

Stock Code: 3048

EDOM TECHNOLOGY CO., LTD.

Handbook for 2021 First Extraordinary General Meeting (Translation)

Date: Nov. 18, 2021, 9:00 a.m.

**Place: No. 127, Sec. 7, Zhongshan N. Rd., Shilin Dist., Taipei City 111
(Vol. 502 Conference Room, MellowField Hotel)**

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EDOM Technology Co., Ltd.

2021 1st Extraordinary Shareholders Meeting Agenda

Time: Nov. 18, 2021, 9:00 a.m.

Venue: No. 127, Sec. 7, Zhongshan N. Rd., Shilin Dist., Taipei City 111 (Vol. 502 Conference Room, MellowField Hotel)

Meeting Procedures

I. Calling the Meeting to Order

II. Chairman's Remarks

III. Announcements

Audit Committee reports the audit results for the Stock Swap Case with PROMASTER TECHNOLOGY CORP.

IV. Discussion

The Company proposes to acquire 100% of the shares of PROMASTER TECHNOLOGY CORP. by means of a stock swap for cash considerations.

V. Extraordinary Motions

VI. Meeting Adjourned

[Announcements]

Report

Subject: Audit Committee reports the audit results for the Stock Swap Case with
PROMASTER TECHNOLOGY CORP.

Explanation:

- I. Taking into the reasonableness opinion issued by independent specialist appointed by the Company, the consideration for this Stock Swap is NT\$18 per share, which falls within the range of NT\$17.99 to NT\$18.94 per share as assessed by the aforementioned independent specialist. The committee believes that the share conversion price is reasonable; after reviewing The Stock Swap Contract, The committee finds that the contract is made in accordance with the relevant laws and regulations, and the Stock Swap Contract is in compliance with the fairness principles.
- II. For the Meeting Minutes of Audit Committee/ Opinions for the Reasonability of Transaction Prices for the Marketable Securities and Stock Swap Contract, please refer to Attachment 1 to 4.

[Discussion]

(Proposed by the Board of Directors)

Subject: The Company proposes to acquire 100% of the shares of PROMASTER TECHNOLOGY CORP. by means of a stock swap for cash considerations and submits the proposal for discussion.

Explanation:

- I. To integrate resources, expand business scale, increase product and service offerings, reduce management costs and further enhance operational efficiency and strengthen global market competitiveness, the Company and PROMASTER TECHNOLOGY CORP. (hereinunder abbreviated as “PROMASTER”) propose to perform Stock Swap with cash consideration in accordance with Business

Mergers and Acquisitions Act. After the completion of Stock Swap, PROMASTER will become 100% owned subsidiary of the Company (hereinunder abbreviated as the “Stock Swap Case”). Regarding the relevant matters for the Stock Swap Case, the Company proposes to sign the Stock Swap Contract (hereinunder abbreviated as the “Stock Swap Contract”) with PROMASTER. Please refer to Attachment 3 (page 16) for details.

- II. The consideration of the Stock Swap Case is NT\$18 in cash per share. The cash consideration was determined based on a combination of both parties' financial reports, current operating conditions and future operating consolidated benefits and development conditions, and on the premise that the cash consideration was reasonable in accordance with the opinion issued by the independent specialists appointed. If there is any adjustment of the cash consideration as stipulated in the Stock Swap Contract, the board of directors of both Parties shall authorize the chairmen of both Parties, or their designees to jointly negotiate the adjustment.
- III. If required by laws and regulations, instructions from competent authorities, changes in market conditions or objective circumstances, or other facts to make adjustments and changes to the Stock Swap Case or the relevant contents of Stock Swap Contract, and other matters related to the execution of the subsequent Stock Swap Case, we propose that the Board of Directors of the Company and the Board of Directors of PROMASTER be authorized to negotiate together in accordance with the Stock Swap Contract, this Resolution and relevant laws and regulations.
- IV. The date of completion of the Stock Swap Case (hereinunder abbreviated as the “Record Date of Stock Swap”) is tentatively set as December 30, 2021. However, if there is a need to adjust the Record Date of Stock Swap due to actual circumstances, the shareholders of both Parties authorize each Board of Directors to jointly determine

and announce the Record Date of Stock Swap.

- V. After the Stock Swap Case is approved at the shareholders' meeting, PROMASTER will apply to the Taipei Exchange for the termination of over-the-counter trading of its shares and to the Financial Supervisory Commission for the suspension of the public offering of its shares, in accordance with the actual progress of the Stock Swap Case and the relevant laws and regulations.
- VI. The Audit Committee of the Company audited the Stock Swap Case in accordance with Article 14-5 of the Securities and Exchange Act and Article 6 of Regulations Governing the Exercise of Powers by Audit Committees of Public Companies. The Audit Committee entrusted the accountant CHU, CHIEN-CHOU from Chyuan-Shing Accounting Firm as the independent specialist to provide opinions on the reasonability of cash consideration for the Stock Swap Case. In accordance with the reasonableness opinion issued by the independent specialist, CHU, CHIEN-CHOU, CPA, the consideration per share proposed for Stock Swap, NT\$18, falls within the range of NT\$17.99 to NT\$18.94 per ordinary share of PROMASTER as assessed by the aforementioned independent specialist. Hence, the cash consideration of the Stock Swap Case should be reasonable.

Resolution:

[Extempore Motions]

[Meeting Adjourned]

[Attachment I]

EDOM TECHNOLOGY CO., LTD.

2021 Meeting V

Minutes of the Second Audit Committee

Time: Sep. 30, 2021 (Thursday) 9:00 a.m.

Venue: 8F., No. 50, Jihu Rd. Neihu Dist., Taipei City (Meeting Room of the Company)

Attendees: CHENG, TUN-CHIEN, FAN, YUAN-MING, LIU, SHIH-LIANG. All three members have attended. No absence.

Guests: CHIEN, HSIEN-YUNG (Chief Financial Officer)

Chairperson: CHENG, TUN-CHIEN

Recorded by: CHIEN, HSIEN-YUNG

I. Announcements: None.

II. Discussion:

Subject: We proposed the Stock Swap Case between the Company and PROMASTER TECHNOLOGY CORP. Please discuss.

Explanation:

1. To integrate resources, expand business scale, increase product and service offerings, reduce management costs and further enhance operational efficiency and strengthen global market competitiveness, the Company and PROMASTER TECHNOLOGY CORP. (hereinunder abbreviated as “PROMASTER”) propose to perform Stock Swap with cash consideration in accordance with Business Mergers and Acquisitions Act. After the completion of Stock Swap, PROMASTER will become 100% owned subsidiary of the Company (hereinunder abbreviated as the “Stock Swap Case”). Regarding the relevant matters for the Stock Swap Case, the Company proposes to sign the Stock Swap Contract (hereinunder abbreviated as the “Stock Swap Contract”) with PROMASTER. Please refer to Attachment 1 for details.
2. The consideration of the Stock Swap Case is NT\$18 in cash per share. The cash consideration was determined based on a combination of both

parties' financial reports, current operating conditions and future operating consolidated benefits and development conditions, and on the premise that the cash consideration was reasonable in accordance with the opinion issued by the independent specialists appointed. Please refer to Attachment 2 for the investment valuation table of the Company. If there is any adjustment of the cash consideration as stipulated in the Stock Swap Contract, the board of directors of both Parties shall authorize the chairman of both Parties or their designees to jointly negotiate the adjustment.

3. The Stock Swap Case and the Stock Swap Contract will be submitted to the Extraordinary Shareholders Meeting for approval after approved by the Board of Directors. If required by laws and regulations, instructions from competent authorities, changes in market conditions or objective circumstances, or other facts to make adjustments and changes to the Stock Swap Case or the relevant contents of Stock Swap Contract, and other matters related to the execution of the subsequent Stock Swap Case, we propose that the Board of Directors of the Company and the Board of Directors of PROMASTER be authorized to negotiate together in accordance with the Stock Swap Contract, this Resolution and relevant laws and regulations.
4. We proposed the Chairman to be authorized to sign the Stock Swap Contract on behalf of the Company and the Chairman and his designees to be authorized to act solely or jointly on behalf of the Company in all matters relating to the Stock Swap Case, including but not limited to the preparation, negotiation or execution of documents and contracts relating to the Stock Swap Case, to apply or report to the competent authorities in accordance with the law, to execute or adjust the relevant operations of the Stock Swap Case and to handle the outstanding matters of the Stock Swap Case.
5. The date of completion of the Stock Swap Case (hereinafter abbreviated as the "Record Date of Stock Swap") is tentatively set as December 30,

2021. However, if there is a need to adjust the Record Date of Stock Swap due to actual circumstances, the shareholders of both Parties authorize each Board of Directors to jointly determine and announce the Record Date of Stock Swap.

6. After the Stock Swap Case is approved at the shareholders' meeting, PROMASTER will apply to the Taipei Exchange for the termination of over-the-counter trading of its shares and to the Financial Supervisory Commission for the suspension of the public offering of its shares, in accordance with the actual progress of the Stock Swap Case and the relevant laws and regulations.
7. The Audit Committee entrusted the accountant CHU, CHIEN-CHOU from Chyuan-Shing Accounting Firm as the independent specialist to provide opinions on the reasonability of cash consideration for the Stock Swap Case. Please refer to Attachment 3. In accordance with the reasonableness opinion issued by the independent specialist, CHU, CHIEN-CHOU, CPA, the consideration per share proposed for Stock Swap, NT\$18, falls within the range of NT\$17.99 to NT\$18.94 per ordinary share of PROMASTER as assessed by the aforementioned independent specialist. Hence, the cash consideration of the Stock Swap Case should be reasonable.
8. Please audit regarding the fairness and reasonability of the Stock Swap Case.
9. After reviewing this proposal, the results of the consideration will be submitted to the Board of Directors for discussion.

Resolution: The motion was approved with no objection after the chairperson's solicitation to the members present.

