 8.2, the resolution of the Board approving such proposal and the implementation thereof should be reported to the Members in the next general meeting in accordance with the Applicable Public Company Rules. Such reporting obligation shall also apply even if the Company does not implement the proposal to purchase the Shares listed on the GTSM for any reason.
- 8.4 The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.

9 Variation of Rights of Shares

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

10 Registered Holder As Absolute Owner

The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by the Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the holder.

11 Transmission of Shares

- 11.1 If a Member dies, the survivor or survivors (where he was a joint holder) or his legal personal representatives (where he was a sole holder) shall be the only persons recognised by the Company as having any title to his Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which he was a joint or sole holder.
- 11.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any way other than by transfer) may, upon such evidence being produced as may from time to time be required by the Board, elect, by a notice in writing sent by him to the Company, either to become the holder of such Share or to have some person nominated by him registered as the holder of such Share. If he elects to have another person registered as the holder of such Share, he shall sign an instrument of transfer of that Share to that person.
- 11.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any case other than by transfer) shall be entitled to the same Dividend, other distributions and other advantages to which he would be entitled if he were the registered holder of such Share. However, he shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Board may at any time give notice requiring any such person to elect either to be registered himself or to have some person nominated by him be registered as the holder of the Share. If the notice is not complied with within ninety days of being received or deemed to be received (as determined pursuant to the Articles), the Board may thereafter withhold payment of all Dividend, other distributions, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.
- 11.4 Notwithstanding the above, for as long as the Shares are listed on the GTSM, the transmission of the Shares may be effected through the book-entry system of the TDCC and in a manner consistent with the Applicable Public Company Rules.

12 Amendments of Memorandum and Articles of Association and Alteration of Capital

- 12.1 The Company may by Ordinary Resolution:
- (a) increase its share capital by such sum as the Ordinary Resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;
 - (b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;

- (c) convert all or any of its paid-up Shares into stock, and reconvert that stock into paid-up Shares of any denomination; and
- (d) cancel any Shares that at the date of the passing of the Ordinary 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.

12.2 All new Shares created in accordance with the provisions of the preceding Article shall be subject to the same provisions of the Articles with reference to the transfer, transmission and otherwise as the Shares in the original share capital.

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

- (a) change its name;
- (b) alter or add to the Articles;
- (c) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and
- (d) reduce its share capital and any Capital Redemption Reserve.

12.4 Subject to the Statute and Article 12.5, the Company may from time to time by Supermajority Resolution:

- (a) effect any capitalization of distributable dividends and/or bonuses and/or any other amount prescribed under Article 35 hereof;
- (b) effect any Merger (except for any Merger which falls within the definition of "merger and/or consolidation" under the Statute, which requires the approval of the Company by Special Resolution only) or spin-off of the Company;
- (c) enter into, amend, or terminate any contract for lease of the Company's business in whole, or for delegation of management of the Company's business to others, or for frequent joint operation with others;
- (d) transfer its business or assets, in whole or in any essential part; or
- (e) acquire or assume the whole business or assets of another person, which has a material effect on the Company's operation.

12.5 Subject to the Statute, the Company may be wound up voluntarily:

- (a) if the Company resolves by Ordinary Resolution that it be wound up voluntarily because the Company is unable to pay its debts as they fall due; or

- (b) if the Company resolves by Special Resolution that it be wound up voluntarily for reasons other than set out in Article 12.5(a) above.

12.6 Subject to the Statute and in addition to approval by the Board in accordance with Article 2.2, the Company may, by Special Resolution, issue securities to the following persons by way of private placement within the territory of the ROC in accordance with Applicable Public Company Rules ("**Private Placement**"):

- (a) banks, bills finance enterprises, trust enterprises, insurance enterprises, securities enterprises, or other legal entities or institutions approved by the FSC;
- (b) natural person, legal entities or funds meeting the qualifications set forth by the FSC; and
- (c) directors, supervisors (if any) or managers of the Company or its Subsidiaries.

12.7 The Company may by Special Resolution reduce its share capital and any Capital Redemption Reserve in any manner authorised by the Statute and the Applicable Public Company Rules. Any such reduction of share capital shall be effected based on the percentage of shareholding of the Members pro rata, unless otherwise provided for in the Statute or the Applicable Public Company Rules.

12.8 Subject to the Statute, the Company may by Supermajority Resolution, distribute its Capital Reserve, in whole or in part, by issuing new Shares which shall be distributed as bonus shares to its original Members in proportion to the number of Shares being held by each of them or by cash.

13 Offices and Places of Business

Subject to the provisions of the Statute, the Company may by resolution of the Board change the location of its Registered Office. The Company may, in addition to its Registered Office, maintain such other offices or places of business as the Board may determine.

14 Annual General Meetings

14.1 The Company shall in each year hold a general meeting as its annual general meeting and such meeting shall be held within six months following the end of each financial year.

14.2 The Board shall call general meetings.

14.3 Unless otherwise provided by the Statute, the general meetings (including annual general meetings and extraordinary general meetings) shall be held in the ROC. If the Board resolves to hold a general meeting outside the ROC, the Company shall seek approval from the GTSM within two days after the Board adopts such resolution. Where a general meeting is to be held outside the ROC, the Company shall engage a professional stock affairs agent in the ROC to handle the administration matters of such general meeting (including but not limited to the handling of the voting of proxies submitted by any Members).

15 Extraordinary General Meetings

- 15.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 15.2 The Board may convene an extraordinary general meeting of the Company whenever in their judgment such a meeting is necessary or desirable, and they shall on a Members requisition as defined in Article 15.3 forthwith proceed to convene an extraordinary general meeting of the Company.
- 15.3 A Member's requisition set forth in Article 15.2 is a requisition of one or more Members of the Company holding in the aggregate at the date of deposit of the requisition not less than three per cent of the total number of the outstanding Shares which as at that date have been held by such Members for at least one year.
- 15.4 The Member's requisition must state in writing the matters to be discussed at the extraordinary general meeting and the reason therefor and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.
- 15.5 If the Board does not within fifteen days from the date of the deposit of the Member's requisition dispatch the notice of an extraordinary general meeting, the requisitionists may themselves convene an extraordinary general meeting, provided that if the extraordinary general meeting will be held outside the ROC, an application shall be submitted by such requisitionists to the GTSM for its prior approval.

16 Notice of General Meetings

- 16.1 At least thirty (30) days' notice of an annual general meeting and at least fifteen (15) days' notice of an extraordinary general meeting shall be given to each Member entitled to attend and vote thereat. The notice shall specify the place, the date and time at which the meeting is to be held and the general nature of business to be conducted at such meeting.
- 16.2 The Board shall fix a record date for determining the Members entitled to receive notice of and to vote at any general meeting of the Company in accordance with Applicable Public Company Rules and close its Register of Members accordingly in accordance with Applicable Public Company Rules.
- 16.3 A general meeting of the Company shall, notwithstanding that it is called on shorter notice than that specified in the Articles, be deemed to have been properly called if it is so agreed by all the Members entitled to attend an annual general meeting or an extraordinary general meeting (as the case may be).
- 16.4 Subject to Article 17.4, the accidental omission to give notice of a general meeting to, or the non receipt of notice of a general meeting by, any person entitled to receive such notice shall not invalidate the proceedings of that general meeting.

- 16.5 For so long as the Shares are listed on the GTSM, the Company shall announce to the public the notice of a general meeting, the proxy instrument, agendas and materials relating to the matters to be reported and discussed in the meetings, including but not limited to, election or discharge of Directors, in accordance with Article 16.1 hereof, and shall transmit the same via the Market Observation Post System in accordance with Applicable Public Company Rules. If the voting power of a Member at a general meeting shall be exercised by way of a written ballot, the Company shall also send the written document for the Member to exercise his voting power together with the above mentioned materials in accordance with Article 16.1. The Board shall prepare a meeting handbook of the relevant general meeting and supplemental materials, which will be sent to or made available to all Members and shall be transmitted to the Market Observation Post System in accordance with the Applicable Public Company Rules.
- 16.6 The following matters shall be stated in the notice of a general meeting, with a summary of the major content to be discussed, and shall not be proposed as an extemporary motion:
- (a) election or discharge of Directors;
 - (b) alteration of the Articles;
 - (c) (i) dissolution, Merger or spin-off, (ii) entering into, amending, or terminating any contract for lease of the Company's business in whole, or the delegation of management of the Company's business to others or the regular joint operation of the Company with others, (iii) transfer of the Company's business or assets, in whole or in any essential part or (iv) acquisition or assumption of the whole business or assets of another person, which has a material effect on the Company's operation;
 - (d) approval of an action by Director(s) who engage(s) in business for himself/herself or on behalf of another person that is within the scope of the Company's business;
 - (e) distribution of the whole or part of the surplus profit of the Company in the form of new Shares;
 - (f) distribution of Capital Reserve in the form of new Shares or cash; and
 - (g) Private Placement of any equity-type securities issued by the Company.
- 16.7 The Board shall keep the Articles, minutes of general meetings, financial statements, the Register of Members, and the counterfoil of any corporate bonds issued by the Company at the Company's Registered Office (if applicable) and the Company's stock affairs agent located in the ROC. Members may request, from time to time, by submitting document(s) evidencing his/her interests involved and indicating the designated scope of the inspection, access to inspect, review or make copies of the foregoing documents.
- 16.8 The Company shall make available all statements and records prepared by the Board and the report prepared by the Audit Committee, which will be submitted to the Members at the annual general meeting, at its Registered Office (if applicable) and its stock affairs agent located in the ROC ten days prior to such annual general meeting in a manner consistent with the Applicable Public Company Rules. Members may inspect and review the foregoing

documents from time to time and may be accompanied by their lawyers or certified public accountants for the purpose of such inspection and review.

- 16.9 The Board may postpone any general meeting called in accordance with the Articles and a notice of postponement shall be given to each Member before the time scheduled for such meeting. A notice of the adjourned meeting shall be given as in the case of an original meeting.
- 16.10 The Directors shall be entitled to receive notice of, attend and be heard at, the general meeting.

17 Proceedings at General Meetings

- 17.1 No resolutions shall be adopted at any general meeting unless a quorum is present. Unless otherwise provided for in the Articles, Members present in person or by proxy, representing more than one-half of the total outstanding Shares, shall constitute a quorum for any general meeting.
- 17.2 The Board shall submit business reports, financial statements and proposals for distribution of profits or allocation of losses prepared by it for the purposes of annual general meetings of the Company for ratification by the Members in a manner consistent with the Applicable Public Company Rules. After ratification by the Members at the general meeting, the Board shall distribute copies of the ratified financial statements and the Company's resolutions on distribution of profits or allocation of losses, to each Member, provided that the Board may make a public announcement of the foregoing documents instead.
- 17.3 Unless otherwise provided in the Articles, a resolution put to the vote of the meeting shall be decided on poll. No resolution put to the vote shall be decided by a show of hands.
- 17.4 Nothing in the Articles shall prevent any Member from initiating proceedings in a court of competent jurisdiction for an appropriate remedy in connection with the improper convening of any general meeting or the improper passage of any resolution within 30 days after passing of such resolution. The Taiwan Taipei District Court, ROC, may be the court for adjudicating any disputes arising out of the foregoing.
- 17.5 Unless otherwise expressly required by the Statute, the Memorandum or the Articles, any matter which has been presented for resolutions, approval, confirmation or adoption by the Members at any general meeting may be passed by Ordinary Resolution.
- 17.6 Member(s) holding 1% or more of the total outstanding Shares immediately prior to the relevant book close period, during which the Company closed its Register of Members, may propose to the Company in writing a matter for discussion at an annual general meeting. Proposals shall not be included in the agenda of the annual general meeting where (a) the proposing Member(s) holds less than 1% of the total number of outstanding Shares, (b) the matter of such proposal may not be resolved by a general meeting; (c) the proposing Member(s) has proposed more than one proposal; or (d) the proposal is submitted to the Company after the date fixed and announced by the Company for accepting Member(s) proposal(s).

- 17.7 Unless otherwise agreed by a majority of those attending and entitled to vote thereat, the Chairman shall act as chairman at all general meetings at which such person is present. In his absence a chairman shall be appointed or elected by the Members present at the meeting and entitled to vote.
- 17.8 Unless otherwise provided in the Articles, if a quorum is not present at the time appointed for the general meeting, the chairman may postpone the general meeting to a later time, provided, however, that the maximum number of times a general meeting may be postponed shall be two and the total time postponed shall not exceed one hour. If the general meeting has been postponed two times, but at the postponed general meeting a quorum is still not present, the chairman shall declare the general meeting as dissolved, and if it is still necessary to convene a general meeting, it shall be reconvened as a new general meeting in accordance with the Articles.

18 Votes of Members

- 18.1 Subject to any rights or restrictions attached to any Shares, every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or by proxy, shall have one vote for every Share of which he is the holder. If a Member holds Shares for others, such Member may exercise his voting power separately. The qualifications, scope, methods of exercise, operating procedures and other matters for compliance with respect to exercising voting power separately shall comply with the Applicable Public Company Rules.
- 18.2 No person shall be entitled to vote at any general meeting or at any separate meeting of the holders of a class of Shares unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by him in respect of Shares have been paid.
- 18.3 Votes may be cast either in person or by proxy. A Member may appoint another person as his proxy by specifying the scope of appointment in the proxy instrument prepared by the Company to attend and vote at a general meeting, provided that a Member may appoint only one proxy under one instrument to attend and vote at such meeting.
- 18.4 The Board may determine 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; provided, however, that if a general meeting is to be held outside the ROC or pursuant to the Applicable Public Company Rules, the Company shall provide the Members with a method for exercising their voting power by way of a written ballot or 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. 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 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 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 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.

- 18.5 In the event any Member who intended to exercise his voting power by way of a written ballot or electronic transmission and has served his voting decision on the Company pursuant to Article 18.4 hereof later intends to attend the general meetings in person, he shall, at least two days prior to the date of such general meeting, serve the Company with a separate notice revoking his previous voting decision. Such separate notice shall be sent to the Company in the same manner (e.g., by courier, registered mail or electronic transmission, as applicable) as the previous voting decision under Article 18.4 was given to the Company . Votes by way of a written ballot or electronic transmission shall remain valid if the relevant Member fails to revoke his voting decision before the prescribed time.

19 Proxies

- 19.1 The instrument of proxy shall be in the form approved by the Board from time to time and be expressed to be for a particular meeting only. An instrument of proxy shall be in writing and executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, under the hand of an officer or attorney duly authorised for that purpose. A proxy need not be a Member of the Company.
- 19.2 Subject to the Applicable Public Company Rules, except for trust enterprises organised under the laws of the ROC or a stock affairs agent approved pursuant to Applicable Public Company Rules, save with respect to the chairman being deemed appointed as proxy under Article 18.4, in the event a person acts as the proxy for two or more Members, the sum of Shares entitled to be voted as represented by such proxy shall be no more than 3% of the total outstanding voting Shares immediately prior to the relevant book closed period, during which the Company closes its Register of Members; any vote in respect of the portion in excess of such 3% threshold shall not be counted.
- 19.3 In the event that a Member exercises his voting power by way of a written ballot or electronic transmission and has also authorised a proxy to attend a general meeting, then the voting power exercised by the proxy at the general meeting shall prevail. In the event that any Member who has authorised a proxy to attend a general meeting later intends to attend the general meeting in person or to exercise his voting power by way of a written ballot or electronic transmission, he shall, at least two days prior to the date of such general meeting, serve the Company with a separate written notice revoking his previous appointment of the proxy. Votes by way of proxy shall remain valid if the relevant Member fails to revoke his appointment of such proxy before the prescribed time.
- 19.4 The instrument of proxy shall be deposited at the Registered Office or the office of the Company's stock affairs agent in the ROC or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company no less than five days before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, save with respect to the chairman being deemed appointed as proxy under Article 18.4. Where more than one instrument to vote are received from the same Member by the Company, the first instrument received shall prevail, unless an explicit written statement is made by the relevant Member to revoke the previous proxy in the later-received instrument.

- 19.5 For so long as the shares are listed on the GTSM, the use and solicitation of proxies shall be in compliance with the Applicable Public Company Rules, including but not limited to "Regulations Governing the Use of Proxies for Attendance at Shareholder Meetings of Public Companies"

20 Corporate Members

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

21 Dissenting Member's Appraisal Right

- 21.1 In the event any of the following resolutions are adopted at a general meeting, any Member who has notified the Company in writing of his objection to such matter prior to the meeting and has raised again his objection at the meeting, may request the Company to purchase all of his Shares at the then prevailing fair price:

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

- 21.2 In the event any part of the Company's business is spun off or involved in any Merger, any Member, who has abstained from voting in respect of such matter and expressed his dissent therefor, in writing or verbally (with a record) before or during the general meeting approving such spin off or Merger, may request the Company to purchase all of his Shares at the then prevailing fair price.

22 Shares that May Not be Voted

- 22.1 Shares held:

- (a) beneficially by the Company itself;
- (b) by any entity in which the Company owns, legally or beneficially, more than 50% of its issued and voting share capital or equity capital; or
- (c) by any entity in which the Company, together with (i) the holding company of the Company and/or (ii) any Subsidiary of (a) the holding company of the Company or (b)

the Company owns, legally or beneficially, directly or indirectly, more than 50% of its issued and voting share capital or equity capital;

shall not carry any voting rights nor be counted in the total number of outstanding Shares at any given time.

- 22.2 A Member who has a personal interest in any motion discussed at a general meeting, which interest may be in conflict with and impair those of the Company, shall abstain from voting such Member's Shares in regard to such motion and such Shares shall not be counted in determining the number of votes of the Members present at the said meeting. However, such Shares may be counted in determining the number of Shares of the Members present at such general meeting for the purposes of determining the quorum. The aforementioned Member shall also not vote on behalf of any other Member.
- 22.3 If the number of Shares pledged by a Director at any time amounts to more than fifty per cent of the total Shares held by such Director at the time of his latest appointment, such pledged Shares exceeding fifty per cent of the total Shares held by such Director at the time of his latest appointment, shall not carry any voting rights and such above-threshold Shares shall not be counted in determining the number of votes of the Members present at a general meeting but shall be counted towards the quorum of the general meeting.

