

股票代號：4972

Tons:

湯石照明科技股份有限公司
TONS LIGHTOLOGY Inc.

一一二年股東常會

議事手冊

中 華 民 國 一 一 二 年 五 月 二 十 五 日

新北市板橋區民權路 88 號 3 樓
(台北新板希爾頓酒店 3 樓會議室-4)

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湯石照明科技股份有限公司
一一二年股東常會開會程序

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湯石照明科技股份有限公司

一一二年股東常會開會議程

方式：視訊輔助股東會(採實體股東會並以視訊輔助方式召開)

視訊會議平台：視訊部分採用集保結算所/股東會電子投票平台/股東會

視訊會議平台(網址：<https://www.stockvote.com.tw/>)

時間：中華民國一一二年五月二十五日(星期四)上午九時整

地點：新北市板橋區民權路88號3樓(台北新板希爾頓酒店3樓會議室-4)

一、宣佈開會

二、主席致詞

三、報告事項

1. 一一一年度營運狀況報告案。
2. 審計委員會審查一一一年度決算表冊報告案。
3. 員工酬勞及董事酬勞分派報告案。
4. 董事及經理人之績效評估結果與其薪資報酬之關聯性及合理性報告案。
5. 個別董事薪酬情形報告。
6. 一一一年度現金股利發放報告案。
7. 審計委員會審議本公司及 100% 持股子公司 TONS LIGHTOLOGY (CAYMAN) INC. 擬與大峽谷半導體照明系統(開曼)股份有限公司進行併購暨股份轉換案(簡稱本併購案)之結果報告案。

四、承認事項

1. 承認一一一年度營業報告書及財務報告案。
2. 承認一一一年度盈餘分派案。

五、選舉事項

1. 選舉董事七席(含獨立董事三席)案。

六、討論事項

1. 修訂本公司「公司章程」案。
2. 解除新任董事競業禁止之限制案。
3. 本公司及 100% 持股子公司 TONS LIGHTOLOGY (CAYMAN) INC. 擬與大峽谷半導體照明系統（開曼）股份有限公司進行併購暨股份轉換案。
4. 本公司及 100% 持股子公司 TONS LIGHTOLOGY (CAYMAN) INC. 擬與大峽谷半導體照明系統（開曼）股份有限公司進行併購暨股份轉換，擬增資發行本公司普通股案。

七、臨時動議

八、散會

報告事項

報告案一

案 由：一一一年度營運狀況報告案，報請 公鑒。

說 明：本公司一一一年度營業報告書，請參閱本議事手冊第13頁至第14頁【附件一】。

報告案二

案 由：審計委員會審查一一一年度決算表冊報告案，報請 公鑒。

說 明：本公司一一一年度決算表冊，業經審計委員會審查，請參閱本議事手冊第15頁【附件二】。

報告案三

案 由：員工酬勞及董事酬勞分派報告案，報請 公鑒。

說 明：一、依公司章程第二十三條之一規定「公司當年度如有獲利，應提撥百分之五至百分之十五為員工酬勞及提撥百分之二·五以下為董事酬勞」。

二、本公司一一一年度稅前利益扣除分派員工酬勞及董事酬勞前之利益，提列員工酬勞 9.0%，計新台幣 6,366,000 元及董事酬勞 1.5%，計新台幣 1,060,000 元，均以現金分派之。

三、上述員工酬勞及董事酬勞提列金額與一一一年認列費用估列金額相同。

報告案四

案 由：董事及經理人之績效評估結果與其薪資報酬之關聯性及合理性報告案，報請 公鑒。

說 明：一、本公司係依據「董事會績效評估辦法」評核個別董事之績效，並將評核結果依「董事酬勞及報酬管理辦法」列為薪資報酬的計算基礎。

二、本公司係依據「績效作業管理辦法」評核個別經理人之績效，並將評核結果依員工考核之考績等第列為薪資報酬的計算基礎。

三、董事及經理人個別績效評估結果及薪酬之內容及數額之關聯性及合理性，業經薪酬委員會審議及董事會決議尚屬合理。

報告案五

案由：個別董事薪酬情形報告，報請 公鑒。

說明：一、本公司董事薪酬給付政策、標準與結構如下：

- 1.一般董事：依章程規定於當年度之獲利提撥2.5%以下為董事酬勞總額，經董事會決議並報告股東會。個別董事則依據「董事會績效評估辦法」所評核之個別董事績效結果，並依「董事酬勞及報酬管理辦法」依個別董事對公司營運參與程度及貢獻之價值列為個別薪資報酬的分派比例基礎計算，分派結果提送薪酬委員會審議並經董事會決議後支付。
- 2.獨立董事：報酬給付係依董事會通過之「董事酬勞及報酬管理辦法」執行。獨立董事及董事會委員會成員執行本公司職務時，不論公司營業盈虧，公司得支給報酬，除參考國內外業界給付水準外，並得由董事會依其對公司營運參與程度及貢獻之價值酌予調整。
- 3.上述董事於會議期間親自出席者得支領車馬費。

二、本公司個別董事一一一年度薪酬情形，請參閱本議事手冊第 16 頁至 17 頁【附件三】。

報告案六

案由：一一一年度現金股利發放報告案，報請 公鑒。

說明：一、本案係依據本公司章程第24條規定辦理。

- 二、本公司一一一年度盈餘分派之現金股利計新台幣 63,172,795 元，截至目前已發行流通在外股數 39,495,553 股扣除買回本公司股份 500,000 股後，共計為 38,995,553 股，每股配發新台幣 1.62 元，股東之現金股利依除息基準日股東名冊所記載之持有股份分配之，計算至元為止(元以下捨去)，分配未滿一元之畸零款合計數，授權董事長全權處理之。
- 三、本次現金股利除息基準日訂為 112 年 3 月 31 日，停止過戶期間為 112 年 3 月 27 日至 112 年 3 月 31 日止。
- 四、現金股利訂於 112 年 4 月 20 日為發放日。
- 五、本公司流通在外股數有所變動時，授權董事長按除息基準日實際流通在外股數，調整每股配發金額。
- 六、其他未盡事宜授權董事長全權處理之。

報告案七

案由：審計委員會審議本公司及100%持股子公司 TONS LIGHTOLOGY (CAYMAN) INC.擬與大峽谷半導體照明系統(開曼)股份有限公司進行併購暨股份轉換案(簡稱本併購案)之結果報告案，報請 公鑒。

說明：一、謹參照企業併購法第6條第1項，由審計委員會就本併購案計畫與交易之公平性、合理性進行審議。

二、依企業併購法第6條以及公開發行公司併購特別委員會設置及相關事項辦法第2條及第6條規定，由審計委員會行使併購特別委員會之職權。

三、審計委員會同意獨立專家就本併購案之股份轉換換股比例所出具之合理性意見書，茲就本併購案計畫之公平性及合理性審議結果，請參閱本議事手冊第18頁【附件四】。

承認事項

承認案一

董事會 提

案 由：承認一一一年度營業報告書及財務報告案，提請 承認。

說 明：一、本公司一一一年度營業報告書及財務報表業經編竣，其中財務報表（含合併財務報表）及營業報告書，業經審計委員會查核竣事並出具書面審查報告書在案。

二、營業報告書、會計師查核報告書及財務報表，請參閱本議事手冊第 13 頁至 14 頁【附件一】及第 19 頁至 39 頁【附件五】。

三、謹提請 承認。

決 議：

承認案二

董事會 提

案 由：承認一一一年度盈餘分派案，提請 承認。

說 明：一、本公司一一一年度盈餘分配表，業經本公司第十屆第十八次董事會決議通過。

二、本公司一一一年度盈餘分配表，請參閱本議事手冊第 40 頁【附件六】。

三、謹提請 承認。

決 議：

選舉事項

選舉案一

董事會 提

案 由：選舉董事七席(含獨立董事三席)案，敬請 選舉。

說 明：一、本公司第十屆董事任期於112年5月27日屆滿，依公司法及公司章程規定，選舉第十一屆董事七席(含獨立董事三席)。

二、依公司章程第十四條規定，本公司董事選舉採候選人提名制度，董事候選人名單及其學、經歷及持有股數，請參閱本議事手冊第41頁至第42頁【附件七】。

三、因應第一一二年股東常會全面改選董事，並配合股東會日期，本公司第十屆董事於112年5月25日股東常會結束後解任。

四、新任董事任期自112年5月25日起至115年5月24日止，任期三年。

五、敬請 選舉。

選舉結果：

討論事項

討論案一

董事會 提

案 由：修訂本公司「公司章程」案，提請 核議。

說 明：一、為配合公司長期發展，擬修訂公司章程額定資本總額為新台幣800,000,000元，分為80,000,000股並保留新台幣80,000,000元，共計8,000,000股，供發行員工認股權憑證轉換之用，爰修訂公司章程第四條條文。

二、配合公司法第162條修正，修訂公司章程第六條條文。

三、本次修訂條文對照表，請參閱本議事手冊第43頁至44頁【附件八】。

決 議：

討論案二

董事會 提

案 由：解除新任董事競業禁止之限制案，提請 核議。

說 明：一、依公司法第二〇九條第一項規定「董事為自己或他人為屬於公司營業範圍內之行為，應對股東會說明其行為之重要內容，並取得其許可」規定辦理。

二、本公司董事如有投資或有經營其他與本公司營業範圍相同或類似之公司擔任董事之行為，爰依法提請股東會同意解除新任董事競業禁止之限制。

三、董事(含獨立董事)候選人解除競業情形如下：

職務	姓名	兼任他公司名稱及所擔任職務
董事	湯士權	Art So Trading Limited 董事 亞梭傢俬國際(股)公司董事(法人代表)
董事	蕭珍琪	弘裕企業(股)公司獨立董事 美而快電子(股)公司獨立董事 宏遠證券(股)公司獨立董事 耀億工業(股)公司獨立董事 若樸建設開發(股)公司監察人 永進機械工業(股)公司監察人 華鉅實業股份有限公司董事
獨立董事	周良貞	世坤塑膠(股)公司獨立董事 晟銘電子科技(股)公司獨立董事 數字科技(股)公司董事
獨立董事	周聰南	鈞興機電國際(股)公司獨立董事 艾笛森光電(股)公司獨立董事

決 議：

討論案三

董事會提

案由：本公司及100%持股子公司TONS LIGHTOLOGY (CAYMAN) INC.擬與大峽谷半導體照明系統(開曼)股份有限公司進行併購暨股份轉換案，提請核議。

說明：一、為考量公司未來發展、整合雙方資源，提升公司競爭力，本公司依下列架構及程序與大峽谷半導體照明系統(開曼)股份有限公司(以下簡稱大峽谷)進行併購及股份轉換(以下簡稱本併購案)。

1.本公司已於開曼設立100%持股之子公司TONS LIGHTOLOGY (CAYMAN) INC. (以下簡稱開曼湯石)。

2.開曼湯石將與大峽谷進行合併。合併後，大峽谷為存續公司、開曼湯石為消滅公司。由本公司發行新股作為對價，以本公司發行1股普通股換取大峽谷普通股1.72股，取得大峽谷100%股權(本併購案之交易實質等同台灣法律規範之股份轉換)本交易完成後，大峽谷將成為本公司100%持股之子公司。

二、本併購案之對價為本公司1股普通股換取大峽谷普通股1.72股，由本公司發行新股予大峽谷之股東，前揭換股比例係依據雙方公司截至民國111年12月31日經會計師查核簽證之財務報告、112年2月28日自結報表，考量雙方每股市價、每股淨值、營收、企業價值及公司營運狀況及未來展望等因素，另參酌獨立專家之「併購暨股份轉換換股比例合理性意見書」訂定之，請參閱本議事手冊第45頁至72頁【附件九】。

三、本次併購及股份轉換基準日暫訂為民國112年10月31日，惟得視本併購案進度狀況，授權董事會變更基準日。

四、有關本併購案，除併購暨股份轉換契約另有規定外，擬授權董事長及/或其指定之人全權處理相關事宜及一切相關文件之簽署。

五、本併購案，如併購暨股份轉換契約未盡事宜或參加交易之家數減少或相關法令規定或相關主管機關之核示或客觀環境而有變更之必要者，擬請股東會同意授權本公司董事會處理之，並得依法令規定及行政指導而逕行辦理。

六、有關本併購案之「併購及股份轉換契約書」，請參閱本議事手冊第73頁至169頁【附件十】。

七、依企業併購法第5條第3項規定，「公司進行併購時，公司董事就併購交易有自身利害關係時，應向董事會及股東會說明其自身利害關係之重要內容贊成或反對併購決議之理由」，本公司董事就相關事項說明：

本公司董事長湯士權之配偶及子女持有大峽谷股權共計 1,014,000 股（持股比例約 2.74%），考量本併購案完成後可提升本公司經營利益並整合資源，本公司董事長湯士權贊成本案。基於本併購案係符合本公司最大利益，且董事長湯士權之配偶及子女持有大峽谷股份比例不高，亦不因本併購案特別得喪變更權利，故董事長湯士權參與本案討論及表決尚無致損害本公司利益而須迴避之虞，仍得行使表決權。

本公司董事洪家政之配偶及子女持有大峽谷股權共計 14,000 股（持股比例約 0.04%），考量本併購案完成後可提升本公司經營利益並整合資源，本公司董事洪家政贊成本案。基於本併購案係符合本公司最大利益，且董事洪家政之配偶及子女持有大峽谷股份比例不高，亦不因本併購案特別得喪變更權利，董事洪家政參與本案討論及表決尚無致損害本公司利益而須迴避之虞，仍得行使表決權。

本公司董事周良貞持有大峽谷股權共計 6,000 股（持股比例約 0.01%），考量本併購案完成後可提升本公司經營利益並整合資源，本公司董事周良貞贊成本案。基於本併購案係符合本公司最大利益，且董事周良貞持有大峽谷股份比例不高，亦不因本併購案特別得喪變更權利，董事周良貞參與本案討論及表決尚無致損害本公司利益而須迴避之虞，仍得行使表決權。

決 議：

討論案四

董事會 提

案 由：本公司及 100% 持股子公司 TONS LIGHTOLOGY (CAYMAN) INC. 擬與大峽谷半導體照明系統（開曼）股份有限公司進行併購暨股份轉換，擬增資發行本公司普通股案，提請 核議。

說 明：一、本併購案將以本公司發行 1 股普通股換取大峽谷普通股 1.72 股，換發新股予本公司以外之大峽谷股東。如依換股比例應換發之股份不滿一股之畸零股者，由本公司依基準日前一營業日之本公司股票收盤價，按比例折算現金至元為止（元以下捨去）支付之，並授權由本公司董事長洽特定人按基準日前一營業日本公司股票收盤價承購之。倘依法令規定或作業需要而有變更本項畸零股處理方式之必要時，擬授權董事長或其指定之人全權處理之。

二、本公司因本併購案預計新發行普通股共 18,389,534 股予大峽谷股東名簿所載除本公司以外之各股東，每股面額 10 元整，預計新發行股份總金額約為新台幣 183,895,340 元整。惟實際應發行之新股股份總數，以基準日大峽谷實際已發行股份總數，扣除本公司持有大峽谷之

股份及應於基準日或其他法令規定應予銷除之大峽谷股份後，按股份轉換比例所核計之股份數為準。

三、本次因股份轉換而發行之普通股新股，其權利與義務與原已發行之股份相同。

四、除依併購暨股份轉換契約明文約定、相關法令或主管機關要求者外，本公司及大峽谷不得調整本併購案之股份轉換比例。如有前述調整股份轉換比例情事存在而有調整必要者，則擬提請股東會授權董事會進行調整並公告之，其發行新股之股數亦隨之調整。

五、有關本併購案之增資發行新股案相關未盡事宜，除併購暨股份轉換契約另有約定外，擬授權本公司董事長及/或其指定之人全權處理。

決 議：

臨時動議

散 會

【附件一】

湯石照明科技股份有限公司

民國一一一年度營業報告書



自年初之俄烏戰事爆發後，通膨節節攀升，主要國家調升利率政策，使得 2022 年之全球經濟表現較為衰退。而近期疫情流感化與通膨升溫減緩，多重不利因素緩解下，預期 2023 年的經濟可在穩健中緩步成長。

面對全球經濟急速變化，公司以穩紮穩打的方式應對此一局勢並持續過去幾年的精實政策，包含內部提升生產效率、管控成本、研發高附加價值產品與優化客戶及產品組合都有長足進步；品牌推廣方面在臺灣市場取得許多指標性照明工程專案，奠定湯石照明在臺灣博物館照明之地位，公司將延續此氣勢，深耕台灣專業照明市場，並傳承經驗至大陸，以增加品牌知名度；此外，公司亦持續提升工作環境與員工福利，保障人力資源的穩定，使公司在面對外部景氣波動下，仍可維持競爭力。

整體而言，本公司於激烈競爭的市場及戰爭、通膨、升息等多變的環境中，民國一一一年度營收下降，但在各位股東的支持與全體同仁的努力下，仍保有一定的獲利。在此，謹代表湯石照明科技股份有限公司董事會感謝各位股東的支持。現將本公司民國一一一年度營業概況及民國一一二年營業計劃，簡要報告如後。

一、一一一年度營業結果

(一) 營業計劃實施成果與營業收支

本公司一一一年度個體及合併營業收入淨額分別為 788,393 仟元及 913,801 仟元，較一一〇年 922,353 仟元及 1,051,699 仟元，分別減少 14.52% 及 13.11%；在稅後淨利方面，個體及合併皆為 52,394 仟元，較一一〇年稅後淨利 95,972 仟元，減少獲利 43,578 仟元，減幅 45.40%。

(二) 獲利能力分析

營業收入較一一〇年減少，同時影響生產製造費用分攤使得營業毛利率略為下降，另因營業費用控制得宜，營業利益率保有 9.46%。本年度因營業外損失略為增加，致稅後合併純益率為 5.73% 較一一〇年稅後合併純益率 9.12% 下降。

(三) 研究發展狀況

本公司一一一年度產品開發及專利申請分述如下：

1. 產品開發部份，超薄射燈 SA-1730A 系列、ModFun C 模組化嵌燈 DA-582A-F35A 系列、ModFun X 模組化投嵌燈 RA-376R-S83 系列、ModFun T 系列燈框 DL-863AN、ModFun A 模組化嵌燈延伸固定洗牆系列、上下照室內壁燈 BS-L13AAST-T 系列、IP65 迷你嵌燈 DA-532R 系列、迷你重點照明條形燈 LAM-L21A、OBA-113 系列升級、高壓軌道無線控制電源頭系統、SA-4992C 變焦調角度軌道射燈、5P 室內 DALI 接線盒、IP67 戶外防水盒、ModFun X 系列延伸吸頂版。
2. 研發專利部份，取得模組化燈具、疊合式燈具、軌道燈電源組合及其軌道燈電源驅動盒、電源裝置、軌道燈電源頭等項新型專利、並取得軌道連接器、軌道尾塞、模組化燈頭等項外觀設計專利。