III. Other Motions and Extraordinary Motions: None.

IV. Meeting Adjourned

[Attachment II]

EDOM TECHNOLOGY CO., LTD.

Opinions for the Reasonability of Transaction Prices for the Marketable Securities

I. Preface

EDOM TECHNOLOGY CO., LTD. (hereinunder abbreviated as “EDOM”, stock code: 3048) proposes to acquire the issued outstanding shares from a non-related party, PROMASTER TECHNOLOGY CORP. (hereinunder abbreviated as “PROMASTER”, stock code: 3429), at the price of NT\$18 per share. In accordance with relevant regulations in Article 10 of the "Regulations Governing the Acquisition and Disposal of Assets by Public Companies", the accountant adopted the necessary procedures to express an opinion on the reasonability of the transaction price.

PROMASTER was established in 1994 as a distributor of IC components and has the largest share in the CPLD market, covering three major categories: general-purpose programmable, communication, and multimedia.

During PROMASTER's annual shareholders' meeting on July 23, 2021, a motion was approved to issue stock dividend from retained earnings with NT\$0.925 per share on April 20, as proposed by the board of directors, and the ex-rights transaction was held on Sep. 9. This valuation assumes that the foregoing information has been taken into account by general investors in determining the value of PROMASTER.

The record date for the valuation of this report is set on Sep. 28, 2021.

II. Condensed Financial Information of PROMASTER

Table 1 Condensed Financial Information of PROMASTER

Unit: NT\$1,000

Year		2021 H1	2020	2019
Condensed balance sheet	Total assets	1,970,874	1,946,126	1,529,964
	Total liabilities	1,429,940	1,444,339	1,072,122
	Total equity of the parent company	540,934	501,787	457,842
	Book value per share (NT\$)	12.74	11.81	11.22
Condensed statement of comprehensive income	Operating revenue	2,291,614	3,962,588	3,059,088
	Operating gross profit	169,403	267,096	254,297
	Operating profit	54,789	61,708	53,094
	Profit after tax	42,747	49,667	22,204
	Basic earnings per share (NT\$)	1.01	1.17	0.54

Data source: Market Observation Post System

The net value of PROMASTER for the second quarter of 2021 is NT\$12.74, including the rights of NT\$0.925. Therefore, the ex-rights net value of NT\$11.66¹ will be used in the subsequent estimation of the book value per share of PROMASTER based on the PBR method.

After reviewing the Market Observation Post System for PROMASTER's announced revenue for July to August 2021 and considering the impact of the ex-rights retroactive adjustment on earnings per share, the subsequent estimation of PROMASTER's book value per share based on the PER method will be calculated based on a two-year average of NT\$1.46 per share².

III. Description for Valuation Method

The common enterprise price valuation methods include market price method, revenue method, market method and asset method, which are briefly described as follows:

¹ Net Value after ex-rights: $\text{NT\$}12.74 \div 1.0925 = \text{NT\$}11.66$

² Earnings per share after retrospective adjustment: Year 2021 = $\text{NT\$}1.01 \times 2 \div (1 + 0.0925) = \text{NT\$}1.85$
Year 2020 = $1.17 \div (1 + 0.0925) = \text{NT\$}1.07$
Average of the two years = $(\text{NT\$}1.85 + \text{NT\$}1.07) \div 2 = \text{NT\$}1.46$

1. Market Price Method

For companies that are listed on the public market, their fair value can be estimated by the market price generated from free trading in the market.

2. Revenue Method

The interest flows generated from the subject company's future operations are converted to enterprise value through a process of discounting or capitalization at an appropriate discount rate, such as the discounted cash flow method.

3. Market Method

It includes the Comparable Listed Company Method and the Comparable Transaction Method. The Comparable Listed Company Method refers to determining the value of the underlying company by reference to the value multiplier implied by the trading price of the shares of listed companies engaged in the same or similar business in an active market, such as the PER method, the PBR method and the revenue per share method.

4. Asset Method

Based on the balance sheet of the subject company, the value of all tangible and intangible assets and liabilities to be assumed were evaluated on a line-by-line basis to determine the value of the subject company.

The revenue method requires a large number of assumptions and financial projections of the subject company, which are not available in this case, therefore, the revenue method is not adopted. In addition, the subject company will continue to be in operation, so it is not subject to the asset method. Considering that PROMASTER is an over-the-counter company, it has traded market price, so we

adopt the market price method and the market method as the main valuation methods in this case.

IV. Price Valuation Description

1. Market Price Method

PROMASTER is an over-the-counter company, it has traded market price. Hence, in this opinion, the average transaction price of PROMASTER for the 30, 60 and 90 trading days prior to the valuation record date is used as the reference for its value valuation. After taking the highest and lowest values, its price range is NT\$12.11 ~ NT\$13.89 per share.

As PROMASTER conducted ex-rights transaction on Sep. 9, 2021, the average transaction price before Sep. 8 has been adjusted.

Table 2 Price range of market price method valuation

Sampling period	30 recent transaction days	60 recent transaction days	90 recent transaction days
Average transaction price	13.89	13.05	12.11

Data source: Website of Taipei Exchange

2. “Electronic Channels” Category Stock using Market Method

PROMASTER belongs to “Electronic Channels” category in over-the-counter stock. A total of 35 listed and over-the-counter Electronic Channels companies were selected as the sample for comparison, and the PBR of each company was calculated in order of 30, 60 and 90 business days. The summarized descriptive statistics of the results are as follows:

Table 3 Summary of PER for “Electronic Channels” Category Stock

	PER		
	30 business days	60 business days	90 business days
Minimum	7.51	8.25	8.10
Lower quartile	8.76	10.27	10.43
Median	12.25	13.41	13.11
Average	17.99	55.82	74.89
Upper quartile	15.45	19.51	18.42
Maximum	125.16	1053.21	1537.75

Data source: Organized by TEJ Database

Table 4 Summary of PBR “Electronic Channels” Category Stock

	PBR		
	30 business days	60 business days	90 business days
Minimum	0.78	0.79	0.78
Lower quartile	1.23	1.28	1.24
Median	1.53	1.56	1.58
Average	1.96	1.98	1.96
Upper quartile	1.95	1.97	1.95
Maximum	13.13	13.07	13.03

Data source: Organized by TEJ Database

(1) PER Method

According to Table 3, the PER varies significantly among comparable companies. To avoid the influence of extreme values, the average of the lower and upper quartiles is selected as the reference price range of PER, and the possible reference price range of PROMASTER is estimated accordingly.

Table 5 PER reference range of “Electronic Channels” Stock Category

	PER				Earnings per share (two-year average)	Reference price range
	Business day			Average		
	30 days	60 days	90 days			
Lower quartile	8.76	10.27	10.43	9.82	1.46	14.34 ~ 25.97
Upper quartile	15.45	19.51	18.42	17.79		

(2) PBR Method

According to Table 4, the PBR varies significantly among the comparable companies. To avoid the influence of extreme values, the average of the lower and upper quartiles is selected as the reference price range of PBR, and the possible reference price range of PROMASTER is estimated accordingly.

Table 6 PBR calculated reference price range of “Electronic Channels” Category Stock

	PBR				Book value per share	Reference price range
	Business day			Average		
	30 days	60 days	90 days			
Lower quartile	1.23	1.28	1.24	1.25	11.66	14.58 ~ 22.85
Upper quartile	1.95	1.97	1.95	1.96		

3. Comparisons of Similar Industries under the Market Method

In addition to the “Electronic Channels” Category, the over-the-counter companies “3224 MetaTech” and “6227 Macnica Galaxy” and listed companies “3528 Answer Technology”, which are mainly engaged in the distribution of logic and communication ICs, are used as the comparable companies of PROMASTER in this opinion to evaluate a reasonable stock price range of PROMASTER.

Table 7 Comparable Industry 2021 H1 Financial Information

Unit: NT\$1,000

Year		3224 MetaTech	6227 Macnica Galaxy	3528 Answer Technology
Condensed balance sheet	Total assets	3,711,252	6,533,084	4,084,690
	Total	1,134,756	4,737,036	2,574,641
	Total equity of	878,091	1,796,048	1,510,049
	Book value	15.14	23.60	23.01
Condensed statement of comprehensive income	Operating	808,756	7,260,983	3,231,511
	Operating	110,686	501,944	361,270
	Operating	-28,561	232,193	163,140
	Profit after tax	-31,172	180,483	148,530
	Basic earnings	-0.54	2.37	2.26

Based on the aforementioned financial information, "3224 MetaTech", "6227 Macnica Galaxy" and "3528 Answer Technology" have higher net equity and book value per share than PROMASTER.

In terms of financial performance, among the comparable companies, except for 3224 MetaTech, all the others outperformed PROMASTER in 2021 H1.

Table 8 Reasonable price range calculated by PER method from comparable companies

	3224 MetaTech	6227 Macnica Galaxy	3528 Answer Technology	Average	Earnings per share (two-year average)	Value per share
30 recent transaction days	NA	11.04	13.20	12.12	1.46	17.70
60 recent transaction days	NA	10.88	13.41	12.15		17.74
90 recent transaction days	NA	10.71	13.11	11.91		17.39

Data source: Website of Market Observation Post System, Taiwan Stock Exchange, Taipei Exchange

The comparable companies' individual PERs are stable with no significant changes. After multiplying with PROMASTER's EPS for the last three years and taking the highest and lowest values as the range, we obtained a reasonable price range of NT\$17.39 to NT\$17.74.

Table 9 Reasonable price range calculated by PBR method from comparable companies

	3224 MetaTech	6227 Macnica Galaxy	3528 Answer Technology	Average	Net value in 2021 H2	Value per share
30 recent transaction days	2.79	1.53	2.16	2.16	11.66	25.19
60 recent transaction days	2.74	1.41	2.27	2.14		24.95
90 recent transaction days	2.71	1.35	2.25	2.10		24.49

Data source: Website of Market Observation Post System, Taiwan Stock Exchange, Taipei Exchange

The comparable companies' individual PBRs are stable with no significant changes. After multiplying with PROMASTER's book value per share of 2021 H1 and taking the highest and lowest values as the range, we obtained a reasonable price range of NT\$24.49 to NT\$25.19.