23 Directors

- 23.1 There shall be a Board consisting of not less than five (5) persons, each of whom shall serve for a three-year term of office. Directors may be eligible for re-election. The Company may from time to time by Special Resolution increase or reduce the limits in the number of Directors set forth in this Article, provided that the requirements by relevant laws and regulations (including but not limited to any listing requirements) are met.
- 23.2 Unless otherwise approved by the GTSM, the number of Directors having a spousal relationship or familial relationship within the second degree of kinship with any other Directors shall be less than half of the total number of Directors.
- 23.3 In the event that the Company convenes a general meeting for the election of Directors and any of the Directors elected does not meet the requirements provided in Article 23.2 hereof, the non-qualifying Director(s) who was elected with the fewest number of votes shall be deemed not to have been elected, to the extent necessary to meet the requirements provided for in Article 23.2 hereof. Any person who has already served as a Director but is in violation of the aforementioned requirements shall vacate his position of Director automatically.
- 23.4 Unless otherwise permitted under the Applicable Public Company Rules, there shall be at least three (3) Independent Directors; provided, however, that the total number of Independent Directors shall amount to one-fifth or more of the total number of the Directors. To the extent required by the Applicable Public Company Rules, at least one of the Independent Directors shall be domiciled in the ROC and at least one of them shall have accounting or financial expertise.
- 23.5 Independent Directors shall have professional knowledge and shall maintain independence within the scope of their directorial duties, and shall not have any direct or indirect interests in the Company. The professional qualifications, restrictions on shareholdings and concurrent

positions, and assessment of independence with respect to Independent Directors shall be consistent with the Applicable Public Company Rules.

24 Powers of Directors

- 24.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by a resolution of Members adopted in accordance with the Articles, the business of the Company shall be managed by the Board which may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 24.2 Subject to the Articles, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

25 Appointment and Removal of Directors

- 25.1 The Members may at a general meeting elect any person to be a Director, which vote shall be calculated in accordance with Article 25.2 below. Members present in person or by proxy, representing more than one-half of the total outstanding Shares shall constitute a quorum for any general meeting to elect one or more Directors.
- 25.2 The election of Independent Directors and non-independent directors shall be held together and shall be elected pursuant to a cumulative voting mechanism pursuant to a poll vote, where the number of votes exercisable by any Member shall be the same as the product of the number of Shares held by such Member and the number of Directors (including the Independent Directors and non-independent directors) to be elected ("Special Ballot Votes"), and the total number of Special Ballot Votes cast by any Member may be consolidated for election of one Director/Independent Director candidate or may be split for election amongst multiple Director/Independent Director candidates, as specified by the Member pursuant to the poll vote ballot. The top candidates in the number equal to the respective number of the Directors/Independent Directors to be elected, to whom the votes cast represent a prevailing number of votes relative to the other candidates, shall be deemed Directors/Independent Directors elected. The Company shall adopt a candidate nomination mechanism for the election of Independent Directors. Subject to the Statute, the nomination of Independent Directors and related announcement shall comply with the Applicable Public Company Rules.
- 25.3 If the number of Independent Directors is less than three persons due to the resignation or removal of any of the Independent Directors for any reason, the Company shall hold an election of Independent Directors at the next following general meeting. If all of the Independent Directors are resigned or removed, the Board shall hold, within sixty days, an extraordinary general meeting to elect succeeding Independent Directors to fill the vacancies.
- 25.4 If the number of Directors is less than five (5) persons due to the vacancy of Director(s) for any reason, the Company shall hold an election of Director(s) at the next following general meeting. When the number of vacancies in the Board of the Company equals to one third of the total number of Directors elected, the Board shall hold, within sixty days, an extraordinary general meeting to elect succeeding Directors to fill the vacancies.

- 25.5 Where a legal entity is a Member, its authorized representative may also be elected as Director of the Company in accordance with these Articles. If there are more than one authorized representatives, each of them may be so elected.
- 25.6 The Company may from time to time by Supermajority Resolution remove any Director from office, whether or not appointing another person to fill the vacancy. Prior to the expiration of the term of office of the current Directors, the Members may at a general meeting re-elect all Directors, whose vote shall be calculated in accordance with Article 25.2 above. The term of office of all current Directors is deemed to have expired on the date of the re-election or any other date as otherwise resolved by the Members at the general meeting if the Members do not resolve that all current Directors will only retire at the expiration of their term of office. Members present in person or by proxy, representing more than one-half of the total issued shares shall constitute a quorum for any general meeting to re-elect all Directors.
- 25.7 Where a Director has, in the course of performing his duties, committed any act resulting in material damages to the Company or in significant violation of applicable laws, regulations or the Articles, but has not been removed by Supermajority Resolution at any given general meeting, the Member(s) holding 3% or more of the total outstanding Shares may, within thirty days after that general meeting, institute a lawsuit in the competent court for a judgment to remove such Director from office. The Taiwan Taipei District Court, ROC, may be the court for this matter.

26 Vacation of Office of Director

The office of a Director shall be vacated if:

- (a) the Director is removed from office pursuant to the Articles;
- (b) the Director gives notice in writing to the Company that he resigns the office of Director;
- (c) the Director dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (d) an order is made by any competent court or official on the grounds that he has no legal capacity, or his legal capacity is restricted according to the applicable laws;
- (e) having committed an offence as specified in the ROC statute of prevention of organizational crimes and subsequently adjudicated guilty by a final judgment, and the time elapsed after he has served the full term of such sentence is less than five years;
- (f) having committed an offence involving fraud, breach of trust or misappropriation and subsequently punished with imprisonment of a term of one year or more, and the time elapsed after he has served the full term of such sentence is less than two years;
- (g) having been adjudicated guilty by a final judgment for 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 years; or

- (h) having been dishonoured for use of negotiable instruments, and the term of such sanction has not yet expired.

In the event that any of the foregoing events described in clauses (c), (d), (e), (f), (g) and (h) has occurred to a candidate for election of Director, such person shall be disqualified from being elected as a Director.

27 Proceedings of the Board

- 27.1 Subject to the Applicable Public Company Rules, the Chairman of the Board may call a meeting of the Board and the Board may meet (either within or outside of the Cayman Islands) at any time and from time to time for the transaction of business, adjourn and otherwise regulate its meetings as it thinks fit before the Shares are listed on the GTSM. For so long as the Shares are listed on the GTSM, at least seven (7) days' prior notice setting forth the matters to be discussed shall be given for any meeting of the Board; provided that upon the occurrence of emergencies, the Chairman may summon a meeting of the Board with a shorter notice period in a manner consistent with the Applicable Public Company Rules. A resolution put to the vote at a meeting of the Board shall be carried by the affirmative votes of a majority of the votes cast and no resolution shall be passed in the case of an equality of votes.
- 27.2 The quorum for the transaction of the business of the Board may be fixed by the Board, and unless so fixed at any other number, shall be more than one-half of the total number of the Directors for the time being in office or otherwise as set forth in the Articles.
- 27.3 To the extent permitted by the Applicable Public Company Rules, a Director may participate in a meeting of the Board or committee of Directors by video conference or, to the extent permitted by Applicable Public Company Rules, other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting.
- 27.4 Notice of a meeting of the Board shall be deemed to be duly given to a Director if given to such Director either personally or by sending it by courier, post, cable, telex, telecopier, facsimile, electronic mail or other mode of representing words in a legible form at such Director's last known address or any other address given by such Director to the Company for this purpose.
- 27.5 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles and the Applicable Public Company Rules as the necessary quorum of the Board the continuing Directors may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.
- 27.6 All acts done by any meeting of the Board or of a committee of the Directors shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.

27.7 A Director may be represented at any meetings of the Board by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

28 Directors' Interests

28.1 A Director, other than an Independent Director, may hold any other office or place of profit under the Company in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Board may determine.

28.2 A Director, other than an Independent Director, may act by himself or by, through or on behalf of his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

28.3 A Director, other than an Independent Director, may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

28.4 No person shall be disqualified from the office of Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director shall be in any way interested be or be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director holding office or of the fiduciary relationship thereby established; provided that this Article 28.4 does not apply to the Independent Directors.

28.5 A Director who is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall declare the nature of such interest to the Company as required by relevant laws and regulations.

28.6 Notwithstanding anything to the contrary contained in this Article 28, a Director who engages in anything for himself or on behalf of another person that is within the scope of the Company's business, shall explain to the Members in a general meeting the essential contents of such conduct and seek its approval by Supermajority Resolution.

28.7 Notwithstanding anything to the contrary contained in this Article 28, a Director who has a personal interest in the matter under discussion at a meeting of the Board shall declare the nature of and the essential contents of his interest at the relevant meeting of the Board.

28.8 Notwithstanding anything to the contrary contained in this Article 28, a Director who has a personal interest in the matter under discussion at a meeting of the Board, which may conflict with and impair the interest of the Company, shall not vote nor exercise voting rights on behalf of another Director; the voting right of such Director who cannot vote or exercise any voting right as prescribed above shall not be counted in the number of votes of Directors present at the meeting of the Board.

29 Minutes

The Board shall cause minutes to be made in books kept for the purpose of:

- (a) all appointments of officers made by the Board; and
- (b) all proceedings and resolutions at meetings of the Members or the holders of any class of Shares and of the Board, and of committees of the Directors, including the names of the Directors present at each meeting.

30 Delegation of the Board's Powers

- 30.1 The Board may, in a manner consistent with the Applicable Public Company Rules, delegate any of its powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers, authorities and discretions as they consider desirable to be exercised by him provided that the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered by the Board. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of the Board, so far as they are capable of applying.
- 30.2 The Board may establish any committees or appoint any person to be a manager or agent for managing the affairs of the Company. Any such appointment may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Board.
- 30.3 The Board may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Board may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Board at any time.
- 30.4 The Board may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under the Articles) and for such period and subject to such conditions as it may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Board may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.
- 30.5 The Board may appoint such officers of the Company (including, for the avoidance of doubt and without limitation, any secretary) as it considers necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Board may think fit. Unless otherwise specified in the terms of his appointment an officer of the Company may be removed by resolution of the Board or Members. An officer of the Company may vacate his office at any time if he gives notice in writing to the Company that he resigns his office.

31 Tender Offer

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

- (a) the types and number of the Shares held by the Directors and the Members holding more than 10% of the outstanding Shares in their own names or in the names of other persons.
- (b) recommendations to the Members on the tender offer, which shall specify the names of the Directors who abstain or object to the tender offer and the reason(s) therefor.
- (c) whether there is any material change in the financial condition of the Company after the submission of the latest financial report and an explanation of the change, if any.
- (d) the types, numbers and amount of the Shares of the tender offeror or its affiliates held by the Directors and the Members holding more than 10% of the outstanding Shares held in their own names or in the name of other persons.

32 Remuneration of Directors

The remuneration of the Directors shall be decided by the Board by reference to the suggestion made by the compensation committee (applicable only after the establishment of such compensation committee), the standard generally adopted by other enterprises in the same industry, and shall be paid regardless whether the Company has profits or suffers losses. The Directors may also be entitled to be paid all travel, hotel and other expenses properly incurred by them in attending and returning from the meetings of the Board, any committee appointed by the Board, or general meetings of the Company, or in connection with the business of the Company or their duties as Directors generally. A Director is also entitled to distribution of profits of the Company in accordance with the Articles, the Statute, the Applicable Public Company Rules, the service agreement or other similar contract that he has entered into with the Company.

33 Seal

- 33.1 The Company may, if the Board so determine, have a Seal. The Seal shall only be used by the authority of the Board or of a committee of the Directors authorised by the Board. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer of the Company or other person appointed by the Board for the purpose.
- 33.2 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Board so determines, with the addition on its face of the name of every place where it is to be used.
- 33.3 A Director or officer, representative or attorney of the Company may without further authority of the Board affix the Seal over his signature alone to any document of the Company required

to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

34 Dividends, Distributions and Reserve

34.1 The Company is in an industry of high-quality interior fittings for luxury brands and its life cycle is in the phase of business expansion and steady growth. Considering that the Company's overall developments, financial planning, fund needs and prosperity and prospects of the industry and ensuring the protection of shareholders' interests, the Company shall adopt a conservative and sound dividend policy for dividend distribution. Subject to the Statute, Article 12.4(a) and this Article and except as otherwise provided by the rights attached to any Shares, the Company may distribute profits in accordance with a proposal for profits distribution approved by the Board and sanctioned by the Members by an Ordinary Resolution, in annual general meetings. If there are profits, in making the profits distribution recommendation, the Board shall set aside out of the profits of the Company for each financial year: (i) a reserve for payment of tax for the relevant financial year; (ii) an amount to offset losses incurred in previous years; and (iii) a special surplus reserve as required by the applicable securities authority under the Applicable Public Company Rules. After combining accumulated undistributed earnings in the previous years and setting aside a certain amount of remaining profits of such financial year as a reserve or reserves for development purposes as the Board may from time to time think fit pursuant to Article 34.5, subject to the compliance with the Statute, the remaining amount shall be distributed in the following sequence and manner upon approval by the Members:

- (a) no less than 0.2% as employees' bonus;
- (b) no more than 5% as directors' bonus; and
- (c) no less than 50% to the Members as Dividends, provided that, cash Dividends shall not be less than 10% of the total amount of Dividends.

Dividends to the Members and the employees' bonus may be distributed, in the discretion of the Board, by way of cash or by way of applying such sum in paying up in full unissued shares or a combination of both for allocation and distribution to employees or the Members. The Board may adjust the cash Dividends payout ratio in any given year based on the Company's net income and business operations for the respective financial year. When the employees' bonus is distributed by way of an issue of fully paid shares or cash, the recipients may include qualified employees of the Company's Subsidiaries. No unpaid dividend and bonus shall bear interest as against the Company.

34.2 No Dividend or other distribution shall be paid except out of the realised or unrealised profits of the Company, out of the share premium account or any reserve, fund, or account as otherwise permitted by the Statute. Except as otherwise provided by the rights attached to any Shares, all Dividends and other distributions shall be paid according to the number of the Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date, that Share shall rank for Dividend accordingly.

34.3 The Board may deduct from any Dividend or other distribution payable to any Member all sums of money (if any) then payable by him to the Company for any reason.

- 34.4 Subject to Article 34.1 and the Statute, the Board may resolve that any Dividend or other distribution be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways subject, however (a) the obtaining of (i) the approval in a general meeting of the type of specific assets and the corresponding amount of such substitutive distribution; and (ii) the consent from the Member who will receive such assets; and (b) the value of specific assets and the corresponding amount of such substitutive distribution shall be assessed by an ROC certified public accountant before the Board submit the same to a general meeting for approval. Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient and in particular may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees in such manner as may seem expedient to the Board.
- 34.5 The Board may, before resolving to pay any Dividend or other distribution, set aside such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose of the Company and pending such application may, at the discretion of the Board, be employed in the business of the Company.
- 34.6 Any Dividend, other distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, other distributions, bonuses, or other monies payable in respect of the Share held by them as joint holders.
- 34.7 No Dividend or other distribution shall bear interest against the Company.
- 34.8 The Board shall fix any date as the record date for determining the Members entitled to receive any Dividend or other distribution. The Register of Members shall be closed for a period of five days before the relevant fixed record date or such other period consistent with the Applicable Public Company Rules or the Statute.
- 34.9 Any Dividend or other distribution which cannot be paid to a Member and/or which remains unclaimed after six months from the date on which such Dividend or other distribution becomes payable may, in the discretion of the Board, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend or other distribution shall remain as a debt due to the Member. Any Dividend or other distribution which remains unclaimed after a period of six years from the date on which such Dividend or other distribution becomes payable shall be forfeited and shall revert to the Company.

35 Capitalisation

Subject to the Statute, the Board may, with the authority of a Supermajority Resolution, at any time capitalise any sum standing to the credit of any of the Company's reserve accounts of funds (including the share premium account and Capital Redemption Reserve) or any sum standing to the credit of the profit and loss account or otherwise available for distribution; appropriate such sum to Members in the proportions in which such sum would have been

divisible amongst such Members had the same been a distribution of profits by way of Dividend or other distribution; and apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Board shall do all acts and things required to give effect to such capitalisation, with full power given to the Board to make such provisions as it thinks fit for the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Board may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental or relating thereto and any agreement made under such authority shall be effective and binding on all such Members and the Company.

36 Treasury Shares

- 36.1 Shares that the Company purchases, redeems or acquires (by way of surrender or otherwise) shall be cancelled immediately or held as treasury shares ("**Treasury Shares**") at the discretion of the Directors.
- 36.2 No dividend 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.
- 36.3 The Company shall be entered in the Register of Members 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) 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 Statute.
- 36.4 A proposal to transfer the Treasury Shares to the employees of the Company and/or its Subsidiaries at a price below the average actual repurchase price shall be approved by Special Resolution in the next general meeting and the items required by the Applicable Public Company Rules shall be specified in the notice of the general meeting and may not be proposed as an extemporary motion. The aggregate number of Treasury Shares resolved at the general meetings for transfer to the employees of the Company and its Subsidiaries shall not exceed 5% of the total issued and outstanding Shares, and each employee may not subscribe for more than 0.5% of the total issued and outstanding Shares in aggregate. The Company may prohibit such employees from transferring such Treasury Shares within a certain period; provided, however, that such a period cannot be more than two years.
- 36.5 Subject to Article 36.4, Treasury Shares may be disposed of by the Company on such terms and conditions as determined by the Directors.

37 Books of Account

- 37.1 The Board shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books of account shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions. Such books of account shall be kept for at least five years from the date they are prepared.
- 37.2 The instruments of proxy, documents, forms/statements and information in electronic media prepared in accordance with the Articles and relevant laws and regulations shall be kept for at least one year; provided, however, that if a Member institutes a lawsuit with respect to such instruments of proxy, documents, forms/statements and/or information, they shall be kept until the conclusion of the lawsuit if the lawsuit period is longer than one year.

38 Audit Committee

- 38.1 The Company shall establish an Audit Committee. The Audit Committee shall comprise solely of Independent Directors and all Independent Directors shall be members of the Audit Committee. There should be no less than three committee members. One of the Audit Committee members shall be appointed as the convener to convene meetings of the Audit Committee from time to time and at least one of the Audit Committee members shall have accounting or financial expertise. A valid resolution of the Audit Committee requires approval of one-half or more of all its members. The rules and procedures of meeting of the Audit Committee shall be adopted by the Board in a manner consistent with the Articles and the Applicable Public Company Rules.
- 38.2 Any of the following matters of the Company shall require the consent of one-half or more of all Audit Committee members and be submitted to the Board for resolution:
- (a) adoption of or amendment to an internal control system;
 - (b) assessment of the effectiveness of the internal control system;
 - (c) adoption of or amendment to the 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) any matter relating to the personal interest of the Directors;
 - (e) a material asset or derivatives transaction;
 - (f) a material monetary loan, endorsement, or provision of guarantee;
 - (g) the offering, issuance, or Private Placement of any equity-type securities;

- (h) the hiring or dismissal of an attesting certified public accountant, or the compensation given thereto;
- (i) the appointment or discharge of a financial, accounting, or internal auditing officer;
- (j) approval of annual and semi-annual financial reports; and
- (k) any other matter so determined by the Company from time to time or required by any competent authority overseeing the Company.