展望未來，本公司將持續進行前瞻性技術與創新應用的研發、落實產品化

設計、量產化研究與系統化管理，以持續推廣品牌業務及深化本公司在核心競爭力的領先地位。

二、一一二年營業計劃概要

(一) 重要之產銷政策及經營方針

1. 產品方面

(1) 持續強化室內照明產品：持續完整化室內照明產品，同時針對LED大眾化市場來臨，投入低成本燈具的開發，以滿足客戶之需求。

(2) 持續拓展戶外照明產品：持續完整系列化戶外產品的開發，以創造公司未來成長動能。

2. 市場行銷面

(1) 推廣綠色照明，持續研發新產品。

(2) 提升產品價值，維持價格競爭力。

(3) 鞏固既有市場，開拓新興潛力市場。

(4) 參與國際展覽，致力自有品牌推廣。

3. 生產製造面

(1) 簡化產品線，零件共用化，建置常用料件之安全庫存，以縮短交期。

(2) 推動自動化生產，改善流程，提高效率，減輕人工成本上揚之影響。

(二) 未來公司發展策略

持續設計代工與自有品牌雙軌並行的經營模式。設計代工業務方面，在目前主要市場歐洲持續爭取更多的大廠合作機會，同時開拓新興潛在市場；自有品牌業務上，近期兩岸市場已有顯著成效，未來將持續在大中華區深耕，以創造穩定的營收來源。

(三) 外部競爭環境、法規環境及總體經營環境影響

全球經濟預期可漸漸回穩，但由於各國環保法今日趨嚴格，並重視永續發展議題，加上中國大陸生產成本上升及原物料價格波動，讓我們面對的挑戰愈發嚴峻。面對這些挑戰的因應措施如下

1. 延攬專業人士，強化經營管理，改進公司體質。

2. 引進外部技術，強化研發能力，提升產品價值。

3. 藉由創新品牌，提供專業服務，滿足客戶需求。

4. 隨時注意國內外政策及法律變動，並適時提出因應措施。

5. 依重大性原則，進行公司營運相關永續發展之風險評估，並訂定相關管理政策。

董事長：湯士權



總經理：洪家政



主辦會計：王志遠



【附件二】

湯石照明科技股份有限公司

審計委員會查核報告書

董事會造送本公司一一一年度營業報告書、財務報告及盈餘分派議案等，其中財務報告業經董事會委任資誠聯合會計師事務所洪淑華會計師、劉美蘭會計師查核完竣，並出具查核報告。

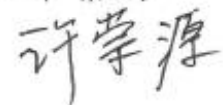
上述營業報告書、財務報告及盈餘分派議案經本委員會查核，認為尚無不符公司法相關法令規定，爰依公司法第二百零一十九條之規定報告如上，敬請 鑒核。

此 致

湯石照明科技股份有限公司一一二年股東常會

湯石照明科技股份有限公司

審計委員會召集人：許崇源



中 華 民 國 一 一 二 年 二 月 二 十 三 日

【附件三】 個別董事一一一年度薪酬情形

職稱	姓名	董事酬金								A、B、C及D等四項總額及占稅後純益之比例%(註6)		兼任員工領取相關酬金								A、B、C、D、E、F及G等七項總額及占稅後純益之比例%(註6)		領取來自子公司以外轉投資事業或母公司酬金(註7)
		報酬(A)(註1)		退職退休金(B)		董事酬勞(C)(註2)		業務執行費用(D)(註3)				薪資、獎金及特支費等(E)(註4)		退職退休金(F)		員工酬勞(G)(註5)						
		本公司	財務報告內所有公司	本公司	財務報告內所有公司	本公司	財務報告內所有公司	本公司	財務報告內所有公司	本公司	財務報告內所有公司	本公司	財務報告內所有公司	本公司	財務報告內所有公司	現金金額	股票金額	現金金額	股票金額	本公司	財務報告內所有公司	
董事	湯士權	-	-	-	-	265	265	21	21	286/0.55	286/0.55	2,777	2,777	-	-	-	-	-	-	3,063/5.85	3,063/5.85	-
董事	洪家政	-	-	-	-	265	265	21	21	286/0.55	286/0.55	2,097	3,735	-	-	793	-	793	-	3,176/6.06	4,814/9.19	-
董事	陳明信	-	-	-	-	265	265	21	21	286/0.55	286/0.55	-	-	-	-	-	-	-	-	286/0.55	286/0.55	-
董事	蕭珍琪	-	-	-	-	265	265	21	21	286/0.55	286/0.55	-	-	-	-	-	-	-	-	286/0.55	286/0.55	-
獨立董事	許崇源	720	720	-	-	-	-	24	24	744/1.42	744/1.42	-	-	-	-	-	-	-	-	744/1.42	744/1.42	-
獨立董事	周良貞	720	720	-	-	-	-	24	24	744/1.42	744/1.42	-	-	-	-	-	-	-	-	744/1.42	744/1.42	-
獨立董事	李世欽	720	720	-	-	-	-	24	24	744/1.42	744/1.42	-	-	-	-	-	-	-	-	744/1.42	744/1.42	-
合計		2,160	2,160	-	-	1,060	1,060	156	156	3,376/6.44	3,376/6.44	4,874	6,512	-	-	793	-	793	-	9,043/17.26	10,682/20.39	-

1.請敘明獨立董事酬金給付政策、制度、標準與結構，並依所擔負之職責、風險、投入時間等因素敘明與給付酬金數額之關聯性：
本公司獨立董事酬金給付係依董事會通過之「董事酬勞及報酬管理辦法」執行，除參考國內外業界給付水準不論公司營業盈虧，公司得支給報酬外，並得由董事會依其對公司營運參與程度及貢獻之價值酌予調整；另於會議期間親自出席者得支領車馬費。

2.除上表揭露外，最近年度公司董事提供服務(如擔任母公司/財務報告內所有公司/轉投資事業非屬員工之顧問等)領取之酬金0仟元。

- 註 1：係填列 111 年度董事之報酬(包括董事薪資、職務加給、離職金、各種獎金、獎勵金等等)。
- 註 2：係填列 111 年度經 112 年 2 月 23 日董事會通過分派之董事酬勞金額。個別分派經 112 年 4 月 7 日董事會通過。
- 註 3：係指最近年度董事之相關業務執行費用(包括車馬費、特支費、各種津貼、宿舍、配車等實物提供等等)。如提供房屋、汽車及其他交通工具或專屬個人之支出時，應揭露所提供資產之性質及成本、實際或按公平市價設算之租金、油資及其他給付。另如配有司機者，請附註說明公司給付該司機之相關報酬，但不計入酬金。
- 註 4：係指最近年度董事兼任員工(包括兼任總經理、副總經理、其他經理人及員工)所領取包括薪資、職務加給、離職金、各種獎金、獎勵金、車馬費、特支費、各種津貼、宿舍、配車等實物提供等等。車馬費、特支費、各種津貼、宿舍、配車等實物提供等等。如提供房屋、汽車及其他交通工具或專屬個人之支出時，應揭露所提供資產之性質及成本、實際或按公平市價設算之租金、油資及其他給付。另如配有司機者，請附註說明公司給付該司機之相關報酬，但不計入酬金。另依 IFRS 2「股份基礎給付」認列之薪資費用，包括取得員工認股權憑證、限制員工權利新股及參與現金增資認購股份等，亦應計入酬金。
- 註 5：係指最近年度董事兼任員工(包括兼任總經理、副總經理、其他經理人及員工)取得員工酬勞(含股票及現金)者，應揭露最近年度經董事會通過分派員工酬勞金額，若無法預估者則按去年實際分派金額比例計算今年擬議分派金額。本公司董事會 112 年 2 月 23 日通過分派員工現金酬勞：新台幣 6,366 仟元，111 年度董事兼任員工分派員工酬勞經 112 年 4 月 7 日董事會通過。
- 註 6：稅後純益係 111 年度之稅後純益 NTD52,394 仟元。
- 註 7：a.本欄應明確填列公司董事領取來自子公司以外轉投資事業或母公司相關酬金金額。
b.公司董事如有領取來自子公司以外轉投資事業或母公司相關酬金者，應將公司董事於子公司以外轉投資事業或母公司所領取之酬金，併入酬金級距表之 I 欄，並將欄位名稱改為「母公司及所有轉投資事業」。
c.酬金係指本公司董事擔任子公司以外轉投資事業或母公司之董事、監察人或經理人等身分所領取之報酬、酬勞(包括員工、董事及監察人酬勞)及業務執行費用等相關酬金。

【附件四】

湯石照明科技股份有限公司

併購暨股份轉換案之審查報告書

本委員會就本公司及 100% 持股子公司 TONS LIGHTOLOGY (CAYMAN) INC. 擬與大峽谷半導體照明系統(開曼)股份有限公司進行併購暨股份轉換之審議結果報告：

- 一、依企業併購法第 6 條以及公開發行公司併購特別委員會設置及相關事項辦法第 2 條及第 6 條相關規定，由審計委員會行使併購特別委員會之職權。
- 二、本委員考量雙方公司目前的經營狀況與未來發展之主客觀因素，並參酌委任獨立專家元和聯合會計師事務所阮瓊華會計師所出具之「併購暨股份轉換換股比例合理意見書」，本併購案以股份作為對價，其換股比例以本公司 1 股普通股換取大峽谷普通股 1.72 股，介於獨立專家所評估之合理區間，本委員會認為換股比例尚屬合理。經審閱「併購及股份轉換契約」，皆係依照相關法律規範訂定，其換股比例及條件尚符合公平、合理之原則。
- 三、本委員會於 112 年 4 月 7 日召開，就本併購案之公平性、合理性進行審議，全體出席委員均無異議同意通過，並將審議結果提報於本公司董事會及股東會。

此致

湯石照明科技股份有限公司一一二年股東常會

湯石照明科技股份有限公司審計委員會

召集人：許學源 112.4.7



會計師查核報告

(112)財審報字第 22003223 號

湯石照明科技股份有限公司 公鑒：

查核意見

湯石照明科技股份有限公司民國 111 年及 110 年 12 月 31 日之個體資產負債表，暨民國 111 年及 110 年 1 月 1 日至 12 月 31 日之個體綜合損益表、個體權益變動表、個體現金流量表，以及個體財務報表附註(包括重大會計政策彙總)，業經本會計師查核竣事。

依本會計師之意見，上開個體財務報表在所有重大方面係依照證券發行人財務報告編製準則編製，足以允當表達湯石照明科技股份有限公司民國 111 年及 110 年 12 月 31 日之個體財務狀況，暨民國 111 年及 110 年 1 月 1 日至 12 月 31 日之個體財務績效及個體現金流量。

查核意見之基礎

本會計師係依照會計師查核簽證財務報表規則及中華民國審計準則執行查核工作。本會計師於該等準則下之責任將於會計師查核個體財務報表之責任段進一步說明。本會計師所隸屬事務所受獨立性規範之人員已依中華民國會計師職業道德規範，與湯石照明科技股份有限公司保持超然獨立，並履行該規範之其他責任。本會計師相信已取得足夠及適切之查核證據，以作為表示查核意見之基礎。

關鍵查核事項

關鍵查核事項係指依本會計師之專業判斷，對湯石照明科技股份有限公司民國 111 年度個體財務報表之查核最為重要之事項。該等事項已於查核個體財務報表整體及形成查核意見之過程中予以因應，本會計師並不對該等事項單獨表示意見。

湯石照明科技股份有限公司民國 111 年度個體財務報表之關鍵查核事項如下：

銷貨收入認列時點

事項說明

銷貨收入會計政策請詳個體財務報表附註四(二十六)；銷貨收入明細請詳個體財務報表附註六(十五)。

湯石照明科技股份有限公司主要經營照明設備及燈具製造與買賣，交易模式主係湯石照明科技股份有限公司接單並轉由子公司生產及出貨。該等銷貨收入包含不同之交易條件並涉及人工判斷貨物控制權移轉時點，因此，本會計師認為該等銷貨收入之截止時點為本年度查核最為重要事項之一。

因應之查核程序

本會計師對於收入認列已執行之因應程序彙列如下：

1. 瞭解公司銷貨交易作業程序與內部控制流程，以評估管理階層管控銷貨收入認列時點之有效性。
2. 針對財務報導結束日前後一定期間之銷貨收入交易執行截止測試，以評估收入認列時點之正確性。

存貨評價

事項說明

湯石照明科技股份有限公司主要經營照明設備及燈具製造與買賣，交易模式主係湯石照明科技股份有限公司接單並轉由子公司生產及出貨。考量湯石照明科技股份有限公司持有之子公司(表列採用權益法之投資)之存貨評價政策係按成本與淨變現價值孰低者衡量，常涉及主觀判斷因而具高度估計之不確定性，因此本會計師認為子公司(表列採用權益法之投資)之存貨評價為本年度查核最為重要事項之一。

因應之查核程序

本會計師對於存貨評價已執行之因應程序彙列如下：

1. 瞭解及評估公司存貨評價政策之合理性。
2. 檢視其年度盤點計畫並參與年度存貨盤點，以評估管理階層區分及管控過時陳舊存貨之有效性。
3. 取得存貨貨齡報表核對其存貨異動日期之相關佐證文件，確認庫齡區間分類正確，並與其政策一致。
4. 取得各項存貨之淨變現價值報表，確認其計算邏輯係一致採用，測試存貨淨變現價值估計基礎之依據資料，包括核對銷售價格、進貨價格等佐證文件，並重新計算且評估存貨評價之合理性。

管理階層與治理單位對個體財務報表之責任

管理階層之責任係依照證券發行人財務報告編製準則編製允當表達之個體財務報表，且維持與個體財務報表編製有關之必要內部控制，以確保個體財務報表未存有導因於舞弊或錯誤之重大不實表達。

於編製個體財務報表時，管理階層之責任亦包括評估湯石照明科技股份有限公司繼續經營之能力、相關事項之揭露，以及繼續經營會計基礎之採用，除非管理階層意圖清算湯石照明科技股份有限公司或停止營業，或除清算或停業外別無實際可行之其他方案。

湯石照明科技股份有限公司之治理單位(含審計委員會)負有監督財務報導流程之責任。

會計師查核個體財務報表之責任

本會計師查核個體財務報表之目的，係對個體財務報表整體是否存在導因於舞弊或錯誤之重大不實表達取得合理確信，並出具查核報告。合理確信係高度確信，惟依照中華民國審計準則執行之查核工作無法保證必能偵出個體財務報表存有之重大不實表達。不實表達可能導因於舞弊或錯誤。如不實表達之個別金額或彙總數可合理預期將影響個體財務報表使用者所作之經濟決策，則被認為具有重大性。

本會計師依照中華民國審計準則查核時，運用專業判斷及專業懷疑。本會計師亦執行下列工作：

1. 辨認並評估個體財務報表導因於舞弊或錯誤之重大不實表達風險；對所評估之風險設計及執行適當之因應對策；並取得足夠及適切之查核證據以作為查核意見之基礎。因舞弊可能涉及共謀、偽造、故意遺漏、不實聲明或踰越內部控制，故未偵出導因於舞弊之重大不實表達之風險高於導因於錯誤者。
2. 對與查核攸關之內部控制取得必要之瞭解，以設計當時情況下適當之查核程序，惟其目的非對湯石照明科技股份有限公司內部控制之有效性表示意見。
3. 評估管理階層所採用會計政策之適當性，及其所作會計估計與相關揭露之合理性。
4. 依據所取得之查核證據，對管理階層採用繼續經營會計基礎之適當性，以及使湯石照明科技股份有限公司繼續經營之能力可能產生重大疑慮之事件或情況是否存在重大不確定性，作出結論。本會計師若認為該等事件或情況存在重大不確定性，則須於查核報告中提醒個體財務報表使用者注意個體財務報表之相關揭露，或於該等揭露

係屬不適當時修正查核意見。本會計師之結論係以截至查核報告日所取得之查核證據為基礎。惟未來事件或情況可能導致湯石照明科技股份有限公司不再具有繼續經營之能力。

5. 評估個體財務報表（包括相關附註）之整體表達、結構及內容，以及個體財務報表是否允當表達相關交易及事件。
6. 對於湯石照明科技股份有限公司內組成個體之財務資訊取得足夠及適切之查核證據，以對個體財務報表表示意見。本會計師負責個體查核案件之指導、監督及執行，並負責形成個體財務報表之查核意見。

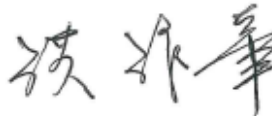
本會計師與治理單位溝通之事項，包括所規劃之查核範圍及時間，以及重大查核發現（包括於查核過程中所辨認之內部控制顯著缺失）。

本會計師亦向治理單位提供本會計師所隸屬事務所受獨立性規範之人員已遵循中華民國會計師職業道德規範中有關獨立性之聲明，並與治理單位溝通所有可能被認為會影響會計師獨立性之關係及其他事項（包括相關防護措施）。

本會計師從與治理單位溝通之事項中，決定對湯石照明科技股份有限公司民國 111 年度個體財務報表查核之關鍵查核事項。本會計師於查核報告中敘明該等事項，除非法令不允許公開揭露特定事項，或在極罕見情況下，本會計師決定不於查核報告中溝通特定事項，因可合理預期此溝通所產生之負面影響大於所增進之公眾利益。

資 誠 聯 合 會 計 師 事 務 所

洪淑華



會計師

劉美蘭




前財政部證券管理委員會

核准簽證文號：(85)台財證(六)第 68701 號

金融監督管理委員會

核准簽證文號：金管證審字第 1070323061 號

中 華 民 國 1 1 2 年 2 月 2 3 日


 湯石照明科技股份有限公司
 個體資產負債表
 民國111年及110年12月31日

單位：新台幣仟元

資 產	111 年 12 月 31 日			110 年 12 月 31 日		
	金 額	%		金 額	%	
流動資產						
1100 現金及約當現金	\$ 232,849	16		\$ 176,510	12	
1136 按攤銷後成本衡量之金融資產—流 動	316	-		316	-	
1150 應收票據淨額	2,122	-		2,204	-	
1170 應收帳款淨額	97,012	7		139,155	9	
1180 應收帳款—關係人淨額	396	-		112	-	
1200 其他應收款	243	-		90	-	
130X 存貨	11,717	1		8,568	1	
1410 預付款項	344	-		399	-	
1470 其他流動資產	110	-		128	-	
11XX 流動資產合計	<u>345,109</u>	<u>24</u>		<u>327,482</u>	<u>22</u>	
非流動資產						
1517 透過其他綜合損益按公允價值衡量 之金融資產—非流動	34,600	2		46,171	3	
1550 採用權益法之投資	1,076,363	74		1,096,294	74	
1600 不動產、廠房及設備	731	-		1,007	-	
1755 使用權資產	843	-		7,126	1	
1780 無形資產	1,375	-		3,455	-	
1840 遞延所得稅資產	4,142	-		4,140	-	
1990 其他非流動資產—其他	2,500	-		2,201	-	
15XX 非流動資產合計	<u>1,120,554</u>	<u>76</u>		<u>1,160,394</u>	<u>78</u>	
1XXX 資產總計	<u>\$ 1,465,663</u>	<u>100</u>		<u>\$ 1,487,876</u>	<u>100</u>	

(續次頁)