4. Total Reasonable Values

The results of the analysis based on the market price method, the "Electronic Channels Category" PER and the PBR method, without considering the control premium, are summarized as follows:

Table 10 Reasonable price range calculated from “Electronic Channels Category”
without considering the control premium

		Market price method (1)	PER method (2)	PBR method (3)	Average (4)=[(1)+(2)+(3)]/3
Not considered control premium	Minimum	12.11	14.34	14.58	13.68
	Maximum	13.89	25.97	22.85	20.90
Reasonable price range	Minimum	13.68			
	Maximum	20.90			

Table 11 Reasonable price range calculated from comparable companies without
considering the control premium

		Market price method (1)	PER method (2)	PBR method (3)	Average (4)=[(1)+(2)+(3)]/3
Not considered control premium	Minimum	12.11	17.39	24.49	17.99
	Maximum	13.89	17.74	25.19	18.94
Reasonable price range	Minimum	17.99			
	Maximum	18.94			

V. Conclusion of the Valuation

After selecting the “Electronic Channels Category”, we adopted the market price method, the PER method and the PBR method for the valuation. The reasonable price range per share of PROMASTER is between NT\$13.68 and NT\$20.90 without considering the control premium.

In addition, after selecting the comparable companies, we adopted the market price method, the PER method and the PBR method for the valuation. The reasonable price range per share of PROMASTER is between NT\$17.99 and NT\$18.94 without considering the control premium.

The proposed acquisition of the current outstanding shares of PROMASTER by EDOM at NT\$18 per share falls within the reasonable price range calculated in the previous two paragraphs, and therefore the price should be reasonable and should not affect EDOM's shareholders' equity.

Chyuan-Shing Accounting Firm

Accountant CHU, CHIEN-CHOU

Sep. 28, 2021

Specialist's Independence Statement

I was commissioned to render an opinion on the reasonability of the acquisition price of the marketable securities acquired by **EDOM TECHNOLOGY CO., LTD.**

For the purpose of carrying out the above business, I hereby declare that the following things did not occur:

1. My spouse or I is currently employed by the above company in a recurring work or on a fixed salary.
2. My spouse or I had been an employee of the above company and has been dismissed for less than two years.
3. The Company in which my spouse and I works is a related party to the above company.
4. I am related to a spouse or a relative within the second degree of kinship of a person in charge or as a manager in the above company.
5. My spouse or I have investment or benefit-sharing relationship with the above company.
6. Act as the certified accountant of the aforementioned company.

For the case mentioned in the first paragraph, I have maintained a detached and independent viewpoint in my expert opinions, and I have fully considered my professional ability and practical experience before undertaking the case, including the reasonability and accuracy of the information used in the evaluation and compliance with relevant laws and regulations.

Statements made by CHU,
CHIEN-CHOU

Sep. 28, 2021

Independent Specialist's CV

Name: CHU, CHIEN-CHOU

Accountant Certificate No. Tai-Tsai-Cheng-Teng (6) Tzu No. 4147

Academic Background and Experiences:

Graduate School of Accountancy, National Chung Cheng University

Shipping and Transportation Management, National Taiwan Ocean University

Accountant, Cheng-Xin Accounting Firm

Lecturer, Shipping and Transportation Management, National Taiwan Ocean University

Audit Department, Deloitte & Touche

Current Position: Accountant, Chyuan-Shing Accounting Firm

[Attachment III]

Stock Swap Contract

Contractors of Stock Swap:

Party A: EDOM TECHNOLOGY CO., LTD. (“Party A”)

Party B: PROMASTER TECHNOLOGY CORP. (“Party B”)

Both Party A and Party B are corporations organized under the Company Act of R.O.C. To integrate resources, expand business scale, increase product and service offerings, reduce management costs and further enhance operational efficiency and strengthen global market competitiveness, both Parties agree on the Stock Swap method (the “Stock Swap” or the “Stock Swap Case”) such that Party A pays all shareholders of Party B other than Party A in cash as consideration for the acquisition of Party B in accordance with the relevant provisions of the Business Merger and Acquisition Act, etc. to become a 100% owned subsidiary of Party A. Thus, both Parties hereby stipulate the Stock Swap Contract (the “Contract”) as follows:

I. The Method of Stock Swap

Both Parties propose to conduct a stock swap under the Business Merger and Acquisition Act, whereby all shareholders of Party B other than Party A will transfer their shares of Party B to Party A. Party A will pay all shareholders of Party B other than Party A in cash as consideration, and upon completion of the stock swap, Party B will become a 100% owned subsidiary of Party A.

II. The Capital Structure of Party A and Party B

- (I) As of the date of the Contract, the registered capital of Party A is NT\$4,000,000,000 divided into four hundred million (400,000,000) common shares with a par value of NT\$10 each, to be issued in several tranches, some of which may be issued as preferred shares, of which seventy million (70,000,000) shares are reserved for the issuance of employee stock options, new shares with restricted employee rights, preferred shares with stock options or stock options with stock option bonds by Party A. The total number of issued shares is 244,829,794, all of which were common shares, and the total paid-in capital is NT\$2,448,297,940. As of the contract date, no

treasury shares were held.

- (II) As of the date of the Contract, the registered capital of Party B is NT\$800 million (NT\$800,000,000), divided into eighty million (80,000,000) common shares of NT\$10 each, to be issued in several tranches. Within the aforementioned total number of shares, preferred shares may be issued, and \$16 million of the aforementioned capital may be reserved for the issuance of employee stock warrants, totaling 1.6 million shares. The total number of issued shares is 46,401,534, all of which were common shares, and the total paid-in capital is NT\$464,015,340. As of the contract date, no treasury shares were held.

III. Cash Considerations and Adjustment

- (I) The cash consideration allotted by Stock Swap to the shareholders of Party B other than Party A is based on a combination of the financial reports of both Parties, the average market price per share of Party B and a comparison of the PBR and PER figures with those of the industry. The agreement was made on the basis of factors such as both Parties' current operating conditions and future operating consolidated efficiency and development conditions, and in accordance with the opinion of the independent expert appointed to provide a reasonable allotment of cash to shareholders.
- (II) Both Parties agree that if all of the conditions precedent set forth in Article 10 of the Contract have been fulfilled or waived and no breach of any of the provisions of the Contract has occurred that would cause either Party to assert termination of the Contract, then on the Record Date of Stock Swap (as defined in Article 5 of the Contract), Party A shall, in accordance with the statutory procedures of the Stock Swap, allot the cash consideration of NT\$18 per share, based on the shares of common stock held by each shareholder of Party B other than Party A as shown in the shareholder register of Party B.

The estimated number of shares transferred from Party B shareholders (other than Party A) to Party A is 43,685,579, and the total cash

consideration expected to be paid by Party A to Party B shareholders (other than Party A) is NT\$786,340,422. However, the total number of shares actually transferred from Party B to Party A and the total amount of cash consideration actually paid by Party A shall be calculated on the basis of the total number of shares issued by Party B on the Record Date of the Stock Swap less 2,715,955 shares of Party B held by Party A, less the number of shares bought back by Party B in accordance with Article 11 of the Contract. Then the total cash consideration actually paid by Party A was calculated based on the cash consideration per share and allotted to individual shareholders up to "NT\$1" (rounded down to the nearest to NT\$1).

- (III) Subject to the fulfillment or waiver of the conditions precedent to the Stock Swap Case as set forth in the Contract, both Parties shall conduct a Stock Swap on the Record Date of Stock Swap whereby Party A shall acquire one hundred percent (100%) of the outstanding shares of common stock of Party B, and Party B shall become a 100 percent (100%) owned subsidiary of Party A. And within five business days after the Record Date of Stock Swap, Party A shall pay the cash consideration (without interest and less any amounts required to be withheld by statute) to the Party B Shareholders (other than Party A) whose names appear on the Register of Shareholders of Party B last changed prior to the Record Date of Stock Swap as consideration for Party A's acquisition of the Party B Shares.
- (IV) Upon the occurrence of any of the following events after the date of the Contract and before the Record Date of Stock Swap, the Board of Directors of both Parties shall authorize the chairman of both Parties or a person designated by them to adjust the Cash Consideration by a separate good faith agreement, without the need to convene a separate shareholders' meeting to resolve:
1. Party B pays cash dividends, stock dividends (excluding NT\$39,287,340 (3,928,734 shares) of common stock that Party B intends to allot as part of the 2020 stock dividend in 2021) (the "Party B 2020 Stock Dividend") or employee stock bonuses.

2. Party B has issued cash capital increases, capital reductions, convertible bonds, bonus shares (excluding Party B's 2020 stock dividends), bonds with warrants, preferred shares with warrants, warrants and other marketable securities with equity interests.
3. Party B's actions that significantly affect its financial operations, such as the disposal of significant assets.
4. If Party B suffers a major disaster, or if there is a material adverse change in the relationship with Party B's significant customers or significant original manufacturers (Qorvo and Microchip, and other original manufacturers as reasonably determined by both Parties), or if there is any other material adverse effect on its business, operations, finances, property, assets, etc., that would necessitate an adjustment of the purchase price.
5. Party B repurchases its own shares (excluding the repurchase of shares of a dissenting shareholder in accordance with Article 11 of the Contract).
6. Changes in the number of participants in this Stock Swap.
7. Party B is in breach of Articles 7 to 9 of the Contract to the extent that an adjustment of the Cash Consideration is necessary.
8. The cash consideration may be adjusted if approved by the competent authority or if such adjustment is necessary for the smooth obtaining of permission, approval or approval by the relevant competent authority for this Stock Swap.

