

英屬蓋曼群島商環宇通訊半導體控股股份有限公司

資金貸與他人作業程序

Procedures for Lending Funds to Other Parties of GCS Holdings, Inc. (The "Company")

第一條

本公司以資金貸放與其他人，均應依本作業程序之規定辦理。本作業程序如有未盡事宜，悉依相關法令規定辦理之。

Article 1

The Company shall follow the Procedures set forth below for lending funds to other parties. Any other matters not set forth in the Procedures shall be dealt with in accordance with the applicable laws, rules, and regulations.

第二條

本公司資金貸與之對象應限於：

一、與本公司有業務往來的公司；或

二、與本公司有短期融通資金必要之公司。所稱短期，係指一年之期間。

本公司資金貸與有業務往來關係之公司時，以該公司有營運周轉需要為限。因有短期融通資金之必要從事資金貸與者，僅限於本公司直接或間接持有表決權股份超過百分之五十之子公司。

Article 2

The party to whom the Company may lend its funds shall be limited to:

(1) Companies having business relationship with the Company; or

(2) Companies in need of funds for a short-term period. For the purpose of this Procedure, "short-term period" shall mean the period of one (1) year.

Fund-lending to companies having business relationship with the Company shall be limited to the circumstance that the said companies need working capital.

Fund-lending to companies which need funds for a short-term period shall be

limited to subsidiaries in which the Company directly or indirectly holds more than fifty percent (50%) of the voting shares.

第三條

本公司資金貸與之總額不得超過本公司淨值的百分之四十。與本公司有業務往來的公司，個別貸與之金額不得超過雙方於資金貸與前十二個月期間內業務往來之總金額（所稱業務往來金額，係指雙方間銷售或進貨金額孰高者），且不得超過本公司淨值的百分之十。有短期融通資金必要之公司，個別貸與之金額不得超過本公司淨值的百分之十，且本公司資金貸與個別對象不得超過借款人淨值百分之三十，但資金貸與本公司直接或間接持有表決權股份百分之百之子公司者，無上述百分之十及百分之三十之限制。

本公司直接或間接持有表決權股份百分之百之國外子公司間，或本公司直接或間接持有表決股份百分之百之國外子公司對本公司從事資金貸與，因有短期融通資金之必要所為之資金貸與，其金額不受本條第一項淨值的百分之四十之限制。

本公司直接或間接持有表決權股份百分之百之國內外子公司間，或本公司直接或間接持有表決股份百分之百之國內外子公司對本公司從事資金貸與，其貸與總額以貸與公司淨值之百分之四十為限，貸與個別對象金額不得超過貸與公司淨值之百分之四十，且每次貸與期限不得超過一年。

Article 3

The total amount available for lending purpose shall not exceed forty percent (40%) of the net worth of the Company. The total amount for lending to a company having business relationship with the Company shall not exceed the total transaction amount between the parties during the period of twelve (12) months prior to the time of lending (For the purpose of this Procedure, the "transaction amount" shall mean the sales or purchasing amount between the parties, whichever is higher), and shall not exceed ten percent (10%) of the net worth of the Company. The total amount for lending to a company to facilitate a short-term financing need shall not exceed ten percent (10%) of the net worth of the Company, and the total amount lendable to any one borrower shall be no more than thirty percent (30%) of the borrower's net worth, provided that the ten percent (10%) and thirty percent (30%) restrictions will not apply to subsidiaries whose voting shares are 100% owned, directly or indirectly, by the Company.

The total amount for fund-lending between the foreign subsidiaries whose voting shares are 100% owned, directly or indirectly, by the Company; or fund-lending to the Company by its 100% directly or indirectly owned foreign subsidiaries, to

facilitate a short-term financing need, will not be subject to the limit of forty percent (40%) of the net worth of the lending subsidiary.

The total amount for fund-lending between the subsidiaries whose voting shares are 100% owned, directly or indirectly, by the Company; or fund-lending to the Company by its 100% directly or indirectly owned subsidiaries, shall not exceed forty percent (40%) of the net worth of the lending company. The total amount for fund-lending to each borrower shall not exceed forty percent (40%) of the net worth of the lending company, nor shall the term of each lending exceed one (1) year.

第四條

本公司資金貸與期限每次不得超過一年。貸放利率應依本公司資金成本決定並機動調整之，按月計息。

Article 4

The term of each loan granted by the Company shall not exceed one (1) year. The interest rate shall be determined on the basis of the Company's funding costs and adjusted accordingly. The interests shall be calculated on a monthly basis.

第五條

任何借款人向本公司申請貸款時，應出具申請書或書函，詳述借款金額、期限、用途及提供擔保情形，並應提出相關基本資料及財務資料協助本公司審查並為徵信。

財務部門應依據前項資料，就借款申請之必要性及合理性、借款人之徵信及風險性、對本公司營運風險之影響、財務狀況與股東權益之影響，以及應否取得擔保品及擔保品之價值等為審查。

Article 5

Any borrower, when applying for a loan from the Company, shall submit an application or a letter describing in detail the loan amount requested, term, purpose and collateral, together with certain basic information and financial data, to the Company to facilitate the evaluation and credit checking by the Company.

