

**Koja (Cayman) Co., Ltd.**  
**科嘉(開曼)股份有限公司**  
**Procedures for Making of Endorsements and Guarantees**  
**背書保證作業程序**

**Article 1      Purpose 目的**

**第一條**

Endorsement and guarantees made by the Company shall be subject to these Procedures. Any matter not specified herein shall be subject to the Applicable Listing Rules.

本公司有關對外背書保證事項依本程序之規定辦理。本程序如有未盡事宜，悉依上市法令辦理。

Unless otherwise defined in the Procedures, any capital letters as used in the Procedures shall have the same meanings as defined in the Articles of Association of the Company (as amended or substituted from time to time; hereinafter "Articles").

除本程序另有定義外，本程序所使用任何英文字首大寫之詞彙，其意義應與本公司公司章程(包括其隨時修改或被取代之版本；下稱「本章程」)中之定義相同。

**Article 2      Applicable Subjects 適用範圍**

**第二條**

1. Financing Endorsements and Guarantees:

融資背書保證：

(A) Bill discount financing

客票貼現融資

(B) Endorsement or guarantee made to meet the financing needs of another company.

為他公司融資之目的所為之背書或保證

(C) Issuance of a separate negotiable instrument to a non-financial enterprise as security to meet the financing needs of the Company.

為本公司融資之目的而另開立票據予非金融事業作擔保者

2. Customs duty endorsement/guarantee: meaning an endorsement or guarantee for the Company or another company with respect to customs duty matters.

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關稅保證：係指為本公司或他公司有關關稅事項所為之背書或保證。

3. Other endorsements/guarantees: meaning endorsements or guarantees beyond the scope of the above two subparagraphs.

其他背書保證：係指無法歸類列入前二項之背書或保證事項。

5. Any creation by the Company of a pledge or mortgage on its chattel or real property as security for the loans of another company shall also comply with these Procedures.

本公司提供動產或不動產為他公司借款之擔保設定質權、抵押權者。

**Article 3      Subject of Endorsements/Guarantees 背書保證之對象**

**第三條**

The Company may, in order to fulfill its contractual obligations, provide mutual endorsements/guarantees for another company in the same industry for purposes of undertaking a construction project, or where all capital contributing shareholders make endorsements/guarantees for their jointly invested company in proportion to their shareholdings, or where companies in the same industry provide among themselves joint and several security for a performance guarantee of a sales contract for pre-construction homes pursuant to the Consumer Protection Act for each other. Except for the above, the Company may provide endorsements/guarantees only to the following companies:

本公司除得基於承攬工程需要之同業間依合約規定互保或因共同投資關係由各出資股東依其持股比率對被投資公司背書保證，或同業間依消費者保護法規範從事預售屋銷售合約之履約保證連帶擔保者外，得背書保證之對象僅限於下列公司：

- (A) A company with which it does business.

有業務往來之公司。

- (B) A company in which the Company directly and indirectly holds more than fifty percent of the voting shares.

本公司直接及間接持有表決權之股份超過百分之五十之公司。

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- (C) A company that directly and indirectly holds more than 50 percent of the voting Shares in the Company.

直接及間接對公司持有表決權之股份超過百分之五十之公司。

Endorsements/guarantees can be made between such companies of which the Company directly or indirectly holds 90% or more of voting shares; provided that the amount of endorsements/guarantees shall not be more than 10% of the Company's net value except for endorsements/guarantees between such companies of which the Company directly or indirectly holds 100% of voting shares.

本公司直接及間接持有表決權股份達百分之九十以上之公司間，得為背書保證，且其金額不得超過本公司淨值之百分之十，但本公司直接及間接持有表決權股份百分之百之公司間背書保證，不在此限。

"Subsidiary" and "parent company" as referred to in these Procedures shall be as determined under the Regulations Governing the Preparation of Financial Reports by Securities Issuers. "Net worth" in these Procedures means the balance sheet equity attributable to the owners of the parent company under the Regulations Governing the Preparation of Financial Reports by Securities Issuers.