IV. Articles of Incorporation and Directors after Stock Swap

1. After the completion of the Stock Swap, Party A's Articles of Incorporation shall be amended, if necessary, in accordance with its original Articles of Incorporation.
2. Upon completion of the Stock Swap, Party B's Articles of Incorporation will be amended as necessary to reflect its change to a non-public company.
3. If the term of office of the original directors of Party B has not expired on

the Record Date of Stock Swap, Party B shall facilitate such directors to submit to Party B a resignation effective on the Record Date of Stock Swap (the content of which shall be agreed by both Parties). The directors of Party B are all appointed by Party A as a one-person corporate shareholder for a term of three years from the Record Date of Stock Swap.

V. Execution Progress, Handling Overdue and the Record Date of Stock Swap

1. Both Parties shall convene a shareholders' meeting to resolve the Stock Swap and the Contract by Nov. 18, 2021 or such other date as agreed by both Parties in accordance with law.
2. The effective date of the Stock Swap for the Stock Swap Case shall be the Record Date of Stock Swap (the "Record Date of Stock Swap"), subject to the fulfillment or waiver of all conditions precedent to the Stock Swap Case as set forth in the Contract. The determination of the Record Date of Stock Swap is authorized to be determined by mutual agreement between the Boards of Directors of both Parties after the Stock Swap Case has been approved by their respective shareholders' meetings in accordance with the relevant laws and regulations, and is permitted to be changed by the Boards of Directors of both Parties as permitted by law. The Board of Directors of both Parties has authorized the Chairman of the Board to determine the change of the Record Date of Stock Swap. The date of completion of the Stock Swap Case is tentatively set as December 30, 2021. If there is a need to adjust the Record Date of Stock Swap due to actual circumstances, the shareholders of Party A and Party B authorize each Board of Directors to jointly determine and announce the Record Date of Stock Swap.
3. Both Parties agree that the Stock Swap Case shall be executed in accordance with the schedule set forth in the preceding two agreements, and if it is not completed by the end of the period, the Contract and related laws and regulations shall apply.

VI. Termination of Party B's Over-the-Counter Stock

After the Stock Swap Case is approved at the shareholders' meeting, Party B

will apply to the Taipei Exchange for the termination of over-the-counter trading of its shares and to the Financial Supervisory Commission (the “FSC”) for the suspension of the public offering of its shares, in accordance with the actual progress of the Stock Swap Case and the relevant laws and regulations.

VII. Statement and Guarantee

- (I) Party A represents and warrants that the following are true and correct as of the date of the Contract and up to the Record Date of Stock Swap (except to the extent that Party A has provided or informed Party B, Party A has publicly disclosed, or the financial statements provided by Party A to Party B or the notes to those financial statements have been disclosed):
1. Legal Establishment and Survival of the Company: Party A is a company incorporated under the Company Act of R.O.C. and is still in existence legally and has obtained all necessary licenses, approvals, permits and other licenses to engage in its registered business.
 2. Resolution from the Board of Directors: The Board of Directors of Party A has approved the Stock Swap Case by resolution.
 3. Legitimacy of the Contract: The execution and performance of the Contract shall not be in violation of (1) the provisions of any existing law, (2) any decision, order or penalty of a court or relevant authority, (3) Party A's Articles of Incorporation, or (4) any covenant, agreement, representation, promise, warranty, guarantee, covenant or other obligation to which Party A is legally bound.
- (II) Party B represents and warrants that the following are true and correct as of the date of the Contract and up to the Record Date of Stock Swap (except to the extent that Party B has provided or informed Party A, Party B has publicly disclosed, or the financial statements provided by Party B to Party A or the notes to those financial statements have been disclosed):
1. Legal Establishment and Survival of the Company: Party B is a company incorporated under the Company Act of ROC and is still in existence legally and has obtained all necessary licenses, approvals, permits and other licenses to engage in its registered business.

2. As of the date of the Contract, the total registered capital and total paid-in capital of Party B are as described in Article 2(2) of the Contract. The Board of Directors of Party B has resolved not to issue 15,000,000 shares (each with a par value of NT\$10, for a total amount of NT\$150,000,000) in connection with the issuance of additional Class A Preferred Shares by Party B for cash.
3. Resolution from the Board of Directors: The Board of Directors of Party B has approved the Stock Swap Case by resolution.
4. Legitimacy of the Contract: The execution and performance of the Contract shall not be in violation of (1) the provisions of any existing law, (2) any decision, order or penalty of a court or relevant authority, (3) Party B's Articles of Incorporation, or (4) any covenant, agreement, representation, promise, warranty, guarantee, covenant or other obligation to which Party B is legally bound.
5. The shares of the Stock Swap proposed by Party B are fully paid up.
6. Financial Statements and Financial Information: The financial statements provided by Party B to Party A have been prepared in accordance with international accounting principles and the contents and other financial information are accurate and true in all material respects and are free from any falsification, concealment or misrepresentation, and there have been no material adverse changes in Party B's financial position since June 30, 2021 as compared to its financial statements reviewed by its accountants as of June 30, 2021 that either Party reasonably believes to be material.
7. Tax Declaration and Payment: Party B has duly filed all rental tax returns within the statutory deadlines and has fully paid them within the due dates, and has made all withholding payments in compliance with all tax laws and regulations, without any late filing, omission, understatement, omission, shortage, evasion or other violations of the relevant tax laws. There is no late filing, underfiling, understatement, omission, shortfall, evasion or other violation of the provisions, orders or interpretations of the relevant tax laws that could have any material adverse effect on Party B's business or finances.

There are no current tax disputes between Party B and government agencies. No investigation or examination conducted by government agencies found that Party B did not pay sufficient tax contributions. The government agencies have not suggested that Party B has failed to file tax returns or evaded taxes.

8. **Litigation and Non-litigation Events:** Party B does not have any material litigation events or non-litigation events the outcome of which would be sufficient to dissolve Party B or change its organization, capital, business plans, financial condition, discontinue production or have any material adverse effect on Party B's business or finances.
9. **Assets and Liabilities:** All of Party B's assets and liabilities are identified in the financial statements provided to Party A, and Party B has legal title to all of its assets listed above and is not subject to any restrictions or limitations on the use, income or disposition of such assets other than those disclosed in the financial statements provided to Party A by Party B. Party B shall not be subject to any restrictions or limitations other than those disclosed in the financial statements provided by Party B to Party A, except that such restrictions or limitations shall not have any material adverse effect on the business or financial affairs of Party B.
10. **Contingent Liability:** Other than those disclosed in the financial statements provided by Party B to Party A, Party B does not have any material contingent liabilities that would have any material adverse effect on Party B's business or finances.
11. **Contracts and Commitments:** Except as provided or communicated to Party A by Party B, no material contract, agreement, representation, warranty, guarantee, covenant or other obligation in any form entered into, agreed or undertaken by Party B to date has been provided or communicated to Party A or disclosed in the public domain without any falsification, concealment, error or misrepresentation in any material respect. Party B has not entered into any contract or other binding document or entered into any oral or written agreement with any third party (1) to sell all or a substantial portion

of the business or assets of Party B, (2) to be merged with or acquired by others for more than half of its shares, or (3) to become a subsidiary of others through Stock Swap. Party B has no material breach of any of its contracts. As of the Record Date of Stock Swap, Party B has entered into any contract, arrangement or transaction (including, but not limited to, other transactions such as purchases, sales, leases, investments, services or operations) with its affiliates, directors, independent directors, managers, shareholders or other related parties, or those who have ownership or financial interest in the affiliates, in compliance with the relevant laws and regulations and without any unconventional transactions.

12. Labor Disputes: To date, Party B has not experienced any material violations of the relevant labor laws and regulations that could have any material adverse effect on Party B's business or financial condition.
13. Party B guarantees that it has not committed to its employees any salary, retirement conditions or bonuses superior to those stipulated in the employment contract.
14. As of the date of the Contract, Party B has not repurchased any treasury shares.
15. As of the date of the Contract, Party B had no outstanding employee stock options.
16. For the purposes of the Contract, the information provided by Party B about its company (including but not limited to financial reports) is complete and true in all material respects and does not conceal or mislead Party A in a manner that would affect Party A's judgment.
17. Except as disclosed in writing to Party A, there has been no litigation, non-litigation, governmental investigation or dispute between Party B and its business, financial or operations or shareholders' equity that would cause Party B to dissolve or materially alter its organization, capital, business plans, financial condition, or discontinue production in a manner materially adverse to the business, financial or shareholders' equity of Party B.
18. Other than those disclosed in the financial statements provided by Party B,

Party B has not borrowed any money, nor has it provided corporate assets as guarantees for others, nor has it provided endorsement guarantees for others.

19. Party B legally holds or may legally use the trademarks, proprietary technology and computer software necessary for its operations, without unauthorized or insufficient sets, and without any infringement of the intellectual property rights of others that would be materially adverse to Party B's business, financial or shareholders' interests. Except as disclosed in writing to Party A, Party B has not been notified of, asserted or sued for infringement of any trademark, patent or other intellectual property right ("IPR") of another person, and to Party B's knowledge, no other person is about to assert that Party B has infringed any IPR to the extent materially adverse to Party B's business, financial or stockholders' interests.
20. Other Material Matters: Party B does not have any other material misrepresentation, violation of laws and regulations, breach of trust, unconventional transactions, breach of integrity of responsible persons or other material events that would affect its operations or finances.
21. Post-Term Disclosure: If, after the execution of the Contract, Party B discovers any errors, omissions or any untrue or inaccurate representations and warranties or disclosures made by Party B pursuant to this Section at the time of the execution of the Contract, Party B shall immediately notify Party A in writing and correct the information originally provided or update the disclosures. However, any supplemental, corrective or updating disclosure by Party B shall not affect Party A's rights or remedies asserted by or under the Contract.