With the exception of item (j), any other matter that has not been approved with the consent of one-half or more of all Audit Committee members may be undertaken upon the consent of two-thirds or more of the members of the Board, and the resolution of the Audit Committee shall be recorded in the minutes of the Board meeting.

39 Compensation Committee

- 39.1 The Company shall, in accordance with the Applicable Public Company Rules, by resolution of the Board establish a compensation committee comprised of at least three members, one of whom shall be an Independent Director. The professional qualifications of the members of the compensation committee, the responsibilities, powers and other related matters of the compensation committee shall comply with the Applicable Public Company Rules. Upon the establishment of the compensation committee, the Board shall, by a resolution, adopt a charter for the compensation committee the provisions of which are consistent with the Applicable Public Company Rules.
- 39.2 The compensation referred in Article 39.1 shall include the compensation, stock option and other incentive payments of Directors and managers of the Company.

40 Notices

- 40.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex, fax or e-mail to him or to his address as shown in the Register of Members or to such other address given for such purpose.
- 40.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays in the ROC) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays in the ROC) following the day on which the notice was posted. Where a notice is sent by cable, telex or fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by e-mail service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.

- 40.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 40.4 Notice of every general meeting shall be given in any manner authorised by the Articles to every holder of Shares carrying an entitlement to receive such notice on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

41 Winding Up

- 41.1 If the Company shall be wound up, and the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the number of the Shares held by them. If in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the Company's issued 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.
- 41.2 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide amongst the Members in proportion to the number of the Shares held by them in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

42 Indemnity and Insurance

- 42.1 Every Director of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud, Gross Negligence or wilful default of such Indemnified Person or in violation of his/her/its duties provided under Article 42.3. No person

shall be found to have committed actual fraud, Gross Negligence or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.

- 42.2 The Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.
- 42.3 Without prejudice to the duties owed by a Director to the Company under common law of the Cayman Islands and subject to the Statute, a Director shall assume fiduciary duty to the Company and without limitation, shall exercise due care of a good administrator in conducting the business operation of the Company. A Director shall be liable to the Company if he/she/it has acted contrary to the above. In case such action is made for himself/herself/itself or on behalf of another person in violation of the provisions above, the Company may, with the sanction of an Ordinary Resolution, demand the Director to disgorge any profit so realized by the Director as if such misconduct is done for the benefit of the Company. If a Director of the Company has, in the course of conducting the business operations, violated any provision of the applicable laws and/or regulations and thus caused damage to any other person, he/she/it shall be liable, jointly and severally with the Company, for the damage to such other person.
- 42.4 The officers or managers of the Company, who are authorised to act on its behalf in a management capacity, in the course of performing their respective duties to the Company, shall assume such duties and obligations to indemnify the Company or any other person in the same manner as if they are Directors.
- 42.5 The Board, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

43 Financial Year

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

44 Transfer by Way of Continuation

If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

45 Derivative Action

To the extent permitted under the laws of the Cayman Islands, members continuously holding 3% or more of the total issued shares of the Company for a year or longer may file a petition with the Taipei District Court, ROC for and on behalf of the Company against any of the Directors.

46 Litigious and Non-litigious Agent

So long as the Shares are listed on the GTSM, the Company shall appoint a litigious and non-litigious agent pursuant to the Applicable Public Company Rules to act as the Company's responsible person in the ROC under the ROC Securities and Exchange Act. The Company's litigious and non-litigious agent shall be a natural person and have a residence or domicile in the ROC.

開曼群島公司法（2011年修訂）
股份有限公司

第四次修訂及重述章程大綱和章程

REDWOOD GROUP LTD

紅木集團有限公司

（經 2012 年 6 月 18 日特別決議通過）

開曼群島公司法（2011年修訂）
股份有限公司

第四次修訂及重述章程大綱
紅木集團有限公司

（經 2012 年 6 月 18 日特別決議通過）

- 1 公司名稱為 **REDWOOD GROUP LTD** 紅木集團有限公司。
- 2 公司註冊所在地為開曼群島 **Maples Corporate Services Limited**，位於開曼群島 **PO Box 309, Ugland House, Grand Cayman KY1-1104**，或董事會日後決議之開曼群島其他地點。
- 3 公司設立之目的未受限制，公司有權實行未受公司法（2011年修訂版）及其日後修正之版本或任何其他開曼群島法律所禁止之任何目的。
- 4 各股東對公司之義務限於繳清其未繳納之股款。
- 5 公司資本總額為新台幣 800,000,000 元，分為 80,000,000 股，每股面額新台幣 10 元。
- 6 公司有權依開曼群島外之其他準據法登記為股份有限公司而繼續存續，並註銷在開曼群島之登記。
- 7 本章程大綱中未定義的專有名詞應與公司章程中的定義一致。

開曼群島公司法（2011 年修訂）
股份有限公司

第四次修訂及重述章程

REDWOOD GROUP LTD
紅木集團有限公司

（經 2012 年 6 月 18 日特別決議通過）

1 解釋

1.1 本章程不適用開曼公司法之附件一表格 A，且除與本文有不符之處：

- "公開發行公司規則" 指相關主管機關隨時針對公開發行公司或任何在臺灣之證券交易所或證券市場上市或上櫃公司訂定之中華民國法律、規則和規章（包括但不限於公司法、證券交易法、金管會發布之法令規章，或櫃買中心發布之規則規章），而經相關主管機關要求應適用公司者。
- "章程" 指公司章程。
- "審計委員會" 指董事會轄下由全體獨立董事組成之委員會。
- "董事會" 指依本章程指派或選任之董事會，並依本章程於達法定出席人數之董事會會議行使權限。
- "資本贖回準備金" 為開曼公司法第 37(4)條規定之目的，除依開曼公司法第 37(5)(e)條及其他條文應予扣減者外，資本贖回準備金應包括：(i)以公司盈餘買回或贖回股份之情形，指公司將該等贖回或買回之股份銷除，依開曼公司法第 37(3)(g)條之規定扣除公司已發行資本之數額；(ii)除應適用開曼公司法第 37(4)(c)條之情形外，以公司發行新股之收益之全部或一部買回或贖回股份，且該發行新股之收益較贖回或買回股份之票面價值總額為少之情形，指其差額；(iii)於符合開曼公司法第 37(5)(f)條之前提下，以公司資本買回或贖回股份，且該資本給付金額較買回、贖回及銷除股份之票面價值為少之情形，指其差額。

"資本公積"	指發行股份之溢價及受領贈與之所得。
"董事長"	指全體董事間互相選任擔任董事會主席之董事。
"公司"	指紅木集團有限公司。
"董事"	指公司當時在任之董事，且包括任一及全體獨立董事。
"股利"	指依章程決議就股份支付之股利。
"電子記錄"	與電子交易法中之定義相同。
"電子交易法"	指開曼群島之電子交易法（2003年修訂）。
"金管會"	指中華民國行政院金融監督管理委員會。
"重大過失"	係指行為人輕忽其作為或不作為之結果，且其程度較過失更甚。
"櫃買中心"	指財團法人中華民國證券櫃檯買賣中心。
"獨立董事"	指依公開發行公司規則之目的所選任之獨立董事。
"公開資訊觀測站"	指臺灣證券交易所股份有限公司監管之公開發行公司申報系統。
"股東"	與開曼公司法中之定義相同。
"章程大綱"	指公司之章程大綱。
"合併"	指(a) (i) 參予該交易之公司均併入新設公司，而該新設公司概括承受被併入公司之一切權利及義務，或(ii) 所有參予該交易之公司均併入存續公司，且該存續公司概括承受被併入公司之一切權利及義務；且於上述任一情形，其合併對價為存續公司或新設公司或其他公司之股份、現金或其他資產；或 (b) 其他符合公開發行公司規則定義之併購類型。
"普通決議"	指由有表決權股東親自或經由代理人（如允許委託）於股東會以簡單多數決所為之決議。於投票表決計算多數決時，應包含股東依章程有權行使之表決權數。
"特別股"	定義於本章程第3條。
"私募"	定義於本章程第12.6條。

"股東名冊"	指依開曼公司法及公開發行公司規則（如公司已於櫃買中心掛牌）備置之股東名冊。
"註冊處所"	指公司目前之註冊處所。
"限制型股票"	定義於本章程第 2.5 條。
"中華民國"	指中華民國。
"印章"	指公司通用圖章，包括複製之印章。
"股份"	指公司股份。
"特別決議"	於合於開曼公司法之情形下，指經有權於該股東會行使表決權之股東親自或經由代理人（如允許委託）於公司股東會（開會通知中記明該提案擬以特別決議通過）以出席股東表決權至少三分之二之同意之多數決所為之決議。
"開曼公司法"	指開曼群島之公司法（2011 年修訂）及所有對現行法之修正、重新制定或修訂。
"從屬公司"	指就任一公司而言，(i)被該公司直接或間接持有超過半數已發行有表決權之股份總數或資本總額之公司；(ii)該公司對其人事、財務或業務經營有直接或間接控制權之公司；(iii)公司之執行業務股東或董事半數（含）以上與該公司相同者；(iv)與該公司已發行有表決權之股份總數或資本總額有半數（含）以上為相同股東持有之公司。
"重度決議"	指由代表公司已發行股份總數三分之二（含）以上之股東出席之股東會，出席股東表決權過半數同意通過的決議；或若出席股東會之股東代表股份總數雖未達公司已發行股份總數三分之二，但超過公司已發行股份總數之半數時，由出席股東表決權三分之二以上之同意通過之決議。
"集保結算所"	指臺灣集中保管結算所股份有限公司。
"庫藏股"	定義於本章程第 36.1 條。

1.2 於本章程中：

- (a) 單數詞語包括複數含義，反之亦然；
- (b) 陽性詞語包含陰性含義，反之亦然；

- (c) 表述個人之詞語包含公司及其他法人、自然人含義；
- (d) "書面"和"以書面形式"包括所有以可見形式呈現之重述或複製之文字模式，包括電子記錄之形式；
- (e) 文字"應"應解讀為必須，文字"得"應解讀為可以；
- (f) 所提及任何法律或規章之規定應解讀為包括該等規定之修正、修改、重新制定或替代規定；
- (g) 帶有"包括"、"尤其"或任何類似之表述應解讀為具有說明性質，不應限制於該等表述前所描述之詞語之意義；
- (h) 使用於本章程之文字"且／或"係包含"且"及"或"兩者。於特定上下文使用"且／或"並不限定或修正於其他地方使用之"且"或"或"。文字"或"不應解釋為排他，文字"且"不應解釋為要求連接詞（於前述各情形，除非上下文另有要求外）；
- (i) 標題僅供參考，於解釋該等條款時應予忽略；
- (j) 電子交易法第 8 章不適用於本章程；且
- (k) 股份之"持有人"係指登載於股東名冊上該種股份之持有人。

2 股份發行

- 2.1 除本章程第 3.1 條及章程大綱與本章程之其他條文（如有）另有規定外，及於未損及現有股份權利之情況下，董事會得按其認為適當的條件、於其認為適當的時間、向其認為適當的人為分配、發行、授與認股權或以其他方式處分股份，無論該股份是否就股利或其他分派、表決權、資本返還或其他事項具有優先權、遞延權或其他權利或限制。且董事會得（根據開曼公司法及章程）改變該等權利；但除開曼公司法另有規定外，股份不得折價發行。
- 2.2 公司發行新股應經董事會三分之二以上董事出席及出席董事超過二分之一之同意，並限於公司之授權資本內為之。
- 2.3 公司於中華民國境內辦理現金增資發行新股時，除經金管會或櫃買中心認為公司無須或不適宜辦理對外公開發行外，公司應提撥發行新股總額百分之十，在中華民國境內對外公開發行。惟若股東會另有較高比率之決議者，從其決議。公司亦得保留該等發行新股總額中不超過百分之十五的部分供公司及其從屬公司之員工認購。
- 2.4 除經股東會另以普通決議為不同決議外，公司辦理現金增資發行新股時，應公告及通知原有股東，按其持股比例儘先分認新股（於扣除依本章程第 2.3 條提撥公開發行及員工認購部分後）。公司應在前開公告及通知中聲明，若任何股東未於規定期間依其原持股比例認購新股者，視為喪失其權利。如股東依其原持股比例不足分認一新股者，得依公開發行公司規則合併共同認購或歸併一人認購。若原有股東未於

前述期間認足者，公司就未認購部分得依公開發行公司規則公開發行或洽特定人認購。

- 2.5 於不違反開曼公司法之前提下，公司得經股東會重度決議發行附有限制權利之新股（以下稱「限制型股票」）予公司及從屬公司之員工，惟於發行該等股份時，不適用本章程第 2.3 條之規定。公司股份於櫃買中心上櫃期間，限制型股票之發行條件，包括但不限於限制型股票之發行數量、發行價格及其他相關事項，應符合公開發行公司規則之規定。
- 2.6 第 2.4 條規定之股東優先認股權於公司因以下原因或基於以下目的發行新股時，不適用之：
- (a) 公司與他公司合併，或為組織重組；
 - (b) 公司為履行認股權憑證及/或選擇權下之義務，包括本章程第 2.8 條及第 2.10 條所規定者；
 - (c) 公司依本章程第 2.5 條規定發行限制型股票；
 - (d) 公司為履行可轉換公司債或附認股權公司債下之義務；
 - (e) 公司為履行附認股權特別股下之義務；或
 - (f) 公司進行私募時。
- 2.7 公司不得發行任何未繳納股款或繳納部分股款之股份。
- 2.8 縱有本章程第 2.5 條之規定，公司得經董事會三分之二以上董事出席及出席董事超過二分之一之同意，通過一個以上之激勵措施並得發行股份或選擇權、認股權憑證或其他類似之證券予公司及其從屬公司之員工。
- 2.9 依前述第 2.8 條發行之選擇權、認股權憑證或其他類似之證券不得轉讓，但因繼承者不在此限。
- 2.10 公司得與其員工及其從屬公司之員工依前述第 2.8 條所定之激勵措施簽訂契約，約定於一定期間內，員工得認購特定數量之公司股份。此等契約之條款對相關員工之限制不得低於其所適用之激勵措施所載條件。
- 2.11 公司不得發行無記名股票。

3 特別股

- 3.1 雖本章程另有規定，公司得以股東會特別決議發行具有優先或其他特別權利之任何類別股份（以下稱「特別股」），該等股份之權利及義務應明定於本章程中。

3.2 特別股之權利及義務應包含（但不限於）下列事項，且應符合公開發行公司規則之規定：

- (a) 特別股分派股息及紅利之順序、定額或定率；
- (b) 分派公司剩餘財產之順序、定額或定率；
- (c) 特別股股東行使表決權之順序或限制（或無表決權）；
- (d) 公司經授權或被強制贖回特別股之方式或不適用贖回權之說明；及
- (e) 有關附隨於特別股之權利及義務之其他事項。

4 股東名冊

- (a) 於股份在櫃買中心櫃檯買賣期間，董事會應於開曼群島境外之經董事指定之處所，依開曼公司法及公開發行公司規則備置股東名冊。
- (b) 如公司股份終止櫃檯買賣時，公司亦應依開曼公司法第 40 條之規定備置股東名冊。
- (c) 於櫃買中心交易之股份，其所有權得以符合公開發行公司規則所定之方式證明及移轉。

5 股東名冊停止過戶或訂定基準日

- 5.1 為決定得收受股東會開會或延會通知，或於股東會行使表決權之股東，或得收受股利或其他分派之股東，或為其他事由決定股東名單，董事會得依公開發行公司規則所定期間，停止股東名冊之過戶登記。
- 5.2 除股東名冊變更之停止外，或為取代股東名冊變更之停止，董事會得預先或延後指定一日為基準日，以決定得收受股東會開會或延會通知，或於股東會行使表決權之股東，或得收受股利或其他分派之股東，或為其他事由決定股東名單。
- 5.3 若股東名冊並未停止變更，且未指定基準日用以決定得收受股東會開會通知，或於股東會行使表決權之股東，或得收受股利或其他分派之股東，則會議通知寄送日或董事會決議分派股利或其他分配之日，即係決定該等股東名單之基準日。已依本章程決定有權於股東會投票之股東名單時，該決定亦適用於股東會延會。

6 股票

- 6.1 除公開發行公司規則之規定要求印製股票外，公司發行之股份應以無實體發行。股份於櫃買中心之上櫃期間，不論本章程如何規定且於不違反開曼法律之情形下，該等股份發行之相關資料應由集保結算所依公開發行公司規則所規定之方式登錄之，且對於集保結算所提供予公司之紀錄載明為公司股份持有人，公司應承認其為股東；上述紀錄並應構成股東名冊之一部。如公司依公開發行公司規則應發行股票，表彰股份之股票（如有）應根據董事會決定之格式製作。股票應由董事會授權之一

位或一位以上董事或其他經授權之人簽署。董事會得授權以機械程序簽發其有權簽署的股票。所有股票應連續編號或以其他方式識別之，並註明其所表彰的股份。為轉讓之目的交付予公司之股票應予以註銷，且依本章程規定，於繳交並註銷與所表彰股份相同編號之舊股票前，不得發行新股票。

- 6.2 於公司應印製股票時，公司就超過一人共同持有之股份毋須簽發超過一張之股票。交付股票予股份共同持有人任一人即完成交付。
- 6.3 若股票經塗污、磨損、遺失或損壞，得於提出證據證明、賠償之條件下（如有）並支付公司在調查證據過程中所產生之合理費用以換發新股票，該相關費用由董事會定之，並於交付舊股票時（在塗污或磨損的情況下）支付之。
- 6.4 依本章程規定寄發之股票將由股東或其他有權取得股票之人負擔風險。公司對於寄送過程中股票之遺失或延誤，毋須負責。
- 6.5 若公司應印製股票，公司應依公開發行公司規則之規定，於得發行股份之日起三十日內，對認股人或應募人交付股票，並依公開發行公司規則於交付股票前公告之。