子公司及母公司係依證券發行人財務報告編製準則之規定認定之。本程序所稱之淨值，係指證券發行人財務報告編製準則規定之資產負債表歸屬於母公司業主之權益。

**Article 4      Limits of Endorsements/Guarantees 背書保證之額度**

**第四條**

1. The total amount of the Company's liability in respect of endorsements/guarantees cannot exceed forty percent of the Company's net value in its most recent financial statement, and the endorsements/guarantees for an individual entity cannot exceed twenty percent of the Company's net value in its most recent financial statement. The aggregate total amount of endorsements/guarantees by the Company and its subsidiaries is capped at 50% of the Company's net value, and the endorsements/guarantees for an individual entity is capped at 20% of the Company's net value. If the above aggregate total amount exceeds 50% of the Company's net value in its most recent financial statement, the Company shall explain at a general meeting the necessity and

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reasonableness therefor.

本公司背書保證責任總金額以不超過本公司最近期財務報表淨值百分之四十為限，對單一企業背書保證以不超過本公司最近期財務報表淨值百分之二十為限。本公司及本公司之子公司之整體得為背書保證之總額以本公司淨值百分之五十為上限，及對單一企業背書保證之金額以本公司淨值百分之二十為上限，如前述整體背書保證總額達本公司最近期財務報表淨值百分之五十以上者，並應於股東會說明其必要性及合理性。

2. Where endorsements/ guarantees are provided for an entity due to the business relationship of the Company, in addition to the requirements of the above paragraph, the amount of the individual endorsement/guarantee in respect of the business or company cannot exceed the business transaction amount between the parties within the Company's previous operating cycle. "Business transaction amount" refers the amount of purchases or sales between the parties, whichever is greater.

與本公司因業務往來關係而從事背書保證者，除上述限額規定外，其個別背書保證金額以不超過本公司前一營運週期中雙方業務往來金額為限。所稱業務往來金額係指雙方間進貨或銷貨金額孰高者。

**Article            Determination and Authorization 決策及授權層級**

**第五條**

1. Endorsements/Guarantees by the Company shall be approved by resolutions of the Board. If the Company has an Audit Committee, the opinions of the Independent Directors of the Audit Committee shall be fully considered, and the approval or objection thereto as well as the reason for objection shall be recorded in the minutes of the Board meeting. The Board may authorize the Chairman to approve in advance any endorsements/guarantees which are less than ten percent of the Company's net value in the most recent financial statement and report the same to the Board for rectification after the fact.

本公司辦理背書保證事項，應經董事會決議行之。已設立審計委員會時，應充分考量審計委員會各獨立董事之意見，並將其同意或反對之明確意見及反對之理由列入董事會紀錄。董事會得授權董事長在不超過本公司最近期財務報表淨值百分之十之限額內依本程序有關之規定先予決行，事後再報經董事會追認之。

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2. Prior to the making of endorsements/guarantees between such companies of which the Company directly or indirectly holds 90% or more of voting shares pursuant to the item 2 of Article 3, the Board's approval must be obtained except for endorsements/guarantees between such companies of which the Company directly or indirectly holds 100% of voting shares.

本公司直接及間接持有表決權股份達百分之九十以上之公司間依據第三條第二項規定為背書保證前，應提報本公司董事會決議後始得辦理，但本公司直接及間接持有表決權股份百分之百之公司間背書保證，不在此限。

3. In case the Company needs to conduct endorsement/guarantee in excess of the limits set out in these Procedures to satisfy its business requirements, the Company shall obtain approval from the Board and half or more of the Directors shall act as joint guarantors for any loss that may be caused to the Company by the excess endorsement/guarantee. The Company shall also amend these Procedures and submit the same to the general meeting for ratification after the fact. If the general meeting does not approve, the Company shall adopt a plan to discharge the amount in excess within a given time limit. If the Company has established an Audit Committee, the opinions of the Independent Directors of the Audit Committee shall be fully considered by the Board in the above meeting, and the concurring or objecting position of the Independent Directors and any objection reasons shall be clearly recorded in the Board meeting minutes.