VIII. Obligation to be Fulfilled by Both Parties before Stock Swap

Unless otherwise agreed by the Contract, both Parties or otherwise compelled or prohibited by law, from the date of the Contract until the Record Date of Stock Swap, the Contractor undertakes to exercise due care and diligence. The Contractor undertakes to exercise due care and diligence in the performance of the following matters:

1. Any Contractor shall obtain the prior written consent of the other party

before publicly disclosing any information relating to the Contract or the Stock Swap Case. However, if the disclosure is required by law or by the competent securities authority, the consent of the other party is not required to the extent required by law, but the contracting party should still make good faith efforts to confirm the appropriateness of the disclosure with the other party before the disclosure.

2. Party B shall continue to operate and manage its financial and business affairs in accordance with the relevant laws and regulations, the Articles of Incorporation and the Business Regulations, in accordance with the usual business practices and the usual reasonable standards of proper performance of business, and in accordance with the principles of good faith and the duty of care of a good manager, including but not limited to using its best efforts to (1) to maintain the integrity of the business and the organization; (2) to maintain the validity of existing relationships with persons with whom the business deals and all contracts material to the business and the stability of the business (except for the adverse changes in business due to the impact of the recession); (3) to maintain the proper operation of the management for the continuation of the business; and (4) to maintain individual types and amounts of insurance not less than those in force at the date of the Contract.
3. In addition to complying with the aforementioned undertaking, each Contracting Officer shall immediately notify the other party of any monthly, quarterly or semi-annual reports discovered or occurring after the signing date of the Contract that have not been disclosed prior to the Record Date of Stock Swap, but which constitute an adjustment to the cash consideration as set forth in Article 3 of the Contract, and shall endeavor in good faith to provide such information as may be necessary.
4. In the event that any of the parties to the Contract is inconsistent with the representations and warranties set forth in Article 7 of the Contract,

it shall promptly notify the other party and endeavor to provide such information as may be necessary.

5. Each of the parties to the Stock Swap Case shall, in good faith, for the purpose of facilitating and ensuring the smooth completion of the Stock Swap Case, follow and conduct the necessary statutory procedures in accordance with the nature of the matter and the requirements of each Act in respect of the individual parties to the Stock Swap Case, and cooperate with each other to address or exclude any requirements or variables that may affect the smooth continuation of the Stock Swap Case, including but not limited to, convening necessary board meetings and shareholders' meetings in a timely manner, filing necessary reports and applications with the competent authorities in accordance with relevant laws and regulations, obtaining licenses and coordinating the labor rights of employees.
6. In order to improve the efficiency of the post Stock Swap integration operation, Party A may request Party B to provide various internal information, documents or business secrets on a reasonable and necessary basis, and Party B may not refuse to do so without justifiable reasons. Party B may not refuse to do so without good cause. However, the party to whom the information, documents or trade secrets disclosed in the foregoing shall be bound by the confidentiality obligations of Article 15 of the Contract, and shall require its responsible persons, managers, employees and outside consultants to be bound by the same Article.

IX. Commitment Issues

- (I) Party B hereby covenants that Party B shall ensure the proper operation of its business from the date of the Contract until the Stock Swap Base Date, shall operate its business with due diligence and fidelity, and covenants that, except for (i) matters resolved by the Board of Directors of Party B prior to the execution of the Contract, (ii) as required by law, or (iii) the purpose of fulfilling the covenants of the Contract, Party B

shall not, without the written consent of the other party, do any of the following:

1. Increase or decrease capital, to issue convertible bonds, to make stock allotments or dividend distributions (excluding Party B's 2020 stock dividends), to issue bonds with warrants, preferred stock with warrants, warrants and other marketable securities with equity interests, or to engage in derivative transactions linked to the aforementioned marketable securities.
2. Enter into any covenant, agreement, other commitment, letter of intent or memorandum of understanding with any third party relating to (i) a merger, share exchange, transfer of assets, appointment of an operator, joint venture; (ii) the formation, modification or termination of a lease of the whole of the business, a commission or a recurring joint venture with another person; (iii) the transfer of all or a substantial part of the business or property to another person; (iv) the transfer of the whole of the business or property of another person; (v) any transaction having a similar effect to (i) to (iv) above.
3. Disposal or acquisition of significant assets of the company (acquisition, disposal, investment or capital expenditure in excess of NT\$14 million in a single transaction, or acquisition, disposal, investment or capital expenditure in excess of NT\$14 million in the aggregate for the year) that materially affects the company's financial operations.
4. In addition to buying back the shares of the dissenting shareholder, buying back or redeeming, directly or indirectly, its issued shares or marketable securities of equity nature, resolving capital reduction, dissolution, liquidation, claiming (filing) for reorganization, settlement or bankruptcy, by itself or through any other third party.
5. The company has entered into any external contracts or any material commitments that have a significant impact on the company's interests, except for those arising from normal operating activities.

6. Amend the work rules of the company's employees or change the contracts or terms of employment with employees and managers, including but not limited to, the hiring of a large number of employees or increasing employee salaries, benefits, bonuses, severance and retirement benefits, voluntary severance pay, insurance, compensation or any other benefits, except for the adjustment of employee salaries or benefits in accordance with the company's established policies or practices.
 7. Change the amount or proportion of remuneration for directors, independent directors and employees as set forth in the Articles of Incorporation.
- (II) Party A is legally aware of and respects the existing employment contracts between Party B and its employees. After the Record Date of Stock Swap, matters related to the rights and interests of Party B's employees will be handled in accordance with the relevant laws and regulations.
 - (III) Party B shall immediately notify Party A of any material litigation, claim, administrative action or investigation that has occurred, is about to occur or is likely to occur against Party B, a director, independent director or responsible person of Party B.
 - (IV) In the event that both Parties intend to enter into another Stock Swap with another company after the Board of Directors has resolved the Stock Swap and made the Stock Swap information publicly available in accordance with the law, the procedures and actions that both Parties have completed in accordance with the law shall be repeated by all companies participating in the Stock Swap, and all companies participating in the Stock Swap shall jointly enter into a new Stock Swap Contract in relation to the Stock Swap.
 - (V) Party B shall facilitate the management team of Party B (whose names shall be approved by both Parties) to remain in office for 2 years after the Record Date of Stock Swap, and shall sign an undertaking to remain in

office with the consent of Party A at the latest before the Record Date of Stock Swap, and shall deliver a copy to Party A for safekeeping. Party B shall notify Party A in writing as soon as Party B becomes aware of any termination of employment or appointment with Party B by an operating team approved by both Parties prior to the Record Date of Stock Swap.

X. Pre-requisites for the Completion of the Stock Swap

- (I) Completion of the Stock Swap by Party A is conditional upon the fulfillment of all of the following conditions prior to the Record Date of the Stock Swap, unless Party A has waived in writing any of the following specific conditions:
1. The Board of Directors and the shareholders' meeting of Party B have approved the Stock Swap Case and the Contract in accordance with the law.
 2. The Stock Swap Case has been licensed, consented or approved by the relevant competent authorities.
 3. The representations and warranties made by Party B under the Contract shall remain valid and true and correct in all material respects at the time of the Record Date of Stock Swap. However, if both Parties have agreed to adjust the cash consideration in accordance with Article 3(4) of the Contract in respect of the breach of the representation and warranty, this shall not apply.
 4. Party B has performed its obligations or undertakings under the Contract in all material respects. However, if both Parties have agreed to adjust the Cash Consideration in accordance with Article 3(4) of the Contract in respect of the breach of such obligation or commitment, this shall not apply.
 5. The shareholders' meeting of Party B has resolved to cease over-the-counter trading of the shares of Party B and apply to the FSC to suspend the public offering of the shares in accordance with the relevant laws and regulations.
- (II) Completion of the Stock Swap by Party B is conditional upon the

fulfillment of all of the following conditions prior to the Record Date of the Stock Swap, except that Party B has waived in writing any of the following specific conditions:

1. The Board of Directors and the shareholders' meeting of Party A have approved the Stock Swap Case and the Contract in accordance with the law.
2. The Stock Swap Case has been licensed, consented or approved by the relevant competent authorities.
3. The representations and warranties made by Party A under the Contract shall remain true and correct in all material respects at the time of the Record Date of Stock Swap.
4. Party A has performed its obligations or undertakings under the Contract in all material respects.

XI. Handling of the Dissenting Shares

- (I) Both Parties agree that if the shareholders of the companies disagree with the Stock Swap Case or the Contract in accordance with law, they shall buy back the shares held by the disagreeing shareholders in accordance with the provisions of the Business Mergers and Acquisitions Act and the company's relevant laws and regulations.
- (II) Shares bought back as a result of the foregoing shall be cancelled on the Record Date of the Stock Swap. The amount of paid-in capital of either party after the completion of the Stock Swap Case shall also be changed accordingly.

XII. Apportionment of taxes and expenses

Unless otherwise agreed in the Contract, all taxes and expenses (this includes, but is not limited to, fees incurred by attorneys, accountants, securities underwriters and other experts in connection with the Stock Swap that would have been ineffective or released without the approval of the relevant authorities or otherwise) arising from the negotiation, execution or performance of the Contract shall be borne by each of Party A and Party B.

XIII. Commencement and Performance of the Contract

- (I) The Contract shall be binding on both Parties after it has been approved by the Board of Directors of both Parties and signed by the authorized representatives of both Parties.
- (II) The Contract shall be approved by the shareholders' meeting of both Parties and the respective shareholders' meeting shall authorize the board of directors to make all necessary adjustments as required by law or as provided in the Contract. This includes, but is not limited to, adjustments to the cash consideration and the Record Date of Stock Swap.