7 股份轉讓

- 7.1 於不違反本章程第 2.1 條之規定下，公司發行之股份得自由轉讓。
- 7.2 股份轉讓文件應為書面，並經讓與人或讓與人之代表人簽署（如董事會要求，並經受讓人或受讓人之代表人簽署）。於受讓人之姓名登記於公司股東名冊之前，讓與人仍應視為股份持有人。
- 7.3 縱有前述規定，若股份係於櫃買中心上櫃買賣，股份轉讓於依公開發行公司規定所定方式透過集保結算所帳簿劃撥制度辦理後生效。

8 股份買回與贖回

- 8.1 於不違反開曼公司法之情形下，公司得發行由公司或股東行使贖回權之股份。贖回股份之方式應由公司以股東會特別決議所訂之方式為之。
- 8.2 於不違反開曼公司法及本章程之情形下，公司得依經三分之二以上董事出席及出席董事過半數同意之董事會所決定之條件及方式買回其股份（包括可贖回股份及於櫃買中心掛牌之股份）。
- 8.3 公司如依本章程第 8.2 條規定買回於櫃買中心掛牌之股份者，應依公開發行公司規則之規定，將董事會同意之決議及執行情形，於最近一次之股東會報告。縱因故未執行買回於櫃買中心掛牌之股份之提案者，亦同。
- 8.4 公司得以依開曼公司法允許之任何方式，支付贖回或買回股份之股款（包括自資本中撥款支付）。

9 股份權利變更

- 9.1 若公司資本被劃分為不同類別之股份，無論公司是否已清算，除該類別股份發行條件另有規定外，該類別股份之權利得經該類股份持有人之股東會特別決議變更之。縱有前述規定，如本章程之修改或變更將損及任一類別股份之優先權，則相關之修改或變更應經股東會特別決議及該類別受損股份股東另行召開之股東會特別決議通過。該等會議應準用本章程有關股東會之規定。
- 9.2 持有發行時具優先權或其他權利之股份持有人，除該類別股份之發行條件另有明文規定外，其權利不因創設或發行與其順位相同之其他股份而被視同變更。

10 股東名冊所載股東為股份絕對持有人

除股東名冊所載股東對股份所有之絕對權利外，公司無須承認亦不受拘束，或被迫以任何方式承認（即使已受通知）任何衡平、或有、未來利益或部分之股份權益，或（除本章程或開曼公司法另有規定外）任何其他股份上之權利。

11 股份移轉

- 11.1 如股東死亡，共同持有股份之其他尚存共同持有人，或如單獨持有股份者，其法定代理人，為公司承認唯一有權享有股東權益之人。死亡股東之財產就其所共同或單獨持有之股份所生之義務不因死亡而免除。
- 11.2 因股東死亡、破產、清算或解散（或因轉讓之外其他情形）而對股份享有權利之人，於董事會認為證據充足時，得以書面通知公司登記為該股份持有人或選擇指定他人登記為該股份持有人。如對該股份享有權利之人選擇使他人登記為該股份持有人，其應簽署股份轉讓之文件予該他人。
- 11.3 因股東死亡、破產、清算或解散（或因轉讓之外其他情形）而對股份享有權利之人，有權取得如同其係登記為股份持有人之股利、其他分配或其他利益。惟該對股份享有權利之人於成為公司股東前，不得行使股東於股東會之權利。董事會得隨時通知要求該對股份享有權利之人登記為股東或指定他人登記為股份持有人。若未於收到通知或視為收到通知後九十日內遵循通知上之要求（依本章程認定），其後董事得拒絕給付就該股份之股利、其他分配、紅利或其他金錢，直到符合通知之要求。
- 11.4 不論前述如何規定，股份於櫃買中心之上櫃期間，股份之移轉於依公開發行公司規定所定方式透過集保結算所帳簿劃撥制度辦理後生效。

12 章程大綱和章程之修改和資本變更

- 12.1 公司得以普通決議：

(a) 根據公司於股東會之決定，依普通決議所定數額增加股本及此等股本所得享有的權利、優先權和特權；

- (b) 將全部或部分股本合併且分割為較現有股份數額為大之股份；
 - (c) 將全部或一部已繳納股款之股份轉換為股票，並再將該股票轉換為任何面額之已繳納股款之股份；及
 - (d) 註銷任何於普通決議通過之日未為任何人取得或同意取得之股份，並減少與已註銷之股份數額相對應之資本額。
- 12.2 所有依前條規定創設之股份，應受本章程中關於原股份之股份轉讓、移轉或其他規定相同之限制。
- 12.3 在不違反開曼公司法和章程所定應經普通決議之事項之相關規定下，公司得以特別決議：
- (a) 變更其名稱；
 - (b) 修改或增訂章程；
 - (c) 修改或增加章程大綱有關宗旨、權力或其他特別載明事項；及
 - (d) 減少資本及資本贖回準備金。
- 12.4 在不違反開曼公司法和本章程第 12.5 條規定之情形下，公司得隨時經重度決議：
- (a) 將可分派股息及/或紅利及/或其他本章程第 35 條所定款項撥充資本；
 - (b) 合併（除符合開曼公司法定義之合併僅需經公司特別決議同意外）或分割；
 - (c) 締結、變更或終止關於公司出租全部營業、委託經營或與他人經常共同經營之協議；
 - (d) 讓與全部或主要部分之營業或財產；或
 - (e) 取得或受讓他人的全部營業或財產而對公司營運有重大影響者。
- 12.5 在不違反開曼公司法之情形下，公司得自願解散：
- (a) 如公司係因無法清償到期債務而自願解散者，經普通決議；或
 - (b) 如公司係因前述第 12.5(a)條以外之事由而自願解散者，經特別決議。
- 12.6 在不違反開曼公司法之情形，且除依本章程第 2.2 條規定取得董事會同意外，公司得以特別決議，依公開發行公司規則之規定，在中華民國境內對下列之人進行有價證券之私募（以下稱「私募」）：
- (a) 銀行業、票券業、信託業、保險業、證券業或其他經金管會核准之法人或機構。
 - (b) 符合金管會所定條件之自然人、法人或基金。
 - (c) 公司或其從屬公司之董事、監察人(如有)及經理人。

- 12.7 公司得以任何開曼公司法或公開發行公司規則授權之方式以特別決議減少其資本及資本贖回準備金。除開曼公司法或公開發行公司規則另有規定者外，減少資本，應依股東所持股份比例減少之。
- 12.8 在不違反開曼公司法之情形下，公司得以重慶決議，將其資本公積之一部或全部，按股東所持股份比例，以發行新股（作為紅利股份）或現金之形式，分配予股東。

13 營業處所

在不違反開曼公司法規定之情形下，公司得經董事會決議變更其註冊處所之所在地。除註冊處所外，公司得經董事會決定設置其他營業處所。

14 年度股東常會

- 14.1 公司應每年召集一次股東常會並於每一會計年度終了後六個月內召開。
- 14.2 董事會應召集股東會。
- 14.3 除開曼公司法另有規定外，股東會（包括年度股東常會及股東臨時會）應於中華民國境內召開。如董事會決議在中華民國境外召開股東會，公司應於董事會決議後二日內向櫃買中心申請核准。於中華民國境外召開股東會時，公司應委任中華民國境內之專業股務代理機構，處理該次股東會之行政事宜（包括但不限於處理股東委託投票事宜）。

15 股東臨時會

- 15.1 年度股東常會外之股東會均為股東臨時會。
- 15.2 如認有必要或需要，董事會得隨時召集股東臨時會，且經股東依本章程第 15.3 條請求時，董事會應立即召集股東臨時會。
- 15.3 本章程第 15.2 條股東請求係指於提出請求時，由已繼續一年以上持有已發行股份總數百分之三以上股份之股東所為者。
- 15.4 股東請求須以書面記明提議於股東臨時會討論之事項及理由，並由提出請求者簽名，交存於註冊處所，且得由格式相似的數份文件構成，每一份由一位或多位請求者簽名。
- 15.5 如董事會於股東提出請求日起十五天內未為股東臨時會召集之通知，則提出請求之股東得自行召集股東臨時會；惟如召開股東臨時會之地點位於中華民國境外，提出請求之股東應事前向櫃買中心申請核准。

16 股東會通知

- 16.1 年度股東常會之召開，應至少於三十天前通知，股東臨時會之召開，應至少於十五日前通知各有權出席及表決之股東，並載明會議召開之地點、日期、時間及召集事由。
- 16.2 董事會應依公開發行公司規則之規定擇定基準日以決定得收受股東會通知及得於股東會行使表決權之股東，並依公開發行公司規則之規定，停止股東名冊記載之變更。
- 16.3 縱使召集股東會之通知期間較本章程所定期間為短，如經全體得出席年度股東常會或股東臨時會（視情形而定）之股東同意，該等股東會視為經合法召開。
- 16.4 於不違反第 17.4 條之情況下，倘公司意外漏發股東會通知予有權收受通知之人，或有權收受通知之人未收到股東會通知，股東會之程序不因之而無效。
- 16.5 股份於櫃買中心上櫃期間內，公司應依本章程第 16.1 條之規定公告股東會開會通知書、委託書用紙、議程及有關承認案與討論案（包括但不限於選任或解任董事之議案）等各項議案之資料，並依公開發行公司規則傳輸至公開資訊觀測站。如股東於股東會之表決權以書面行使者，公司亦應將前述資料及書面行使表決權用紙，依本章程第 16.1 條之規定併同寄送給股東。董事會並應依公開發行公司規則準備股東會議事手冊和補充資料，寄發予股東或以其他方式供所有股東取得，並傳輸至公開資訊觀測站。
- 16.6 下列事項，應載明於股東會召集通知並說明其主要內容，不得以臨時動議提出：
- (a) 選任或解任董事；
 - (b) 變更章程；
 - (c) (i)公司解散、合併或分割；(ii) 締結、變更或終止關於公司出租全部營業、委託經營或與他人經常共同經營之協議；(iii)讓與公司全部或主要部分營業或財產；(iv)取得或受讓他人全部營業或財產而對公司營運有重大影響者；
 - (d) 解除董事所為之與公司業務範圍相同行為之競業禁止；
 - (e) 以發行新股之方式分派公司全部或部分盈餘
 - (f) 以發行新股或現金之方式，分派資本公積；及
 - (g) 公司私募發行具股權性質之有價證券。
- 16.7 董事會應在公司之註冊處所（如有適用）及公司位於中華民國境內之股務代理機構備置公司章程、股東會議事錄、財務報表、股東名冊以及公司發行之公司債存根簿。股東得檢具利害關係證明文件，指定查閱範圍，隨時請求檢查、查閱或抄錄前述文件。

- 16.8 公司應依公開發行公司規則，將應提交股東會並由董事會準備之所有表冊，以及審計委員會準備之報告書，於股東常會十天前備置於其註冊處所（如有適用）及其於中華民國境內之股務代理機構。股東可隨時檢查和查閱前述文件，並可偕同其律師或會計師進行檢查和查閱。
- 16.9 董事會得於依本章程召集之股東會會議開始前發出股東會延期通知。該延會通知應依原股東會召集通知之規定寄送。
- 16.10 董事有權收受股東會通知、出席股東會及於股東會發言。

17 股東會議事程序

- 17.1 除非出席股東代表股份數已達法定出席股份數，股東會不得為任何決議。除本章程另有規定外，代表已發行股份總數過半數之股東親自或委託代理人出席，應構成股東會之法定出席股份數。
- 17.2 董事會應依公開發行公司規則之要求，提交其為年度股東常會所準備之營業報告書、財務報表、及盈餘分派或虧損撥補之議案供股東承認或同意。經股東會承認後，董事會應將經承認的財務報表及公司盈餘分派或虧損撥補決議之副本分發予各股東，副本之分發並得以公告方式為之。
- 17.3 除本章程另有規定外，於股東會中交付表決之議案應以投票為之，不得以舉手表決之方式為之。
- 17.4 章程之內容不得妨礙任何股東於決議之日起三十日內向有管轄權之法院提起訴訟，就股東會召集程序有瑕疵或決議方式有瑕疵之決議尋求適當救濟。因前述事項所生之爭議並得以臺灣臺北地方法院為管轄法院。
- 17.5 除開曼公司法、章程大綱或本章程另有明文規定外，任何提經股東會決議、核准、確認或採行之事項得以普通決議為之。
- 17.6 於相關之股東名冊停止過戶期間前持有已發行股份總數百分之一以上股份之股東，得以書面向公司提出一項股東常會議案。下列提案均不列入議案：(a)提案股東持股未達已發行股份總數百分之一者；(b)該提案事項非股東會所得決議者；(c)該提案股東提案超過一項者；或(d)該提案於公告受理期間外提出者。
- 17.7 除經出席並有表決權之股東以過半數另為同意外，董事長如有出席，應擔任股東會主席。如其未出席，應由出席並有表決權之股東指派或選任會議主席。
- 17.8 除本章程另有規定外，如股東會會議時間開始時出席股東代表股份數未達法定出席股份數，主席得宣布延後開會，但其延後次數以二次為上限，且延後時間合計不得超過一小時。如股東會經延後二次開會但出席股東代表股份數仍不足法定出席股份數時，主席應宣布該股東會解散。如仍有召開股東會之必要者，應依章程規定重行召集之。

18 股東投票

- 18.1 在不影響其股份所附有之任何權利或限制下，每一親自出席或委託代理人出席之自然人股東，或經由其合法授權之代表人親自出席或委託代理人出席之法人或其他非自然人股東，就其所持有的每一股份均有一表決權。股東係為他人持有股份時，該股東得分別行使表決權。其分別行使表決權之資格條件、適用範圍、行使方式、作業程序及其他事項應遵循公開發行公司規則之規定。
- 18.2 除於相關股東會或特定類別股份股東會基準日已登記為該股份之股東，且已繳納相關股款者外，任何人均無權在股東會上行使表決權。
- 18.3 股東得親自或透過代理人行使表決權。股東得以公司準備之委託書，載明委託範圍委託代理人出席股東會行使表決權；惟一股東僅得以一份委託書指定一位代理人出席股東會並行使表決權。
- 18.4 董事會得決定股東於股東會之表決權得以書面投票或電子方式行使之，惟股東會於中華民國境外召開者，或依公開發行公司規則之要求，公司應使股東得以書面投票或電子方式行使表決權。如表決權得以書面投票或電子方式行使時，行使表決權之方式應載明於寄發予股東之股東會通知。股東擬以書面投票或電子方式行使其表決權者，應於股東會開會二日前將其投票指示送達於公司。投票指示有重複時，以最先送達者為準，但股東於後送達之投票指示中以書面聲明撤銷先前投票指示者，不在此限。股東依前開規定以書面投票或電子方式行使其於股東會之表決權時，視為委託主席為其代理人依其書面或電子文件指示之方式行使表決權。作為代理人之主席就未記載於書面或電子文件之事項及／或對原議案之修正，於該次股東會不得行使該股東之表決權。就該次股東會之臨時動議及／或原議案之修正，此等股東視為放棄行使表決權。
- 18.5 倘股東擬以書面投票或電子方式行使表決權並已依第 18.4 條之規定向公司送達其投票指示後，欲親自出席股東會者，至遲應於股東會開會前二日，以與先前投票指示依第 18.4 條送達公司相同之方式（如快遞、掛號郵件或電子方式，依其適用情形），另向公司送達其欲撤銷先前投票指示之個別通知。倘股東逾期撤銷者，仍以書面或電子方式行使之表決權為準。

19 代理

- 19.1 委託書應以董事會同意之格式為之，並載明僅為特定股東會使用。委託書應為書面，並經委託人或其以書面合法授權之代理人簽署。如委託人為公司時，由其合法授權之職員或代理人簽署。受託代理人毋庸為公司之股東。
- 19.2 於不違反公開發行公司規則之情況下，除根據中華民國法律組織的信託事業或經公開發行公司規則核准之股務代理機構外，一人同時受兩人以上股東委託時，除依第 18.4 條之規定主席視為股東委託之代理人之情形外，其代理的表決權數不得超過公司停止股東名冊過戶期間前，已發行股份總數表決權之百分之三；超過時其超過的表決權，不予計算。

- 19.3 倘股東以書面或電子方式行使表決權，並以委託書委託代理人出席股東會，以受託代理人出席行使之表決權為準。股東已以委託書委託代理人出席股東會後，如欲親自出席股東會或以書面或電子方式行使表決權者，應至遲於股東會二日前以書面向公司為撤銷委託書委託代理人之通知。如股東未於所定期間前撤銷其委託者，以委託書委託代理人出席行使之表決權為準。
- 19.4 除依第 18.4 條之規定主席視為股東委託之代理人之情形外，委託書應至少於委託書所載代理人代委託人投票之股東會或其延會五天前，送達公司之註冊處所、公司在中華民國之股務代理機構辦公室，或股東會召集通知或公司寄出之委託書上指定之處所。除股東於後送達之文件中明確以書面聲明撤銷先前之委託外，公司收到同一股東之數份委託書時，以最先送達者為準。
- 19.5 於股份於櫃買中心上櫃期間內，委託書之使用與徵求應符合公開發行公司規則，包括但不限於「中華民國公開發行公司出席股東會使用委託書規則」。

20 法人股東

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

21 異議股東股份收買請求權

- 21.1 股東會決議通過下列事項之一時，於會議前已以書面通知公司其反對該項議案之意思表示，並在股東會提出反對意見的股東，得請求公司以當時公平價格收買其所有之股份：
- (a) 公司締結、變更或終止有關出租公司全部營業，委託經營或與他人經常共同經營之契約；
 - (b) 公司轉讓其全部或主要部分的營業或財產，但公司因解散所為之轉讓不在此限；或
 - (c) 公司受讓他人全部營業或財產，對公司營運產生重大影響者。
- 21.2 於公司營業被分割或進行合併之情況下，於作成分割或合併之股東會前或股東會中，股東以書面表示異議或以口頭表示異議經紀錄者，且放棄表決權者，得要求公司按當時公平價格收買其持有之股份。

22 無表決權股份

- 22.1 下列情形所持有之公司股份在任何股東會上無表決權，亦不得算入已發行股份之總數：
- (a) 公司為自己利益持有之股份；
 - (b) 直接或間接被持有已發行有表決權之股份總數或資本總額超過半數之從屬公

司，所持有之公司股份；或

(c) 公司、從屬公司、公司為其從屬公司之控股公司及該控股公司之從屬公司直接或間接持有他公司已發行有表決權之股份總數或資本總額超過半數之公司，所持有之公司股份。

22.2 股東對於股東會討論之事項，有自身利害關係致有害於公司利益之虞時，不得加入該議案之表決，且其持有之股份數不算入已出席股東之表決權數。惟其持有之股份數仍得算入法定出席股份數。上述股東亦不得代理他股東行使表決權。