本公司辦理背書保證因業務需要而有超過本程序所訂額度之必要時，應經董事會同意並由半數以上之董事對公司超限可能產生之損失具名聯保，並修正背書保證作業程序，報經股東會追認之；股東會不同意時，應訂定計劃於一定期限內消除超限部份。已設立審計委員會於前項董事會討論時，應充分考量審計委員會各獨立董事之意見，並將其同意或反對之明確意見及反對之理由列入董事會紀錄。

4. If, as a result of changes of condition, the entity for which an endorsement/guarantee is made no longer satisfies the requirements of these Procedures or the amount of endorsement/guarantee exceeds the limit, the Company shall adopt improvement plans and submit the improvement plans to the Audit Committee for review, and shall complete the improvement according

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to the timeframe set out in the plan

本公司因情事變更，致背書保證對象不符本程序規定或金額超限時，應訂定改善計畫，將相關改善計畫送審計委員會審查，並依計畫時程完成改善。

**Articles 6      Procedures for Making Endorsements/Guarantees 背書保證辦理程序**

**第六條**

1. The entity for which the endorsement/guarantee is made shall complete and submit an “Endorsement/Guarantee Application” to the financial department of the Company. The financial department shall evaluate the risk and prepare written record to be approved by the general manager and the Chairman and implemented in accordance with the resolutions of the Board.

本公司辦理背書保證事項時，被背書保證公司應填具「背書保證申請書」向本公司財務單位提出申請，財務單位應評估其風險性並作成紀錄，經審查通過呈總經理及董事長核示後，送董事會核定，並依據董事會決議辦理。

2. The financial department shall conduct credit investigation on the entity for which endorsement/guarantee is made and conduct risk evaluation, which shall include the following:

財務單位針對被背書保證公司作徵信調查並作風險評估，評估事項應包括：

- (A) The necessity of and reasonableness of the endorsements/guarantees.

背書保證之必要性及合理性。

- (B) The necessity of the amount of endorsement/guarantee based on the credit status and risk assessment of the entity for which the endorsement/guarantee is made.

以被背書保證公司之財務狀況衡量背書金額是否必須。

- (C) Whether the accumulative endorsements/guarantees amount is within the limit.

累積背書保證金額是否仍在限額以內。

- (D) For endorsement/guarantee due to business relationship, whether the

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amount of endorsement/guarantee and business transaction amount are within the limit.

因業務往來關係從事背書保證，應評估其背書保證金額與業務往來金額是否在限額以內。

- (E) Risk on the operations and financial conditions of the Company and impact on the rights of the Members.

對本公司之營運風險、財務狀況及股東權益之影響。

- (F) Whether collateral should be obtained and the appraised value of the collateral.

應否取得擔保品及擔保品之評估價值。

- (G) Credit investigation report and risk evaluation record shall be attached.

檢附背書保證徵信及風險評估紀錄。

3. The financial department shall prepare a memorandum book for the Company's endorsement/guarantee activities and record in detail the following information for the record: the business or company for which the endorsement/guarantee is made, matters of endorsement/guarantee, result of risk evaluation, the amount, the date of Board approval or of authorization by the Chairman, content of the collateral as well as terms and date for discharge of liability

財務單位應建立備查簿，就承諾擔保事項、被背書保證企業之名稱、風險評估結果、背書保證金額、董事會通過或董事長決行日期、取得擔保品內容及解除背書保證責任之條件與日期等，詳予登載備查。

4. The financial department shall evaluate or identify loss contingencies of the endorsements/guarantees and disclose information relevant to the endorsements/guarantees as appropriate in the financial statement, and shall provide the relevant information to a certified public accountant for adoption of necessary audit and preparation of the audit report.

財務單位應評估或認列背書保證之或有損失且於財務報告中適當揭露背書

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保證資訊，並提供會計師相關資料，以供會計師採行必要查核程序，出具允當之查核報告。

5. Where the entity for which the endorsement/guarantee is made later becomes non-conformity with the requirements set forth under Article 3 of these Procedures, or if the amount of endorsement/guarantee exceeds the limit due to changes in the basis of calculation, the endorsement/guarantee made for the business or entity or the portion exceeding the limit shall be cancelled upon expiration of the contract or within a timeframe specified in a plan adopted by the Company. The relevant improvement plan shall also be submitted to the Independent Directors of the Audit Committee and reported to the Board.