 湯石照明科技股份有限公司
 個體資產負債表
 民國111年及110年12月31日

單位：新台幣仟元

負債及權益		111年12月31日			110年12月31日				
		金	額	%	金	額	%		
流動負債									
2130	合約負債—流動	\$	25,678	2	\$	23,312	2		
2150	應付票據		31	-		25	-		
2170	應付帳款		2,936	-		2,057	-		
2180	應付帳款—關係人		252,188	17		231,847	16		
2200	其他應付款		20,768	2		30,276	2		
2220	其他應付款項—關係人		1,356	-		1,467	-		
2230	本期所得稅負債		12,638	1		20,849	1		
2280	租賃負債—流動		851	-		6,498	1		
2300	其他流動負債		931	-		2,180	-		
21XX	流動負債合計		<u>317,377</u>	<u>22</u>		<u>318,511</u>	<u>22</u>		
非流動負債									
2550	負債準備—非流動		202	-		203	-		
2570	遞延所得稅負債		3,830	-		7,241	-		
2580	租賃負債—非流動		-	-		767	-		
2600	其他非流動負債		10,017	1		8,525	1		
25XX	非流動負債合計		<u>14,049</u>	<u>1</u>		<u>16,736</u>	<u>1</u>		
2XXX	負債總計		<u>331,426</u>	<u>23</u>		<u>335,247</u>	<u>23</u>		
權益									
股本									
3110	普通股股本		394,223	27		402,031	27		
3140	預收股本		-	-		1,103	-		
資本公積									
3200	資本公積		505,884	34		518,118	35		
保留盈餘									
3310	法定盈餘公積		118,301	8		108,709	7		
3320	特別盈餘公積		88,050	6		72,115	5		
3350	未分配盈餘		121,073	8		186,967	12		
其他權益									
3400	其他權益	(78,922)	(5)	(88,050)	(6)
3500	庫藏股票	(14,372)	(1)	(48,364)	(3)
3XXX	權益總計		<u>1,134,237</u>	<u>77</u>		<u>1,152,629</u>	<u>77</u>		
3X2X	負債及權益總計	\$	<u>1,465,663</u>	<u>100</u>	\$	<u>1,487,876</u>	<u>100</u>		

董事長：湯士權



經理人：洪家政



會計主管：王志遠




 湯石照明科技股份有限公司
 個體綜合損益表
 民國111年及110年1月1日至12月31日

單位：新台幣仟元
 (除每股盈餘為新台幣元外)

項目	111 年 度			110 年 度		
	金 額	%		金 額	%	
4000 營業收入	\$ 788,393	100		\$ 922,353	100	
5000 營業成本	(646,522)	(82)		(759,092)	(82)	
5900 營業毛利	141,871	18		163,261	18	
營業費用						
6100 推銷費用	(28,792)	(4)		(29,649)	(3)	
6200 管理費用	(40,889)	(5)		(47,615)	(5)	
6300 研究發展費用	(4,738)	-		(4,429)	(1)	
6000 營業費用合計	(74,419)	(9)		(81,693)	(9)	
6900 營業利益	67,452	9		81,568	9	
營業外收入及支出						
7100 利息收入	3,080	-		1,799	-	
7010 其他收入	352	-		1,481	-	
7020 其他利益及損失	(1,694)	-		2,831	-	
7050 財務成本	(84)	-		(215)	-	
7070 採用權益法認列之子公司、關聯企業及合資損益之份額	(5,804)	(1)		30,829	4	
7000 營業外收入及支出合計	(4,150)	(1)		36,725	4	
7900 稅前淨利	63,302	8		118,293	13	
7950 所得稅費用	(10,908)	(1)		(22,321)	(2)	
8200 本期淨利	\$ 52,394	7		\$ 95,972	11	
其他綜合損益(淨額)						
不重分類至損益之項目						
8311 確定福利計畫之再衡量數	(\$ 1,504)	-		(\$ 61)	-	
8316 透過其他綜合損益按公允價值衡量之權益工具投資未實現評價損益	(11,571)	(2)		(7,735)	(1)	
8349 與不重分類之項目相關之所得稅	320	-		12	-	
8310 不重分類至損益之項目總額	(12,755)	(2)		(7,784)	(1)	
後續可能重分類至損益之項目						
8361 國外營運機構財務報表換算之兌換差額	20,680	3		(8,200)	(1)	
8360 後續可能重分類至損益之項目總額	20,680	3		(8,200)	(1)	
8300 其他綜合損益(淨額)	\$ 7,925	1		(\$ 15,984)	(2)	
8500 本期綜合損益總額	\$ 60,319	8		\$ 79,988	9	
基本每股盈餘						
9750 本期淨利	\$	1.35		\$	2.51	
稀釋每股盈餘						
9850 本期淨利	\$	1.33		\$	2.46	

董事長：湯士權



經理人：洪家政



會計主管：王志遠





清石照明股份有限公司
 組織章程
 民國111年11月15日第三次修訂

單位：新台幣千元

股	本		公		積		留		盈		餘		其		他		帳		總	
	收	預	收	預	收	預	收	預	收	預	收	預	收	預	收	預	收	預		額
110																				
110年1月1日餘額	\$ 396,723	\$ 965	\$ 503,171	\$ -	\$ 5,248	\$ 95,799	\$ 54,323	\$ 212,854	\$ (73,605)	\$ 1,490	\$ (62,726)	\$ 1,134,232								
110年度稅後淨利	-	-	-	-	-	-	-	95,972	-	-	-	95,972								95,972
110年度其他綜合損益	-	-	-	-	-	-	-	(49)	(8,200)	(7,735)	-	(15,984)								(15,984)
本期綜合損益總額	-	-	-	-	-	-	-	95,923	(8,200)	(7,735)	-	79,988								79,988
109年度盈餘分配及捐贈	-	-	-	-	-	-	-	-	-	-	-	-								-
法定盈餘公積	-	-	-	-	-	12,910	-	(12,910)	-	-	-	-								-
特別盈餘公積	-	-	-	-	-	17,792	-	(17,792)	-	-	-	-								-
現金股利	-	-	-	-	-	-	-	(91,108)	-	-	-	(91,108)								(91,108)
股份基礎給付-員工認股權	5,308	-	11,419	-	(3,007)	-	-	-	-	-	-	-								13,858
庫藏股轉讓員工	-	-	-	1,287	-	-	-	-	-	-	-	14,372								15,659
110年12月31日餘額	\$ 402,031	\$ 1,103	\$ 514,500	\$ 1,287	\$ 2,241	\$ 108,709	\$ 72,115	\$ 186,967	\$ (81,805)	\$ 6,245	\$ (48,364)	\$ 1,152,629								
111																				
111年1月1日餘額	\$ 402,031	\$ 1,103	\$ 514,500	\$ 1,287	\$ 2,241	\$ 108,709	\$ 72,115	\$ 186,967	\$ (81,805)	\$ 6,245	\$ (48,364)	\$ 1,152,629								
111年度稅後淨利	-	-	-	-	-	-	-	52,394	-	-	-	52,394								52,394
111年度其他綜合損益	-	-	-	-	-	-	-	(1,203)	20,680	(11,552)	-	7,925								7,925
本期綜合損益總額	-	-	-	-	-	-	-	51,191	20,680	(11,552)	-	60,319								60,319
110年度盈餘分配及捐贈	-	-	-	-	-	-	-	-	-	-	-	-								-
法定盈餘公積	-	-	-	-	-	9,592	-	(9,592)	-	-	-	-								-
特別盈餘公積	-	-	-	-	-	15,935	-	(15,935)	-	-	-	-								-
現金股利	-	-	-	-	-	-	-	(81,631)	-	-	-	(81,631)								(81,631)
股份基礎給付-員工認股權	2,192	(1,103)	2,256	-	(425)	-	-	-	-	-	-	2,920								2,920
庫藏股轉讓員工	(10,000)	-	(12,778)	(1,287)	-	-	-	(9,927)	-	-	-	33,992								-
111年12月31日餘額	\$ 394,223	\$ -	\$ 504,068	\$ -	\$ 1,816	\$ 118,301	\$ 88,050	\$ 121,073	\$ (61,125)	\$ (17,797)	\$ (14,372)	\$ 1,134,237								




董事長：洪士偉



經理人：洪家政



會計主管：王孟暹


 湯石照明科技股份有限公司
 個體現金流量表
 民國111年及110年1月1日至12月31日

單位：新台幣仟元

	111年1月1日 至12月31日	110年1月1日 至12月31日
營業活動之現金流量		
本期稅前淨利	\$ 63,302	\$ 118,293
調整項目		
收益費損項目		
折舊費用	478	374
折舊費用-使用權資產	6,432	6,458
攤銷費用	2,470	2,517
預期信用減損(利益)損失數	353	(1,419)
利息費用-租賃負債	84	215
利息收入	(3,080)	(1,799)
股利收入	-	(1,360)
薪資費用-員工認股權	424	1,935
採用權益法認列之子公司、關聯企業及合 資利益之份額	5,804	(30,829)
不動產、廠房及設備轉列費用數	-	99
未實現外幣兌換損失	1,044	4,535
保固費用迴轉數	(2)	(46)
與營業活動相關之資產/負債變動數		
與營業活動相關之資產之淨變動		
應收票據淨額	86	(999)
應收帳款淨額	41,840	(16,090)
應收帳款-關係人淨額	(284)	733
其他應收款	1	401
存貨	(3,131)	2,891
預付款項	56	4,929
其他流動資產	17	53
與營業活動相關之負債之淨變動		
應付票據	3	1
應付帳款	877	(7,706)
應付帳款-關係人	20,280	1,331
其他應付款	(9,600)	3,536
其他應付款-關係人	(111)	432
合約負債	2,314	8,287
其他流動負債	(1,249)	1,580
其他非流動負債	(13)	(12)
營運產生之現金流入	128,395	98,340
收取之利息	2,926	1,774
收取之股利	34,466	1,360
支付之利息	(84)	(215)
支付所得稅	(22,212)	(19,313)
營業活動之淨現金流入	143,491	81,946

(續次頁)


 湯石照明科技股份有限公司
 個體現金流量表
 民國111年及110年1月1日至12月31日

單位：新台幣仟元

	111年1月1日 至12月31日	110年1月1日 至12月31日
投資活動之現金流量		
按攤銷後成本衡量之金融資產減少	\$ -	\$ 632
取得採用權益法之投資	-	(15,000)
取得不動產、廠房及設備	(202)	(844)
取得無形資產	(390)	(1,634)
存出保證金(增加)減少	(270)	236
投資活動之淨現金流出	(862)	(16,610)
籌資活動之現金流量		
租賃本金償還	(6,563)	(6,467)
發放現金股利	(81,631)	(91,108)
員工認股權	2,497	13,255
員工購買庫藏股	-	14,327
籌資活動之淨現金流出	(85,697)	(69,993)
匯率變動對現金及約當現金之影響	(593)	(4,743)
本期現金及約當現金增加(減少)數	56,339	(9,400)
期初現金及約當現金餘額	176,510	185,910
期末現金及約當現金餘額	\$ 232,849	\$ 176,510

董事長：湯士權



經理人：洪家政



會計主管：王志遠



湯石照明科技股份有限公司 公鑒：

查核意見

湯石照明科技股份有限公司及其子公司(以下簡稱「湯石集團」)民國 111 年及 110 年 12 月 31 日之合併資產負債表，暨民國 111 年及 110 年 1 月 1 日至 12 月 31 日之合併綜合損益表、合併權益變動表、合併現金流量表，以及合併財務報表附註(包括重大會計政策彙總)，業經本會計師查核竣事。

依本會計師之意見，上開合併財務報表在所有重大方面係依照證券發行人財務報告編製準則暨經金融監督管理委員會認可並發布生效之國際財務報導準則、國際會計準則、解釋及解釋公告編製，足以允當表達湯石集團民國 111 年及 110 年 12 月 31 日之合併財務狀況，暨民國 111 年及 110 年 1 月 1 日至 12 月 31 日之合併財務績效及合併現金流量。

查核意見之基礎

本會計師係依照會計師查核簽證財務報表規則及中華民國審計準則執行查核工作。本會計師於該等準則下之責任將於會計師查核合併財務報表之責任段進一步說明。本會計師所隸屬事務所受獨立性規範之人員已依中華民國會計師職業道德規範，與湯石集團保持超然獨立，並履行該規範之其他責任。本會計師相信已取得足夠及適切之查核證據，以作為表示查核意見之基礎。

關鍵查核事項

關鍵查核事項係指依本會計師之專業判斷，對湯石集團民國 111 年度合併財務報表之查核最為重要之事項。該等事項已於查核合併財務報表整體及形成查核意見之過程中予以因應，本會計師並不對該等事項單獨表示意見。

湯石集團民國 111 年度合併財務報表之關鍵查核事項如下：

銷貨收入認列時點

事項說明

銷貨收入會計政策請詳合併財務報表附註四(二十九)；銷貨收入明細請詳合併財務報表附註六(十八)。

湯石集團主要經營照明設備及燈具製造與買賣，交易模式主係集團母公司接单並轉由子公司生產及出貨。該等銷貨收入包含不同之交易條件並涉及人工判斷貨物控制權移轉時點，因此，本會計師認為該等銷貨收入之截止時點為本年度查核最為重要事項之一。

因應之查核程序

本會計師對於收入認列已執行之因應程序彙列如下：

1. 瞭解湯石集團銷貨交易作業程序與內部控制流程，以評估管理階層管轄銷貨收入認列時點之有效性。
2. 針對財務報導結束日前後一定期間之銷貨收入交易執行截止測試，以評估收入認列時點之正確性。

存貨評價

事項說明

存貨評價之會計政策請詳合併財務報表附註四(十三)；存貨評價之會計估計及假設之不確定性，請詳合併財務報表附註五(二)；存貨之說明，請詳合併財務報表附註六(五)。湯石集團民國 111 年 12 月 31 日之存貨總額為新台幣 198,175 仟元；存貨備抵跌價損失為新台幣 23,559 仟元。

湯石集團主要經營照明設備及燈具製造與買賣，其存貨評價政策係按成本與淨變現價值孰低者衡量，常涉及主觀判斷因而具高度估計之不確定性，因此本會計師認為存貨評價為本年度查核最為重要事項之一。

因應之查核程序

本會計師對於存貨評價已執行之因應程序彙列如下：

1. 瞭解及評估公司存貨評價政策之合理性。
2. 檢視其年度盤點計畫並參與年度存貨盤點，以評估管理階層區分及管控過時陳舊存貨之有效性。
3. 取得存貨貨齡報表核對其存貨異動日期之相關佐證文件，確認庫齡區間分類正確，並與其政策一致。
4. 取得各項存貨之淨變現價值報表，確認其計算邏輯係一致採用，測試存貨淨變現價值估計基礎之依據資料，包括核對銷售價格、進貨價格等佐證文件，並重新計算且評估存貨評價之合理性。

其他事項 - 個體財務報告

湯石照明科技股份有限公司已編製民國 111 年度及 110 年度個體財務報表，並經本會計師出具無保留意見之查核報告在案，備供參考。

管理階層與治理單位對合併財務報表之責任

管理階層之責任係依照證券發行人財務報告編製準則暨經金融監督管理委員會認可並發布生效之國際財務報導準則、國際會計準則、解釋及解釋公告編製允當表達之合併財務報表，且維持與合併財務報表編製有關之必要內部控制，以確保合併財務報表未存有導因於舞弊或錯誤之重大不實表達。

於編製合併財務報表時，管理階層之責任亦包括評估湯石集團繼續經營之能力、相關事項之揭露，以及繼續經營會計基礎之採用，除非管理階層意圖清算湯石集團或停止營業，或除清算或停業外別無實際可行之其他方案。

湯石集團之治理單位(含審計委員會)負有監督財務報導流程之責任。

會計師查核合併財務報表之責任

本會計師查核合併財務報表之目的，係對合併財務報表整體是否存有導因於舞弊或錯誤之重大不實表達取得合理確信，並出具查核報告。合理確信係高度確信，惟依照中華民國審計準則執行之查核工作無法保證必能偵出合併財務報表存有之重大不實表達。不實表達可能導因於舞弊或錯誤。如不實表達之個別金額或彙總數可合理預期將影響合併財務報表使用者所作之經濟決策，則被認為具有重大性。

本會計師依照中華民國審計準則查核時，運用專業判斷及專業懷疑。本會計師亦執行下列工作：

1. 辨認並評估合併財務報導因於舞弊或錯誤之重大不實表達風險；對所評估之風險設計及執行適當之因應對策；並取得足夠及適切之查核證據以作為查核意見之基礎。因舞弊可能涉及共謀、偽造、故意遺漏、不實聲明或踰越內部控制，故未偵出導因於舞弊之重大不實表達之風險高於導因於錯誤者。
2. 對與查核攸關之內部控制取得必要之瞭解，以設計當時情況下適當之查核程序，惟其目的非對湯石集團內部控制之有效性表示意見。
3. 評估管理階層所採用會計政策之適當性，及其所作會計估計與相關揭露之合理性。

4. 依據所取得之查核證據，對管理階層採用繼續經營會計基礎之適當性，以及使湯石集團繼續經營之能力可能產生重大疑慮之事件或情況是否存在重大不確定性，作出結論。本會計師若認為該等事件或情況存在重大不確定性，則須於查核報告中提醒合併財務報表使用者注意合併財務報表之相關揭露，或於該等揭露係屬不適當時修正查核意見。本會計師之結論係以截至查核報告日所取得之查核證據為基礎。惟未來事件或情況可能導致湯石集團不再具有繼續經營之能力。
5. 評估合併財務報表（包括相關附註）之整體表達、結構及內容，以及合併財務報表是否允當表達相關交易及事件。
6. 對於集團內組成個體之財務資訊取得足夠及適切之查核證據，以對合併財務報表表示意見。本會計師負責集團查核案件之指導、監督及執行，並負責形成集團查核意見。

本會計師與治理單位溝通之事項，包括所規劃之查核範圍及時間，以及重大查核發現（包括於查核過程中所辨認之內部控制顯著缺失）。

本會計師亦向治理單位提供本會計師所隸屬事務所受獨立性規範之人員已遵循中華民國會計師職業道德規範中有關獨立性之聲明，並與治理單位溝通所有可能被認為會影響會計師獨立性之關係及其他事項（包括相關防護措施）。

本會計師從與治理單位溝通之事項中，決定對湯石集團民國 111 年度合併財務報表查核之關鍵查核事項。本會計師於查核報告中敘明該等事項，除非法令不允許公開揭露特定事項，或在極罕見情況下，本會計師決定不於查核報告中溝通特定事項，因可合理預期此溝通所產生之負面影響大於所增進之公眾利益。

資 誠 聯 合 會 計 師 事 務 所

會計師 洪淑華  
會計師 劉美蘭  

前財政部證券管理委員會
核准簽證文號：(85)台財證(六)第 68701 號
金融監督管理委員會
核准簽證文號：金管證審字第 1070323061 號

中 華 民 國 1 1 2 年 2 月 2 3 日



湯石照明科技股份有限公司及子公司
合併資產負債表
民國110年及109年12月31日

單位：新台幣仟元

資 產	111 年 12 月 31 日			110 年 12 月 31 日		
	金 額	%		金 額	%	
流動資產						
1100 現金及約當現金	\$ 361,977	28		\$ 344,436	24	
1110 透過損益按公允價值衡量之金融資產—流動	59,616	5		85,588	6	
1136 按攤銷後成本衡量之金融資產—流動	265,399	20		187,720	13	
1150 應收票據淨額	2,122	-		2,204	-	
1170 應收帳款淨額	105,080	8		143,165	10	
1180 應收帳款—關係人淨額	321	-		-	-	
1200 其他應收款	5,840	1		9,724	1	
1220 本期所得稅資產	246	-		-	-	
130X 存貨	174,616	13		243,044	17	
1410 預付款項	5,422	-		15,891	1	
1470 其他流動資產	1,968	-		1,792	-	
11XX 流動資產合計	982,607	75		1,033,564	72	
非流動資產						
1517 透過其他綜合損益按公允價值衡量之金融資產—非流動	34,600	3		46,171	3	
1550 採用權益法之投資	32,230	2		42,116	3	
1600 不動產、廠房及設備	225,984	17		252,587	18	
1755 使用權資產	29,634	2		37,029	3	
1780 無形資產	1,375	-		3,455	-	
1840 遞延所得稅資產	4,142	-		4,140	-	
1900 其他非流動資產	7,837	1		7,140	1	
15XX 非流動資產合計	335,802	25		392,638	28	
1XXX 資產總計	\$ 1,318,409	100		\$ 1,426,202	100	