22.3 董事以股份設定質權超過最近一次選任當時所持有之公司股份數額二分之一時，其超過部分無表決權，亦不計入股東會已出席股東之表決權數，惟應計入計算股東會出席人數時之股份數。

23 董事

23.1 公司董事會，設置董事人數不得少於五人，每一董事任期三年，得連選連任。於符合相關法令要求（包括但不限於對上櫃公司之要求）之前提下，公司得隨時以特別決議增加或減少本條所定之董事人數。

23.2 除經櫃買中心核准者外，董事間應有超過半數之席次，不得具有配偶關係或二親等以內之親屬關係。

23.3 公司召開股東會選任董事者，當選人不符第 23.2 條之規定時，不符規定之董事中所得選票代表選舉權較低者，於符合第 23.2 條規定之必要限度內，其當選失效。已充任董事違反前述規定者，當然解任。

23.4 除公開發行公司規則另有規定者外，公司應設置獨立董事，人數不得少於三人且獨立董事應達全體董事席次五分之一。於公開發行公司規則要求範圍內，獨立董事其中至少一人應在中華民國境內設有戶籍，且至少一名獨立董事應具有會計或財務專業知識。

23.5 獨立董事應具備專業知識，且於執行董事業務範圍內應保持獨立性，不得與公司有直接或間接之利害關係。獨立董事之專業資格、持股與兼職限制、獨立性之認定，應符合公開發行公司規則之規定。

24 董事會權力

24.1 於符合開曼公司法規定、章程大綱和章程以及股東會依章程通過之決議所作指示之前提下，公司之業務應由董事會執行。於章程大綱或章程之變更或股東會作出指示前，董事會所為之行為仍屬有效，不因該等變更或指示而歸於無效。合法召集且達法定出席人數之董事會，得行使一切董事會得行使之權力。

24.2 於不違反本章程之前提下，董事會得行使公司之一切權力進行借款，對公司之保證、財產設定全部或一部之抵押或負擔，或發行債券、債券股票、設定抵押、公司債券或其他相關證券，並以之作為公司或任何第三人債務、責任或義務之擔保。

25 董事選任及解任

25.1 公司得於股東會選任任何人為董事，其投票方式應依下述第 25.2 條為之。有代表公司已發行股份總數過半數之股東出席（親自出席或委託出席）者，即構成選舉一席以上董事之股東會之法定出席股份數。

25.2 獨立董事與非獨立董事應一併進行選舉，且該選舉應依投票制度採行累積投票制，每一股東得行使之投票權數為其所持之股份乘以應選出董事人數（包含獨立董事及非獨立董事）之數目（以下稱「特別投票權」），任一股東行使之特別投票權總數得由該股東依其選票所載，集中選舉一名董事/獨立董事候選人，或分配選舉數名董事/獨立董事候選人。與董事/獨立董事應選人數相當獲得最多選票之候選人，當選為董事/獨立董事。獨立董事選舉應採候選人提名制度。在不違反開曼公司法之情形下，獨立董事之提名及相關公告，應依公開發行公司規則辦理。

25.3 獨立董事因故辭職或解任，致人數不足三人時，公司應於最近一次股東會補選之。所有獨立董事均辭職或解任時，董事會應於六十日內，召開股東臨時會補選獨立董事以填補缺額。

25.4 董事因故解任，致不足五人者，公司應於最近一次股東會補選之。但董事缺額達章程所定席次三分之一者，公司應自事實發生之日起六十日內，召開股東臨時會補選之。

25.5 法人為股東時，得由其代表人依據本章程之規定當選為公司之董事。代表人有數人時，得分別當選。

25.6 公司得隨時以重度決議解任任何董事，不論有無指派另一董事取代之。於原董事任期尚未屆滿前，股東得於股東會依據本章程第 25.2 條所定之方式全面改選董事。如股東會未決議原董事於任期屆滿始為解任者，全體原董事之任期應視為於改選之日或任何其他經股東會決議之日屆滿。前述改選應有代表已發行股份總數過半數之股東親自出席或委託他人出席。

25.7 董事執行業務，有重大損害公司之行為或違反法令或章程之重大事項，股東會未為重度決議將其解任者，得由持有公司已發行股份總數百分之三以上股份之股東，於股東會後三十日內訴請法院裁判解任之，並得以臺灣臺北地方法院為管轄法院。

26 董事解任

董事如有下列情事之一者，應被解任：

(a) 依本章程被解任；

(b) 以書面通知公司辭任董事職務；

- (c) 死亡、破產或與全體債權人為協議或和解；
- (d) 經相關管轄法院或官員裁決其依所適用之法令為無行為能力或僅有限制行為能力；
- (e) 曾犯中華民國法規禁止之組織犯罪，經有罪判決確定，且服刑期滿尚未逾五年；
- (f) 曾犯詐欺、背信或侵占經受有期徒刑一年以上宣告，服刑期滿尚未逾二年；
- (g) 曾服公務虧空公款，經有罪判決確定，服刑期滿尚未逾二年；或
- (h) 曾因使用票據而遭退票尚未期滿者。

如董事候選人有前項第(c)、(d)、(e)、(f)、(g)及(h)款情事之一者，該董事候選人應被取消董事候選人之資格。

27 董事會議事程序

- 27.1 在不違反公開發行公司規則之情形下，於股份於櫃買中心上櫃前，董事長得因執行業務之需要隨時召集董事會（不論係於開曼群島境內或境外）、休會及依其認為適切之方式進行會議。於股份於櫃買中心上櫃期間，董事會之召集應至少於七日前載明召集事由通知各董事，但遇有緊急情事時，董事長得以符合公開發行公司規則之方式以較短之通知期間召集董事會。董事會會議中之決議投票通過應有多數贊成票之支持，票數相同時則為不通過。
- 27.2 除經董事會另為決定外，董事會執行業務之法定出席人數應為當時在任董事人數或本章程另行規定人數之過半數。
- 27.3 於公開發行公司規則允許範圍內，董事得以視訊會議或依公開發行公司規則所允許之方式，以使參與會議之所有成員得與其他會議成員溝通之通訊設施參與董事會或委員會。以此種方式參與董事會之董事應視為親自出席。
- 27.4 若董事會召集通知已由公司親送予董事，或以快遞、郵寄、越洋電報、電傳、傳真、電子郵件或其他可識別文字之方式發送至該董事最後通訊地址或其指定地址，董事會召集通知應視為已合法送達該董事。
- 27.5 縱董事有缺額，在任之董事得繼續執行職務，然於董事缺額已使董事會開會無法達到本章程所訂之法定出席人數時，在任之董事得為補足董事缺額或召集股東會之目的繼續執行職務，但不得為其他目的繼續執行職務。
- 27.6 縱嗣後發現董事選任程序有瑕疵、相關董事不適格、已解任及/或無表決權，董事會或董事委員會成員先前所為行為仍為有效，如同該董事業經合法選任及/或具備擔任董事資格及/或未解任及/或具有表決權（視情形而定）。

27.7 董事得以書面委託代理人出席董事會。代理人應計入法定出席人數，其所進行之表決視為原委託董事之表決。

28 董事利益

28.1 董事（除獨立董事外）在其擔任董事期間，可同時擔任本公司任何其他職位，其任期與任職之約款（例如報酬及其他）由董事會決定。

28.2 董事（除獨立董事外）得親自或透過其事務所為本公司提供專業服務，且該董事或其事務所，得就所提供之專業服務收取報酬如同其非擔任本公司董事或代理董事。

28.3 董事（除獨立董事外）得擔任本公司發起設立或本公司係該他公司之股東、契約相對人或其他關係人之其他公司之董事、經理人或其他關係人，且董事基於該等身分取得之報酬或利益毋須歸於本公司。

28.4 任何人不應因其以供應商、購買人或其他身分與公司締約而喪失董事資格或因其擔任董事職位而禁止為該締約行為，且任何該等契約或由公司或代表公司簽訂而與董事有利害關係之契約或交易，亦不因此為無效；且締約或有利害關係之任何董事，無須基於其董事身分或因此所成立之信賴關係，將該等契約或交易所實現或所產生之利益歸於公司，惟本條規定不適用於獨立董事。

28.5 如董事為其他特定事務所或公司之股東、董事、經理人或員工而被認定為與該事務所或公司所為交易中之關係人時，應依相關法令要求向本公司說明此一利害關係。

28.6 縱本章程第 28 條有相反規定，董事為自己或他人為屬於公司營業範圍內之行為，應對股東會說明其行為之重要內容，並取得股東會重度決議許可。

28.7 縱本章程第 28 條有相反規定，董事如對董事會議討論之事項，有自身利害關係者，該董事應於相關董事會說明其自身利害關係之性質及重要內容。

28.8 縱本章程第 28 條有相反規定，董事就其有利害關係之董事會議案，如該利害關係與公司利益相衝突致有害於公司利益之虞者，不得行使表決權或代理其他董事行使表決權。前述不得行使投票權之董事，不算入已出席董事之表決權數。

29 議事錄

董事會應將會議記錄納入為以下目的所備置之表冊：

- (a) 董事會所為經理人之選任；及
- (b) 各股東會、特別股股東會、董事會、委員會之議事程序及決議，包括出席董事之姓名。

30 董事會權力之委託

- 30.1 董事會得以符合公開發行公司規則之方式將其權力、職權或權限（包括複委託之權力）委託予由一位或多位董事組成之委員會行使。如有需要由常務董事或擔任其他行政職位之董事行使相關權力、職權或權限，亦得委託該等董事行使之，惟受委託之常務董事喪失董事身分時，委託即應撤回。任一委託得依董事會所定條件為之，且得附屬或獨立於董事會本身之權力，並得由董事會撤回或變更。依該董事會所定條件之限制，本章程所定關於董事會議事程序，於可適用之情況下，亦適用於委員會議事程序。
- 30.2 董事會得設置任何委員會或委任任何人為經理人或管理公司事務之代理人。任一委任得依董事會所定條件為之，且得附屬或獨立於董事會本身之權力，並得由董事會撤回或變更。
- 30.3 董事會得依其訂定之相關條件，以授權或以其他方式指定任何人作為公司代理人，但該指定並不排除董事自身權力，並得由董事會隨時撤回。
- 30.4 董事會得以授權或以其他方式，直接或間接，依其認為適當之條件指定任何公司、事務所、人或團體，擔任公司之代理人或有權簽章人，並決定其權力、職權與權限（限於董事會依本章程規定所得享有或行使者）、期間及條件。該等授權得涵蓋董事會認為適當之條款，以保護或方便與該代理人或有權簽章人處理事務之人，並得授權該代理人或有權簽章人複委託其權力、職權或權限。
- 30.5 董事會認為有必要時得任命公司之經理人（為避免疑義，包括但不限於秘書），並決定其任期、報酬及職權，並適用相關資格喪失及解任之規定。除其任命條件另有規定外，董事會或股東會得決議解任該經理人。於經理人以書面向公司為辭任之通知時，其辭任即生效。

31 公開收購

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

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

32 董事報酬

董事報酬由董事會參考薪資報酬委員會之建議（僅適用於薪資報酬委員會設置後）、其他同業水準決定，且不論公司盈虧均應支付。因往返董事會、董事會下之委員會、公司股東會或與公司業務相關或為董事一般職務而適當支出之差旅費、住宿費及其他費用，董事得請求支付。董事有權依本章程、開曼公司法、公開發行公司規則、服務協議或其他與公司簽訂之相似契約，享有公司之盈餘分派。

33 印章

- 33.1 經董事會決定，公司得備置印章，其僅能依董事會授權或由董事會授權之委員會依授權範圍使用之；公司印章所蓋印之文件，亦應由董事或經理人或其他董事會指定之人於其上簽名。
- 33.2 公司得於開曼群島境外之其他地區備置複製之公司印章，且董事會得決定於複製之印章上加註其使用之地區。
- 33.3 公司董事、經理人、代表人或代理人得為證實文件內容之真實性或為提呈開曼群島或其他地區之公司登記機關，於該等文件上加蓋公司印章於其簽名之上。

34 股利、分派及公積

- 34.1 本公司屬精品裝潢業，企業生命週期正值業務擴充追求穩定成長階段，考量公司整體發展、財務規劃、資金需求及產業景氣及前景等相關因素，並確保維護股東權益，本公司未來股利之發放應採取保守穩健之股利發放政策。於不違反開曼公司法、本章程第 12.4(a)條及本章程規定，且除任一股份所附之權利另有規定外，公司得依董事會決議通過，並經股東常會普通決議通過之盈餘分派議案分派盈餘。如有盈餘，於擬訂該盈餘分派議案時，董事會應就每會計年度提撥盈餘作為：(i) 支付相關會計年度之稅捐；(ii) 彌補歷年虧損；(iii) 主管機關依公開發行公司規則要求提撥之特別盈餘公積。在不違反開曼公司法之情形下，於合併歷年累積未分配盈餘，且由董事會依本章程第 34.5 條規定，於每會計年度為發展目的而提撥適宜之特定數額作為準備金後，剩餘數額經股東同意後依下列次序及方式分派之：

- (1) 員工紅利不低於 0.2%；
- (2) 董事酬勞不高於 5%；且
- (3) 股東股利不低於 50%，且現金股利不低於股利總額之 10%。

股東股利及員工紅利之分配依董事會決定得以現金或股票方式或現金搭配股票方式分配。董事會得視當年度實際獲利及營運狀況調整現金股利之發放比例。員工紅利以股票方式分配時，符合一定條件之從屬公司員工得受股票紅利及現金紅利之分配。公司就未分派之股息及紅利概不支付利息。

- 34.2 除公司已實現或未實現盈餘、股份發行溢價帳戶或以開曼公司法允許之其他款項支付股利或為其他分派外，公司不得發放股利或為其他分派。除股份所附權利另有

規定者外，所有股利及其他分派應依股東持有股份之比例計算之。如股份發行條件係從一特定日期開始計算股利，則該股份之股利應依此計算。

- 34.3 股東如因任何原因應向公司支付任何款項，董事會得從應支付予該股東之股利或其他分派中扣抵之。
- 34.4 在不違反本章程第 34.1 條及開曼公司法之情形下，董事會得決定全部或部分之股利或其他分派以特定資產為之（得為他公司之股份、債券或有價證券），或以其中一種或多種方式支付，惟（a）（i）其分派之財產及抵充之數額應經股東會決議，且（ii）應取得收受財產股東之同意，以及（b）分派財產之價值及抵充之數額，應於董事會提呈股東會決議前經中華民國會計師查核簽證。倘此一分派方式有所困難，董事會得以其認為便捷之方式解決，並得依其所確定之價值向股東支付現金，以調整所有股東的權利，並得就特定資產設立信託。
- 34.5 董事會於發放股利或其他分派前，自公司盈餘中提撥部分其認為適當之準備金，依董事會決定支應於公司營運之任何用途或用於公司業務。
- 34.6 任何股利、其他分派、利息或與股份有關的其他現金支付款項得以匯款轉帳給股份持有者，或以支票或憑證直接郵寄到股份持有者的登記地址。於共同持有股份之情形，任何股利、分派、利息或股份相關之現金得支付給股東名冊所載第一列名之持有人或共同持有人書面指示之其他人之其他地址。每一支票或憑證應憑收件人的指示支付。如二人以上之人登記為股份共同持有人，任一人得於收迄該等股息、其他分派、紅利或與股份有關的其他現金支付款項後出具有效收據。
- 34.7 任何股利或其他分派不得向公司要求加計利息。
- 34.8 董事會應擇定基準日決定有權獲配股利或其他分派之股東。股東名冊之變更於相關基準日前五日或公開發行公司規則或開曼公司法所定之其他期間內，不得為之。
- 34.9 不能支付給股東之股利或其他分派及/或在發放公告日起 6 個月之後仍無人主張的股利或其他分派，董事會得決定支付到以公司名義開立的獨立帳戶，惟公司不構成該帳戶的受託人，且該股利或其他分配仍屬應支付予股東之債務。如自發放公告日起 6 年之後仍無人請求之股利或其他分派將視為股東已拋棄其可請求之權利，並轉歸公司所有。

35 公積資本化

在不違反開曼公司法之情形下，經股東會重度決議後，董事會可將列入公司準備金帳戶（包括股份溢價帳戶和資本贖回準備金）的任何餘額，或列入損益帳戶的任何餘額，或其他可供分配的款項予以資本化，依據如以股利（或其他分派）分配盈餘時之比例分配予股東，並代表股東將此等金額用以繳足供分配之未發行股份股款，將該等股份註記為付清股款之股份並依前述比例分配予股東。於此情況下，董事會應採取相關行動，俾使資本化生效，董事會並有全權制定其認為適當的規範，以適當處理以畸零股之方式分配之股份（包括規定就該等畸零股份之權利應歸公司所有，而非該股東所有）。董事會可授權任何人代表所有就此具利益關係之股東與公

司訂立契約，以規定資本化及其相關事項。任何依此授權所簽訂之契約均屬有效且對所有相關股東及公司具有拘束力。

36 庫藏股

- 36.1 公司買回、贖回或取得（經由交付或其他方式）之股份，應依董事會之決定，立即註銷或作為庫藏股（以下稱「庫藏股」）。
- 36.2 公司就其持有之庫藏股，不得主張或支付股利，亦不得享有任何資產之其他分配（無論係以現金或其他方式）（包含解散時分派資產予股東）。
- 36.3 於股東名冊，庫藏股之持有人應登記為公司，惟：
- (a) 公司不應基於任何目的而被視為公司股東，且不得就庫藏股行使任何權利，任何意圖行使權利之行為均為無效；
 - (b) 於公司的任何會議中，庫藏股不論直接或間接皆無表決權，且不論是否基於本章程或開曼公司法之目的，不得於任何時點計入已發行股份總數。
- 36.4 以低於實際買回股份之平均價格轉讓庫藏股予公司及／或從屬公司員工之議案，應經最近一次股東會特別決議通過，並於股東會之開會通知中載明公開發行公司規則所要求之事項，不得以臨時動議提出。歷次股東會通過且已轉讓予公司及從屬公司員工之庫藏股股數，累計不得超過已發行並流通在外股份總數之5%，且單一員工之認購股數累計不得超過已發行並流通在外股份總數之0.5%。公司得禁止該等員工於一定期間內轉讓該等庫藏股，惟該等禁止轉讓之期間不得超過兩年。
- 36.5 除本章程第36.4條規定之情形外，公司得依董事會決定之條款及條件處分庫藏股。