XIV. Release/Termination of the Contract and Breach of Contract

- (I) Prior to the Record Date of Stock Swap, the Contract may be cancelled/terminated if any of the following circumstances apply:
 - 1. Both Parties agree in writing to release/terminate in advance.
 - 2. If either party breaches any of the representations, warranties, undertakings or material terms of the Contract, and the other party is notified in writing of the breach and fails to remedy the breach within fifteen (15) days after receipt of the above written notice, the non-breaching party may terminate the Contract by written notice to the other party. If either party refuses or delays, without good cause, to cooperate with the permitting, approval or reporting of the competent authorities required for the Stock Swap to become effective, it shall be deemed a breach of a material provision of the Contract.
 - 3. Prior to and including March 31, 2022 (the "Closing Date"), if the conditions precedent to the completion of the Stock Swap in Article X of the Contract have not been fulfilled and waived, the party not in default may cancel/terminate the Contract by written notice to the other party, unless the Board of Directors of both Parties, or a person authorized by the Board of Directors, otherwise agrees in writing to extend the Closing Date.
 - 4. In the event of the occurrence of Article 3(4) of the Contract and both Parties are unable to agree to adjust the cash consideration, either Party may cancel/terminate the Contract by written notice to the other Party.

- (II) In the event that the Contract is cancelled/terminated as a result of the provisions of the preceding paragraph 2, the party in breach shall indemnify the other party against any taxes, costs, damages and losses incurred by the other party as a result, including but not limited to attorney, accountant and other related fees.
- (III) Upon the release/termination of the Contract, both Parties shall immediately take such action as may be necessary to stop the Stock Swap and either party may require the other party to return or destroy documents, data, files, objects, plans, trade secrets and other information (including electronic information) obtained by the other party pursuant to the Contract within seven (7) days of the termination/release.
- (IV) Upon the release/termination of the Contract, Articles 12, 14, 15 and 16 of the Contract shall remain in effect.
- (V) The termination of the Contract shall not affect the rights or obligations of either party under the Contract or the relevant laws and regulations prior to or at the time of the termination, nor shall it affect the right of either party to claim damages against the other party under the Contract or the relevant laws and regulations.

XV. Confidentiality and Non-Compete Agreement

- (I) Documents, information, files, objects, plans, trade secrets and other tangible and intangible information, other than publicly available information, communicated by the parties to or obtained from others in connection with the Contract and for the purposes of the Stock Swap shall be deemed confidential information. Except with the written consent of the other party, such confidential information shall be restricted to the core personnel involved in the case internally and to the accounting, financial, securities and legal advisors engaged by the parties for the purpose of evaluating the case, and shall not be disclosed to others or used for any other purpose unrelated to the case.
- (II) In the event that Party A and Party B are obliged to disclose the contents of the Contract in accordance with the relevant laws and regulations, both

Parties agree to negotiate in advance on the contents to be disclosed and to disclose the same contents to the maximum extent permitted by law.

- (III) If the leakage of confidential information is caused by the negligence of either party, the other party shall be liable for damages for the loss of the other party.
- (IV) All confidential information obtained from or known to others as a result of the Stock Swap Case shall be kept confidential unless it is already known to the public or should be disclosed in accordance with the law, and shall not be disclosed or made known directly or indirectly to persons unrelated to the Stock Swap Case for their own benefit or that of third parties. The Stock Swap Project, in whole or in part, and all confidential information, shall not be used for its own benefit or for that of a third party or for any other purpose, except with the prior written consent of such other party and for the purpose of evaluating and implementing the Stock Swap Case. Also, both Parties may not copy, reproduce, sell, assign, license or transfer such confidential information to any third party. The confidentiality obligations of both Parties arising from this Section shall remain binding for a period of five years from the date of discharge or termination of the Contract.
- (V) Party A agrees that for a period of two years from the termination of the Contract, Party A shall not, directly or indirectly, for itself or others: (i) poach, solicit or attempt to poach or solicit Party B's employees, customers or suppliers; (ii) cause Party B's employees, customers or suppliers to terminate their contractual relationship with Party B; or (iii) cause Party B's existing and terminated employees, customers or suppliers who have not been in the relationship for two years to enter into a contractual relationship with Party A, Party A's affiliates or related companies. In the event of a breach, Party A agrees to indemnify Party B for any costs, damages and losses incurred by Party B as a result of such breach, including but not limited to attorneys' fees, accountants' fees, etc., provided that Party A is not in breach of this Article if Party B's

employees, customers or suppliers act on its own initiative.

XVI. Other Matters

- (I) The interpretation and performance of the Contract shall be governed by the laws of the Republic of China. If there is a dispute between Party A and Party B regarding the interpretation or performance of the Contract, they shall first coordinate and settle the dispute. If there is no coordination and settlement and litigation is involved, both Parties agree that the Taipei District Court in Taiwan shall be the court of first instance.
- (II) If any provision of the Contract is inconsistent with the relevant law and is rendered invalid, only that part of the Contract which is inconsistent shall be invalid and the other provisions of the Contract shall remain in force. The Board of Directors of both Parties shall jointly revise the terms and conditions that are invalid because they are in conflict with the relevant laws and regulations to the extent that they are legal. If an agreement cannot be reached, it will be handled in accordance with the provisions of the relevant laws and regulations. If the Contract is not exhaustive or if any of its terms and conditions are subject to change in accordance with the approval of the relevant competent authorities or in response to subjective circumstances, the Chairmen of both Parties shall jointly negotiate. If an agreement cannot be reached, the matter shall be handled in accordance with the contents approved by the relevant competent authority.
- (III) No amendment to the Contract shall be made except with the written signed consent of Party A and Party B.
- (IV) Any notice under the Contract shall be effected by registered letter or personal delivery to the address set forth on the signature page of the Contract. If there is a change of address, the party who changes the address shall immediately notify the other party in writing, otherwise the party shall not resist the change with its change.
- (V) The headings used in the Contract are for convenience and reference

purposes only and are not relevant to the interpretation of the Contract.

(VI) Neither party shall assign its rights under the Contract to any third party or have any third party assume its obligations under the Contract without the prior written consent of the other party.

(VII) If either party is unable or delayed to perform its obligations under the contract due to force majeure such as court decision or order, order or disciplinary action of the relevant authority, war, hostility, blockade, riot, revolution, strike, lockout, epidemic, fire, typhoon, tsunami or flood, etc., it shall not be liable to any other party for any reasonably proven failure or delay in the performance of its obligations under the Contract. However, upon the occurrence of such force majeure, either party shall notify the other party within three days after becoming aware of it. However, the foregoing does not relieve either party from the obligation to reapply the Contract and perform its obligations as soon as possible after the cessation of force majeure. If such force majeure continues for more than three months, either party may cancel/terminate the Contract by written notice to the other party.

(VII) Other outstanding matters may be agreed upon in writing by both Parties in a manner not inconsistent with the Contract.

(IX) The original of the Contract shall be in two copies, and several copies shall be made by both Parties, each of which shall keep a copy of the original.

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Signatory page

Party A: EDOM TECHNOLOGY CO., LTD.

Chairman: TSENG, YU-I

Address: 8F., No. 50, Jihu Rd. Neihu Dist., Taipei City

Party B: PROMASTER TECHNOLOGY CORP.

Chairman: WU, MING-HSIUNG

Address: 9F., No. 192, Sec. 2, Zhongxing Rd. Xindian Dist., New Taipei City

Sep. 30, 2021

[Appendix I]

EDOM Technology Co., Ltd.

Articles of Incorporation (Full Text before the Amendment)

Chapter I General Provisions

- Article 1 The Company is organized in accordance with the provisions of the Company Law and is named as EDOM TECHNOLOGY CO., LTD in English.
- Article 2 The scope of business of the Company shall be as follows:
- I. F118010 Wholesale of Computer Software
 - II. F119010 Wholesale of Electronic Materials
 - III. CC01120 Data Storage Media Manufacturing and Duplicating
 - IV. CC01080 Electronic Parts and Components Manufacturing
 - V. I301010 Software Design Services
 - VI. I501010 Product Design
 - VII. E605010 Computing Equipment Installation Construction
 - VIII. F401010 International Trade
 - IX. F219010 Retail Sale of Electronic Materials
 - X. F401021 Restrained Telecom Radio Frequency Equipment and Materials Import
 - XI. CC01101 Restrained Telecom Radio Frequency Equipment and Materials Manufacturing
 - XII. ZZ99999 All business items that are not prohibited or restricted by law, except those that are subject to special approval.
- Article 3 The Company is based in Taipei City, and domestic and overseas branches can be established upon the decisions of the Board of Directors if necessary.
- Article 4 The Company makes announcements in accordance with the provisions of Article 28 of the Company Act.
- Article 5 The Company's reinvestment and the total amount of reinvestment is not limited by 40% of the paid-in capital as specified by Article 13 of the Company Act. The reinvestment shall be handled in

accordance with Board resolutions.

Article 5-1 The Company may provide endorsement and guarantee and act as a guarantor due to business needs.

Chapter II Shareholding

Article 6 The total share capital of the Company is set at NT\$4,000,000,000,000 divided into 4,000,000,000 shares of NT\$10,000,000 each, and the Board of Directors is authorized to issue the shares in tranches, some of which may be preferred shares. Of the aforementioned capital, up to NT\$70 million may be reserved for the issuance of employee stock options, new shares with restricted employee rights, preferred shares with stock options, or stock options with stock options, at NT\$10 per share, to be issued in tranches.

Article 6-1 The Company may issue preferred shares with the following rights obligations and other important conditions of issuance:

- I. If the preferred shares issued by the Company are convertible preferred shares, they are not convertible within one year from the date of issuance. The period of conversion is authorized to be determined by the Board of Directors in the actual conditions of the issue. Shareholders of convertible preferred shares may apply for conversion of some or all of their preferred shares in the ratio of one preferred share to one common share (conversion ratio of 1:1) in accordance with the conditions of issue. Upon conversion of the convertible preferred shares into common shares, the rights and obligations are the same as those of the common shares. If the preferred shares have been converted to common shares before the ex-rights (ex-dividend) date of the year of conversion, they will participate in the distribution of earnings and capital surplus of common shares in that year, and will not participate

in the dividend distribution of preferred shares in that year. If the preferred shares are converted to common shares after the ex-rights (ex-dividend) date of the year of conversion, the preferred shares shall participate in the dividend distribution of the year and shall not participate in the distribution of earnings and capital surplus of common shares of the year. Dividends on preferred shares and dividends (cash dividends) on common shares in the same year are distributed on a non-repeated basis.