(續次頁)



湯石照明科技股份有限公司及子公司
合併資產負債表
民國111年及110年12月31日

單位：新台幣仟元

負債及權益	111年12月31日			110年12月31日		
	金額	%		金額	%	
流動負債						
2120 透過損益按公允價值衡量之金融負債						
債—流動	\$ 1,687	-		\$ -	-	
2130 合約負債—流動	31,191	2		25,418	2	
2150 應付票據	31	-		25	-	
2170 應付帳款	45,769	4		103,500	7	
2200 其他應付款	66,850	5		87,726	6	
2230 本期所得稅負債	19,596	2		27,984	2	
2250 負債準備—流動	548	-		1,967	-	
2280 租賃負債—流動	2,489	-		7,689	1	
2300 其他流動負債	1,318	-		977	-	
21XX 流動負債合計	169,479	13		255,286	18	
非流動負債						
2550 負債準備—非流動	551	-		335	-	
2570 遞延所得稅負債	3,830	-		7,241	-	
2580 租賃負債—非流動	295	-		2,186	-	
2600 其他非流動負債	10,017	1		8,525	1	
25XX 非流動負債合計	14,693	1		18,287	1	
2XXX 負債總計	184,172	14		273,573	19	
歸屬於母公司業主之權益						
股本						
3110 普通股股本	394,223	30		402,031	28	
3140 預收股本	-	-		1,103	-	
資本公積						
3200 資本公積	505,884	38		518,118	36	
保留盈餘						
3310 法定盈餘公積	118,301	9		108,709	8	
3320 特別盈餘公積	88,050	7		72,115	5	
3350 未分配盈餘	121,073	9		186,967	13	
其他權益						
3400 其他權益	(78,922)	(6)		(88,050)	(6)	
3500 庫藏股票	(14,372)	(1)		(48,364)	(3)	
31XX 歸屬於母公司業主之權益合計	1,134,237	86		1,152,629	81	
3XXX 權益總計	1,134,237	86		1,152,629	81	
3X2X 負債及權益總計	\$ 1,318,409	100		\$ 1,426,202	100	

董事長：湯士強



經理人：洪家政



會計主管：王志遠





湯石照明科技股份有限公司及子公司
合併綜合損益表
民國111年及110年1月1日至12月31日

單位：新台幣仟元
(除每股盈餘為新台幣元外)

項目	111 年 度		110 年 度	
	金 額	%	金 額	%
4000 營業收入	\$ 913,801	100	\$ 1,051,699	100
5000 營業成本	(616,295)	(68)	(687,364)	(66)
5900 營業毛利	297,506	32	364,335	34
營業費用				
6100 推銷費用	(85,368)	(9)	(91,422)	(9)
6200 管理費用	(86,614)	(10)	(90,784)	(8)
6300 研究發展費用	(39,085)	(4)	(39,420)	(4)
6000 營業費用合計	(211,067)	(23)	(221,626)	(21)
6900 營業利益	86,439	9	142,709	13
營業外收入及支出				
7100 利息收入	11,053	1	8,513	1
7010 其他收入	2,381	1	5,332	-
7020 其他利益及損失	(16,334)	(2)	(14,014)	(1)
7050 財務成本	(205)	-	(330)	-
7060 採用權益法認列之關聯企業及 合資損益之份額	(9,886)	(1)	(10,297)	(1)
7000 營業外收入及支出合計	(12,991)	(1)	(10,796)	(1)
7900 稅前淨利	73,448	8	131,913	12
7950 所得稅費用	(21,054)	(2)	(35,941)	(3)
8200 本期淨利	\$ 52,394	6	\$ 95,972	9
其他綜合損益(淨額)				
不重分類至損益之項目				
8311 確定福利計畫之再衡量數	(\$ 1,504)	-	(\$ 61)	-
8316 透過其他綜合損益按公允價值 衡量之權益工具投資未實現評 價損益	(11,571)	(1)	(7,735)	-
8349 與不重分類之項目相關之所得 稅	320	-	12	-
8310 不重分類至損益之項目總額	(12,755)	(1)	(7,784)	-
後續可能重分類至損益之項目				
8361 國外營運機構財務報表換算之 兌換差額	20,680	2	(8,200)	(1)
8360 後續可能重分類至損益之項 目總額	20,680	2	(8,200)	(1)
8300 其他綜合損益(淨額)	\$ 7,925	1	(\$ 15,984)	(1)
8500 本期綜合損益總額	\$ 60,319	7	\$ 79,988	8
基本每股盈餘				
9750 本期淨利	\$	1.35	\$	2.51
稀釋每股盈餘				
9850 本期淨利	\$	1.33	\$	2.46

董事長：湯士權



經理人：洪家政



會計主管：王志遠



港石照明科技控股有限公司
 董事局
 民國111年12月31日

單位：新台幣千元

科目	110年12月31日	111年12月31日	110年12月31日	111年12月31日	110年12月31日	111年12月31日
股本	503,171	503,171	503,171	503,171	503,171	503,171
資本公積	965	965	965	965	965	965
盈餘	396,723	396,723	396,723	396,723	396,723	396,723
其他	-	-	-	-	-	-
總計	899,859	899,859	899,859	899,859	899,859	899,859
特別盈餘	54,323	54,323	54,323	54,323	54,323	54,323
國外營運機構匯兌折算之兌換差額	73,605	73,605	73,605	73,605	73,605	73,605
其他	1,690	1,690	1,690	1,690	1,690	1,690
總計	129,618	129,618	129,618	129,618	129,618	129,618
法定盈餘公積	12,910	12,910	12,910	12,910	12,910	12,910
特別盈餘公積	17,792	17,792	17,792	17,792	17,792	17,792
現金股利	91,108	91,108	91,108	91,108	91,108	91,108
總計	121,810	121,810	121,810	121,810	121,810	121,810
110年12月31日餘額	402,031	402,031	402,031	402,031	402,031	402,031
111年12月31日餘額	402,031	402,031	402,031	402,031	402,031	402,031
110年12月31日餘額	514,990	514,990	514,990	514,990	514,990	514,990
111年12月31日餘額	514,990	514,990	514,990	514,990	514,990	514,990
110年12月31日餘額	514,990	514,990	514,990	514,990	514,990	514,990
111年12月31日餘額	514,990	514,990	514,990	514,990	514,990	514,990



董事長：潘士權



經理人：洪家政




會計主管：王志遠


 湯石照明科技股份有限公司及子公司
 合併現金流量表
 民國111年及110年1月1日至12月31日

單位：新台幣仟元

	111年1月1日 至12月31日	110年1月1日 至12月31日
營業活動之現金流量		
本期稅前淨利	\$ 73,448	\$ 131,913
調整項目		
收益費損項目		
折舊費用	49,522	49,333
折舊費用-使用權資產	9,263	9,318
攤銷費用	2,470	2,517
預期信用(迴轉利益)減損損失數	(1,054)	294
透過損益按公允價值衡量之金融資產及負債之淨損失	27,684	18,555
利息費用-租賃負債	205	330
利息收入	(11,053)	(8,513)
股利收入	-	(4,304)
股份基礎給付酬勞成本	424	1,935
採用權益法認列之關聯企業及合資損失之份額	9,886	10,297
處分不動產、廠房及設備利益	(198)	(1,419)
不動產、廠房及設備轉列費用數	-	99
未實現外幣兌換損失(利益)	2,662	(1,733)
保固費用提列數	214	20
與營業活動相關之資產/負債變動數		
與營業活動相關之資產之淨變動		
應收票據淨額	86	(999)
應收帳款淨額	39,236	(16,087)
應收帳款-關係人	(321)	518
其他應收款	5,446	(4,742)
存貨	72,161	(80,363)
預付款項	10,733	197
其他流動資產	(152)	64
與營業活動相關之負債之淨變動		
應付票據	3	1
應付帳款	(59,418)	15,933
其他應付款	(21,922)	1,945
合約負債	5,700	8,403
其他流動負債	(1,089)	1,854
其他非流動負債	(13)	(12)
營運產生之現金流入	213,923	135,354
收取之利息	9,649	7,124
收取之股利	-	4,304
支付之利息	(205)	(330)
支付所得稅	(32,879)	(26,922)
營業活動之淨現金流入	190,488	119,530

(續次頁)


 湯石照明科技股份有限公司及子公司
 合併現金流量表
 民國111年及110年1月1日至12月31日

單位：新台幣仟元

	111年1月1日 至12月31日	110年1月1日 至12月31日
投資活動之現金流量		
按攤銷後成本衡量之金融資產增加	(\$ 69,472)	(\$ 10,782)
取得採用權益法之投資	-	(15,000)
取得不動產、廠房及設備	(12,452)	(24,133)
處分不動產、廠房及設備價款	571	1,643
存出保證金(增加)減少	(1,918)	177
取得無形資產	(390)	(1,634)
其他非流動資產增加	(5,633)	(5,486)
投資活動之淨現金流出	(89,294)	(55,215)
籌資活動之現金流量		
租賃本金償還	(8,554)	(8,441)
發放現金股利	(81,631)	(91,108)
員工執行認股權	2,497	13,255
員工購買庫藏股	-	14,327
籌資活動之淨現金流出	(87,688)	(71,967)
匯率變動對現金及約當現金之影響	4,035	(1,477)
本期現金及約當現金增加(減少)數	17,541	(9,129)
期初現金及約當現金餘額	344,436	353,565
期末現金及約當現金餘額	\$ 361,977	\$ 344,436

董事長：湯士權



經理人：洪家政



會計主管：王志遠



【附件六】

湯石照明科技股份有限公司

盈餘分配表

民國一一一年度

單位：新台幣元

一一一年度稅後淨利	\$52,393,500
減：一一一年度保留盈餘調整數(註 1)	(11,130,578)
減：提列 10%法定盈餘公積	(4,126,292)
加：迴轉特別盈餘公積(註 2)	9,128,361
一一一年度可分配盈餘	\$46,264,991
加：期初未分配盈餘	79,809,247
截至一一一年度止累積可分配盈餘	\$126,074,238
分配項目：	
股東紅利—現金	63,172,795
期末未分配盈餘	\$62,901,443
附註：	
現金股利：每股 1.62 元。	

註 1、一一一年度保留盈餘調整數(11,130,578)元，係因確定福利計劃之再衡量數(1,203,050)元及註銷庫藏股影響數(9,927,528)元而調整保留盈餘之項目。

註 2、本期迴轉特別盈餘公積 9,128,361 元，係特別盈餘公積已提列數額與其他權益減項淨額之差額迴轉已補提列特別盈餘公積。

註 3、經一一二年二月二十三日董事會決議通過，每股配發現金股利 1.62 元。

註 4、每股現金股利係以一一二年二月二十三日流通在外股數 38,995,553 股計算而得。

董事長：湯士權



總經理：洪家政



主辦會計：王志遠



【附件七】

**湯石照明科技股份有限公司
第十一屆董事(含獨立董事)候選人名單**

擔任職務	姓名	持有股數	學歷	經歷	現職
董事	湯士權	3,535,633 股	亞東工專製衣科	湯石照明科技(股)公司創辦人	湯石照明科技(股)公司董事長兼任研發主管 中山泰騰照明有限公司董事長 中山湯石照明有限公司董事長 World Extend Holding 董事 Greatsuper Technology Limited 董事 洪博投資(股)公司董事長 Luminous Holding Incorporated 董事 上海湯石科技有限公司董事長 Art So Trading Limited 董事 亞梭傢俬國際(股)公司董事(法人代表)
董事	洪家政	1,107,881 股	開南商工電子科	湯石照明科技(股)公司總經理	湯石照明科技(股)公司董事、總經理 中山泰騰照明有限公司董事、總經理 中山湯石照明有限公司董事、總經理 洪博投資(股)公司董事(法人代表) 上海湯石科技有限公司董事
董事	陳明信	0	國立政治大學會計系學士 天津開南大學國際商學院 企管博士	台灣證券交易所上市審查、主辦 會計 鴻茂科技總經理	
董事	蕭珍琪	25,250 股	逢甲大學 EMBA 高階班碩士	資誠聯合會計師事務所合夥會 計師	弘裕企業(股)公司獨立董事、薪酬委員會委員

擔任職務	姓名	持有股數	學歷	經歷	現職
					美而快電子(股)公司獨立董事、審計委員會召集人、薪酬委員會召集人 宏遠證券(股)公司獨立董事、審計委員會委員、薪酬委員會委員、風險管理委員會委員 耀億工業(股)公司獨立董事、審計委員會委員、薪酬委員會委員 華鉬實業(股)公司董事 若樸建設開發(股)公司監察人 永進機械工業(股)公司監察人
獨立董事	周良貞	0	輔仁大學法學士	植根法律事務所律師 力成法律事務所律師 信孚國際法律事務所律師 嘉華法律事務所律師	嘉華法律事務所主持律師 世坤塑膠(股)公司獨立董事、薪酬委員會委員 晟銘電子科技(股)公司獨立董事、審計委員會委員、薪酬委員會委員 數字科技(股)公司董事
獨立董事	李世欽	0	國立交通大學管理科學研究所	中華精測科技(股)公司董事長 中華電信(股)公司財務副總經理 中華投資(股)公司總經理	中華電信(股)公司顧問
獨立董事	周聰南	0	東海大學會計系	億光電子工業(股)公司協理 湯石照明科技(股)公司財務長	鈞興機電國際(股)公司獨立董事、審計委員會委員、薪酬委員會委員 艾笛森光電(股)公司獨立董事、審計委員會委員、薪酬委員會委員

**湯石照明科技股份有限公司
公司章程修訂條文對照表**

修正條文	現行條文	修正理由
<p>第四條 本公司額定資本總額為新台幣 <u>800,000,000</u> 元，分為 <u>80,000,000</u> 股，每股新台幣 10 元，其中未發行之股份，授權董事會分次發行。 前項額定資本總額內保留新台幣 <u>80,000,000</u> 元，共計 <u>8,000,000</u> 股，供發行員工認股權憑證轉換之用，得依董事會決議分次發行之。</p>	<p>第四條 本公司額定資本總額為新台幣 <u>500,000,000</u> 元，分為 <u>50,000,000</u> 股，每股新台幣 10 元，其中未發行之股份，授權董事會分次發行。 前項額定資本總額內保留新台幣 <u>伍仟萬元</u>，共計 <u>伍佰萬股</u>，供發行員工認股權憑證轉換之用，得依董事會決議分次發行之。</p>	<p>因應營運需求，提高額定資本總額。</p>
<p>第六條 本公司股票為記名式，並應編號及由董事簽名或蓋章，<u>並經依法得擔任股票發行簽證人之銀行</u>簽證後發行之。 本公司發行之股份，得免印製股票，惟應洽證券集中保管事業機構登錄。本公司股務處理作業，悉依主管機關相關法令之規定辦理。</p>	<p>第六條 本公司股票為記名式，並應編號及由董事 <u>二人以上</u> 簽名或蓋章，<u>再經主管機關或其核定之發行登記機構</u> 簽證後發行之。 本公司發行之股份，得免印製股票，惟應洽證券集中保管事業機構登錄。本公司股務處理作業，悉依主管機關相關法令之規定辦理。</p>	<p>因應公司法第 162 條修正。</p>
<p>第廿八條 本章程由發起人會議經全體發人同意於中華民國八十一年八月十四日。第一次修訂於民國八十九年六月二十六日，第二次修訂於民國八十九年十一月二十日，第三次修訂於民國九十一年三月八日，第四次修訂於民國九十一年十一月二十五日，第五次修訂於民國九十二年二月十日，第六次修訂於民國九十五年三月七日，第七次修訂於民國九十五年八月十日，第八次修訂於民國九十五年十月十二日，第九次修訂於民國九十六年四月二十九日，第十次修訂於民國九十六年五月十日，第十一次修訂於民國九十六年七月二十九日，第十二次修訂於民國九十六年十月八日，第十三次修訂於民國九十六年十二月三十一日，第十四次修訂於民國九十八年六月二十六日，第十五次修訂於民國一〇〇年五月二十三日，第十六次修訂於民國一〇一年六月二十日，第十七次修訂於民國一〇</p>	<p>第廿八條 本章程由發起人會議經全體發人同意於中華民國八十一年八月十四日。第一次修訂於民國八十九年六月二十六日，第二次修訂於民國八十九年十一月二十日，第三次修訂於民國九十一年三月八日，第四次修訂於民國九十一年十一月二十五日，第五次修訂於民國九十二年二月十日，第六次修訂於民國九十五年三月七日，第七次修訂於民國九十五年八月十日，第八次修訂於民國九十五年十月十二日，第九次修訂於民國九十六年四月二十九日，第十次修訂於民國九十六年五月十日，第十一次修訂於民國九十六年七月二十九日，第十二次修訂於民國九十六年十月八日，第十三次修訂於民國九十六年十二月三十一日，第十四次修訂於民國九十八年六月二十六日，第十五次修訂於民國一〇〇年五月二十三日，第十六次修訂於民國一〇一年六月二十日，第十七次修訂於民國一〇</p>	<p>增列修訂日期</p>

修正條文	現行條文	修正理由
<p>二年六月十日，第十八次修訂於民國一〇四年五月二十八日，第十九次修訂於民國一〇五年五月三十一日，第二十次修訂於民國一〇六年五月二十六日，第二十一次修訂於民國一〇七年五月三十日，第二十二次修訂於民國一〇八年五月二十九日，第二十三次修訂於民國一一一年五月二十六日，<u>第二十四次修訂於民國一一二年五月二十五日</u>。</p>	<p>二年六月十日，第十八次修訂於民國一〇四年五月二十八日，第十九次修訂於民國一〇五年五月三十一日，第二十次修訂於民國一〇六年五月二十六日，第二十一次修訂於民國一〇七年五月三十日，第二十二次修訂於民國一〇八年五月二十九日，第二十三次修訂於民國一一一年五月二十六日。</p>	