37 會計帳簿

- 37.1 董事會就公司所有收支款項、收支產生之事由、供銷貨、資產及負債，應備置適當之會計帳簿予以紀錄並保存。如會計帳簿未能正確公平反映公司之事務及說明相關交易，視同未予妥善保存。該等會計帳簿應自備置日起保存至少五年。
- 37.2 依章程與相關法規製作之委託書、文件、表/冊及媒體資料，應保存至少一年。但與股東提起之訴訟相關之委託書、文件、表/冊及/或媒體資料，如訴訟超過一年時，應保存至訴訟終結為止。

38 審計委員會

- 38.1 公司應設立審計委員會。審計委員會僅得由獨立董事組成，且全體獨立董事均應為審計委員會成員，其委員會人數不得少於三人，其中一人為召集人，負責召集審計委員會會議，且至少一人應具備會計或財務專長。審計委員會之決議，應有審計委員會全體成員二分之一以上之同意。審計委員會之議事規則應由董事會以符合本章程及公開發行公司規則之方式予以訂定。

38.2 下列事項應經審計委員會全體成員二分之一以上同意，並提董事會決議：

- (a) 訂定或修正公司內部控制制度；
- (b) 內部控制制度有效性之考核；
- (c) 訂定或修正重要財務或業務行為之處理程序，例如取得或處分資產、衍生性商品交易、資金貸與他人，或為他人背書或保證；
- (d) 涉及董事自身利害關係之事項；
- (e) 重大之資產或衍生性商品交易；
- (f) 重大之資金貸與、背書或提供保證；
- (g) 募集、發行或私募具有股權性質之有價證券；
- (h) 簽證會計師之委任、解任或報酬；
- (i) 財務、會計或內部稽核主管之任免；
- (j) 年度及半年度財務報告之核可；及
- (k) 公司隨時決定或主管機關所要求之其他事項。

除上述第(j)款以外，其他任何事項如未經審計委員會成員二分之一以上同意者，得經全體董事三分之二以上同意行之，不受前項規定之限制，並應於董事會議事錄載明審計委員會之決議。

39 薪資報酬委員會

39.1 公司應依公開發行公司規則之規定，經董事會決議設置至少由三名成員組成之薪資報酬委員會，且成員中之一人須為獨立董事。薪資報酬委員會成員之專業資格、薪資報酬委員會之職權及其他相關事項，應符合公開發行公司規則之規定。於設置薪資報酬委員會時，董事會應以決議通過符合公開發行公司規則之薪資報酬委員會組織規程。

39.2 本章程第 39.1 條所稱之薪資報酬應包括公司董事及經理人之薪資、股票選擇權與其他具有實質獎勵之措施。

40 通知

40.1 通知應以書面為之，且得由公司親送予股東個人，或透過快遞、郵寄、越洋電報、電傳、傳真或電子郵件發送給股東，或發送到股東名冊中所載位址或其指定地址。

40.2 於透過快遞發出通知時，通知交付予快遞公司之日應視為通知寄送生效日，且通知交付快遞後之第三日（不包括週六、週日或中華民國國定假日）應視為通知送達之日。於通知透過郵寄寄送時，如已適當填寫地址、預付郵資並郵寄包含通知之郵

件，則寄送郵件之日應視為通知寄送生效日，且通知寄送後之第五日（不包括週六、週日或中華民國國定假日），應視為通知送達之日。於透過越洋電報、電傳或傳真發出通知時，如已適當填寫地址，則發出通知之日應視為通知寄送生效日，且傳輸當日應視為通知送達之日。於透過電子郵件發出通知時，電子郵件傳送至指定接受者所提供的電子郵件位址之日應視為通知寄送生效日，電子郵件發送當日應視為通知送達之日，無須接受者確認收訖電子郵件。

- 40.3 公司得依與本章程所定發出通知相同之方式，向因股東死亡或破產而被公司認為有權享有股份權利之人發出通知，並載明其姓名、死亡股東之代理人或破產管理人身分或其他類似說明，寄送至主張權利之人提供之地址，或公司有權以如同未發生死亡或破產情事下之相同方式發送通知。
- 40.4 股東會通知應依本章程規定，發送予在基準日有權收受該等通知之股東；於共同持有股份之情形，通知僅須寄送予股東名冊所載第一列名之持有人；或於股份因股東死亡或破產而移交予法定代理人或破產管理人時，向法定代理人或破產管理人為之，其他人無權接受股東會通知。

41 清算

- 41.1 如公司應清算，且可供分配之資產未達股本時，虧損儘量由股東依其持股比例分擔之。如於開始清算時，可供分配之資產超過股本時，盈餘應依各股東於開始清算時之持股比例分配予各股東。本條文並不限制持有特別股股東之權利。
- 41.2 如公司應清算，依各股份所附權利並經股東會特別決議及其他開曼公司法要求之其他許可後，清算人得依股東持股份比例將公司全部或部分之財產（無論其是否為性質相同之財產）分配予股東，並為此目的，決定應分配之財產價值及股東或不同股別股東間之分配方式。如經上述決議同意及許可，清算人得於認為適當時，為股東之利益將此等財產之全部或一部交付信託。惟股東不應被強迫接受存有負債之任何財產。

42 補償及保險

- 42.1 除因其自身之詐欺、故意行為所致者（如有）外，公司應以公司資產賠償公司董事（下稱「被補償人」），因執行或不執行其職務所生之責任、訴訟、程序、主張、請求、成本、損害賠償或費用（包括律師費）。除因其自身之詐欺、重大過失或故意行為或違反本章程第 42.3 條所定之義務所致者外，被補償人就其執行職務直接或間接導致公司所受之損失或損害，被補償人毋須負責。本章程所述詐欺、重大過失或故意行為須以有管轄權法院所為裁決為準。
- 42.2 如被補償人有權請求公司補償，公司應墊付被補償人於相關訴訟、程序或調查中所生之合理律師費及其他成本費用。就上述費用墊付，被補償人應出具承諾書以承諾如經終局判決或其他裁判認定被補償人無權依本章程請求補償時，被補償人應償還公司墊付款項。如經終局判決或其他裁判認定被補償人無權就相關判決、成本、費用請求補償時，被補償人應無息返還公司墊付之款項。

- 42.3 於不影響公司董事依開曼群島普通法及開曼公司法對公司所負義務之情形下，董事於執行公司之業務經營時，應對公司負忠實義務並(但不限於)盡善良管理人之注意義務，如有違反致公司受有損害者，應負損害賠償責任。該等違反上開規定之行為若係為自己或他人所為時，股東會得以普通決議，將董事因該行為之所得視為公司之所得。公司之董事於其執行業務經營時，如有違反適用法律及/或命令致他人受有損害時，對他人應與公司負連帶賠償之責。
- 42.4 經授權以經理人身分代表公司之公司經理人，於執行公司職務時，應對公司及他人負與公司董事相同之損害賠償責任。
- 42.5 董事會得代表公司為其董事或經理人就與本公司有關之董事或經理人行為所生之過失、違約、違反職責或背信等責任購買保險或續保。

43 會計年度

除董事會另有規定，公司會計年度應於每年 12 月 31 日結束，於公司設立當年度後，於每年 1 月 1 日開始。

44 存續登記

倘公司根據開曼公司法為一豁免公司，得依開曼公司法規定並經股東會特別決議，依開曼群島外之其他準據法進行公司實體登記而繼續存續，並註銷在開曼群島之登記。

45 衍生訴訟

在開曼法令允許範圍內，繼續一年以上持有公司已發行股份總數百分之三以上之股東，得為公司對董事提起訴訟，並得以臺灣臺北地方法院為第一審管轄法院。

46 訴訟及非訴訟代理人

於股份於櫃買中心上櫃期間，公司應依公開發行公司規則指派訴訟及非訴訟代理人，使其擔任公司在中華民國境內之中華民國證券交易法下的公司負責人。公司之訴訟及非訴訟代理人應為自然人，且於中華民國境內應有居所或住所。

【附錄二】股東會議事規則

Redwood Group Ltd 股東會議事規則(ICP-11)

第 1 條 為建立本公司良好股東會治理制度、健全監督功能及強化管理機能，爰依本公司章程及相關法令規定訂定本規則，以資遵循。

第 2 條 本公司股東會之議事規則，除法令或章程另有規定者外，應依本規則之規定。

第 3 條 本公司股東會除法令另有規定外，由董事會召集之。

股東常會之召集，應編製議事手冊，並於三十日前通知各股東；股東臨時會之召集，應於十五日前通知各股東。股份於櫃買中心上櫃期間內，本公司應依章程第 16.1 條之規定一併公告股東會開會通知書、委託書用紙、議程及有關承認案與討論案（包括但不限於選任或解任董事之議案）等各項議案之資料，並依公開發行公司規則傳輸至公開資訊觀測站。如股東以書面行使表決權者，本公司亦應將前述資料及書面行使表決權用紙，依章程第 16.1 條之規定併同寄送給股東。董事會並應依公開發行公司規則準備股東會議事手冊和補充資料，寄發予股東或以其他方式供所有股東取得，並傳輸至公開資訊觀測站。

通知及公告應載明召集事由；其通知經相對人同意者，得以電子方式為之。選任或解任董事、獨立董事、變更章程、公司解散、合併、分割或本公司章程所定之其他不得以臨時動議提出之事項應在召集事由中列舉，不得以臨時動議提出。

持有已發行股份總數百分之一以上股份之股東，得以書面向本公司提出股東常會議案。但以一項為限，提案超過一項者，均不列入議案。另股東所提議案非為股東會所得決議者、提案股東於停止股票過戶時持股未達百分之一、或該議案於公告受理期間外提出者，董事會得不列為議案。

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

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

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

第 4 條 股東得於每次股東會，出具本公司印發之委託書，載明授權範圍，委託代理人，出席股東會。

一股東以出具一委託書，並以委託一人為限，應於股東會開會五日前送達本公司，委託書有重複時，以最先送達者為準。但聲明撤銷前委託者，不在此限。

委託書送達本公司後，股東欲親自出席股東會者，至遲應於股東會開會二日前，以書面向本公司為撤銷委託之通知；逾期撤銷者，以委託代理人出席行使之表決權為準。

第 5 條 股東會召開之地點，依本公司章程之規定，除經財團法人中華民國證券櫃檯買賣中心同意外，應於中華民國境內便利股東出席且適合股東會召開之地點為之，會議開始時間不得早於上午九時或晚於下午三時，召開之地點及時間，應充分考量獨立董事之意見。

第 6 條 本公司應於開會通知書載明受理股東報到時間、報到處地點，及其他應注意事項。

前項受理股東報到時間至少應於會議開始前三十分鐘辦理之；報到處應有明確標示，並派適足適任人員辦理之。

股東本人或股東所委託之代理人(以下稱股東)應憑出席證、出席簽到卡或其他出席證件出席股東會；屬徵求委託書之徵求人並應攜帶身分證明文件，以備核對。

本公司應設簽名簿供出席股東簽到，或由出席股東繳交簽到卡以代簽到。

本公司應將議事手冊、年報、出席證、發言條、表決票及其他會議資料，交付予出席股東會之股東；有選舉董事者，應另附選舉票。

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

第 7 條 股東會如由董事召集者，其主席由董事長擔任之，董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定常務董事一人代理之；其未設常務董事者，指定董事一人代理之，董事長未指定代理人者，由常務董事或董事互推一人代理之。前項主席係由常務董事或董事代理者，以任職六個月以上，並瞭解公司財務業務狀況之常務董事或董事擔任之。主席如為法人董事之代表人者，亦同。董事會所召集之股東會，宜有董事會過半數之董事參與出席。股東會如由董事會以外之其他召集權人召集者，主席由該召集權人擔任之，召集權人有二人以上時，應互推一人擔任之。本公司得指派所委任之律師、會計師或相關人員列席股東會。

第 8 條 本公司應於受理股東報到時起將股東報到過程、會議進行過程、投票計票過程全程連續不間斷錄音及錄影，並至少保存一年。遇有與股東會召集程序不當或不當通過決議有關之訴訟情事時，應保存至訴訟終結為止。

第 9 條 股東會之出席，應以股份為計算基準。出席股數依簽名簿或繳交之簽到卡，加計以書面或電子方式行使表決權之股數計算之。已屆開會時間，主席應即宣布開會，惟未有代表已發行股份總數過半數之股東出席時，主席得宣布延後開會，其延後次數以二次為限，延後時間合計不得超過一小時。延後二次但出席股東人數仍不足本公司章程所需最低出席股東人數時，由主席宣布散會。但仍有召開股東會之必要者，應依章程規定重新召開股東會。

第 10 條 股東會如由董事會召集者，其議程由董事會訂定之，會議應依排定之議程進行，非經股東會決議不得變更之。

股東會如由董事會以外之其他有召集權人召集者，準用前項之規定。

前二項排定之議程於議事(含臨時動議)未終結前，非經決議，主席不得逕行宣布散會；主席違反議事規則，宣布散會者，董事會其他成員應迅速協助

出席股東依法定程序，以出席股東表決權過半數之同意推選一人擔任主席，繼續開會。

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

第 11 條 出席股東發言前，須先填具發言條載明發言要旨、股東戶號（或出席證編號）及戶名，由主席定其發言順序。

出席股東僅提發言條而未發言者，視為未發言。發言內容與發言條記載不符者，以發言內容為準。

同一議案每一股東發言，非經主席之同意不得超過兩次，每次不得超過五分鐘，惟股東發言違反規定或超出議題範圍者，主席得制止其發言。

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

法人股東指派二人以上之代表出席股東會時，同一議案僅得推由一人發言。

出席股東發言後，主席得親自或指定相關人員答覆。

第 12 條 股東會之表決，應以股份為計算基準。

股東會之決議，對無表決權股東之股份數，不算入已發行股份總數。

股東對於會議之事項，有自身利害關係致有害於本公司利益之虞時，不得加入表決，並不得代理他股東行使其表決權。

前項不得行使表決權之股份數，不算入已出席股東之表決權數。

除本公司章程另有規定者外，一人同時受二人以上股東委託時，其代理之表決權不得超過已發行股份總數表決權之百分之三，超過時其超過之表決權，不予計算。

第 13 條 除本公司章程另有規定者外，股東每股有一表決權。

本公司召開股東會時，得採行以書面或電子方式行使其表決權；其以書面或電子方式行使表決權時，其行使方法應載明於股東會召集通知。以書面或電子方式行使表決權之股東，視為委託主席為其代理人依其書面或電子文件指示之方式行使表決權。但就該次股東會之臨時動議及原議案之修正，視為棄權。

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

股東以書面或電子方式行使表決權後，如欲親自出席股東會者，至遲應於股東會開會二日前以與行使表決權相同之方式撤銷前項行使表決權之意思表示；逾期撤銷者，以書面或電子方式行使之表決權為準。如以書面或電子方式行使表決權並以委託書委託代理人出席股東會者，以委託代理人出席行使之表決權為準。

議案之表決，除本公司章程另有規定外，以出席股東表決權過半數之同意通過之。

表決時，應逐案由主席或其指定人員宣佈出席股東之表決權總數後，由股東逐案進行投票表決，並於股東會召開後當日，將股東同意、反對或棄權之結果輸入公開資訊觀測站。

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

議案表決之監票及計票人員，由主席指定之，但監票人員應具有股東身分。股東會表決或選舉議案之計票作業應於股東會場內公開處為之，且應於計票

完成後，當場宣布表決結果，包含統計之權數，並作成紀錄

第 14 條 股東會有選舉董事時，應依相關法令及本公司所訂相關選任規範辦理，並應當場宣布選舉結果，包含當選董事之名單與其當選權數。

前項選舉事項之選舉票，應由監票員密封簽字後，妥善保管，並至少保存一年。但遇有與股東會召集程序不當或不當通過決議有關之訴訟情事時，應保存至訴訟終結為止。

第 15 條 股東會之議決事項，應作成議事錄，由主席簽名或蓋章，並於會後二十日內，將議事錄分發各股東。議事錄之製作及分發，得以公告方式為之。

本公司對於持有記名股票未滿一千股之股東，前項議事錄之分發，得以輸入公開資訊觀測站之公告方式為之。

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

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

第 16 條 徵求人徵得之股數及受託代理人代理之股數，本公司應於股東會開會當日，依規定格式編造之統計表，於股東會場內為明確之揭示。

股東會決議事項，如有屬法令規定或財團法人中華民國證券櫃檯買賣中心規定之重大訊息者，本公司應於規定時間內，將內容傳輸至公開資訊觀測站。

第 17 條 辦理股東會之會務人員應佩帶識別證或臂章。

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

會場備有擴音設備者，股東非以本公司配置之設備發言時，主席得制止之。股東違反議事規則不服從主席糾正，妨礙會議之進行經制止不從者，得由主席指揮糾察員或保全人員請其離開會場。

第 18 條 會議進行時，主席得酌定時間宣布休息，發生不可抗拒之情事時，主席得裁定暫時停止會議，並視情況宣布續行開會之時間，股東會得決議在五日內延期或續行集會，不適用本公司章程第 16.1 條之規定。

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

第 19 條 本議事規則之訂定應經本公司股東會通過後施行，修正時亦同。

本議事規則之規定如與本公司章程之規定有歧異時，應依本公司章程之規定辦理。

本辦法制訂日期：2010.12.30

第一次修訂日期：2011.08.24

第二次修訂日期：2012.06.18

第三次修訂日期：2013.06.14

【附錄三】取得或處分資產處理程序(修訂前)

Redwood Group Ltd 取得或處分資產處理程序(ICP-06)

第一條：目的

為保障資產，落實資訊公開，特訂本處理程序。

第二條：法令依據

本處理程序係依「公開發行公司取得或處分資產處理準則」有關規定訂定。若有未盡事宜，悉依相關法令辦理。

第三條：資產範圍

- 一、股票、公債、公司債、金融債券、表彰基金之有價證券、存託憑證、認購(售)權證、受益證券及資產基礎證券等投資。
- 二、不動產及其他固定資產。
- 三、會員證。
- 四、括專利權、著作權、商標權、特許權等無形資產。
- 五、金融機構之債權(含應收款項、買匯貼現及放款、催收款項)。
- 六、衍生性商品。
- 七、依法律合併、分割、收購或股份受讓而取得或處分之資產。
- 八、其他重要資產。