本公司背書保證對象原符合本程序第三條之規定而嗣後不符規定，或背書保證金額因據以計算限額之基礎變動致超過所訂額度時，對該對象背書保證金額或超限部份應於合約所訂期限屆滿時或訂定計劃於一定期限內全部消除，將相關改善計劃送審計委員會各獨立董事，並報告於董事會。

**Article 7      Discharge of Endorsements/Guarantees 背書保證註銷**

**第七條**

1. If upon full repayment of debt or renewal due to extended term the relevant identification or negotiable instrument for an endorsement/guarantee needs to be cancelled, the entity for which the endorsement/guarantee is made shall, together with a formal request letter, submit the relevant identification of the original endorsement/guarantee to the Company's financial department, and the financial department shall affix the "cancellation" seal onto the identification and return the same. The request letter shall be kept by the Company for record.

背書保證有關證件或票據如因債務清償或展期換新而需解除時，被背書保證公司應備正式函文將原背書保證有關證件交付本公司財務部加蓋「註銷」印章後退回，申請函文則留存備查。

2. The financial department shall from time to time record the cancellation of endorsement/guarantee into the memorandum book for endorsements/guarantees to reduce the amount of endorsement/guarantee.

財務部應隨時將註銷背書保證記入背書保證備查簿，以減少背書保證之金額。



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**Article 8      Safekeeping and Procedures for Chop 印鑑保管及程序**

**第八條**

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

本公司以向開曼登記或經濟部申請之公司印鑑為背書保證專用印鑑，該印鑑章應由董事會同意之專責人員保管，並依所訂程序始得鈐印或簽發票據。

2. When making a guarantee for a foreign company, the Company shall have the guarantee agreement signed by a person authorized by the Board.

本公司若對國外公司為保證行為時，本公司所出具之保證函應由董事會授權之人簽署。

**Article 9      Internal Audit 內部稽核**

**第九條**

1. The internal audit staff of the Company shall at least on a quarterly basis audit the implementation and execution of these Procedures and shall prepare a written record. The internal audit staff shall immediately notify the Independent Directors of the Audit Committee in writing upon discovery of any material violation.

本公司之內部稽核人員應至少每季稽核背書保證作業程序及其執行情形，並作成書面紀錄，如發現重大違規情事，應即以書面通知審計委員會各獨立董事。

2. If the subject of endorsements/guarantees is a subsidiary whose net value is lower than fifty percent of its paid-in capital, the internal audit staff of the Company shall inspect its cash flow status and prepare written report on a monthly basis. In case, there is any abnormal circumstance, the internal audit staff of the Company shall immediately notify the Independent Directors of Audit Committee with written report.

如背書保證對象若為淨值低於實收資本額二分之一之子公司，稽核人員應每月查核其資金調撥情形並做成書面報告，遇有重大異常情事應即以書面

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通知審計委員會各獨立董事。

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

子公司股票無面額或每股面額非屬新臺幣十元者，依前項計算之實收資本額，應以股本加計資本公積—發行溢價之合計數為之。

4. The Company shall comply with these Procedures in making endorsements/guarantees. In case of material violation, the manager or person-in-charge shall be sanctioned depending on the seriousness of the offense.

本公司從事背書保證時應依本程序辦理，如發現重大違規情事，應視違反情況予以處分經理人及主辦人員。

**Article 10      Public Disclosure of Information 公告申報**

**第十條**

The Company shall, prior to the tenth day of each month, publicly disclose the Company's and its subsidiaries' endorsement balance for the previous month. Where such balance reaches one of the following thresholds, disclosure shall be made within two days commencing immediately from the day of occurrence of such event:

本公司除應於每月十日前公告申報本公司及子公司上月份背書保證餘額。背書保證餘額達下列標準之一者，應於事實發生日之即日起算二日內公告申報：

1. The endorsement balance of the Company and its subsidiaries reaches fifty percent of the Company's net value in the most recent financial statement.