【附件九】

元和聯合會計師事務所

**湯石照明股份有限公司與大峽谷半
導體股份有限公司併購暨股份轉換
換股比例合理性意見書**

阮瓊華會計師

會計師證書字號：台財證登(六)字第 2719 號

地 址：臺北市中正區衡陽路 2 號 2 樓

電 話：(02)2370-6189

湯石照明股份有限公司與大峽谷半導體 股份有限公司併購暨股份轉換 換股比例合理性意見書

意見書摘要

- 一、委任人：湯石照明科技股份有限公司（下稱「湯石照明」，股票代碼：4972）。
- 二、評價標的：英屬開曼群島商大峽谷半導體照明系統(開曼)股份有限公司（下稱「大峽谷半導體」，股票代碼：5281）之股權。
- 三、委任內容：湯石照明擬於2023年4月7日董事會提案，將與大峽谷半導體進行併購暨股份轉換，本會計師依據公開發行公司取得或處分資產處理準則第10條及第23條規定，就股份轉換之換股比例合理性表示意見，供湯石照明董事會評估之參考依據，不作為其他用途使用。
- 四、依據法令：公開發行公司取得或處分資產處理準則第10條及第23條等規定。
- 五、評價基準日：2023年3月29日。
- 六、價值前提：最高及最佳使用前提。
- 七、價值標準：市場價值。
- 八、形成意見基礎及意見結論：本會計師考量可量化之財務數據及市場客觀資料，分別以市價法及市場法評估，湯石照明與大峽谷半導體交換比例之合理區間為湯石照明普通股1股交換大峽谷半導體普通股1.4688股至1.8174股，本次預計交換比例為湯石照明普通股1股交換大峽谷半導體1.72股，尚屬合理。

會計師：阮瓊華

3元3復事

證照號碼：台財證登(六)字第2719號



中 華 民 國 一 一 二 年 三 月 三 十 日

獨立專家聲明書

本會計師遵循《公開發行公司取得或處分資產處理準則》、《專家出具意見書實務指引》及相關法令，並參考中華民國評價準則公報或職業公會所訂相關自律規範等，出具評估意見書，茲聲明如下：

- 一、本人所出具意見書及所使用於執行作業程序之資料來源、參數及資訊等為完整、正確且合理，以作為出具本意見之基礎。
- 二、承接本案前，業已確認符合《公開發行公司取得或處分資產處理準則》第5條第1項之資格條件，並依據同條文第2項第1款，審慎評估本人專業能力、實務經驗及獨立性。
- 三、執行本案時，業已妥善規劃及執行適當作業流程，以形成結論並據以出具意見書；並將所執行程序、蒐集資料及結論，詳實登載於本案工作底稿。
- 四、本人與本案交易當事人及出具評估意見書之專業估價者或估價人員間，並無《公開發行公司取得或處分資產處理準則》第5條第1項第2款及第3款規定之互為關係人或實質關係人等情形，並聲明無下列情事：
 - (一) 本人或配偶現受本案交易當事人聘雇擔任經常工作，支領固定薪給或擔任董監事者。
 - (二) 本人或配偶曾任本案交易當事人之董監事、經理人或對本案有重大影響職務之職員，而解任或離職未滿二年者。
 - (三) 本人或配偶任職之單位與本案交易當事人互為關係人者。
 - (四) 與本案交易當事人之董監事、經理人或對本案有重大影響職務之職員，有配偶或二等親以內親屬關係者。
 - (五) 本人或配偶與本案交易當事人有重大投資或分享財務利益之關係者。
- 五、本案無或有酬金情事，亦無意見結論已事先設定情事。

元和聯合會計師事務所 YuanHeCpa

臺北市中正區衡陽路2號2樓

T 886 2 2370 6189

元和聯合會計師事務所

阮瓊華 會計師



中 華 民 國 一 一 二 年 三 月 三 十 日

壹、委任內容

一、委任標的

湯石照明股份有限公司（下稱「湯石照明」）擬於 2023 年 4 月 7 日董事會提案，將與大峽谷半導體股份有限公司（下稱「大峽谷半導體」）進行併購暨股份轉換，換股比例約為湯石照明普通股 1 股交換大峽谷半導體普通股 1.72 股。本會計師受託就換股比例合理性表示意見，以 2023 年 3 月 29 日為評價基準日。

二、價值前提

價值前提係針對影響評價標的價值之可能情境所作之假設，包括使用、交換或防禦之第一層級之前提，以及其下之各次級前提，例如在使用前提下之單獨使用或合併使用之前提、在使用前提下之現行用途或改變用途之前提、在使用前提下之原地使用或異地使用之前提等三個不同層級之價值前提。

因湯石照明與大峽谷半導體股權交換後，仍延續原有之業務往來關係，是本意見書採用之價值前提為最高及最佳使用前提。

三、價值標準之選用

評價的價值標準參考評價準則公報第 4 號「評價流程準則」可分為市場價值、衡平價值、投資價值、含綜效之價值、清算價值，分別說明如下：

（一）市場價值（Fair market value）

市場價值係指在常規交易下，經過適當之行銷活動，具有成交意願、充分瞭解相關事實、謹慎且非被迫之買方及賣方於評價基準日交換資產或負債之估計金額。資產之市場價值將反映其最高及最佳使用。最高及最佳使用可能為資產之現行使用或其他用途。此取決於市場參與者於形成其願意出價之價格時對該資產之使用之預期。當評價人員採用市場價值作為價值標準時，應排除一般市場參與者未能具備之企業特定因素。企業特定因素通常包括：

1. 源自既有或新增之類似資產組合之額外價值。
2. 當資產單獨評價時，該資產與企業其他資產間之綜效。
3. 法定權利或限制。
4. 租稅利益或租稅負擔。
5. 企業運用資產之獨特能力。

(二) 衡平價值 (Equitable value)

衡平價值係指具有成交意願且充分瞭解相關事實之特定交易雙方移轉資產或負債之估計價格，該價格反映了交易雙方各自之利益。

(三) 投資價值 (Investment value)

投資價值係指特定擁有者（或預期擁有者）就個別投資或經營目的持有一項資產之價值。此價值標準係反映擁有者持有該資產可獲取之利益。

(四) 含綜效之價值 (Synergistic Value)

含綜效之價值係兩項以上資產或權益結合後之價值，該價值通常大於單獨資產或權益之價值合計數。若該綜效僅有特定之買方可取得，則含綜效之價值將反映資產之特定屬性對特定買方之價值。

(五) 清算價值 (Liquidation Value)

清算價值係一企業或資產必須出售（在非繼續經營或使用之情況）所會實現的金額。清算價值之估計應考量使資產達到可銷售狀態之成本及處分成本。清算價值之決定可基於下列價值前提之一：

1. 有序清算：於合理行銷期間內處分之情境。
2. 被迫出售：需於較短行銷期間內處分之情境。

依本意見書之目的，以市場價值為價值標準，市場價值係指在常規交易下，經過適當之行銷活動，具成交意願、充分瞭解相關事實、謹慎且非被迫

之買方及賣方於評價基準日交換資產或負債之估計金額。

四、假設及限制

- (一)本意見書之結論，僅對所述評價目的及評價基準日方為有效。
- (二)評價過程中，由湯石照明或其代表所提供之財務報表及其他相關資訊，除特別說明外，未經驗證即被認定可充分反映該公司各期間之營運狀況及經營結果。
- (三)受任人所依據之公開資訊及產業統計資料（例如：臺灣證券交易所之公開資訊觀測站），受任人未就該等資訊之正確性及完整性表示任何意見，且未經驗證即接受該等資訊。
- (四)預測具不確定性，其實際結果未必與預測相符，受任人無法對湯石照明預測經營結果之達成提供任何程度之確信，實際與預測經營結果間之差異數可能極為重大。預測經營結果能否達成視管理階層之行動、計畫及假設而定。
- (五)本意見書內容及結論僅供湯石照明股份交換大峽谷半導體股份交易評估使用。評估結論係受任人依據湯石照明所提供資訊及其他來源之資訊所作成，受任人無意使意見書內容及結論成為任何一種方式之投資建議。
- (六)受任人無義務於未來提供與意見書所述評價標的有關之服務，如作證或出庭，但該等服務已於委任契約中註明者不在此限。

五、評估流程中使用的主要資訊來源

- (一)湯石照明 2020 年至 2022 年經會計師查核簽證財務報表、2023 年 2 月 28 日公司自結財務報表。
- (二)大峽谷半導體 2020 年至 2022 年經會計師查核簽證財務報表、2023 年 2 月 28 日公司自結財務報表。
- (三)台灣證券交易所及證券櫃檯買賣中心公債上櫃股票個股本益比、股價淨值比。

(四)公開資訊觀測站財務報表及月營業收入資訊。

(四)Yahoo Finance。

(五)孫明德，2022~2023 年台灣經濟景氣回顧與展望，台灣經濟研究月刊，第 46 卷第 1 期，2023 年 1 月，頁 46-52。

「2023 台灣總體經濟預測」新聞稿，台灣經濟研究院，2022 年 11 月 11 日。

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貳、標的公司簡介

一、大峽谷半導體

大峽谷半導體於 2012 年 5 月設立於英屬開曼群島，登記之地址為 The Grand Pavilion Commercial Centre, Oleander Way, 802 West Bay Road, P.O.Box 32052 Grand Cayman KY1-1208, Cayman Islands，大峽谷半導體及其子公司(以下統稱「本集團」)主要營業項目為 LED 半導體照明相關應用產品之研發、生產、銷售等業務。

二、總體經濟分析

(一)全球經濟景氣回顧與展望

回顧 2022 年全球經濟表現，原本預期全球經濟可在疫情後持續復甦，惟俄烏戰事擾亂全球經濟活動、投資和貿易，主要經濟體對俄羅斯能源及俄烏農產品之依賴，在俄羅斯制裁政策執行後，導致國際能源和大宗商品價格飆升，加上中國疫情清零政策增添全球供應鏈混亂程度，加重全球通膨壓力，令主要央行貨幣政策加速緊縮，金融市場波動加劇，金融資產崩跌降低民眾消費和企業投資意願，近期國際預測機構陸續下修全球經貿表現，世銀甚至警告全球面臨停滯性通膨的風險增加。國際主要預測機構預測 2022 年全球經濟成長率僅剩 2.6~3.2% 的水準。

展望 2023 年全球經濟景氣，疫情、俄烏戰爭、通膨、美中關係、地緣政治等仍是主宰總體與個別行業的關鍵因素，就通膨因子而言，世界各國目前正以 50 年以來僅見的速度同步回升貨幣與財政支持措施，對於經濟造

成沉重壓力，各項因素綜合影響下，2023 年美國、中國、歐元區等三大經濟體景氣將急遽放緩，美國貨幣緊縮之外溢效尤應特別關注，此對於新興市場和開發中經濟體恐造成連動性影響，當美元升值趨勢銳不可擋，其他主要貨幣貶勢不止，部分亞洲貨幣匯率將潰不成軍。IHS Markit、EIU、IMF、UN、OECD、WB 等主要研究機構預測 2023 年全球經濟成長率將進一步走滑至 1.6% 至 0%，甚至 EIU 已預測歐元地區將陷入-0.4% 的水準。

(二)台灣經濟景氣回顧與展望

回顧 2022 年台灣經濟表現，受到全球經濟景氣持續下修、金融市場波動加大、美中兩強對抗增加之影響，已對各行業產生實質負面影響。以製造業而言，據經濟部工業生產統計指數，2022 年由 2021 年增長一成以上的水準趨緩至個位數，其中傳統製造業包括紡織業、汽車及其零件業、基本金屬、化學原材料、液晶面板及其組件業已出現跌幅，電子零組件業增長動能主要是來自於積體電路業的貢獻，半導體業仍舊是 2022 年台灣維持 3% 以上經濟成長率最重要的支撐點。服務業方面，雖然 2022 年 4、5 月因本土疫情驟升而明顯衝擊民間消費力道，所幸 6 月起因疫情趨緩使零售業、餐飲業回溫，2022 年批發業、零售業、餐飲業總計營業額年增率表現漸入佳境。整體而言，2022 年台灣製造業景氣呈現各業別逐步分化，僅剩半導體業增幅尚屬顯著的格局，服務業整體景氣則是優於 2021 年，依據台灣經濟研究院預估 2022 年台灣 GDP 成長率為 3.54%。

展望 2023 年台灣經濟景氣，受到全球經貿成長速度放緩，台灣進出口與投資表現成長勢將有所衝擊。製造業方面，多數業別景氣因終端應用市場需求趨緩而普遍呈現減緩局面，即使是半導體業景氣也將逐步告別先前超級景氣循環週期，台經院預估整體產值年增率將由 2022 年的 19.7% 下滑至 2023 年的高個位數。服務業方面，因擁有邊境開放與疫控降級的題材帶動，讓部分細產業（例如餐飲業、觀光旅遊業、文化創意產業，空運業等）迎來復甦的格局。依據台經院於 2022 年 11 月公布之最新預測，2023 年 GDP 成長率為 2.91%，較 2022 年更新後 3.45% 減少 0.54 個百分點。

三、照明產業分析

照明產品總類繁多，除可以粗分成光源與燈具外，燈具依照不同形狀與用途又可區分為筒燈、投射燈、路燈、投光燈、地底燈、輕鋼架、檯燈、立

燈等，光源可分為白熾燈、鹵素燈、螢光燈管、省電燈泡、水銀燈、高壓鈉燈、複金屬燈、LED、OLED 等。照明產品線廣度大，依照不同場域或設計以不同樣式出現，少量多樣是照明產業最大特色之一。

全球一般照明市場與經濟和人口成長、城市化程度提高及節能需求息息相關。當經濟成長越快速及城市化比率越高時，辦公大樓、廠房、服務業及住宅都會刺激照明需求上升，且經濟條件好之下對於夜間移動照明需求增加，都是維繫照明市場成長動能之一。

就應用市場分析，服務業包括零售、大賣場、娛樂場所、辦公室、政府機關、教育場所、醫療場所等地方，涵蓋範圍廣泛，且使用場域相當多元、使用時數長以及定期整修等，成為照明最大應用市場。此外，照明市場成熟，未來應用市場比重也不易有大幅波動，服務業仍維持最大應用市場。以全球照明市場來看，根據專業研調機構數據，全球照明市場受到全球經濟及建築業景氣影響，2021 年整體市場規模為 1,331 億美元，較 2020 年成長 3.2%，預測至 2026 年，全球照明市場規模將可成長至 1,480 億美元，年複合成長率約 2.2%。

LED 照明崛起，使得照明節能產品性價比在短時間快速提升，各國政府認為 LED 照明有效取代過去高耗能照明產品（如白熾燈泡、鹵素燈泡等），得順利推展照明節能政策，紛紛訂定燈具更高能源標準，例如：歐盟於 2021 年 9 月實施新光源生態設計法及新能源標籤，日本於 2020 年 4 月實施新燈具最低能效標準。在全球照明節能與環保政策發展更加嚴格趨勢下，具有照明節能優勢的 LED 照明產品成長率將持續提高，且 2022 年俄烏衝突導致能源成本高漲，對 LED 節能需求日益高漲，加速替換傳統照明產品，LED 照明滲透率不斷提升，依據 TrendForce 觀察，LED 照明產品在市場的滲透率已達到 85% 以上。

依據 TrendForce 最新報告《2023 全球 LED 照明市場分析-1H23》分析，展望 2023 年，隨著歐美日地區節能改造專案持續推進，LED 將進入替換高峰期，用戶對高光品質照明、人因健康照明與智慧化照明的有效需求也將邁入快速發展階段，外加中國市場全面開放，全球 LED 照明市場需求有望復甦。然而，考慮到今年上半年末端照明產品仍處於快速去庫存階段，需求或將持續受制於高通膨影響，預估 2023 年全球 LED 照明市場規模成長 4% 至 638 億美元。

四、大峽谷半導體財務資料

(一)損益表

單位：新台幣仟元

	2020		2021		2022		2023/1/1~2/28	
	金額	百分比	金額	百分比	金額	百分比	金額	百分比
營業收入	901,292	100%	1,090,945	100%	666,041	100%	51,451	100%
營業成本	(584,398)	-65%	(800,806)	-73%	(513,755)	-77%	(43,229)	-84%
營業毛利	316,894	35%	290,139	27%	152,286	23%	8,223	16%
營業費用								
推銷費用	102,964	7%	143,340	13%	131,739	20%	10,052	20%
管理費用	71,661	8%	93,266	9%	103,238	4%	13,309	4%
研究發展費用	45,441	5%	79,967	7%	79,562	12%	9,058	18%
預期信用減損損失	36,168	4%	20,264	2%	(34,206)	-5%	957	2%
	256,234	28%	336,837	31%	280,333	42%	33,375	65%
營業淨利	60,660	7%	(46,698)	-4%	(128,047)	-19%	(25,152)	-49%
營業外收入與支出	9,042	1%	28,585	3%	9,499	1%	6,915	13%
稅前淨利	69,702	8%	(18,113)	-2%	(118,548)	-18%	(18,237)	-35%
所得稅費用	(17,285)	-2%	(5,152)	-5%	(14,520)	-5%	1,421	-5%
本期淨利	52,417	6%	(23,265)	-2%	(133,068)	-20%	(16,816)	-33%
本期其他綜合損益	10,866	1%	(7,106)	-1%	12,000	2%	(3,429)	-7%
本期綜合損益總額	63,283	7%	(30,371)	-3%	(121,068)	-18%	(20,245)	-39%
每股盈餘								
基本	1.4100		(0.63)		(3.43)		(0.45)	
稀釋	1.4100		(0.63)		(3.43)		(0.45)	

資料來源：2020年至2022年度經會計師查核簽證財務報告，2023年1月1日至2月28日公司自結財務報表

(二)財務狀況表

單位：新台幣仟元

	2020/12/31		2021/12/31		2022/12/31		2023/2/28	
	金額	百分比	金額	百分比	金額	百分比	金額	百分比
資產								
流動資產								
現金及約當現金	71,864	5%	159,075	10%	227,161	18%	176,086	14%
按攤銷後成本衡量金融資產	306,390	20%	130,320	9%	88,160	7%	175,480	14%
應收款項	203,192	14%	336,990	22%	173,831	14%	139,205	11%
存貨	121,145	8%	176,984	12%	88,591	7%	87,717	7%
其他流動資產	113,456	8%	46,314	3%	60,906	5%	54,856	4%
	816,047	55%	849,683	56%	638,649	51%	633,345	52%
非流動資產								
不動產、廠房及設備	595,897	40%	409,228	1%	357,582	29%	350,876	29%
使用權資產	29,662	2%	36,737	2%	27,733	2%	30,870	3%
投資性不動產	0	0%	155,723	10%	169,589	14%	163,557	13%
無形資產	1,043	0%	2,388	0%	2,799	0%	2,503	0%
其他資產	54,254	4%	75,662	5%	47,112	4%	46,096	4%
	680,856	45%	679,738	44%	604,815	49%	593,902	48%
資產總額	1,496,903	100%	1,529,421	100%	1,243,464	100%	1,227,246	100%