Finance Department, based on the aforesaid information, shall then evaluate the necessity and rationality of the loan application, the credibility and risk of the borrower, the impact towards the Company's operating risk, financial position and shareholders' equity, and the necessity to acquire collateral and appraisal of collateral.

第六條

除本公司直接或間接持有表決權股份百分之五十以上之子公司外，借款人於依前條申請借款時，提供相當於貸與金額之本票、擔保品及/或其他本公司要求之擔保。任何擔保品之提供悉依設定抵押權或質權之法定程序辦理以保障本公司權益。

Article 6

Except for subsidiaries in which the Company directly or indirectly holds more than fifty percent (50%) of the voting shares, any other borrower shall provide a promissory note, collateral and/or other guarantee as requested by the Company in an amount equivalent to that of the loan when making an application in accordance with Article 5. If any collateral is provided, legal procedures for mortgage and/or lien must be fulfilled to protect the Company's interest.

第七條

擔保品中除了土地及有價證券外，均應投保財產損失保險，車輛須投保全險。保險金額以不低於擔保品重置成本為原則。保險單應以本公司為受益人。保單上所載保險標的物名稱、數量、存放地點及保單條件，應與本公司原核貸放款條件符合。

Article 7

All collateral, except land and securities, shall be covered by property damage insurance. For vehicles, comprehensive insurance shall be procured. The insured amount shall, in principle, be not less than the replacement cost of the collateral. The Company shall be named as the beneficiary of the insurance. The insured object, quantity, location and coverage conditions must be consistent with the requirements of the Company.

第八條

貸款撥放後，財務部門應定期評估借款人及保證人（如有）之財務及信用狀況等。如有發生逾期且屢經催討仍無法收回之債權時，財務部門應即通知法務部門對債務人採取進一步追索行動，以確保本公司權益。

Article 8

After a loan is granted, the finance department shall periodically evaluate the financial status and credit of the borrower and guarantor (if any). In the event that a loan is over-due and not repaid even after the Company's repeated attempt to

collect payment, the finance department shall immediately notify the legal department for further legal actions to protect the Company's interest.

第九條

本公司將公司資金貸與他人前，應審慎評估是否符合證券主管機關所訂「公開發行公司資金貸與及背書保證處理準則」及本作業程序之規定，併同第五條第二項之評估結果提董事會決議後辦理，不得授權其他人決定。但重大資金之貸與，應經審計委員會依相關規定決議通過後，提請董事會決議。

本公司與其母公司或子公司間，或子公司間之資金貸與，應依前項規定提董事會決議，董事會並得授權董事長對同一貸與對象於董事會決議之一定額度及不超過一年之期間內分次撥貸或循環動用。

前項所稱「一定額度」係指本公司或其子公司對單一企業之資金貸與金額，不得超過本公司或該子公司最近期財務報表淨值的百分之十。但本公司直接或間接持有表決權股份百分之百之國外公司間從事資金貸與不適用之。

Article 9

Any lending of the Company's funds shall be evaluated with and subject to the "Guidelines for Fund-Lending and Providing Endorsements and Guarantees by Public Companies" announced by the securities regulatory authority and the Procedures, and then submitted, together with the result of the evaluation made as described in the second paragraph of Article 5, to the Board of Directors for its approval and no delegation shall be made to any person in this regard. However, material lending of funds shall be approved by the Audit Committee in accordance with relevant regulations and submitted to the Board of Directors for a resolution.

The lending between the Company and its parent company or its subsidiaries or between the subsidiaries shall be submitted to the Board for approval in accordance with the provision set out in the preceding paragraph. The Board may authorize the Chairman to lend to the same party in installments or as revolving loan within the specific amount approved and the period not exceeding one year.

The term "specific amount" mentioned in the preceding paragraph means that the amount lent by the Company to each borrower shall not exceed ten percent (10%) of the Company's net worth as shown in the Company's latest financial statements and the amount lent by the Company's subsidiary to each borrower shall also not exceed ten percent (10%) of such subsidiary's net worth as shown in its latest financial statements, provided that the restriction that the lending amount cannot exceed ten percent (10%) of the net worth shall not apply to the lending between

foreign companies whose voting shares are one hundred percent (100%) owned, directly or indirectly, by the Company.

第十條

有關資金貸與事項，依規定應向主管機關申報或公告者，本公司均應依相關法令規定辦理之。本公司之子公司非屬國內公開發行公司者，依規定有應公告申報之事項，由本公司代為公告申報之。

本公司資金貸與達下列標準之一者，應於事實發生日之即日起算二日內公告申報：

- 一、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。
- 二、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。
- 三、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。

第二項所稱之「事實發生日」指簽約日、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孰前者。

Article 10

Should there be any fund-lending which is required to be reported to the governmental authority-in-charge or to be publicly announced, such report or public announcement shall be made by the Company in accordance with the relevant laws, rules and regulations. If there is any reporting and announcement required for the Company's subsidiary which is not a domestic public company, the Company will follow the requirement on behalf of its subsidiary.

