

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

Article 1
第一條

Purpose and Legal Basis 目的與法令依據

The Procedures are established for purpose of giving reference for granting of loans to a third party by the Company.

為使本公司資金貸與他人作業程序有所依循，特訂立本程序。

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。

"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.

本程序所稱子公司及母公司，應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。

"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 granting loans, 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資金貸與對象及交易金額之日等日期孰前者。

The Procedures are established pursuant to the Applicable Listing Rules. Any matter not specified herein shall be subject to the Applicable Listing Rules.

本程序係依據上市法令之規定辦理。本程序如有未盡事宜，悉依上市法令辦理。

Article 2
第二條

Entities to which the company may loan funds 得貸與資金之對象

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

1. A person with business transactions with the Company;
與本公司間有業務往來者；
2. Where short-term financing between the Company and the third party is necessary;
與本公司間有短期融通資金之必要者；
3. The subject shall conform to the Applicable Listing Rules and the Law.
貸與對象以符合上市法令或法律之規定者為限。

“Short-term” in Subparagraph 2 means one year; provided, however, where the Company’s operating cycle exceeds one year, such operating cycle shall prevail.
第二項前項所稱「短期」，係指一年。但本公司之營業週期長於一年者，以營業週期為準。

Article 3
第三條

Evaluation Standards for Loaning Funds to Others 資金貸與他人之評估標準

Loan may be granted due to short-term financing need only under one of the following circumstances:

因有短期融通資金之必要從事資金貸與者，以下列情形為限：

1. a subsidiary of the Company of which the Company holds fifty percent or more of its shares having a business need for short-term financing;
本公司持股達百分之五十以上之子公司因業務需要而有短期融通資金之必要者。
2. where short-term financing is required for a company or business due to purchase of materials or operational needs; or
他公司或行號因購料或營運週轉需要而有短期融通資金之必要者。
3. where the loan is approved by the Board of the Company.
其他經本公司董事會同意資金貸與者。

Article 4
第四條

Total Amount of Loan and Limits to Individual Subjects 資金貸與總額及個別對象之額度

1. The accumulated total of loans granted shall not exceed twenty-five percent of

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

the business net value of the Company; provided, however, where funds are lent to a company or business with short-term financing need, the accumulated total of such loans shall not exceed twenty percent of the business net value of the Company;

本公司總貸與金額以不超過本公司淨值的百分之二十五為限，惟因公司間或與行號間有短期融通資金之必要而將資金貸與他人之總額，以不超過本公司淨值的百分之二十為限。

2. The amount of an individual loan granted by the Company to a company or business with business relationship with the Company shall not exceed the business transaction amount between the parties within the Company's previous operating cycle. "Business transaction amount" refers to the amount of purchase or sale between the parties, whichever is higher;

與本公司有業務往來之公司或行號，個別貸與金額以不超過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。

3. Where funds are lent to a company or business with short-term financial need, each individual loan shall not exceed ten percent of the business net value of the Company.

有短期融通資金必要之公司或行號，個別貸與金額以不超過本公司淨值百分之十為限。

4. The restrictions of the above 3 paragraphs shall not apply to loans of funds between the Company's subsidiaries outside of the Republic of China of whom the Company holds, directly or indirectly, 100% of the voting shares or loans offered to the Company by its subsidiaries outside of the Republic of China of whom the Company holds, directly or indirectly, 100% of the voting shares; however, the individual or total amount of such loans shall not exceed ten times of the business net value of the company who grants loans.

本公司直接及間接持有表決權股份百分之百之中華民國境外之公司間從事資金貸與，或本公司直接或間接持有表決權股份百分之百之國外公司對本公司從事資金貸與，不受前述三項之限制；惟前述貸款之個別貸與金額或總貸與金額以不超過貸出公司淨值的十倍為限。

Article 5

Financing Period and Calculation of Interest 貸與期限及計息方式

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

第五條

1. The term of each loan shall not exceed one year except the term of each loan between the Company's subsidiaries outside of the Republic of China of whom the Company holds, directly or indirectly, 100% of the voting shares or each loan offered to the Company by its subsidiaries outside of the Republic of China of whom the Company holds, directly or indirectly, 100% of the voting shares shall not exceed twenty years.

除本公司直接及間接持有表決權股份百分之百之中華民國境外之公司間，或本公司直接或間接持有表決權股份百分之百之國外公司對本公司從事資金貸與之每一資金貸與期限應以二十年為限外，本公司從事資金貸與應以一年為限。

2. The interest rate of the loan shall not be lower than the average bank short-term loan interest rate. If the borrower cannot for any reason perform according to the terms of the loan agreement, the Company shall act on or claim against the collateral provided or the guarantor in accordance with the law, and in such case a liquidated damages calculated at ten percent in addition to the stipulated interest rate shall be charged.