- II. The Company has discretion over the dividend distribution of preferred shares. The Company may decide not to distribute dividends of preferred shares if there are no earnings in the annual accounts or the earnings are insufficient to distribute dividends of preferred shares or other necessary consideration. The shareholders of preferred shares may not object to the decision. If the preferred shares issued are of the non-accumulative type, the undistributed dividends or the deficit of dividends will not be accumulated for deferred payment in the years with earnings in the future.
- III. The dividends prescribed in Subparagraph 1 of this Paragraph, shareholders of preferred shares may not be a part of the cash and equity capital of earnings and additional paid-in capital of ordinary shares.
- IV. The distribution priority for shareholders of preferred shares on the residual property of the Company is ahead of shareholders of ordinary shares and equal to the preferential order of shareholders of all preferred shares issued by the Company, and the preferential order is only lower than general creditors. Yet the distribution shall not exceed the issuance amount.
- V. Shareholders of preferred shares do not have the right to vote

or suffrage. However, they will have to right to vote in shareholders' meetings of preferred shares or shareholders' meetings that involve the rights and obligations of shareholders of preferred shares.

VI. Preferred shares may not be converted to ordinary shares.

VII. Preferred shares have no maturity, but the Company may redeem all or partial preferred shares anytime on the next day after five years of issuance with the original issuance price. Unredeemed preferred shares shall continue to enjoy rights and obligations of issuance terms prescribed in this Article. In the year of redeeming preferred shares, the dividends that shall be distributed until the redeem date shall be distributed in accordance with the actual issuance days of that year if the shareholders' meeting of the Company decide to distribute dividends.

VIII. Any premium received on the issue of preferred shares shall be treated as capital surplus and should not be capitalized into paid-in capital during the circulation period of the preferred shares.

The Board is authorized to determine the name, issuance date and specific issuance terms upon actual issuance after considering the situation of capital market and the willingness of investors to subscribe in accordance with Articles of Incorporation and related laws and regulations.

Article 7

The Company's stock shall generally be registered, the directors representing the Company shall sign or affix their seals to shares. Stock shall be issued after attestation by the competent authority or an issuance attestation organization approved by the competent authority, but they can be exempted from being printed.

Article 7-1

The Company's stock affairs are handled in accordance with the relevant laws and regulations, such as the Company Act and the

Regulations Governing the Administration of Shareholder Services of Public Companies.

Article 8 The registration of share transfers shall be made within 60 days prior to the convening date of a regular shareholders' meeting, within 30 days prior to the convening date of a special shareholders' meeting, or within 5 days prior to the record date of the Company's decision to distribute dividends, bonuses, or other benefits. The above-mentioned period of suspension of the transfer shall be counted from the date of the meeting or the base date.

Chapter III Shareholders' Meeting

Article 9 Shareholders' meetings shall be divided into regular shareholders' meetings and special shareholders' meetings. The regular shareholders' meeting shall be convened within 6 months after the close of each fiscal year, whereas a special shareholders' meeting is held in accordance with the law whenever necessary.

The preferred stockholders' meeting shall be convened in accordance with the relevant laws and regulations whenever necessary.

Article 9-1 The convening of the shareholders' meeting shall be notified to the shareholders in writing by the provisional meeting 30 days before the temporary meeting. The matter of convening the shareholders' meeting shall be stated in the written notice.

Article 9-2 If a shareholders' meeting is convened by the Board of Directors, the Chairman is elected in accordance with Article 208 of the Company Act. If it is convened by a party other than the Board of Directors, the convening party shall chair the meeting. When there are two or more such convening parties, they shall mutually select a chair from among themselves.

Article 10 For each shareholders' meeting, a shareholder may appoint a proxy to attend the meeting in accordance with Article 177 of the Company Act to exercise his/her right.

- Article 11 A shareholder of the Company shall be entitled to one vote for each share held, except when the shares are restricted shares or are deemed non-voting shares under Article 179-2 of the Company Act.
- Article 12 The resolution of the shareholders' meeting shall, in addition to the provisions of the Company Act, be represented by more than half of the total number of shareholders who have issued shares, and agree to attend more than half of the shareholders' voting rights. According to the regulations of the competent authority, the shareholders of the Company may exercise their voting rights electronically. Shareholders who exercise their voting rights electronically are deemed to be present in person, and their related matters are handled in accordance with the law.
- Article 12-1 The resolutions of the shareholders' meeting shall be included in the meeting minutes and treated in accordance with Article 183 of the Company Act.
- Article 12-2 The Company may transfer the treasury shares to the employees at an average price lower than the actual purchase price, or lower than the issue, by a majority of the shareholders present at the shareholders' meeting and more than $2/3$ of the shareholders' voting rights. The employee stock option certificate is issued at the subscription price of the daily closing price.

Chapter IV Directors

- Article 13 The Company has seven to nine directors for a term of three years, and the number of directors is authorized by the board. The election of directors is conducted in accordance with the candidate nomination system by shareholders who have the ability to act and re-election is allowed. The nomination, selection and other obligations of directors shall be conducted in accordance with the relevant regulations of the competent authority.

- Article 13-1 The number of independent directors shall not be less than three and one-fifth of the number of directors; the professional qualifications, shareholdings, part-time job restrictions, nomination, selection system and other obligations of independent directors shall be conducted in accordance with the relevant regulations of the securities authority.
- Article 13-2 If the director's vacancy exceeds one-third of the total amount for any reason, the board of directors shall convene a shareholder's meeting by-election within 60 days. Except for the full re-election of the directors, the term of the new directors will expire until the expiration of the original term.
- Article 13-3 The Company shall set up an Audit Committee in accordance with the provisions of Article 14-4 of the Securities and Exchange Act. The Audit Committee shall be composed of all independent directors. The members of the Audit Committee or the Audit Committee shall be responsible for the implementation of the Company Act, the Securities and Exchange Act, and other laws and regulations.
- Article 14 The Directors shall constitute the Board of Directors and shall elect one Chairman (and one vice Chairman) of the Board from among themselves by a majority at a meeting attended by at least two-thirds of the Directors. The Chairman shall externally represent the Company.
- Article 14-1 The authorities of the Board of Directors are as follows:
- I. Define business approach;
 - II. Review important regulations;
 - III. Set up or close branch organizations;
 - IV. Prepare budget and annual final accounts;
 - V. Propose to the shareholders' meeting to amend the Articles of Incorporation, change the capital, and the company's merger, acquisition, dissolution or liquidation;

- VI. Propose shareholders for surplus distribution and capital increase;
- VII. File a lawsuit or settlement;
- VIII. Reinvest in other businesses;
- IX. Appoint and dismiss the President.
- X. Other powers conferred by regulations or Shareholders' Meetings.

Article 14-2 Except for the first meeting of each newly-elected Board of Directors which is to be convened by the Director with the most votes, board meetings shall be convened by the chairman of the board. A written notice, email or fax shall be sent by the convener at least seven days in advance with the date and place of the meeting and the agenda. In the event of an emergency, the Board of Directors may call a meeting anytime without the time limit specified above.

Article 14-3 The directors adopt resolutions at the board meeting to exercise their functions and powers. Except for the higher number stipulated by the Company Act, the board meeting shall be attended by more than half of the directors. The resolution shall be made with the consent of more than half of the directors present. Article 14-1 and 14-5 of the Articles of Incorporation stipulates that the election of the chairman and vice chairman of the Board of Directors are regarded as major events. More than 2/3 of the directors are required to attend and more than half of the directors have to agree for the resolution to pass.

Resolutions of shareholders meeting shall be recorded in the minutes of meeting. The meeting minutes shall be signed or sealed by the chair of the meeting, and the minutes shall be distributed to each shareholder within 20 days after the meeting. Meeting minutes, along with the directors' sign-in record and proxy authorization shall be kept by the Company in accordance with regulations.

- Article 14-4 The directors can entrust other directors to attend the Board of Directors in writing, and may elect to vote on the power of attorney to list the terms of the convening, but each director is only limited to one other director.
- When a board meeting is held, if a videoconference is held, the directors who participate in the meeting by video are deemed to be present in person.
- Article 14-5 When the directors of the Company perform their duties, regardless of the Company's operating profit and loss, the Company has to pay compensation, and its remuneration authorizes the board of directors to agree on the value of the company's operational participation and contribution, according to the industry's usual level.
- Article 14-6 The Company may purchase liability insurance for directors to reduce the risk of directors being sued by shareholders or other related parties for performing their duties according to law.
- Article 15 When the chairman of the Board of Directors asks for leave or fails to exercise his powers for any reason, his agent shall handle the matter in accordance with the provisions of Article 208 of the Company Act.
- Article 16 The Board of Directors of the Company has to set up various functional special committees for the sound supervision function and strengthening management functions.

Chapter V Managerial officer

- Article 17 The Company may, according to the resolution of the Board of Directors, set up a chief executive officer to coordinate the operations and decision-making of the Company and all affiliated companies of the Company. The Company has a President and its appointment, dismissal and remuneration are handled in accordance with Article 29 of the Company Act.

Chapter VI Accounting

Article 18 The Board of Directors shall prepare the following documents at the end of each fiscal year:

- (I) Business report.
- (II) Financial Statements
- (III) The proposals such as the surplus distribution or the compensation for losses shall be submitted to the shareholders' meeting in accordance with the law and requested to be recognized.

Article 19 In the case of a profitable fiscal year, the Board of Directors shall set aside no less than 3% to employee compensation and no more than 6% as compensation to directors and supervisors and report to the shareholders' meeting.