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

1. The aggregate balance of loans to others by the Company and its subsidiaries reaches 20 percent or more of the public company's net worth as stated in its latest financial statement.
2. The balance of loans by the Company and its subsidiaries to a single enterprise reaches 10 percent or more of the Company's net worth as stated in its latest financial statement.

3. The amount of new loans of funds by the Company or its subsidiaries reaches NT\$10 million or more, and reaches 2 percent or more of the Company's net worth as stated in its latest financial statement.

“Date of occurrence” means the date of contract signing, date of payment, dates of board of directors resolutions, or other date that can confirm the counterparty and monetary amount of the fund-lending , whichever date is earlier.

第十一條

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

Article 11

The Company shall make sufficient provision based on the condition of its lending profile, adequately disclose information in the financial statements, and provide external auditors with necessary information for conducting due auditing.

第十二條

本公司辦理資金貸與事項，應建立備查簿，並依相關法令之規定記載相關事宜。

Article 12

The Company shall establish and maintain a reference book to record all its fund-lendings and related information in accordance with the relevant regulations.

第十三條

本公司內部稽核人員應每季稽核資金貸與情形，並做成書面紀錄，如發現重大違規情事，應即以書面通知審計委員會。

Article 13

Internal auditors shall perform auditing on the Company's lending profile every quarter and produce written auditing reports. Should there be any significant violation found, a written report is needed to notify the Audit Committee.

第十四條

本公司因情事變更，致貸與對象不符相關法令及本作業程序之規定或餘額超限時，應訂定改善計畫，將相關改善計畫送審計委員會，並依計畫時程完成

改善。

Article 14

Should a borrower no longer satisfy the criteria set forth in the relevant regulations and/or these Procedures or there be any excess over the lending limit due to unexpected changes of the Company, a corrective plan has to be provided to the Audit Committee and the proposed correction actions should be implemented within the period specified in such plan.

第十五條

本公司之子公司擬將資金貸與他人者，本公司應命該子公司訂定資金貸與他人作業程序，並依所定作業程序辦理。

本公司之子公司擬將資金貸與他人時，應填具徵信報告及意見，併同擬具之貸放條件，經該子公司之審計委員會及/或董事會決議通過。

本公司之子公司若將資金貸與他人，應定期提供相關資料予本公司查核。

Article 15

When fund-lending to other parties is contemplated by the Company's subsidiary, the Company shall mandate the subsidiary to establish relevant procedures for lending funds to other parties. The Company should also mandate the subsidiary to handle fund-lending in accordance with its procedures.

When fund-lending to other parties is contemplated by the subsidiary of the Company, a credit assessment report and comments, together with the proposed terms and conditions of lending, should be submitted to and approved by the Audit Committee and/or the Board of Directors of the subsidiary.

Relevant information of any fund-lending granted by the Company's subsidiary shall be provided regularly to the Company for inspection.

第十六條

本公司經理人及主辦人員於辦理資金貸與相關事宜時，應遵循本作業程序之規定，使本公司免於遭受任何損失。如有違反相關法令或本作業程序規定之情形者，其懲戒依本公司相關人事規章之規定辦理。

Article 16

The Company's managers and persons-in-charge shall follow the Procedures in order to prevent the Company from incurring any losses. Should there be any

violation of related regulations or the Procedures, subsequent castigation is subject to the related Personnel Articles of the Company.

第十七條

本作業程序應經審計委員會、董事會以及股東會決議通過。修訂時亦同。

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

本作業程序之任何修訂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。

如本作業程序或任何修訂未經審計委員會全體成員二分之一以上同意，得由全體董事三分之二以上同意行之。

第三項所稱「審計委員會全體成員」以及前項所稱「全體董事」，以實際在任者計算之。

Article 17

The Procedures shall be approved by the Audit Committee, the Board of Directors, and the Shareholders' Meeting. Any amendment is subject to the same procedure.

Where the Company submits the Procedures to the Board meeting for discussion in accordance with the preceding paragraph, the Board shall take into full consideration each independent director's opinion. The independent directors' opinions specifically expressing assent or objection and the reasons for objection shall be included in the Board meeting minutes.

Any amendment to the Procedures shall be approved by one-half or more of the total members of the Audit Committee and submitted to the Board Meeting for resolution.

If the Procedures and any revisions thereof are not approved by one-half or more of the total members of the Audit Committee, the Procedures and any revisions thereof may be adopted with the approval of two-thirds or more of the total members of the directors.

The terms "total members of the Audit Committee" in paragraph 3 hereunder and "total members of the directors" in the preceding paragraph shall be calculated as the actual number of persons currently holding those positions.

第十八條

本作業程序第一次修訂於 2013 年 6 月 28 日。

本作業程序第二次修訂於 2016 年 6 月 3 日。

本作業程序第三次修訂於 2019 年 6 月 5 日。

Article 18

The First Amendment was made on June 28, 2013.

The Second Amendment was made on June 3, 2016.

The Third Amendment was made on June 5, 2019.