本公司辦理融資之利率，不得低於金融業短期放款之平均利率。融資對象如因故未能履行融資契約，本公司得就其所提供之擔保品或保證人，依法逕行處分及追償，並按約定利率加收百分之十違約金。

Article 6
第六條

Procedures for Granting of Loan 貸與作業程序

1. Detailed Review Procedures 詳細審查程序

The borrower shall provide required company information and financial information together with the written application for the loan to be submitted to the Company. Upon receipt of the application, the financial department of the Company shall investigate, evaluate and draft report on the business, financial condition, repayment capability, creditworthiness and profitability of the borrower as well as the purpose of the loan. The detailed evaluation to be conducted by the financial department shall include at least the following:

本公司辦理資金貸與事項，應由借款人先檢附必要之公司資料及財務資料，向本公司以書面申請融資額度。本公司受理申請後，應由財務單位就貸與對象之所營事業、財務狀況、償債能力與信用、獲利能力及借款用途

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

予以調查、評估，並擬具報告。財務部針對資金貸與對象作調查詳細評估審查，評估事項至少應包括：

- (A) necessity and reasonableness of the loan;
資金貸與他人之必要性及合理性；
- (B) necessity of such loan and the amount of loan in light of the borrower's financial condition;
以資金貸與對象之財務狀況衡量資金貸與金額是否必須；
- (C) whether the accumulated loan amount is within the loan limit;
累積資金貸與金額是否仍在限額以內；
- (D) the risk on the Company's operation and financial conditions as well as the 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；
- (E) whether collateral is required and appraisal on the value of the collateral; and
應否取得擔保品及擔保品之評估價值；及
- (F) credit investigation and risk evaluation of the borrower shall be attached.
檢附資金貸與對象徵信及風險評估紀錄。

2. Securities 保全

In granting of loan, mortgage on real property or personal property shall be required where necessary. The abovementioned security may be substituted with guarantees by an individual or company with substantial assets at the Board's discretion based on the credit investigation report provided by the financial department. For guarantees made by a company, the articles of association of such company shall be checked for conformity.

本公司辦理資金貸與事項時，必要時應辦理動產或不動產之抵押設定。前項債權擔保，債務人如提供具有相當資產及信用之個人或公司為保證，以代替提供擔保品者，董事會得參酌財務單位之徵信報告辦理；以公司為保證者，應注意其章程是否有訂定得為保證之條款。

3. Scope 授權範圍

After the financial department has conducted a credit investigation, the term of each loan and relevant matters shall be submitted to the general manager for

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

approval and further to the Board for its approval. No other person may be authorized to make such decision. The comments of each Independent Director shall be duly considered, and the concurring or objecting position of such Independent Director shall be clearly recorded in the Board meeting minutes, including any reason for objection.

本公司辦理資金貸與事項，經本公司財務單位徵信後，呈總經理核准並提報董事會決議通過後辦理，不得授權其他人決定。並應充分考量各獨立董事之意見，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。

Loans between the Company and its parent company, or between the Company's subsidiaries, shall be submitted to the Board for approval pursuant to the foregoing. The Board may authorize the Chairman to make several loans or recurring loans to the same borrower to the extent within a specific amount and within a period no longer than one year. "Specific amount" as referred to above shall mean that the authorized amount of loans by the Company or its subsidiary to an individual entity shall not exceed ten percent of the Company's net value in its most recent financial statement except loans between the Company's subsidiaries outside of the Republic of China of whom the Company directly or indirectly holds one hundred percent of voting shares. 本公司與其母公司或子公司間，或本公司之子公司間之資金貸與，亦應依上述規定提董事會決議，並得授權董事長對同一貸與對象於董事會決議之一定額度及不超過一年之期間內分次撥貸或循環動用。前述所稱一定額度，除本公司直接及間接持有表決權股份百分之百之中華民國境外之公司間之資金貸與外，本公司或本公司之子公司對單一企業之資金貸與之授權額度不得超過本公司最近期財務報表淨值百分之十。

Article 7
第七條

Subsequent Monitoring and Procedures for Dealing with Delinquencies for Approved Loans **已貸與金額之後續控管措施、逾期債權處理程序**

1. Once drawdown on a loan has been made, the financial, business and relevant credit conditions of the borrower and the guarantor shall be regularly monitored. Where collateral is provided, changes in its values shall be noted, and any material change thereto shall be immediately reported to the Chairman and be dealt with according to the relevant instruction.

貸款撥放後，應經常注意借款人及保證人之財務、業務以及相關信用狀況

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

等，如有提供擔保品者，並應注意其擔保價值有無變動情形，遇有重大變化時，應立刻通報董事長，並依指示為適當之處理。

2. When the borrower is making a repayment upon or prior to maturity, the interest shall first be calculated and repaid together with the principal, before the cancellation and return of the relevant evidence of claim to the borrow or the cancellation of the mortgage registration.