本公司及其子公司背書保證餘額達本公司最近期財務報表淨值百分之五十以上。

2. The endorsement balance of the Company and its subsidiaries in respect of a single business or company reaches twenty percent of the Company's net value in the most recent financial statement.

本公司及其子公司對單一企業背書保證餘額達本公司最近期財務報表淨值

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百分之二十以上。

3. The endorsement balance of the Company and its subsidiaries in respect of a single business or company reaches Ten Million New Taiwan Dollars and the aggregate amount of the Company's endorsements/guarantees for, carrying amount of investment property measured using the cost model, and balance of loans to the business or company reaches thirty percent of the Company's net value in the most recent financial statement.

本公司及其子公司對單一企業背書保證餘額達新臺幣一千萬元以上且對其背書保證、採用權益法之投資帳面金額及資金貸與餘額合計數達本公司最近期財務報表淨值百分之三十以上。

4. The newly made endorsements by the Company or its subsidiaries reach Thirty Million New Taiwan Dollars and five percent of the Company's net value in the most recent financial statement.

本公司或其子公司新增背書保證金額達新臺幣三千萬元以上且達本公司最近期財務報表淨值百分之五以上。

“Date of occurrence” in these Procedures means the date of contract signing, date of payment, dates of boards of directors resolutions, or other date that can confirm the counterparty and monetary amount of making endorsement/guarantee, whichever date is earlier.

本準則所稱事實發生日，係指交易簽約日、付款日、董事會決議日或其他足資確定背書保證對象及交易金額之日等日期孰前者。

If any subsidiary of the Company is not a public company in the Republic of China, the Company shall make the appropriate disclosure if such subsidiary qualifies item 4 of preceding paragraph.

本公司之子公司非屬國內公開發行公司者，該子公司有前項第四款應公告申報之事項，應由本公司為之。

**Article 11**

**第十一條**

**Control and Management of Endorsements/Guarantees by Subsidiaries 對子公司辦理背書保證之控管**

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Where a subsidiary of the Company intends to provide endorsement/guarantee for another, the Company shall instruct the subsidiary to adopt and adhere to procedures for making endorsements and guarantees in accordance with these Procedures. If a subsidiary is incorporated outside the Republic of China, then the corporate chop registered with the MOEA as the designated chop for endorsements/guarantees under Article 8 above shall be substituted by the chop registered with the local authority as designated chop for endorsements/guarantees.

本公司之子公司擬為他人背書或提供保證時，本公司應命子公司依本程序規定訂定背書保證作業程序，並應依所定作業程序辦理。惟如子公司設立於國外，則上述第八條中有關向經濟部申請登記之公司印鑑為背書保證專用印鑑，改採當地登記之公司印鑑為背書保證之專用印鑑。

**Article 12      Implementation and Amendment 實施與修訂**

**第十二條**

Where an audit committee has been established, adoption and any amendment of Procedures for Making of Endorsements and Guarantees shall be approved by more than half of all Audit Committee members and submitted to the Board of Directors for a resolution and subject to the approval by a general meeting. Any objection by the Director which is recorded or in writing shall be submitted to the Independent Directors of the Audit Committee and the general meeting for discussion.

已設置審計委員會者，訂定或修正背書保證作業程序，應經審計委員會全體成員二分之一以上同意，並提董事會決議，並提報股東會通過後實施，修正時亦同。如有董事表示異議且有紀錄或書面聲明者，公司並應將董事異議資料送審計委員會各獨立董事及提報股東會討論。

The comments of the Independent Directors of the Audit Committee shall be fully considered by the Board during deliberations pursuant to the preceding subparagraph. When an Independent Director has a dissenting opinion or qualified opinion, it shall be noted in the minutes of the Directors meeting.

本公司依前項規定將作業程序提報董事會討論時，應充分考量審計委員會各獨立董事之意見，獨立董事如有反對意見或保留意見，應於董事會議事錄載明。