	2020/12/31		2021/12/31		2022/12/31		2023/2/28	
	金額	百分比	金額	百分比	金額	百分比	金額	百分比
負債及權益								
流動負債								
短期借款	0	0%	27,680	2%	87,726	7%	125,030	10%
合約負債	87,462	6%	68,194	4%	47,995	4%	47,054	4%
應付票據及帳款	299,097	20%	395,233	26%	197,290	16%	183,305	15%
其他應付款	136,921	9%	120,595	8%	114,632	9%	100,570	8%
其他流動資產	7,487	1%	9,513	1%	4,827	0%	4,541	0%
	<u>530,967</u>	<u>86%</u>	<u>621,215</u>	<u>41%</u>	<u>452,470</u>	<u>36%</u>	<u>460,499</u>	<u>38%</u>
非流動負債								
遞延所得稅負債	55,136	4%	49,421	3%	48,126	4%	45,767	4%
負債準備	4,700	0%	2,313	0%	1,360	0%	1,296	0%
其他負債	1,313	2%	11,664	1%	5,539	0%	4,072	0%
	<u>61,149</u>	<u>4%</u>	<u>63,398</u>	<u>4%</u>	<u>55,025</u>	<u>4%</u>	<u>51,134</u>	<u>4%</u>
負債總額	<u>592,116</u>	<u>40%</u>	<u>684,613</u>	<u>45%</u>	<u>507,495</u>	<u>41%</u>	<u>511,633</u>	<u>42%</u>
權益								
普通股股本	370,100	5%	370,100	24%	370,100	30%	370,100	30%
資本公積	139,125	9%	139,125	9%	151,498	12%	151,498	12%
保留盈餘	454,982	30%	402,040	6%	275,128	22%	257,656	21%
其他權益	(60,640)	-4%	(67,601)	6%	(55,602)	-4%	(59,050)	-5%
非控制權益	1,220	0%	1,144	6%	(5,155)	0%	(4,591)	0%
權益合計	<u>904,787</u>	<u>60%</u>	<u>844,808</u>	<u>55%</u>	<u>735,969</u>	<u>59%</u>	<u>715,613</u>	<u>58%</u>
負債及權益總額	<u>1,496,903</u>	<u>100%</u>	<u>1,529,421</u>	<u>100%</u>	<u>1,243,464</u>	<u>100%</u>	<u>1,227,246</u>	<u>100%</u>

資料來源：2021 年至 2022 年度經會計師查核簽證財務報告，2023 年 2 月 28 日公司自結財務報表

(三)現金流量表

單位：新台幣仟元

	2020	2021	2022
營業活動現金流量			
本期稅前淨利	69,702	(18,113)	(118,548)
調整項目			
折舊費用及攤銷費用	49,353	51,208	54,392
利息費用	10,487	494	2,945
利息收入	(10,640)	(7,478)	(3,601)
預期信用減損損失	36,168	20,264	(34,206)
透過損益按公允價值衡量金融資產負債之淨損失	(10,748)	0	0
處分不動產、廠房設備利益	339	3,672	3,077
其他項目	0	0	123
與營業活動相關之資產負債變動數	70,391	(161,262)	75,635
營運產生之淨現金流入	215,052	(111,215)	(20,183)
收取之利息	10,888	8,024	3,953
支付之利息	0	(442)	(2,670)
支付之所得稅	(34,390)	(11,660)	(4,120)
營業活動現金流入(出)	191,550	(115,293)	(23,020)
投資活動現金流量			
取得(處分)按攤銷後成本衡量之金融資產	(115,539)	173,640	44,220
購置不動產、廠房及設備	(12,808)	(35,891)	(8,852)
存出保證金增加(減少)	(702)	(2,803)	742
購置無形資產	(294)	(56)	0
其他非流動資產增加	(19,741)	69,733	(17,249)
投資活動現金流入(出)	(149,084)	204,623	18,861
籌資活動			
短期借款增加(減少)	0	27,680	60,066
償還公司債	(299,400)	0	0
租賃負債本金償還	(403)	(854)	(2,454)
發放現金股利	(18,505)	(29,608)	0
其他非流動負債增加	1,313	1,515	553
非控制權益增加	0	0	12,229
籌資活動現金流入(出)	(316,995)	(1,267)	70,394
匯率變動對現金及約當現金之影響	(5,117)	(852)	1,851
本期現金及約當現金增加(減少)數	(279,646)	87,211	68,086
期初現金及約當現金餘額	351,510	71,864	159,075
期末現金及約當現金餘額	71,864	159,075	227,161

資料來源：2020年至2022年度經會計師查核簽證財務報告

(四)財務比率

		2020	2021	2022
財務 結構	負債占資產比率(%)	50.41	39.56	44.76
	長期資金占不動產、廠房及設備比率(%)	151.26	162.10	221.93
償債 能力	流動比率(%)	129.42	153.69	136.78
	速動比率(%)	106.52	111.16	100.83
	利息保障倍數(%)	4.53	7.65	-35.67
經營 能力	應收款項週轉率(次)	2.32	2.60	2.81
	平均收現日數	157.32	140.38	129.89
	存貨週轉率(次)	5.98	5.33	5.37
	平均銷貨日數	61.03	68.48	67.97
	不動產、廠房及設備週轉率(次)	1.90	1.48	2.17
	總資產週轉率(次)	0.65	0.56	0.72
獲利 能力	資產報酬率(%)	2.51	3.80	-1.51
	權益報酬率(%)	3.55	5.94	-2.66
	稅前純益占實收資本比率(%)	11.75	18.83	-4.89
	純益率(%)	2.59	5.82	-2.13
	每股盈餘(元)	0.85	1.41	-0.63
現金 流量	現金流量比率(%)	73.39	36.12	NA
	現金流量允當比率(%)	86.57	111.58	136.06
	現金再投資比率(%)	5.60	1.70	6.41

資料來源：公開資訊觀測站

五、湯石照明財務資料

(一)損益表

單位：新台幣仟元

	2020		2021		2022		2023/1/1~2/28	
	金額	百分比	金額	百分比	金額	百分比	金額	百分比
營業收入	808,981	100%	1,051,699	100%	913,801	100%	82,072	100%
營業成本	(514,057)	-64%	(687,364)	-65%	(616,295)	-67%	(59,451)	-72%
營業毛利	294,924	36%	364,335	35%	297,506	33%	22,621	28%
營業費用								
推銷費用	87,321	7%	91,422	9%	85,368	9%	13,109	16%
管理費用	86,663	11%	90,784	9%	86,614	4%	14,167	4%
研究發展費用	34,187	4%	39,420	4%	39,085	4%	4,806	6%
	208,171	26%	221,626	21%	211,067	23%	32,082	39%
營業淨利	86,753	11%	142,709	14%	86,439	9%	(9,461)	-12%
營業外收入與支出	16,534	2%	(10,796)	-1%	(12,991)	-1%	(2,344)	-3%
稅前淨利	103,287	13%	131,913	13%	73,448	8%	(11,805)	-14%
所得稅費用	(24,233)	-3%	(35,941)	-5%	(21,054)	-5%	1,324	-5%
本期淨利	79,054	10%	95,972	9%	52,394	6%	(10,481)	-13%
本期其他綜合損益	36,561	5%	(15,984)	-2%	7,925	1%	(6,136)	-7%
本期綜合損益總額	115,615	14%	79,988	8%	60,319	7%	(16,617)	-20%
每股盈餘								
基本	2.0800		2.5100		1.3500		(0.27)	
稀釋	2.0500		2.4600		1.3300		(0.27)	

資料來源：2020年至2022年度經會計師查核簽證財務報告，2023年2月28日公司自結財務報表

(二)財務狀況表

單位：新台幣仟元

	2020/12/31		2021/12/31		2022/12/31		2023/2/28	
	金額	百分比	金額	百分比	金額	百分比	金額	百分比
資產								
流動資產								
現金及約當現金	353,565	26%	344,436	24%	361,977	27%	374,107	29%
透過損益按公允價值衡量金融資產	104,166	8%	85,588	6%	59,616	5%	59,800	5%
按攤銷後成本衡量金融資產	179,361	13%	187,720	13%	265,399	20%	264,330	20%
應收款項	128,636	9%	145,369	10%	107,202	8%	62,879	5%
存貨	163,797	12%	243,044	17%	174,616	13%	172,225	13%
其他流動資產	22,172	2%	27,407	2%	13,797	1%	16,694	1%
	<u>951,697</u>	<u>69%</u>	<u>1,033,564</u>	<u>72%</u>	<u>982,607</u>	<u>75%</u>	<u>950,035</u>	<u>74%</u>
非流動資產								
透過OCI按公允價值衡量金融資產	53,906	4%	46,171	3%	34,600	3%	32,460	3%
採用權益法之投資	37,413	3%	42,116	3%	32,230	2%	28,815	2%
不動產、廠房及設備	273,609	20%	252,587	1%	225,984	17%	219,280	16%
使用權資產	41,028	3%	37,029	3%	29,634	2%	47,693	4%
無形資產	4,337	0%	3,455	0%	1,375	0%	1,012	0%
其他資產	11,758	1%	11,280	1%	11,979	1%	12,462	1%
	<u>422,051</u>	<u>31%</u>	<u>392,638</u>	<u>28%</u>	<u>335,802</u>	<u>25%</u>	<u>341,722</u>	<u>26%</u>
資產總額	<u>1,373,748</u>	<u>100%</u>	<u>1,426,202</u>	<u>100%</u>	<u>1,318,409</u>	<u>100%</u>	<u>1,291,757</u>	<u>100%</u>

	2020/12/31		2021/12/31		2022/12/31		2023/2/28	
	金額	百分比	金額	百分比	金額	百分比	金額	百分比
負債及權益								
流動負債								
合約負債			25,418	2%	31,191	2%	23,340	2%
應付票據及帳款	88,169	6%	103,525	7%	45,800	3%	38,868	3%
其他應付款	85,986	6%	87,726	6%	66,850	5%	118,365	9%
本期所得稅負債	22,200	2%	27,984	2%	19,596	1%	19,201	1%
租賃負債	7,192	1%	7,689	1%	2,489	0%	8,816	1%
其他流動負債	18,141	1%	2,944	0%	3,553	0%	3,491	0%
	<u>221,688</u>	<u>86%</u>	<u>255,286</u>	<u>18%</u>	<u>169,479</u>	<u>13%</u>	<u>212,081</u>	<u>16%</u>
非流動負債								
遞延所得稅負債	3,445	0%	7,241	1%	3,830	0%	586	0%
租賃負債	5,591	0%	2,186	0%	295	0%	12,263	1%
其他非流動負債	8,792	2%	8,860	1%	10,568	1%	10,579	1%
	<u>17,828</u>	<u>1%</u>	<u>18,287</u>	<u>1%</u>	<u>14,693</u>	<u>1%</u>	<u>23,428</u>	<u>2%</u>
負債總額	<u>239,516</u>	<u>17%</u>	<u>273,573</u>	<u>19%</u>	<u>184,172</u>	<u>14%</u>	<u>235,509</u>	<u>18%</u>
權益								
普通股股本	397,688	5%	403,134	28%	394,223	30%	394,956	31%
資本公積	508,419	37%	518,118	36%	505,884	38%	506,952	39%
保留盈餘	362,976	26%	367,791	6%	327,424	25%	253,771	20%
其他權益	(72,115)	-5%	(88,050)	6%	(78,922)	-6%	(85,059)	-7%
庫藏股票	(62,736)	-5%	(48,364)	6%	(14,372)	-1%	(14,372)	-1%
權益合計	<u>1,134,232</u>	<u>83%</u>	<u>1,152,629</u>	<u>81%</u>	<u>1,134,237</u>	<u>86%</u>	<u>1,056,248</u>	<u>82%</u>
負債及權益總額	<u>1,373,748</u>	<u>100%</u>	<u>1,426,202</u>	<u>100%</u>	<u>1,318,409</u>	<u>100%</u>	<u>1,291,757</u>	<u>100%</u>

資料來源：2020年至2022年度經會計師查核簽證財務報告，2023年2月28日公司自結財務報表

(三)現金流量表

單位：新台幣仟元

	2020	2021	2022
營業活動現金流量			
本期稅前淨利	103,287	131,913	73,448
調整項目			
折舊費用及攤銷費用	59,871	61,168	61,255
利息費用	443	330	205
利息收入	(6,598)	(8,513)	(11,053)
股利收入	(2,690)	(4,304)	0
預期信用減損損失	1,452	294	(1,054)
股份基礎給付酬勞成本	1,773	1,935	424
透過損益按公允價值衡量金融資產負債之淨損失	(13,817)	18,555	27,684
採用權益法之關聯企業及合資損益份額	19,464	10,297	9,886
處分不動產、廠房設備利益	(133)	(1,320)	(198)
未實現外幣兌換利益	1,254	(1,733)	2,662
保固費用提列數	(60)	20	214
與營業活動相關之資產負債變動數	18,938	(73,288)	50,450
營運產生之淨現金流入	183,184	135,354	213,923
收取之利息	5,446	7,124	9,649
收取之股利	2,690	4,304	0
支付之利息	(443)	(330)	(205)
支付之所得稅	(14,878)	(26,922)	(32,879)
營業活動現金流入(出)	175,999	119,530	190,488
投資活動現金流量			
取得(處分)透過損益按公允價值衡量之金融資產	33,057	0	0
取得(處分)按攤銷後成本衡量之金融資產	(115,027)	(10,782)	(69,472)
取得(處分)透過OCI按公允價值衡量之金融資產	102,682	0	0
取得採用權益法之投資	0	(15,000)	0
購置不動產、廠房及設備	(15,308)	(22,490)	(11,881)
存出保證金增加(減少)	(146)	177	(1,918)
購置無形資產	(4,731)	(1,634)	(390)
其他非流動資產增加	(1,718)	(5,486)	(5,633)
投資活動現金流入(出)	(1,191)	(55,215)	(89,294)
籌資活動			
租賃負債本金償還	(8,231)	(8,441)	(8,554)
發放現金股利	(84,395)	(91,108)	(81,631)
庫藏股票買回成本	(46,629)	0	0
員工執行認股權	5,686	13,255	2,497
員工購買庫藏股	0	14,327	0
籌資活動現金流入(出)	(133,569)	(71,967)	(87,688)
匯率變動對現金及約當現金之影響	3,166	(1,477)	4,035
本期現金及約當現金增加(減少)數	44,405	(9,129)	17,541
期初現金及約當現金餘額	309,160	353,565	344,436
期末現金及約當現金餘額	353,565	344,436	361,977

資料來源：2020年至2022年度經會計師查核簽證財務報告

(四)財務比率

		2020	2021	2022
財務 結構	負債佔資產比率(%)	17.44	19.18	13.97
	長期資金佔不動產、廠房及設備比率(%)	414.54	456.33	508.41
償債 能力	流動比率(%)	429.30	404.87	579.78
	速動比率(%)	348.12	303.44	473.55
	利息保障倍數(%)	234.15	400.74	359.28
經營 能力	應收款項週轉率(次)	5.78	7.57	7.15
	平均收現日數	63.14	48.21	51.04
	存貨週轉率(次)	2.90	3.12	2.68
	平均銷貨日數	125.86	116.98	136.19
	不動產、廠房及設備週轉率(次)	2.82	4.00	3.82
	總資產週轉率(次)	0.59	0.75	0.67
獲利 能力	資產報酬率(%)	5.78	6.87	3.83
	權益報酬率(%)	6.95	8.39	4.58
	稅前純益佔實收資本比率(%)	25.97	32.72	18.63
	純益率(%)	9.77	9.13	5.73
	每股盈餘(元)	2.08	2.51	1.35
現金 流量	現金流量比率(%)	79.39	46.82	112.40
	現金流量允當比率(%)	111.66	91.83	117.47
	現金再投資比率(%)	5.60	1.70	6.41

資料來源：公開資訊觀測站

六、評估方法說明

(一)大峽谷半導體股權價值

1.評價方法選擇

依據國際財務報導準則第 13 號第 24 段之規範，公允價值為於衡量日，在現時市場狀況下，在主要（或最有利）市場之有秩序之交易中出售資產所能收取或移轉負債所需支付之價格（即退出價格），不論該價格係直接可觀察或採用另一評價技術所估計。

大峽谷半導體於 2016 年 3 月 30 日掛牌上櫃，具備客觀之公開市場交易價格可參考，本件以大峽谷半導體於評估基準日（2023 年 3 月 29 日）之歷史交易期間每股平均收盤價格，計算股權價值。

大峽谷半導體屬 LED 照明產業，與其相類似之可比較同業包括：國內上市櫃之億光（代號 2393）、艾笛森（代號 3591）、亞帝歐（代號 3516）、雷笛克（代號 5230），本件擬以前揭四家公司，採用市場法之「可類比公司法」估計標的公司股權價值。

由於大峽谷半導體未編列財務預測，故未採用收益法估算企業價值與股權價值；資產法係經由評估評價標的涵蓋之個別資產及個別負債之總價值，反映企業或業務之整體價值，通常適用於資產占企業價值高之公司、控股公司或清算公司，因大峽谷半導體非具有上開特徵，是本件不宜採用資產法評價。

2.市價法

大峽谷半導體為上櫃公司，大峽谷半導體評價基準日（2023 年 3 月 29 日）每股平均收盤價如下：

	大峽谷 5281
前一日平均收盤價	19.80
前十日平均收盤價	18.92
前三十日平均收盤價	17.22
前六十日平均收盤價	16.77

資料來源：證券櫃檯買賣中心

3.可類比公司法

(1)價值乘數選擇

- ①本益比法（P/E）：本益比法以相同或類似上市櫃公司本益比為乘數，再以標的公司每股盈餘推算公司股價。
- ②股價淨值比：股價淨值比法以可類比上市上櫃公司股價占淨值之倍數為乘數，再以標的公司淨值推算標的公司股權價值。

③股價營收比法：股價營收比法以可類比上市上櫃公司股價占營業收入之倍數為乘數，再以標的公司營業收入推算標的公司股權價值。

④ EVEBITDA：以可類比上市上櫃公司企業價值對稅息折舊攤銷前利潤之乘數以標的公司 EBITDA 推算標的公司企業價值，企業價值減去負債公允價值加回銀行存款後為股權價值。

(2)類比上市上櫃公司選擇

大峽谷半導體屬 LED 照明產業，與其相類似之可比較同業包括：國內上市櫃之億光（代號 2393）、艾笛森（代號 3591）、亞帝歐（代號 3516）、雷笛克（代號 5230），本件擬以前揭四家公司，採用市場法之「可類比公司法」估計標的公司股權價值。

大峽谷半導體與可類比公司獲利能力、財務狀況、償債能力、經營能力之比較資訊如下：

	湯石 4972	大峽谷 5281	億光 2393	艾笛森 3591	亞帝歐 3516	雷笛克 5230
Beta (5Y Monthly)	0.25	N/A	0.95	0.96	0.37	0.54
Trailing P/E	22.74	N/A	14.27	107.20	18.99	19.08
Price/Sales (ttm)	1.30	0.89	0.88	1.59	0.84	0.87
Price/Book (mrq)	1.02	0.92	0.95	1.06	0.64	0.93
Enterprise Value/Revenue	0.52	0.72	0.39	1.07	0.69	1.26
Enterprise Value/EBITDA	3.54	-7.86	2.39	8.26	5.13	6.92
Profit Margin	5.73%	0.00%	6.19%	1.39%	4.42%	-1.24%
Operating Margin (ttm)	9.46%	0.00%	7.39%	2.36%	-0.96%	2.57%
Return on Assets (ttm)	3.94%	N/A	3.24%	0.69%	-0.30%	0.89%
Return on Equity (ttm)	4.58%	N/A	7.01%	1.22%	3.63%	-1.29%
Total Debt/Equity (mrq)	0.25	N/A	4.77	20.95	20.52	58.39
Current Ratio (mrq)	5.80	N/A	2.52	3.64	2.11	1.57