第四條：名詞定義

- 一、衍生性商品：指其價值由資產、利率、匯率、指數或其他利益等商品所衍生之遠期契約、選擇權契約、期貨契約、槓桿保證金契約、交換契約，及上述商品組合而成之複合式契約等。所稱之遠期契約，不含保險契約、履約契約、售後服務契約、長期租賃契約及長期進(銷)貨合約。
- 二、依法律合併、分割、收購或股份受讓而取得或處分之資產：指依企業併購法、金融控股公司法、金融機構合併法或其他法律進行合併、分割或收購而取得或處分之資產，或依公司法第一百五十六條第六項規定發行新股受讓他公司股份(以下簡稱股份受讓)者。
- 三、關係人：指依財團法人中華民國會計研究發展基金會(以下簡稱會計研究發展基金會)所發布之財務會計準則公報第六號所規定者。
- 四、子公司：指依會計研究發展基金會發布之財務會計準則公報第五號及第七號所規定者。
- 五、專業估價者：指不動產估價師或其他依法律得從事不動產、其他固定資產估價業務者。
- 六、事實發生日：指交易簽約日、付款日、委託成交日、過戶日、董事會決議日或其他足資確定交易對象及交易金額之日等日期孰前者。但屬需經主管機關核准之投資者，以上開日期或接獲主管機關核准之日孰前者為準。
- 七、所稱「最近期財務報表」係指公司於取得或處分資產前依法公開經會計師查核簽證或核閱之財務報表。

第五條：投資非供營業用不動產與有價證券額度

一、本公司及各子公司個別取得上述資產之額度訂定如下：

- (一)非供營業使用之不動產，其總額不得高於淨值的百分之二十。
- (二)投資長、短期有價證券之總額不得高於淨值的百分之二百。
- (三)投資個別有價證券之金額不得高於淨值的百分之一百五十。

二、投資短期有價證券之限額如下：

- (一)本公司及其綜合持股百分之五十（含）以上之公司，合計對短期有價證券之投資總額，不得超過本公司最近期財務報表淨值百分之四十。
- (二)本公司及其綜合持股百分之五十（含）以上之公司，合計對單一短期有價證券之投資持股，不得超過本公司最近期財務報表淨值百分之二十。

第六條：本公司取得之估價報告或會計師、律師或證券承銷商之意見書，該專業估價者及其估價人員、會計師、律師或證券承銷商與交易當事人不得為關係人。

第七條：取得或處分不動產或固定資產之處理程序

一、評估及作業程序

本公司取得或處分不動產及固定資產，悉依本公司內部控制制度固定資產循環程序或核決權限表辦理。

二、交易條件及授權額度之決定程序

- (一)取得或處分不動產，應參考公告現值、評定價值、鄰近不動產實際交易價格等，決議交易條件及交易價格，作成分析報告提報董事長，其交易金額在實收資本額百分之二十或新台幣壹億元(含)以下孰低者，依授權辦法呈至董事長核准；超過實收資本額百分之二十或新台幣壹億元(孰低)者，須提經董事會通過後始得為之。
- (二)取得或處分固定資產，應以詢價、比價、議價或招標方式擇一為之，其金額在新台幣伍仟萬元(含)以下者，依核決權限表呈至董事長核准；金額超過新台幣伍仟萬元者，須提經董事會通過後始得為之。

三、執行單位

本公司取得或處分不動產或其他固定資產時，應依前項核決權限呈核決後，由使用部門及管理部負責執行。

四、不動產或其他固定資產估價報告

本公司取得或處分不動產或其他固定資產，除與政府機構交易、自地委建、租地委建，或取得、處分供營業使用之機器設備外，交易金額達公司實收資本額百分之二十或新台幣三億元以上者，應於事實發生日前先取得專業估價者出具之估價報告，並符合下列規定：

- (一)因特殊原因須以限定價格、特定價格或特殊價格作為交易價格之參考依據時，該項交易應先提經董事會決議通過，未來交易條件變更者，亦應比照上開程序辦理。
- (二)交易金額達新台幣十億元以上者，應請二家以上之專業估價者估價。
- (三)專業估價者之估價結果有下列情形之一，除取得資產之估價結果均高於交易金額，或處分資產之估價結果均低於交易金額外，應洽請會計師依會計研究發展基金會所發布之審計準則公報第二十號規定辦理，並對差異原因及交易價格之允當性表示具體意見：
 1. 估價結果與交易金額差距達交易金額之百分之二十以上者。
 2. 二家以上專業估價者之估價結果差距達交易金額百分之十以上。

- (四)專業估價者出具報告日期與契約成立日期不得逾三個月。但如其適用同一期公告現值且未逾六個月，得由原專業估價者出具意見書。
- (五)本公司係經法院拍賣程序取得或處分資產者，得以法院所出具之證明文件替代估價報告或會計師意見。
- (六)前述交易金額之計算，應依第十四條第一項第五款規定辦理，且所稱一年內係以本次取得或處分資產之事實發生日為基準，往前追溯推算一年，已取得專業估價者出具之估價報告或會計師意見部份免再計入。

第八條：取得或處分有價證券投資處理程序

一、評估及作業程序

本公司長、短期有價證券之購買與出售，悉依本公司內部控制制度投資循環作業或核決權限表辦理。

二、交易條件及授權額度之決定程序

- (一)於集中交易市場或證券商營業處所為之有價證券買賣，應於事實發生日前先取具標的公司最近期經會計師查核簽證或核閱之財務報表作為評估交易價格之參考，並由負責單位依市場行情研判決定之，其金額在新台幣伍仟萬元(含)以下者，依核決權限表呈至董事長核准；金額超過新台幣伍仟萬元者，須提經董事會通過後始得為之。
- (二)非於集中交易市場或證券商營業處所為之有價證券買賣，應於事實發生日前先取具標的公司最近期經會計師查核簽證或核閱之財務報表作為評估交易價格之參考，考量其每股淨值、獲利能力及未來發展潛力等，其金額在新台幣伍仟萬元(含)以下者，依核決權限表呈至董事長核准；金額超過新台幣伍仟萬元者，須提經董事會通過後始得為之。

三、執行單位

本公司長、短期有價證券投資時，應依前項核決權限呈核後，由財會單位負責執行。

四、取得專家意見

- (一)本公司取得或處分有價證券交易金額達公司實收資本額百分之二十或新臺幣三億元以上者，應於事實發生日前洽請會計師就交易價格之合理性表示意見，會計師若需採用專家報告者，應依會計研究發展基金會所發布之審計準則公報第二十號規定辦理。但該有價證券具活絡市場之公開報價或行政院金融監督管理委員會(以下簡稱金管會)另有規定者，不在此限。
- (二)本公司若係經法院拍賣程序取得或處分資產者，得以法院所出具之證明文件替代估價報告或會計師意見。
- (三)前述交易金額之計算，應依第十四條第一項第五款規定辦理，且所稱一年內係以本次取得或處分資產之事實發生日為基準，往前追溯推算一年，已取得專業估價者出具之估價報告或會計師意見部份免再計入。

五、本公司不得放棄對Redwood Interior Pte Ltd未來各年度之增資，Redwood Interior Pte Ltd亦不得放棄對Redwood Furniture Sdn. Bhd.未來各年度之增資。

六、未來若本公司因策略聯盟考量或其他經財團法人中華民國證券櫃檯買賣中心同意者，而須放棄對Redwood Interior Pte Ltd及Redwood Furniture Sdn. Bhd.之增資或處分，須經本公司董事會特別決議通過。

第九條：關係人交易之處理程序

一、評估及作業程序

- (一)本公司與關係人取得或處分資產，除應依第七條、第八條及第十條處理程序辦理外，尚應依本條規定辦理相關決議程序及評估交易條件合理性等事項。若交易金額達公司總資產百分之十以上者，亦應依前述第七條及第八條規定取得專業估價者出具之估價報告或會計師意見。
- (二)本公司向關係人取得或處分不動產，或與關係人取得或處分不動產外之其他資產且交易金額達公司實收資本額百分之二十、總資產百分之十或新臺幣三億元以上者，應將下列資料，提交董事會通過後，始得簽訂交易契約及支付款項：
 1. 取得或處分資產之目的、必要性及預計效益。
 2. 選定關係人為交易對象之原因。
 3. 向關係人取得不動產，依本條第三項第(一)款及(四)款規定評估預定交易條件合理性之相關資料。
 4. 關係人原取得日期及價格、交易對象及其與公司和關係人之關係等事項。
 5. 預計訂約月份開始之未來一年各月份現金收支預測表，並評估交易之必要性及資金運用之合理性。
 6. 依前條規定取得之專業估價者出具之估價報告，或會計師意見。
 7. 本次交易之限制條件及其他重要約定事項。

前述交易金額之計算，應依第十四條第一項第五款規定辦理，且所稱一年內係以本次交易事實發生之日為基準，往前追溯推算一年，已依規定提交董事會通過部份免再計入。

本公司與子公司間，取得或處分供營業使用之機器設備，董事會得授權董事長在一定額度內先行決行，事後再提報最近期之董事會追認。

本公司依前項規定提報董事會討論時，應充分考量各獨立董事之意見，獨立董事如有反對意見或保留意見，應於董事會議事錄載明。

依第一項規定應經董事會討論事項，應先經審計委員會全體成員二分之一以上同意後，提董事會決議，準用第十七條第四項及第五項規定。

二、交易成本之合理性評估

- (一)本公司向關係人取得不動產，應按下列方法評估交易成本之合理性：
 1. 按關係人交易價格加計必要資金利息及買方依法應負擔之成本。所稱必要資金利息成本，以公司購入資產年度所借款項之加權平均利率為準設算之，惟其不得高於財政部公布之非金融業最高借款利率。
 2. 關係人如曾以該標的物向金融機構設定抵押借款者，金融機構對該標的物之貸放評估總值，惟金融機構對該標的物之實際貸放累計值應達貸放評估總值之七成以上及貸放期間已逾一年以上。但金融機構與交易之一方互為關係人者，不適用之。
- (二)合併購買同一標的之土地及房屋者，得就土地及房屋分別按前項所列任一方法評估交易成本。
- (三)本公司向關係人取得不動產，依本條第二項第(一)款及第(二)款規定評估不動產成本，並應洽請會計師複核及表示具體意見。
- (四)本公司向關係人取得不動產依本條第二項第(一)、(二)款規定評估結果均較交易價格為低時，應依本條第二項第(五)款規定辦理。但如因下列情形，並提出客觀證據及取具不動產專業估價者與會計師之具體合理性意見者，不在此限：

1. 關係人係取得素地或租地再行興建者，得舉證符合下列條件之一者：
 - (1) 素地依前條規定之方法評估，房屋則按關係人之營建成本加計合理營建利潤，其合計數逾實際交易價格者。所稱合理營建利潤，應以最近三年度關係人營建部門之平均營業毛利率或財政部公布之最近期建設業毛利率孰低者為準。
 - (2) 同一標的房地之其他樓層或鄰近地區一年內之其他非關係人成交案例，其面積相近，且交易條件經按不動產買賣慣例應有之合理樓層或地區價差評估後條件相當者。
 - (3) 同一標的房地之其他樓層一年內之其他非關係人租賃案例，經按不動產租賃慣例應有合理之樓層價差推估其交易條件相當者。
 2. 本公司舉證向關係人購入之不動產，其交易條件與鄰近地區一年內之其他非關係人成交案例相當且面積相近者。前述所稱鄰近地區成交案例，以同一或相鄰街廓且距離交易標的物方圓未逾五百公尺或其公告現值相近者為原則；所稱面積相近，則以其他非關係人成交案例之面積不低於交易標的物面積百分之五十為原則；前述所稱一年內係以本次取得不動產事實發生之日為基準，往前追溯推算一年。
- (五) 本公司向關係人取得不動產，如經按本條第二項第(一)、(二)款規定評估結果均較交易價格為低者，應辦理下列事項：
1. 本公司應就不動產交易價格與評估成本間之差額，依證券交易法第四十一條第一項規定提列特別盈餘公積，不得予以分派或轉增資配股。
 2. 獨立董事應依公司法第二百十八條規定辦理。
 3. 應將本條第二項第(五)款第1點及第2點處理情形提報股東會，並將交易詳細內容揭露於年報及公開說明書。
- 本公司及對本公司之投資採權益法評價之公開發行公司經前述規定提列特別盈餘公積者，應俟高價購入之資產已認列跌價損失或處分或為適當補償或恢復原狀，或有其他證據確定無不合理者，並經相關主管機關同意後，始得動用該特別盈餘公積。
- (六) 本公司向關係人取得不動產，有下列情形之一者，應依本條第一項及第二項有關評估及作業程序規定辦理即可，不適用本條第二項(一)、(二)、(三)款有關交易成本合理性之評估規定：
1. 關係人係因繼承或贈與而取得不動產。
 2. 關係人訂約取得不動產時間距本交易訂約日已逾五年。
 3. 與關係人簽訂合建契約而取得不動產。
- (七) 本公司向關係人取得不動產，若有其他證據顯示交易有不合營業常規之情事者，亦應依本條第二項第(五)款規定辦理。

第十條：取得或處分會員證或無形資產之處理程序

一、評估及作業程序

取得或處分無形資產或會員證，應參考專家評估報告或市場公平市價，決議交易條件及交易價格，作成分析報告提報董事長。

取得或處分會員證，其金額在新台幣貳佰萬元(含)以下者，應呈請董事長核准；超過新台幣貳佰萬元者，另須提經董事會決議通過後始得為之。

取得或處分無形資產，其金額在新台幣貳仟萬元(含)以下者，應呈請董事長核准；超過新台幣貳仟萬元者，另須提經董事會決議通過後始得為之。

二、執行單位

本公司取得或處分會員證或無形資產時，應依前項核決權限呈核決後，由使用部門及財務部負責執行。

三、會員證或無形資產之專家評估意見報告

- (一)本公司取得或處分會員證之交易金額達新臺幣貳佰萬元以上者應請專家出具鑑價報告。
- (二)本公司取得或處分無形資產之交易金額達新臺幣貳仟萬元以上者應請專家出具鑑價報告。
- (三)本公司取得或處分會員證或無形資產之交易金額達公司實收資本額百分之二十或新臺幣三億元以上者，應於事實發生日前洽請會計師就交易價格之合理性表示意見，會計師並應依會計研究發展基金會所發布之審計準則公報第二十號規定辦理。
- (四)前述交易金額之計算，應依第十四條第一項第五款規定辦理，且所稱一年內係以本次取得或處分資產之事實發生日為基準，往前追溯推算一年，已取得專業估價者出具之估價報告或會計師意見部份免再計入。

第十一條：取得或處分金融機構之債權之處理程序

本公司原則上不從事取得或處分金融機構之債權之交易，嗣後若欲從事取得或處分金融機構之債權之交易，將提報董事會核准後再訂定其評估及作業程序。

第十二條：本公司從事衍生性金融商品時，應依照本公司「從事衍生性商品交易處理程序」辦理。

第十三條：辦理合併、分割、收購或股份受讓之處理程序

一、評估及作業程序

- (一)本公司辦理合併、分割、收購或股份受讓時宜委請律師、會計師及承銷商等共同研議法定程序預計時間表，且組織專案小組依照法定程序執行之。並於召開董事會決議前，委請會計師、律師或證券承銷商就換股比例、收購價格或配發股東之現金或其他財產之合理性表示意見，提報董事會討論通過。
- (二)本公司應將合併、分割或收購重要約定內容及相關事項，於股東會開會前製作致股東之公開文件，併本條第一項第(一)款之專家意見及股東會之開會通知一併交付股東，以作為是否同意該合併、分割或收購案之參考。但依其他法律規定得免召開股東會決議合併、分割或收購事項者，不在此限。另外，參與合併、分割或收購之公司，任一方之股東會，因出席人數、表決權不足或其他法律限制，致無法召開、決議，或議案遭股東會否決，參與合併、分割或收購之公司應立即對外公開說明發生原因、後續處理作業及預計召開股東會之日期。

二、其他應行注意事項

(一)董事會日期：

參與合併、分割或收購之公司除其他法律另有規定或有特殊因素事先報經主管機關同意者外，應於同一天召開董事會及股東會，決議合併、分割或收購相關事項。

參與股份受讓之公司除其他法律另有規定或有特殊因素事先報經主管機關同意者外，應於同一天召開董事會。

參與合併、分割、收購或股份受讓之上市或股票在證券商營業處所買

賣之公司，應將下列資料作成完整書面紀錄，並保存五年，備供查核。

1. 人員基本資料：包括消息公開前所有參與合併、分割、收購或股份受讓計畫或計畫執行之人，其職稱、姓名、身分證字號（如為外國人則為護照號碼）。
2. 重要事項日期：包括簽訂意向書或備忘錄、委託財務或法律顧問、簽訂契約及董事會等日期。
3. 重要書件及議事錄：包括合併、分割、收購或股份受讓計畫，意向書或備忘錄、重要契約及董事會議事錄等書件。參與合併、分割、收購或股份受讓之上市或股票在證券商營業處所買賣之公司，應於董事會決議通過之即日起算二日內，將前項第一款及第二款資料，依規定格式以網際網路資訊系統申報主管機關或其指定機構備查。

參與合併、分割、收購或股份受讓之公司有非屬上市或股票在證券商營業處所買賣之公司者，上市或股票在證券商營業處所買賣之公司應與其簽訂協議，並依第三項及第四項規定辦理。

(二) 事前保密承諾：所有參與或知悉公司合併、分割、收購或股份受讓計畫之人，應出具書面保密承諾，在訊息公開前，不得將計畫之內容對外洩露，亦不得自行或利用他人名義買賣與合併、分割、收購或股份受讓案相關之所有公司之股票及其他具有股權性質之有價證券。

(三) 換股比例或收購價格之訂定與變更原則：參與合併、分割、收購或股份受讓之公司應於雙方召開董事會前委請會計師、律師或證券承銷商就換股比例、收購價格或配發股東之現金或其他財產之合理性表示意見，並提報股東會。換股比例或收購價格除下列情形外不得任意變更：

1. 辦理現金增資、發行轉換公司債、無償配股、發行附認股權公司債、附認股權特別股、認股權憑證及其他具有股權性質之有價證券。
2. 處分公司重大資產等影響公司財務業務之行為。
3. 發生重大災害、技術重大變革等影響公司股東權益或證券價格情事。
4. 參與合併、分割、收購或股份受讓之公司任一方依法買回庫藏股之調整。
5. 參與合併、分割、收購或股份受讓之主體或家數發生增減變動。
6. 已於契約中訂定得變更之其他條件，並已對外公開揭露者。