Employee compensation shall be distributed in stocks or in cash by the resolution of the Board of Directors. The payment shall apply to employees in the controlling company, subordinate companies as well as whoever meets criteria developed by the Board of Directors. However, if the Company has accumulated losses, the amount of remuneration shall be appropriated to offset it and then remuneration for employees and directors shall be allocated according to the aforementioned percentage.

Article 19-1 Any surplus in the annual final accounts of the Company shall be distributed in the following order:

- (I) Tax;
- (II) Offset previous losses;
- (III) Legal capital reserve at 10% of the earnings left over, until the accumulated legal capital reserve has equaled the total capital of the Company;
- (IV) Appropriation or reversal special reserve in accordance with relevant laws or regulations or the Company's needs;
- (V) After setting aside or reversing the special reserve in

accordance with laws and regulations or actual needs, the remaining balance shall be added to the undistributed earnings at the beginning and given priority to the distribution of dividends from preferred shares.

Shareholders' dividends shall be allocated at least 30% of the available distribution, and the proportion of cash dividends shall not be less than 20% of the total dividends. The Company adopts a balanced dividend policy, and the Board of Directors can make adjustments according to the Company's actual profit, capital budgeting, capital status, and future investment environment, capital needs, domestic and international competitions and capital budgeting to take into account shareholders' interests, balance of dividends and long-term financial plans of the Company.

Chapter VII Supplementary Provisions

- Article 20 The matters not covered in the Articles of Incorporation are handled in accordance with the provisions of the Company Act.
- Article 21 The Articles of Incorporation were formulated on July 3, 1996.
The first amendment was made on June 15, 1998.
The second amendment was made on October 1, 1998.
The third amendment was made on May 25, 1999.
The fourth amendment was made on December 20, 1999.
The fifth amendment was made on June 6, 2000.
The sixth amendment was made on July 3, 2000.
The seventh amendment was made on January 12, 2001.
The eighth amendment was made on May 16, 2001.
The ninth amendment was made on March 15, 2002.
The tenth amendment was made on July 1, 2002.
The eleventh amendment was made on May 23, 2003.
The twelfth amendment was made on May 23, 2003.
The thirteenth amendment was made on May 19, 2005.

The fourteenth amendment was made on May 29, 2006.
The fifteenth amendment was made on January 4, 2007.
The sixteenth amendment was made on June 13, 2008.
The seventeenth amendment was made on June 13, 2008.
The eighteenth amendment was made on June 16, 2009.
The nineteenth amendment was made on June 15, 2011
The twentieth amendment was made on June 22, 2012.
The twenty-first amendment was made on June 11, 2013.
The twenty-second amendment was on June 2, 2015.
The twenty-third amendment was on June 24, 2016.
The twenty-fourth amendment was on June 15, 2018.
The 25th amendment was made on June 5, 2019.
The 26th amendment was made on June 9, 2019.
The 27th amendment was made on July 15, 2021.

[Appendix II]

EDOM Technology Co., Ltd.

Rules of Procedure for Shareholders' Meetings

- I. The rules of procedures for the Company's Shareholders Meetings, except as otherwise provided by the law and regulation, shall be as provided in these Rules.
- II. The Company shall set up a signature book for the attending shareholders to sign in, or the attending shareholders shall submit the sign-in card to sign on behalf of the shareholders.
The number of attendances is calculated based on the signature book or the signed card.
- III. The attendance and voting of the shareholders' meeting shall be based on the shares.
- IV. The venue for the shareholders meeting of a listed company shall be held at the place where the Company is located or where the convenience shareholders are present and suitable for the meeting of the shareholders meeting. The meeting shall start no earlier than 9:00 am or later than 3:00 pm.
- V. If a shareholders' meeting is convened by the Board of Directors, the meeting shall be chaired by the chairman of the board. When the chairman of the board is on leave or for any reason unable to exercise the powers of the chairperson, the vice chairperson shall act in place of the chairperson; if there is no vice chairman or the vice chairman also is on leave or for any reason unable to exercise the powers of the vice chairman, the chairman shall appoint one of the managing directors to act as chair, or, if there are no managing directors, one of the directors shall be appointed to act as chair. Where the chairman does not make such a designation, the managing directors or the directors shall select from among themselves one person to serve as chair.
If the shareholders' meeting is convened by a convener other than the Board of Directors, the chairman of the meeting shall be the convener.
- VI. The company may assign lawyers, accountants or relevant personnel to

attend the shareholders' meeting.

The attending staff of the shareholders' meeting should wear a identification card or armband.

VII. The company shall record or record the entire meeting of the shareholders' meeting and keep it for at least one year.

VIII. At the time of the meeting, the chairman shall announce the meeting. However, if the shareholders who have not represented more than half of the total number of shares in issue are present, the chairman may announce the postponement of the meeting. The number of delays shall be limited to two times, no more than an hour. If the second time is still insufficient and the shareholders representing more than one third of the issued shares are present, they may be deemed to have a false resolution in accordance with the first paragraph of Article 175 of the Company Act. Before the end of the meeting, if the number of shares represented by the shareholders reaches more than half of the total number of issued shares, the chairman shall make a false resolution and re-invited the meeting to vote in accordance with the provisions of Article 174 of the Company Act.

IX. If the shareholders' meeting is convened by the board of directors, its agenda shall be determined by the board of directors. The meeting shall be conducted according to the scheduled agenda and may not be changed without the resolution of the shareholders' meeting.

If the shareholders' meeting is convened by other convener holders other than the board of directors, the provisions of the preceding paragraph shall apply.

Before the agenda of the first two items is scheduled (including the extempore motion), the chairman may not announce the meeting without a resolution. The chairman violated the rules of procedure and announced that the participants could attend the meeting by voting for more than half of the shareholders' voting rights.

After the meeting is adjourned, the shareholders may not appoint

another chairman and continue the meeting either at the same or a different venue.

- X. Before attendant shareholders make a speech, they have to fill in a statement slip specifying the gist of speech, the shareholder's account number (or attendance card number) and the name of the account. The chairman shall set the order of speech. Those who attend the shareholders' speech only and do not speak are deemed to have not spoken. If the contents of speech are inconsistent with the contents of speaker's slip, the contents of speech shall prevail. When attending a shareholder's speech, other shareholders shall not interfere with the speech except with the consent of the chairman and the speaking shareholder. The violators shall stop it.
- XI. Each shareholder of the same proposal shall not speak more than twice without the consent of the chairman, and may not exceed five minutes at a time. If the shareholder speaks in violation of the provisions of the preceding paragraph or exceeds the scope of the issue, the chairman may stop his speech.
- XII. When a corporate shareholder has been delegated to attend the shareholders' meeting, only one person should be delegated as proxy by the corporate shareholder.
When a judicial person shareholder appoints two or more representatives to attend the shareholders meeting, the same motion may only be pushed by one person.
- XIII. After attending the speech of the shareholders, the chairman may personally or appoint a relevant person to reply.
- XIV. The Chairman's discussion of the motion, if it is considered to have reached the level of voting, may be announced to stop the discussion and to vote.
- XV. The person(s) to check and the person(s) to record the ballots during a vote by casting ballots shall be appointed by the Chairman. The person(s) checking the ballots shall be a shareholder(s). The result of

voting shall be announced at the Meeting and placed on record.

- XVI. During the meeting, the Chairman may decide to rest at a discretion.
- XVII. The voting on the resolution, except as otherwise provided for in the company law and the company's articles of association, is approved by a majority of the voting rights of the attending shareholders. At the time of voting, if the chairman has consulted the no-objection, it shall be deemed to have passed, and its validity shall be the same as the voting.
- XVIII. When there is an amendment or an alternative to the same motion, the Chairman shall decide the order of voting with the original motion. If one of the cases has been passed, the other motions are deemed to be vetoed and no further votes are required.
- XIX. The Chairman may command the picket (or security personnel) to help maintain the order. The pickets (or security personnel) shall wear armbands with the word "picket" when trying to maintain order.
- XX. The matters not specified in these Rules shall be handled in accordance with the provisions of the Company Act and the Articles of Incorporation of the Company.
- XXI. These rules shall be implemented after the approval of the shareholders' meeting, and the same shall apply to the amendments.

[Appendix III]

EDOM Technology Co., Ltd.

Number of shares held by all directors

- (I) The Company's paid-in capital is NT\$ 2,448,297,940, and the number of issued shares is 244,829,794 shares.
- (II) The rules are implemented pursuant to Article 26 of the Securities and Exchange Act and the number of shares of the directors and supervisors of the Company.
1. The total number of shares held by all non-independent directors of the Company shall not be less than 12,000,000 shares of the Company's issued shares.
 2. The Company has set up an Audit Committee, so there is no application for the number of shares that the supervisor should hold.
- (III) The number of shares held by the directors of the Company as of the current general meeting of shareholders at the closing date of the transfer of shareholders is as follows:

Job Title	Name	Date of Appointment	Shareholding on stop transfer date	
			Number of Shares	Shareholding
Chairman of the Board	Wayne Tseng	2019.06.05	27,766,059	11.34%
Director	Fei-Hung Lin	2019.06.05	5,542,963	2.26%
Director	Hsieh Yueh Co., Ltd. Representative: Po-I Li	2019.06.05	13,019,800	5.32%
Director	Hsieh Yueh Co., Ltd. Representative: Jing-Chi Hou	2019.06.05	13,019,880	5.32%
Director	Pai Yueh Co., Ltd. Representative: Mei-Tzu Lu	2019.06.05	5,750,000	2.35%
Director	Pai Yueh Co., Ltd. Representative: Le-Chun Wang	2019.06.05	5,750,000	2.35%
Independent Director	Tun-Chien Cheng	2019.06.05	—	—
Independent Director	Shih-Liang Liu	2019.06.05	—	—
Independent Director	Yuan-Ming Fan	2019.06.05	—	—
Total shareholding of all non-independent directors			52,078,902	21.27%

Note: The transfer period of this shareholders' meeting is from October 20, 2021 to November 18, 2021.