資料來源：Yahoo Finance、台灣股市資訊網（最後瀏覽日 2023 年 3 月 29 日）

由於大峽谷半導體 2022 年及 2023 年 1 月至 2 月之淨利與 EBITDA 均為負數，故採股價淨值比及 EV/REVENUE 作為價值乘數計算。

① 股價淨值比

大峽谷半導體 2023 年 2 月 28 日每股淨值為 \$19.46，同業前一日、前十日、前三十日及前六十日之股價淨值乘數資料如下：

	億光 2393	艾笛森 3591	亞帝歐 3516	雷笛克 5230	調和 平均數
前一日平均收盤價	0.96	1.06	0.64	0.93	0.87
前十日平均收盤價	0.95	1.09	0.63	0.92	0.86
前三十日平均收盤價	0.94	1.07	0.62	0.91	0.85
前六十日平均收盤價	0.92	0.95	0.61	0.89	0.82

按前 1 日及前 60 日之股價淨值乘數計算價值區間為 \$15.96~\$16.93。

② EV/REVENUE

依據公開資訊觀測站所載，大峽谷半導體 2022 年 3 月至 2023 年 2 月累計營收為 632,086 仟元，同業 EV/REVENUE 之調和平均值及簡單平均數分別為 0.70 及 0.85，計算價值區間如下：

	調和平均數	簡單平均數
2022年3月至2023年2月營業收入	632,086	632,086
EV/REVENUE乘數	0.70	0.85
企業價值	440,354.68	538,853.32
現金及定期存款(仟元)	351,566.23	351,566.23
付息負債(仟元)	127,822.37	127,822.37
股權價值(仟元)	664,098.53	762,597.17
股數(仟股)	37,010.00	37,010.00
每股價值(元)	17.94	20.61

4.大峽谷半導體股權價值

由於大峽谷半導體為上櫃公司，具備客觀之公開市場價格可參考，故給予市價法 40% 權重，計算每股理論價值合理區間如下：

評估摘要	評估方法		權重	股權價值
每股股權價值	市價法	平均收盤價	40%	\$16.77 ~ \$19.80
	可比公司 司法	股價淨值比	30%	\$15.96 ~ \$16.93
		EV/REVENUE	30%	\$17.94 ~ \$20.61
股權價值結論				\$16.88 ~ \$19.18

(二)湯石照明股權價值

1.評價方法選擇

考量湯石照明於 2013 年 6 月 17 日上櫃，具備客觀之公開市場交易價格可參考，本件以湯石照明於評估基準日（2023 年 3 月 29 日）之歷史交易期間每股平均收盤價格，計算股權價值。

湯石照明與大峽谷半導體同屬 LED 照明產業，與其相類似之可比較同業包括：國內上市櫃之億光（代號 2393）、艾笛森（代號 3591）、亞帝歐（代號 3516）、雷笛克（代號 5230），本件擬以前揭四家公司，採用市場法之「可類比公司法」估計標的公司股權價值。

由於湯石照明未編列財務預測，故未採用收益法估算企業價值與股權價值；資產法係經由評估評價標的涵蓋之個別資產及個別負債之總價值，反映企業或業務之整體價值，通常適用於資產占企業價值高之公司、控股公司或清算公司，因湯石照明非具有上開特徵，是本件不宜採用資產法評價。

2.市價法

湯石照明於 2023 年 2 月 23 日董事會決議，以 2023 年 3 月 23 日為除息日，每股配發 1.62 元，茲調整湯石照明 3 月 23 日至 3 月 28 日填息後股價（每股加回 1.62 元），計算湯石照明評價基準日（2023 年 3 月 29 日）每股平均收盤價如下：

	湯石 4972
前一日平均收盤價	30.97
前十日平均收盤價	30.53
前三十日平均收盤價	30.29
前六十日平均收盤價	29.94

資料來源：證券櫃檯買賣中心

3.可類比公司法

(1)本益比

湯石照明 2022 年度每股盈餘為\$1.35，同業前一日、前十日、前三十日及前六十日之本益比乘數資料如下：

	億光 2393	艾笛森 3591	亞帝歐 3516	雷笛克 5230	調和 平均數
前一日平均收盤價	14.32	107.25	19.88	-	23.17
前十日平均收盤價	14.21	110.13	19.51	-	22.95
前三十日平均收盤價	12.10	71.24	19.12	18.93	19.82
前六十日平均收盤價	11.39	50.20	19.01	18.69	18.71

按前 1 日及前 60 日之本益比乘數計算價值區間為\$25.26~\$31.28。

(2)股價淨值比

湯石照明 2023 年 2 月 28 日每股淨值為\$27.09，同業前一日、前十日、前三十日及前六十日之股價淨值乘數資料如下：

	億光 2393	艾笛森 3591	亞帝歐 3516	雷笛克 5230	調和 平均數
前一日平均收盤價	0.96	1.06	0.64	0.93	0.87
前十日平均收盤價	0.95	1.09	0.63	0.92	0.86
前三十日平均收盤價	0.94	1.07	0.62	0.91	0.85
前六十日平均收盤價	0.92	0.95	0.61	0.89	0.82

按前 1 日及前 60 日之股價淨值乘數計算價值區間為\$22.21~\$23.57。

(3)EV/REVENUE

依據公開資訊觀測站所載，湯石照明 2022 年 3 月至 2023 年 2 月累計營收為 828,831 仟元，同業 EV/REVENUE 之調和平均值及簡單平均數分別為 0.70 及 0.85，計算價值區間如下：

	調和平均數	簡單平均數
2022年3月至2023年2月營業收入	828,831	828,831
EV/REVENUE乘數	0.70	0.85
企業價值	577,420.80	706,578.43
現金及定期存款(仟元)	638,437.00	638,437.00
付息負債(仟元)	21,079.00	21,079.00
股權價值(仟元)	1,194,778.80	1,323,936.43
股數(仟股)	39,495.55	39,495.55
每股價值(元)	30.25	33.52

4.湯石照明股權價值

由於湯石照明為上櫃公司，具備客觀之公開市場價格可參考，故給予市價法 40% 權重；可比公司法之乘數中，因 EVREVENUE 乘數同時考量公司營收及資金結構配置因素，給予 30% 權重，計算每股理論價值合理區間如下：

評估摘要	評估方法		權重	股權價值
每股股權價值	市價法	平均收盤價	40%	\$29.94 ~ \$30.97
	可比公司法	本益比法	15%	\$25.26 ~ \$31.28
		股價淨值比	15%	\$22.21 ~ \$23.57
		EV/REVENUE	30%	\$30.25 ~ \$33.52
股權價值結論				\$28.17 ~ \$30.67

(三)湯石照明與大峽谷半導體股權交換比例

本次股權交換比例以前述市價法及市場法評估大峽谷半導體每股股權價值介於新台幣 16.88 元至 19.18 元；以市價法及市場法評估湯石照明每股股權價值介於新台幣 28.17 元至 30.67 元，計算股權交換比例合理區間為大峽谷半導體普通股 1.4688 股至 1.8174 股交換湯石照明普通股 1 股：

標的公司	評估方法		價格區間	交換比例
	市價法	可類比公司法		
湯石照明	\$29.94 ~ \$30.97	\$22.21 ~ \$33.52	\$28.17 ~ \$30.67	1
大峽谷	\$16.77 ~ \$19.80	\$15.96 ~ \$20.61	\$16.88 ~ \$19.18	1.4688 ~ 1.8174

七、評估意見及結論

綜上所述，經本會計師考量可量化之財務數據及市場客觀資料，分別以市價法及市場法評估，湯石照明與大峽谷半導體交換比例之合理區間為湯石照明普通股 1 股交換大峽谷半導體普通股 1.4688 股至 1.8174 股，本次預計交換比例為湯石照明普通股 1 股交換大峽谷半導體 1.72 股，尚屬合理。

專家簡歷

現職

元和聯合會計師事務所執業會計師

中華民國會計師公會專業教育委員會委員

經歷

中華民國會計師公會智庫委員會委員（2018年8月～2021年8月）

國立臺北商業大學會計學系講師（2020年8月～2022年7月）

私立東吳大學會計學系講師（2020年8月～2022年7月）

元照出版有限公司（月旦會計實務研究雜誌）副總編輯(2017年4月～2019年10月)

高點文教機構講師（2008年10月～2018年6月）

証業出版股份有限公司總編輯（1992年1月～2008年6月）

正業聯合會計師事務所合夥會計師（1992年1月～1999年6月）

景文技術學院講師（1999年8月～2001年7月）

文化大學推廣教育班講師（1998年10月～1999年6月）

學歷

國立臺灣大學 會計學所碩士（1991年9月～1994年6月）

國立臺灣大學 會計學系學士（1987年9月～1991年6月）

證照

會計師高考及格（83台財證登(六)字第2719號）

經濟部無形資產評價師（中級，證書字號：A-C21-0013-2019）

企業評價師（證書字號：00596）

教育部大專院校講師資格（講字第090485號）

Dated the 7th day of April 2023

TONS LIGHTOLOGY INC.

AND

TONS LIGHTOLOGY (CAYMAN) INC.

AND

STRONGLED LIGHTING SYSTEMS (CAYMAN) CO., LTD.

MERGER AND SHARE CONVERSION AGREEMENT

併購及股份轉換契約書

Merger and Share Conversion Agreement 併購及股份轉換契約書

This Merger and Share Conversion Agreement (this “Agreement”) is entered into as of April 7, 2023 by and among StrongLED Lighting Systems (Cayman) Co., Ltd., an exempted company incorporated under the laws of the Cayman Islands (“StrongLED”), Tons Lightology Inc., a company incorporated under the laws of the Republic of China (“Tons”), and Tons Lightology (Cayman) Inc., an exempted company incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Tons (“Merger Sub”, and together with StrongLED and Tons, the “Parties”).

本併購及股份轉換契約書（下稱「本契約」）係由依開曼群島法律設立之豁免公司大峽谷半導體照明系統（開曼）股份有限公司（下稱「大峽谷」）、依中華民國法律設立之湯石照明科技股份有限公司（下稱「湯石」），及依開曼群島法律設立之豁免公司且由湯石全資持有之Tons Lightology (Cayman) Inc.（下稱「開曼湯石」，與大峽谷及湯石合稱為「契約當事人」），於2023年4月7日簽訂。

RECITALS

前言

1. Whereas, the Boards of Directors of Tons (the "Tons Board") has unanimously (i) approved the merger of Merger Sub with and into StrongLED (the "Merger"), with StrongLED surviving the Merger, upon the terms and subject to the conditions set forth in this Agreement and becoming a direct wholly owned Subsidiary (as defined below) of Tons as a result of the Merger, and issuance of shares of Tons as consideration to acquire all issued share capital of StrongLED, (ii) approved the execution, delivery and performance by Tons and Merger Sub, as the case may be, of this Agreement and the consummation of the Merger and the other transactions contemplated hereby; and (iii) recommended the approval of the Share Issuance (as defined below) by the requisite vote of the Tons shareholders and the authorization and approval of this Agreement and the Merger and the Plan of Merger (as defined below) by Tons as the sole shareholder of Merger Sub;
1. 湯石之董事會（下稱「湯石董事會」）已：(i)同意開曼湯石與大峽谷合併，由大峽谷為存續公司（下稱「開曼合併」），湯石發行新股受讓大峽谷全部已發行股份，大峽谷並因開曼合併成為湯石直接全資持有之子公司；(ii)同意湯石及開曼湯石簽署、交付及履行本契約、執行開曼合併及其他本契約所約定之併購及其相關交易；及(iii)提請湯石股東依法決議通過核准本案新股發行（定義如下），及依法授權及核准本

契約、開曼合併及開曼法所要求合併計畫（定義如下）。

2. Whereas, the sole director of Merger Sub has (i) approved the Merger, with StrongLED surviving the Merger, upon the terms and subject to the conditions set forth in this Agreement and becoming a direct wholly owned Subsidiary of Tons as a result of the Merger, and (ii) approved the execution, delivery and performance by Merger Sub, as the case may be, of this Agreement and the consummation of the Merger and the other transactions contemplated hereby; and (iii) recommended the authorization and approval by way of special resolution of this Agreement and the Merger and the Plan of Merger by Tons as the sole shareholder of Merger Sub;
2. 開曼湯石之董事會已：(i)同意開曼湯石與大峽谷合併並併入大峽谷，依本契約之規定由大峽谷為存續公司，大峽谷並因開曼合併成為湯石直接全資持有之子公司；(ii)同意開曼湯石簽署、交付及履行本契約、合併計畫、並執行開曼合併及本契約所定其他交易；及(iii)提請開曼湯石股東依特別決議授權及核准本契約、開曼合併及開曼法所要求合併計畫。
3. Whereas, the Board of Directors of StrongLED (the "StrongLED Board") has unanimously (i) determined that it is in the best interests of StrongLED, and declared it advisable, to enter into this Agreement with Tons and Merger Sub and the Plan of Merger, (ii) approved the execution, delivery and performance by StrongLED of this Agreement and the Plan of Merger and the consummation of the Merger and the other transactions contemplated hereby and (iii) recommended the authorization and approval by way of special resolution of this Agreement, the Merger and the Plan of Merger by the shareholders of StrongLED.
3. 大峽谷之董事會（下稱「大峽谷董事會」）已：(i)決議為大峽谷之最佳利益，其建議與湯石及開曼湯石簽訂本契約及合併計畫；(ii)核可大峽谷簽署、交付及履行本契約、合併計畫、並執行開曼合併及本契約所定其他交易；及(iii)提請大峽谷股東會依特別決議授權並核准本契約、開曼合併及合併計畫。

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

基於本契約所載之前述事實與本契約所定之承諾及約定、及其他相當之對價，契約當事人同意如下：

ARTICLE 1

THE MERGER

第1條

開曼合併

Section 1.1. The Merger.

Subject to the terms and conditions of this Agreement, and in accordance with the Cayman Islands Companies Act (As Revised) (the "Cayman Companies Act"), on the Effective Date (as defined in Section 1.2 below), Merger Sub shall be merged with and into StrongLED in accordance with this Agreement, and the separate corporate existence of Merger Sub shall thereupon cease. Pursuant to and simultaneously upon the consummation of the Merger on the Effective Date, in accordance with the Cayman Companies Act, (i) StrongLED shall continue as the surviving company in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), becoming a wholly owned subsidiary of Tons, and (ii) the corporate identity, existence, powers, rights and immunities of StrongLED as the Surviving Corporation shall continue unimpaired by the Merger.

第1.1項 開曼合併

依本契約條款及開曼群島公司法（修訂版）（下稱「開曼公司法」），於基準日（定義請參第1.2項）時，開曼湯石應依本契約被大峽谷合併，開曼湯石不再存續。於基準日開曼合併完成時，根據開曼公司法，(i)大峽谷應為開曼合併之存續公司（下稱「存續公司」），成為湯石之全資子公司，及(ii)身為存續公司，大峽谷的公司同一性、存在、權力、權利及豁免應不因開曼合併而改變。

Section 1.2. Filing Certificate of Merger; Effective Date.

As soon as practicable following the satisfaction or, to the extent permitted by applicable law, waiver of the conditions set forth in Article 7 of this Agreement, if this Agreement shall not have been terminated prior thereto as provided in Article 8 below, Merger Sub and StrongLED shall execute a plan of merger (the "Plan of Merger") substantially in the form contained in Annex A hereto and the Parties shall file the Plan of Merger and other documents required to effect the Merger pursuant to the Cayman Companies Act with the Registrar of Companies of the Cayman Islands as provided in Section 233 of the Cayman Companies Act on the Closing Date (as defined in Section 1.3 below). The Merger shall become effective on the date when the Plan of Merger has been registered by the Registrar of Companies of the Cayman Islands (the "Effective Date").

第1.2項 申請合併證明書；基準日

在本契約第7條所訂條件成就後、或於法令允許範圍內免除第7條所訂條件後，倘本契

約未依第8條而終止，開曼湯石及大峽谷應於實際可行期間內依附表A簽署合併計畫（下稱「合併計畫」），且契約當事人應依開曼公司法第233條，在交割日（定義請參第1.3項），依開曼公司法向開曼群島登記單位遞交合併計畫及其他使開曼合併生效之其他文件。開曼合併應於合併計畫向開曼群島登記單位登記時生效（下稱「基準日」）。

Section 1.3. Closing of the Merger.

Unless otherwise mutually agreed in writing among the Parties, the closing of the Merger (the "Closing") will take place at October 31, 2023 or another date to be agreed between Tons and StrongLED (the "Closing Date"; for the avoidance of doubt, the Closing Date and Effective Date will be the same date), which shall be no later than the two (2) Business Day immediately following the satisfaction or waiver of the conditions set forth in Article 7 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions at the Closing). To the extent permissible by the applicable laws, the Board of Tons and StrongLED shall respectively authorize its chairman of the Board, to decide and reach the agreement whether any change of Closing Date.

第1.3項 開曼合併之交割

除非契約當事人另為書面同意外，開曼合併之交割（下稱「交割」）應於2023年10月31日或湯石及大峽谷雙方同意之其他日期（下稱「交割日」，為免疑義，本契約交割日與基準日應為同一日）進行，且該雙方同意之其他日期不得晚於本契約第7條所訂條件均已成就或被免除後的第2個營業日（不含本質上應於交割時成就之條件，但應限於視交割時其是否已被滿足或被免除之條件）。在法令允許範圍內，湯石及大峽谷之董事會應分別授權其董事長決定並就有無必要變更交割日達成協議。

Section 1.4. Effects of the Merger.

The Merger shall have the effects set forth herein and in the applicable provisions of the Cayman Companies Act. Without limiting the generality of the foregoing, and subject thereto, on the Effective Date, the Surviving Corporation shall succeed to and assume all the rights, property of every description, including choses in action, and the business, undertaking, goodwill, benefits, immunities and privileges, mortgages, charges or security interests and all contracts, obligations, claims, debts and liabilities of Merger Sub and StrongLED in accordance with the Cayman Companies Act.

第1.4項 開曼合併之效力

開曼合併應有本契約約定及開曼公司法所訂定之效力。於不違反前述約定之情況下，於基準日時，存續公司應依開曼公司法承受開曼湯石及大峽谷的所有權利、包含無體

財產權在內之各項財產，及營業、保證、商譽、利益、豁免及特權、抵押權、擔保或有價證券利益，及所有契約、義務、請求及負債。

Section 1.5. Memorandum and Articles of Association.

StrongLED shall take or cause to be taken all such actions as are necessary to cause the amendments to its then effective memorandum and articles of association and to adopt the memorandum and articles of association (the "**Articles**") in the form annexed at Annex B by a special resolution of its shareholders to take effect on the Effective Date.

第1.5項 組織大綱及章程

大峽谷應於基準日使大峽谷章程修正案生效如附件B。

Section 1.6. Directors of Surviving Corporation.

The current directors of StrongLED shall hold office until the Effective Date. On the Effective Date, the board of directors of the Surviving Corporation shall be appointed as determined by Tons and subject to such determination, the current directors of the Surviving Corporation whose term of office have not yet expired, shall continue to hold office in accordance with the Articles of the Surviving Corporation until they are removed or resign in accordance with the Articles of the Surviving Corporation.

第1.6項 存續公司董事

大峽谷之現任董事，應任職至基準日時。於基準日，應由湯石指派存續公司之新任董事，存續公司之現任董事應繼續行使其職權至任期屆滿或依章程辭任或解任為止。

ARTICLE 2

CONVERSION AND ISSUANCE OF SHARES

第2條

股份轉換與發行

Section 2.1. Conversion of Securities. Share Issuance.