(四) 契約應載內容：合併、分割、收購或股份受讓公司之契約除依公司法第三百一十七之一條及企業併購法第二十二條規定外，並應載明下列事項：

1. 違約之處理。
2. 因合併而消滅或被分割之公司前已發行具有股權性質有價證券或已買回之庫藏股之處理原則。
3. 參與公司於計算換股比例基準日後，得依法買回庫藏股之數量及其處理原則。
4. 參與主體或家數發生增減變動之處理方式。
5. 預計計畫執行進度、預計完成日程。
6. 計畫逾期未完成時，依法令應召開股東會之預定召開日期等相關處理程序。

(五) 參與合併、分割、收購或股份受讓之公司家數異動時：參與合併、分割、收購或股份受讓，除參與家數減少，且股東會已決議並授權董事會得變更權限者，參與公司得免召開股東會重行決議外，原合併、分割、收購或股份受讓案中，已進行完成之程序或法律行為，應由所有

參與公司重行為之。

- (六)參與合併、分割、收購或股份受讓之公司有非屬公開發行公司者，本公司應與其簽訂協議，並依本條第二項第(一)款、第(二)款及第(五)款之規定辦理。

第十四條：資訊公開揭露程序

一、本公司取得或處分資產，有下列情形者，應按性質依規定格式，於事實發生之即日起算二日內將相關資訊於金管會指定網站辦理公告申報：

- (一)向關係人取得或處分不動產，或與關係人為取得或處分不動產外之其他資產且交易金額達公司實收資本額百分之二十、總資產百分之十或新臺幣三億元以上。但買賣公債或附買回、賣回條件之債券，不在此限。
- (二)進行合併、分割、收購或股份受讓。
- (三)從事衍生性商品交易損失達所訂處理程序規定之全部或個別契約損失上限金額。
- (四)除前三款以外之資產交易、金融機構處分債權或從事大陸地區投資，其交易金額達公司實收資本額百分之二十或新臺幣三億元以上者。但下列情形不在此限：
1. 買賣公債。
 2. 以投資為專業者，於海內外證券交易所或證券商營業處所所為之有價證券買賣。
 3. 買賣附買回、賣回條件之債券。
 4. 取得或處分之資產種類屬供營業使用之機器設備且其交易對象非為關係人，交易金額未達新臺幣五億元以上。
 5. 經營營建業務之公司取得或處分供營建使用之不動產且其交易對象非為關係人，交易金額未達新臺幣五億元以上。
 6. 以自地委建、租地委建、合建分屋、合建分成、合建分售方式取得不動產，公司預計投入之交易金額未達新臺幣五億元以上。
- (五)前述第四款交易金額之計算方式如下，且所稱一年內係以本次取得或處分資產之事實發生為基準，往前追溯推算一年，已依規定公告部分免再計入。
1. 每筆交易金額。
 2. 一年內累積與同一相對人取得或處分同一性質標的交易之金額。
 3. 一年內累積取得或處分(取得、處分分別累積)同一開發計畫不動產之金額。
 4. 一年內累積取得或處分(取得、處分分別累積)同一有價證券之金額。

二、辦理公告及申報之時限

本公司取得或處分資產，具有本條第一項應公告項目且交易金額達本條應公告申報標準者，應於事實發生之即日起算二日內辦理公告申報。

三、公告申報程序

- (一)本公司應將相關資訊於金管會指定網站辦理公告申報。
- (二)本公司應按月將本公司及其非屬國內公開發行之子公司截至上月底止從事衍生性商品交易之情形依規定格式，於每月十日前輸入本會指定之資訊申報網站。
- (三)本公司依規定應公告項目如於公告時有錯誤或缺漏而應予補正時，應將全部項目重行公告申報。

- (四)本公司取得或處分資產，應將相關契約、議事錄、備查簿、估價報告、會計師、律師或證券承銷商之意見書備置於本公司，除其他法律另有規定者外，至少保存五年。
- (五)本公司依前條規定公告申報之交易後，有下列情形之一者，應於事實發生之即日起算二日內將相關資訊於本會指定網站辦理公告申報：
1. 原交易簽訂之相關契約有變更、終止或解除情事。
 2. 合併、分割、收購或股份受讓未依契約預定日程完成。
 3. 原公告申報內容有變更。

第十五條：本公司之子公司應依下列規定辦理：

- 一、子公司應依「公開發行公司取得或處分資產處理準則」有關規定訂定「取得或處分資產處理程序」。
- 二、子公司取得或處份資產時，亦應依前述處理程序之規定辦理。
- 三、子公司非屬公開發行公司者，取得或處分資產達「公開發行公司取得或處分資產處理準則」所訂公告申報標準者，由本公司代其辦理公告申報事宜。
- 四、子公司之公告申報標準中，所稱「達公司實收資本額百分之二十或總資產百分之十」係以本公司之實收資本額或總資產為準。

第十六條：實施與修訂

本程序由管理階層視公司營運情況予以修訂，經審計委員會審議後，提交董事會通過，並提報股東會同意後實施，修正時亦同。如有董事表示異議且有記錄或書面聲明者，本公司應將其異議併送股東會討論，修正時亦同。

本公司將『取得或處分資產處理程序』提報董事會討論時，應充分考量各獨立董事之意見，並將其同意或反對之意見與理由列入會議記錄。

本公司訂定或修正『取得或處分資產處理程序』，應經審計委員會全體成員二分之一以上同意，並提董事會決議。

前項如未經準審計委員會全體成員二分之一以上同意，得由全體董事三分之二以上同意行之，並應於董事會議事錄載明準審計委員會之決議。

第三項所稱審計委員會全體成員及前項所稱全體董事，以實際在任者計算之。

第十七條：罰則

本公司經理人及主辦人員若違反本準則或程序時，其罰則依本公司員工守則辦理。

第十八條：附則

本處理程序經董事會通過，並提報股東會同意後實施，修正時亦同。

本辦法制訂日期：2010.12.30

第一次修訂日期：2011.03.05

第二次修訂日期：2011.08.24

第三次修訂日期：2012.06.18

【附錄四】資金貸與他人作業程序(修訂前)

Redwood Group Ltd

資金貸與他人作業程序(ICP-04)

第一條：目的

本公司若因業務需要，需將資金貸與其他公司(以下簡稱借款人)，均需依照本作業程序辦理。如有未盡事宜，悉依相關法令之規定辦理。

第二條：資金貸與對象及資金貸與總額及個別對象之限額

一、依公司法規定，本公司之資金，除有下列各款情形外，不得貸與股東或任何他人：

- (一)公司間或與行號間有業務往來者。
- (二)公司間或與行號間有短期融通資金之必要者。

第一項第二款所稱「短期」，係指一年。但如本公司之營業週期長於一年者，以營業週期為準。融資金額，係指本公司短期融通資金之累計餘額。

本公司直接及間接持有表決權股份百分之百之國外公司間，從事資金貸與不受第一項第二款之限制，但期限不得長於一年。

二、資金貸與總額及個別對象之限額

本公司資金貸與他人之總額不得超過本公司最近期經會計師查核簽證或核閱之財務報表淨值之百分之四十。對每一借款人之限額依其貸與原因分別訂定如下。

- (一)與本公司有業務往來之公司或行號，個別貸與金額以不超過雙方最近一年度業務往來金額(所稱業務往來金額，係指雙方間進貨或銷貨金額孰高者)為限。
- (二)有短期融通資金之必要之公司或行號，個別貸與之金額以不超過本公司最近期財務報表淨值之百分之二十為限。

本公司直接及間接持有表決權股份百分之百之國外公司間，從事資金貸與，不受第二項第一款之限制，但資金貸與之總額及個別對象之限額，以不超過本公司最近期財務報表淨值之百分之百為限。

本公司及其子公司整體對外得為資金貸與之總額度以不超過合併淨值百分之四十為限，單一保證對象以不超過合併淨值百分之二十為限。

所稱子公司係依證券發行人財務報告編製準則之規定認定之；所稱淨值，係指資產負債表歸屬於母公司業主之權益，並以最近期經會計師查核簽證或核閱之財務報表所載為準。

第三條：審查程序

一、申請程序

- (一) 借款者應提供基本資料及財務資料，並填具申請書，敘述資金用途，借款期間及金額後，送交本公司財務部。財務部應詳加評估，評估項目包括其必要性及合理性、借款人之徵信及風險評估、對本公司之營運風險、財務狀況及股東權益之影響，以及是否應取得擔保品及擔保品之價值評估等。
- (二) 若因業務往來關係從事資金貸與，本公司財務部應評估貸與金額與業務往來金額是否相當；若因短期融通資金之必要者，應列舉得貸與資金之原因及情形。財務部完成審核後，應將相關資料及擬具之貸放條件呈報總經理核准後，再提報董事會決議。
- (三) 本公司已設置獨立董事時，於將資金貸與他人時，應充分考量各獨立董事之意見，並將同意或反對之明確意見及反對之理由列入董事會紀錄。

二、徵信調查

- (一) 初次借款者，借款人應提供基本資料及財務資料，以便辦理徵信工作。
- (二) 若屬繼續借款者，原則上於提出續借時重新辦理徵信調查，如為重大或緊急事件，則視實際需要隨時辦理。
- (三) 本公司對借款人作徵信調查時，亦應一併評估資金貸與對本公司之營運風險、財務狀況及股東權益之影響。

三、貸款核定及通知

- (一) 經徵信調查及評估後，董事會決議同意貸放之案件，應儘速函告借款人，詳述本公司放款條件，包括額度、期限、利率、擔保品及保證人等，請借款人於期限內辦妥簽約手續。
- (二) 經徵信調查及評估後，董事會決議不擬貸放之案件，應將婉拒理由儘速回覆借款人。

四、簽約對保

- (一) 貸放案件應由經辦人員擬定約據條款，經主管人員審核並送請法律顧問會核後再辦理簽約手續。
- (二) 約據內容應與核定之借款條件相符，借款人及連帶保證人於約據上簽章後，應由經辦人員辦妥對保手續。

五、擔保品價值評估及權利設定

貸放案件如有擔保品者，借款人應提供擔保品，並辦妥質權或抵押權設定手續，本公司亦需評估擔保品價值，以確保本公司債權。

六、保險

- (一) 擔保品中除土地及有價證券外，均應投保火險及相關保險，保險金額以不低於擔保品質押為原則，保險單應註明以本公司為受益人。保單上所載標的物名稱，數量、存放地點、保險條件、保險批單等應與本公司原核貸條件相符。

(二)經辦人員應注意在保險期限屆滿前，通知借款人續投保。

七、撥款

貸放條件經核准並經借款人簽妥合約，辦妥擔保品質(抵押設定登記等，全部手續核對無誤後，即可撥款。

第四條：資金貸與期限及計息方式

- 一、每次資金貸與期限自放款日起，以不超過一年或一營業週期（以較長者為準）為限。
- 二、貸放資金之利息計算，係採按日計息。年利率以不得低於本公司平均之銀行短期借款利率為原則。
- 三、放款利息之計收除有特別規定者外，以每月繳息一次為原則，於約定繳息日前一週通知借款人按時繳息。
- 四、本公司直接及間接持有表決權股份百分之百之公司間，從事資金貸與不受上述計息規定之限制。

第五條：還款

貸款撥放後，應經常注意借款人及保證人之財務、業務以及信用狀況等，如有提供擔保品者，並應注意其擔保價值有無變動情形，在放款到期一個月前，應通知借款人屆期清償本息。

借款人於貸款到期償還借款時，應先計算應付之利息，連同本金一併清償後，始得將本票、借據等償債憑證註銷發還借款人。

如借款人申請塗銷抵押權時，應先查明有無借款餘額後，以決定是否同意辦理抵押塗銷。

第六條：展期

借款人於貸放款到期前，如有需要，應於借款到期日前一個月申請展期續約，經本公司提報董事會決議通過後，重新辦理相關手續。

展期期間同第四條之規定，並以一次為限。但本公司直接及間接持有表決權股份百分之百之國外公司申請展期續約不受上述規定之限制，但合計展期期間以不超過二年為限。

第七條：案件之登記與保管

一、本公司辦理資金貸與事項，應建立備查簿，就資金貸與之對象、金額、董事會通過日期、資金貸放日期及依本作業程序應審慎評估之事項詳予登載備查。

二、貸放案件經辦人員對本身經辦之案件，於撥貸後，應將約據、本票等債權憑證、以及擔保品證件、保險單、往來文件，依序整理後，妥為保管。

三、如發生逾期且經催討仍無法收回之債權時，應立即循法律途徑對債務人採取追索行動，以確保本公司之權益。

第八條：辦理資金貸與他人應注意事項：

- 一、本公司將公司資金貸與他人前，應審慎評估是否符合本作業程序之規定，併同評估結果提董事會決議後辦理，不得授權其他人決定。
本公司與子公司間，或其子公司間之資金貸與，應依前項規定提董事會決議，並得授權董事長對同一貸與對象於董事會決議之一定額度及不超過一年之期間內分次撥貸或循環動用。
前項所稱一定額度，除符合第二條第二項第二款規定者外，本公司或子公司對單一企業之資金貸與之授權額度不得超過該公司最近期財務報表淨值百分之十。
- 二、如資金貸與之對象為本公司直接及間接持有表決權股份百分之百之公司，則審查程序不適用第三條第二項、第四項第二款、第五項及第六項之規定。
- 三、公司內部稽核人員應至少每季稽核本公司及子公司之資金貸與他人作業程序及其執行情形，並作成書面紀錄，如發現重大違規情事，應即以書面通知董事長及提報審計委員會。
- 四、本公司因情事變更，致資金貸與對象不符本程序規定或餘額超限時，應訂定改善計畫，並將該改善計畫送交董事長及提報審計委員會，並依計畫時程完成改善。
- 五、承辦人員應於每月五日以前編製上月份資金貸與其他公司明細表，逐級呈請核閱。
- 六、本公司經理人及主辦人員若違反本準則或程序時，其罰則依本公司員工守則辦理。

第九條：對子公司資金貸與他人之控管程序

- 一、本公司之子公司擬將資金貸與他人時，公司應命該子公司依據「資金貸與及背書保證處理準則」規定訂定「資金貸與他人作業程序」，並應依所訂作業程序辦理。
- 二、本公司之子公司，應於每月五日前將上月份辦理資金貸與之餘額、對象、期限等，以書面彙總向本公司申報。
- 三、本公司之稽核單位應將子公司之資金貸與他人作業列為稽核項目之一，其稽核情形並應列為向董事會及審計委員會報告稽核業務之必要項目。

第十條：資訊公開

- 一、本公司應於每月十日前公告本公司及子公司上月份資金貸與餘額；公告申報係指輸入行政院金融監督管理委員會指定之資訊申報網站(目前為公開資訊觀測站)。
- 二、本公司資金貸與餘額達下列標準之一時，應於事實發生日之即日起算二日內公告申報：
 - 1.本公司及子公司資金貸與餘額達公司最近期財務報表淨值百分之二十以上者。
 - 2.本公司及子公司對單一企業資金貸與餘額達公司最近期財務報表淨值百分之十以上者。

3.本公司或子公司新增資金貸與金額達新台幣一仟萬元以上且達本公司最近期財務報表淨值百分之二以上。

本公司之子公司非屬國內公開發行公司，有前項第三款應公告申報之事項，應由本公司為之。

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

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

第十一條：實施與修訂

本程序由管理階層視公司營運情況予以修訂，經審計委員會審議後，提交董事會通過並提報股東會同意後實施，如有董事表示異議且有記錄或書面聲明者，本公司應將其異議併送股東會討論，修正時亦同。

另依前項規定將本作業程序提報董事會討論時，應充分考量各獨立董事之意見，並將其同意或反對之明確意見及反對之理由列入董事會紀錄。

本辦法制訂日期：2010年12月30日

第一次修訂日期：2011年03月05日

第二次修訂日期：2011年08月24日

第三次修訂日期：2013年06月14日

【附錄五】全體董事持股情形

紅木集團有限公司 全體董事持股情形

基準日：2014年4月19日

職稱	姓名	選任日期	選任時持有股數		截至基準日持有股數	
			股數	佔當時發行 總股份比率 (註1)	股數	佔當時發行 總股份比率 (註2)
董事	蘇聰明	2013.06.14	15,524,125	36.96%	15,084,963	32.79%
董事	鄭莉梅	2013.06.14	13,661,374	32.53%	14,093,288	30.64%
董事	梁啓斌	2013.06.14	157,500	0.38%	63,404	0.14%
董事	林福勤	2013.06.14	105,000	0.25%	5,381	0.01%
獨立董事	簡敏秋	2013.06.14	0	0%	0	0%
獨立董事	郭進發	2013.06.14	0	0%	0	0%
獨立董事	羅嘉希	2013.06.14	0	0%	0	0%
全體董事持股合計及比例			29,447,999	70.11%	29,247,036	63.58%

註1：本公司本屆董事選任時(2013年06月14)，已發行普通股股數計42,000,000股。

註2：本公司截至基準日(2014年4月19日)止，已發行普通股股數計46,000,000股。

【附錄六】其他說明資料

一、無償配股對公司營業績效、每股盈餘及股東投資報酬率之影響：

本次擬議之無償配股為2,300仟股，分配後之股份總數為48,300仟股，對每股盈餘的稀釋度為4.76%。由於本公司業務正處穩定成長期，預估2014年度之獲利能力仍佳，故辦理無償配股對本公司營運績效及每股盈餘之影響不大。

二、員工分紅及董監事酬勞等相關資訊：

(一)本公司2013年度盈餘分配案業經2014年3月12日董事會決議，擬配發員工現金紅利為新台幣494,500元；董事現金酬勞為新台幣4,670,053元，與認列費用年度估列金額並無差異。

(二)本次並無擬議配發員工股票紅利。

(三)考慮擬議配發員工紅利及董事、監察人酬勞後之設算每股盈餘：本次擬議配發之員工紅利及董事酬勞皆已估列入帳，設算前與設算後之每股盈餘相同。

三、本年度股東會之股東提案權受理情形說明：

(一)依公司法172條之1規定，持有本公司已發行股份總數百分之一以上股份之股東，得以書面向本公司提出股東常會議案。提案限一項並以三百字為限，提案超過一項或三百字者，均不列入議案，提案股東應親自或委託他人出席股東常會，並參與該項議案討論。

(二)本次股東提案之受理期間為2014年4月11日至2014年4月21日止，已依法公告於公開資訊觀測站。

(三)本公司於上述股東提案之受理期間未接獲任何股東提案。