借款人於貸款到期或到期前償還借款時，應先計算應付之利息，連同本金一併清償後，方可將本票借款等註銷歸還借款人或辦理抵押權塗銷。

3. Once a loan has been approved by the Board, the financial department may, subject to the financial needs of the borrower, disburse payment in a lump sum or in installments, and the borrower may make one repayment or repay in installments; provided, however, the outstanding loan amount may not exceed the limit set forth under Article 4. The Company may act on or claim against the collateral or guarantor provided by the borrower for any violation thereof.

資金貸與案件經董事會決議通過者，財務單位得視融資對象資金需求情形一次或分次撥款，融資對象亦得一次或分次償還，但借款餘額不得超過第四條規定之最高金額。違者本公司得就其所提供之擔保品或保證人，依法逕行處分及追償。

Article 8
第八條

Internal Audit 內部稽核

1. A written record shall be established specifying the borrower, loan amount, date of Board approval, drawdown date, and any other matters required to be reviewed and evaluated by the Procedures.

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

2. The internal audit staff shall audit and evaluate the implementation of the Procedures at least on a quarterly basis and prepare written record of such audit. In the event that a material violation is discovered, the Independent Directors of the Audit Committee shall be notified in writing immediately and sanctions shall be taken against the responsible manager and supervisor.

本公司內部稽核人員應至少每季稽核本程序及其執行情形，並作成書面紀

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

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。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。

3. If due to a change of circumstances of the Company, the borrower becomes non-conforming with the Procedures or if the outstanding balance of the loan exceeds the limit required thereof, an improvement plan shall be adopted and submitted to the Independent Directors of the Audit Committee. The improvement plan shall be executed in accordance with the timeline specified therein.

本公司因情事變更，致貸與對象不符本程序規定或餘額超限時，應訂定改善計畫，並將相關改善計畫送審計委員會各獨立董事，並依計畫時程完成改善。

Article 9
第九條

Public Announcement and Declaration 公告申報

1. The Company shall, prior to the tenth day of each month, announce and declare the total loan amount and the balance of the granted loans the preceding month by the Company and its subsidiaries.

本公司應於每月十日前公告申報本公司及子公司上月份資金貸與餘額。

2. Where the total loan amount and balance of the granted loans of the Company reach one of the following thresholds, the Company shall make the relevant declaration within two days commencing immediately from the day of occurrence:

本公司資金貸與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：

- (A) The loan amount and balance of the granted loans of the Company and its subsidiaries reach twenty percent or more of the Company's business net value in its most recent financial statement;

本公司及其子公司資金貸與他人之餘額達本公司最近期財務報表淨值百分之二十以上。

- (B) The loan amount and balance of the granted loans of the Company and its subsidiaries in respect of a single company or a business reach ten percent or more of the Company's business net value in its most recent financial

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

statement;

本公司及其子公司對單一企業資金貸與餘額達本公司最近期財務報表淨值百分之十以上。

- (C) The amount of the newly granted loan of the Company or its subsidiaries exceeds Ten Million New Taiwan Dollars and has reached two percent or more of the net value in the most recent financial statement of the Company.

本公司或其子公司新增資金貸與金額達新臺幣一千萬元以上且達本公司最近期財務報表淨值百分之二以上。

- (D) Where a subsidiary of the Company is not a public company in the ROC, preceding subparagraph (C) above shall be applicable to the Company where such subsidiary has met the announcement threshold.

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

Article 10
第十條

Control and Management for Loans to Third Parties by Subsidiaries 對子公司資金貸與他人之控管

Where a subsidiary of the Company proposes to grant a loan to a third party, the Company shall require the subsidiary to establish procedures for granting of loans in accordance with the Procedures and shall conform with such procedures.

本公司之子公司擬將資金貸與他人時，本公司應命子公司依本程序規定訂定資金貸與他人作業程序，並應依所定作業程序辦理。

Article 11
第十一條

Others 其他事項

The Company shall evaluate the status of loans and make adequate provision of bad debts, as well as make appropriate disclosure of relevant information in the financial reports and provide the certifying accountants with relevant information for conducting the necessary audit, so that appropriate audit reports may be issued. 本公司應評估資金貸與情形並提列適足之備抵壞帳，且於財務報告中適當揭露有關資訊，並提供相關資料以供會計師執行必要查核程序，出具允當之查核報告。

Article 12
第十二條

Implementation and Amendment 實施與修訂

Where an audit committee has been established, adoption and any amendment of

Koja (Cayman) Co., Ltd.
科嘉(開曼)股份有限公司
Procedures for Granting of Loans
資金貸與他人作業程序

Procedures for Granting of Loans thereof 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 Ordinary Resolution in the general meeting. Any objection by the Director which is recorded or in writing shall be submitted to each of the Independent Directors of the Audit Committee and the general meeting for discussion.

已設置審計委員會者，訂定或修正資金貸與他人作業程序，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，並提報股東會以普通決議通過後實施，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 each of the Independent Directors of the Audit Committee shall be fully considered by the Board of Directors 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。