第2.1項 有價證券轉換；本案新股發行。

On the Effective Date, by virtue of the Merger and without any action on the part of any of the Parties:

(a) Securities of Merger Sub. Each one (1) ordinary share, par value US\$1 per share, of Merger Sub issued and outstanding immediately prior to the Effective Date shall be cancelled in

exchange for the right to receive one (1) fully paid ordinary share, par value NT\$10 per share, of the Surviving Corporation. Such share(s) shall be the only issued and outstanding share capital of the Surviving Corporation.

於基準日時，因通過開曼合併、且無須契約當事人任何一方之任何行為：

(a) 開曼湯石股份 開曼湯石在基準日前發行並流通在外之每一普通股（每股面額美金1元），應可取得每股面額新台幣10元之存續公司普通股股份1股。該等股份應為存續公司唯一發行且在外流通之股份權益。

(b) Merger Consideration. On the Effective Date, each 1.72 ordinary share, par value NT\$10 per share, of StrongLED (the "StrongLED Share") issued and outstanding immediately prior to the Effective Date (individually, a "StrongLED Share" and collectively, the "StrongLED Shares") (other than the Excluded Shares and any StrongLED Dissenting Shares), shall be cancelled in exchange for the right to receive one (1) (1:1.72, the "Exchange Ratio") validly issued, fully paid, non-assessable ordinary shares, par value NT\$10 per share, of Tons (the "Tons Shares").

As of the Effective Date, the number of Tons Shares to be issued by Tons is estimated to consist of the issue of 18,389,534 new Tons Shares (the "Merger Consideration"), at the par value of NT\$10 per share, to be issued by Tons to StrongLED Shareholders (excluding the holders of Excluded Shares and StrongLED Dissenting Shares) in order to perform Tons's obligations with respect to the Merger (the "Share Issuance"). The total amount of increased capital represented by such Share Issuance is expected to be NT\$183,895,340. Notwithstanding anything to the contrary in this Agreement, the total number of the Tons Shares which Tons is obligated to issue under this Agreement shall be calculated based on the number of total StrongLED Shares (excluding any Excluded Shares and StrongLED Dissenting Shares) issued and outstanding immediately prior to the Effective Date in accordance with the Exchange Ratio. As of the Effective Date, each 1.72 StrongLED Share (other than the Excluded Shares and any StrongLED Dissenting Shares) shall thereafter represent only the right to receive one Tons Share, without interest, provided that StrongLED Dissenting Shares (as defined below) shall be treated in the manner set forth in Section 2.5, and the register of members of StrongLED will be updated accordingly. As of the Effective Date, Tons shall issue new shares based on the Exchange Ratio, to StrongLED Shareholder as recorded in the shareholders' register at that time according to statute procedures.

(b) 對價 於基準日時，湯石發行之普通股每1股（每股面額新台幣10元）（下稱「湯石股份」）可取得大峽谷在基準日前發行並在外流通之普通股（每股面額新台幣10元）（下稱「大峽谷股份」）（不含除外股份及任何大峽谷異議股東股份）1.72股（1：

1.72，下稱「換股比例」）。湯石為履行本契約義務，而需增發之股份數（下稱「對價」），預計發行每股面額新台幣10元整之普通股共18,389,534股湯石股份予大峽谷股東（大峽谷異議股東股份及除外股份，則無須發行新股予以換發）（下稱「本案新股發行」）。本案新股發行總計發行新股股份總額預計為新台幣183,895,340元整。惟湯石依本契約應發行之湯石股份總數，仍應以大峽谷截至基準日，依其實際發行之普通股股數，按換股比例計算之。

在基準日時，每1.72股大峽谷股份（不含除外股份及任何大峽谷異議股東股份）應僅代表不計息取得1股湯石普通股之權利，惟大峽谷異議股東股份（定義如下）應依第2.5項處理，大峽谷之股東名簿亦應因此修訂。湯石應於基準日依照法定程序，按大峽谷當時股東名簿所載各股東持有大峽谷股份情形，按換股比例，換發新股予大峽谷股東。

(c) Excluded Shares. Notwithstanding Section 2.1(b), each StrongLED Share that is (i) held by StrongLED as treasury shares immediately prior to the Effective Date or (ii) held by Tons immediately prior to the Effective Date (collectively, the "Excluded Shares") shall, upon the Effective Date, by virtue of the Merger and without any action on the part of its holder, automatically be cancelled and cease to exist, and in the case of the StrongLED Shares held by Tons, shall no longer be issued or outstanding, and the register of members of StrongLED will be updated accordingly, and no consideration shall be delivered or deliverable in exchange therefor.

(c) 除外股份 不受第2.1(b)項之限制，每一大峽谷股份 (i)於基準日前由大峽谷持有之庫藏股或(ii) 於基準日前由湯石所持有者（下合稱「除外股份」），於基準日時，應停止存在，且不再發行或流通在外，大峽谷之股東名簿亦應因此修訂，且無須交付或應交付任何對價。

(d) Exchange Ratio Adjustments. Tons and StrongLED agree that without prejudice to Article 5 of this Agreement, or in the event that the Party is in default of any provision under this Agreement and the non-defaulting Party elects not to exercise the right to terminate this Agreement, if any of the following events occurs during the period from the date of this Agreement till the Effective Date, the Board of each Party, no later than the day immediately preceding the Effective Date, shall be authorized to negotiate on and determine to adjust the Exchange Ratio ("Exchange Ratio Adjustment") under Section 2.1.(b) and the Exchange Ratio Adjustment shall not require any further approval or resolution from the shareholders of each Party. Tons and StrongLED shall submit a motion to the shareholders' meeting when submitting the Merger, authorizing the boards of directors of both Parties to negotiate on the Exchange Ratio Adjustment, with no need to convene a separate shareholders' meeting to make a

resolution. The formula of Exchange Ratio Adjustment shall be negotiated between the Parties and provided by the written agreement entered into by the Parties.

(d) 換股比例調整 湯石及大峽谷雙方同意在不違反本契約第5條之約定，或有違反本契約約定但未違約方當事人不擬終止本契約情形下，如於本契約簽訂日至基準日（股份轉換基準日）之間發生下列任一情事時，契約當事人授權董事會得共同協商決定本契約第2.1(b)條所同意之換股比例調整事宜（下稱換股比例調整），而無庸另行召開湯石或大峽谷之股東會。湯石及大峽谷應於提報股東會決議開曼合併案時一併提請股東會決議，授權雙方董事會協議換股比例調整事宜，無須另行召開股東會決議之。換股比例調整之公式則應由契約當事人另行協商並以書面訂定之。

(i) With the prior written consents of the other party, StrongLED or Tons conducted capitalization by retained earnings, capitalization by capital reserve, capital increase for cash injection, capital reduction or share or stock dividend issuance (except for the issuance of new shares to fulfill the obligation incurred by the convertible bonds exercised by the holders thereof or incurred by the employee options exercised by either party's employee), issuance of convertible corporate bonds, issuance of corporate bonds with warrants, preferred shares with warrants, stock warrants, or other equity based securities..

(ii) With the prior written consents of the other party, StrongLED or Tons repurchases or has repurchased its shares (except for the repurchase of StrongLED Dissenting Shares pursuant to the Cayman Companies Act and repurchase of shares by Ton from Ton's shareholders dissenting the transaction hereunder pursuant to Taiwan laws (the "Ton Dissenting Shares")).

(iii) StrongLED or Tons repurchases or has repurchased StrongLED Dissenting Shares or Ton Dissenting Shares pursuant to the Cayman Companies Act or Taiwan laws, and the total amount of such repurchased Dissenting Shares is more than 5% of total issued and outstanding shares of StrongLED or Tons.

(iv) StrongLED, Merger Sub or Tons has (A) made material capital expenditure or material expenses, (B) disposed of any of its material assets, (C) suffered from the material nature disaster, or other force majeure event, or (D) made material change to the matter with respect to its finance or business, occurrence of material litigation, or other event which has a StrongLED Material Adverse Effect or Tons Material Adverse Effect, as the case maybe, and such event listed in (A) to (D) has caused the Exchange Ratio as agreed by the Parties become obviously unfair to any Party.

(v) Any change or amendment to the applicable mandatory regulations, laws, rules, orders or rulings or decrees issued by any of the competent Governmental Entities and hence corresponding adjustment of the Exchange Ratio under Section 2.1(b) is required.

(vi) An increase, decrease or change of the number of entities or companies participating in transaction under this Agreement.

(i) 大峽谷或湯石經他方事前書面同意之下，辦理盈餘轉增資，資本公積轉增資、現金增資或減資，發行股票股利（但如因執行可轉換公司債或員工認股權所發行之股份不在此限）、發行轉換公司債、發行附認股權公司債、附認股權特別股、認股權憑證或其他具有股權性質之有價證券。

(ii) 湯石或大峽谷經他方事前書面同意之下，買回其公司股份（不包含大峽谷或湯石依法買回大峽谷或湯石異議股東股份之情形）。

(iii) 大峽谷或湯石依法買回大峽谷或湯石異議股東股份，且所買回之股份超過該買回之契約當事人已發行且流通在外股份總數之5%。

(iv) 大峽谷、開曼湯石或湯石如有(A)重大資本支出或費用支出，(B)處分其重大資產，(C)發生重大災害或重大不可抗力，(D)財務或業務做出重大變更，產生重大訴訟或其他有大峽谷、開曼湯石或湯石重大不利影響之行為或情事產生，以致依據原換股比例進行股份轉換顯失公平時。

(v) 因法令之強制或禁止規定，法令變更、或由相關有權主管機關所為核示或行政處分，以致有調整本契約第2.1(b)條所訂換股比例之必要時。

(vi) 參與本契約約定交易之主體或家數發生增減變動時。

For purpose of this Section 2.1(d), the term “material” or “Material” herein means any event which would have an effect, adverse or positive, on the latest audited (consolidated) financial statements of Tons or StrongLED to the extent that such affected Party’s net asset value in such latest reviewed or audited financial statements will as a result increase or decrease (accumulatively during the period from the date of this Agreement till the day immediately preceding the Effective Date) by 5% or more comparing to such party’s 2022 annual audited financial statements. For the avoidance of doubt, if Tons or StrongLED has disclosed the unaudited financial statements as of February 2023 to other party in writing before this Agreement, the effect in January and February 2023 will not be included in the previous calculation.

本2.1(d)項所稱「重大」，係指其事狀程度對於湯石或大峽谷之最近期經核閱或查核簽證之合併財務報告可能導致之負面或正面影響，相較於其2022年之經查核簽證之年度財務報告，淨值累計（自本契約簽約日至基準日前止）將增加或減少百分之五（含）以上之情形。為免疑義，湯石或大峽谷如已於本契約生效日前，以書面揭露截至2023年2月之自結報表予他方知悉者，2023年1月及2月之影響數，即不列入前開計算。

Section 2.3. Exchange Procedures.

第2.3項 交換程序

(a) Holders of StrongLED Shares. Each registered holder of StrongLED Shares (except the holders of Excluded Shares and StrongLED Dissenting Share) shall be entitled to receive the certain amount of Tons Shares which equal to the number of StrongLED Shares held on the Effective Date divided by Exchange Ratio (the “Per Share Merger Consideration ”), without interest, the registered holder of such StrongLED Shares shall have no further rights in respect of such StrongLED Shares, other than the right to receive the Per Share Merger Consideration as contemplated by this Article 2, without interests.

(a) 大峽谷股份持有人 每一位大峽谷股份之登記持有人（除了除外股份及大峽谷異議股東股份以外）應有權於基準日時取得按其所持有之大峽谷股數除以換股比例且不計息之湯石股份（下稱「每股對價」）。於基準日時，除依本契約第2條取得不計息每股對價之權利外，該大峽谷股份之登記持有人對於該大峽谷股份不再有任何權利。

(b) Settlement of Fractional Securities. No fractional Tons Shares shall be issued to holders of StrongLED Shares as part of the total Merger Consideration. Each holder of StrongLED Shares (except the holders of Excluded Shares and Dissenting Shares) who would have received fractional Tons Shares shall receive a cash payment , which is converted in proportion according to the par value (rounded down to the nearest dollar) by Tons pursuant to this Section 2.3(b), and Tons’s chairman of the Board is hereby authorized to proceed with the sale of such fractional shares, at the closing price of Tons Share on the last trading date immediately before the Effective Date, to any specific third party for the above purpose.

(b)畸零股之處理 湯石將不發行畸零股作為應發給大峽谷股份持有人之合併對價總額之一部分。每一原應收到湯石股份畸零股之大峽谷股份持有人（除了除外股份及大峽谷異議股東股份的持有人外），由湯石依本2.3(b)項規定，依發行面額按比例折算現金（計算至「元」為止，「元」以下無條件捨去）支付予該等大峽谷股份持有人，並授權湯石董事長為上述目的洽特定人以基準日前一營業日之湯石股份收盤價承購該等畸零股份。

Section 2.4 No Further Ownership Rights.

Subject to Section 2.5, the Merger Consideration paid in respect of StrongLED Shares in accordance with the terms of this Article 2 shall be deemed to have been paid in full satisfaction of all rights pertaining to StrongLED Shares. From and after the Effective Date, the StrongLED Shares shall no longer be outstanding and be cancelled and cease to exist, and the holders of

StrongLED Shares issued and outstanding immediately prior to the Effective Date shall cease to have any rights with respect to such StrongLED Shares except as otherwise provided for herein or by applicable laws.

第2.4項 無所有權權利

依第2.5項，依第2條就大峽谷股份給付之對價，應視為已完全滿足大峽谷股份包含之所有權利。自基準日起，基準日前已發行且在外流通的大峽谷股份應不再對外流通且不存在，其持有人除本契約規定或法令另有規定外，應不再就該大峽谷股份有任何權利。

Section 2.5 Dissenting Shares.

No Person who has validly exercised such Person's rights to dissent from the Merger pursuant to Section 238 of the Cayman Companies Act shall be entitled to receive the Per Share Merger Consideration with respect to StrongLED Shares owned by such Person (the "StrongLED Dissenting Shares") unless and until such Person shall have effectively withdrawn or lost such Person's rights to dissent from the Merger under the Cayman Companies Act. If a holder of Dissenting Shares effectively withdraws its demand for, or loses its rights to, dissent from the Merger pursuant to Section 238 of the Cayman Companies Act with respect to any Dissenting Shares, such StrongLED Shares shall cease to be Dissenting Shares. Each Dissenting Share shall be entitled to receive only the payment resulting from the procedure in Section 238 of the Cayman Companies Act.

任何人已依開曼公司法第238條有效行使對開曼合併之異議權時，其就持有之大峽谷股份（下稱「大峽谷異議股東股份」）就不得收取每股對價，除非該人已有效地撤銷或喪失其依開曼公司法對開曼合併之異議權。倘大峽谷異議股東股份持有人就其任一大峽谷異議股東股份，有效地撤銷其依開曼公司法第238條對開曼合併之異議要求或喪失其異議權時，該大峽谷股份不再為大峽谷異議股東股份。每一大峽谷異議股東股份僅得取得開曼公司法第238條所定程序之給付。

Section 2.6 Agreement of Fair Value.

Tons, Merger Sub and StrongLED respectively agree that the Per Share Merger Consideration represents the fair value of StrongLED Shares for the purposes of Section 238(8) of the Cayman Companies Act.

第2.6項 公平市價

湯石、開曼湯石及大峽谷分別同意每股對價即為大峽谷股份在開曼公司法第238(8)條下之公平市價。

Section 2.7 The amendments to Tons Articles.

Tons agrees that pursuant to Section 6.5, Tons's articles of incorporation (the "Tons Articles") shall be as set out in the particulars as provided respectively under Annex C attached hereto.

第2.7項 湯石章程需變更事項及發行新股之總數、種類、數量及其他有關事項

湯石同意依據第6.5項，其章程需變更事項於附表C定之。

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF STRONGLLED

第3條

大峽谷的聲明與保證

Except otherwise disclosed by StrongLED in writing delivered to Tons(the "StrongLED Disclosure Schedule") StrongLED hereby represents and warrants to Tons and Merger Sub that: 除大峽谷另以書面向湯石揭露之事項外，大峽谷向湯石及開曼湯石聲明及保證如下：

Section 3.1 Organization and Qualification.

第3.1項 組織與資格

StrongLED and each of its Subsidiaries is a corporation or legal entity duly incorporated or organized, validly existing and in good standing (with respect to jurisdictions that recognize the concept of good standing) under the laws of the jurisdiction of its incorporation and has all requisite corporate, partnership or similar power and authority to own, lease and operate its properties and to carry on its businesses as now conducted. StrongLED and each of its Subsidiaries is duly qualified or licensed to do business in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so qualified or licensed is not material.

(a) 大峽谷及其子公司係依所設立之法律合法設立（依承認有效存在概念的相關法領域而言）目前仍有效存在之組織或法律主體，並具備所有、出租並使用其財產以及經營目前之營業所需之所有必要之公司或其他類此能力與權限。大峽谷及其子公司於其所有、租賃或使用之財產或經營之營業所在之法律領域已獲必要之資格或合法之授權以從事營業，但若不具備此等資格或授權並非重要者，不在此限。

(b) Except as disclosed by StrongLED in the StrongLED Disclosure Schedule, StrongLED does not directly or indirectly, nominally or substantially, own any equity or other securities of any

other entity, or invest in any other entity.

(b) 除大峽谷另以書面揭露之事項外，大峽谷並未直接或間接、名義上或實質上擁有其他任何主體之股權或其他證券，或對其他任何主體進行投資。

Section 3.2 Capitalization.

第3.2項 資本

(a) As of the date of this Agreement, the authorized share capital of StrongLED is NT\$ 600,000,000 divided into 60,000,000 ordinary shares of par value NT\$10 each. As of the date of this Agreement, (1) 37,010,000 StrongLED Shares were issued and outstanding; and (2) no preferred or special shares or any other securities convertible into or exchangeable for any share capital or any equity equivalents are issued and outstanding.

(a) 至本契約簽署日止，大峽谷之授權資本額為新臺幣600,000,000元，分為普通股60,000,000股，每股面額為新臺幣10元。至本契約簽署日止，(1)大峽谷已發行及在外流通之股數為37,010,000股；(2)無優先或特別股或其他可轉換或交換為股份權益或其他股權性質有價證券。

(b) StrongLED has no secured creditors and has granted no fixed or floating security interests that are outstanding.

(b)大峽谷並無有擔保債權人，其亦未設定任何固定或浮動擔保或設質予他人。

Section 3.3 Authority

第3.3項 合法授權

(a) StrongLED has all necessary corporate power and authority to execute and deliver this Agreement and, subject to, obtaining the Required StrongLED Shareholders' Approval, to consummate the transactions contemplated hereby. The StrongLED Board has duly and validly authorized the execution, delivery and performance of this Agreement and approved the consummation of the transactions contemplated hereby, and has at a meeting duly called and held or by written resolutions (i) approved, and declared advisable this Agreement, the Merger and the Plan of Merger and the other transactions contemplated hereby; (ii) determined that such transactions are advisable and fair to, and in the best interests of, StrongLED and its shareholders and (iii) recommended that the shareholders of StrongLED approve and authorize this Agreement, the Merger and the Plan of Merger. No other corporate proceedings on the part of StrongLED are necessary to authorize and approve this Agreement, the Merger or the Plan

of Merger or to consummate the transactions contemplated hereby (other than, the Required StrongLED Shareholders' Approval). This Agreement has been duly and validly executed and delivered by StrongLED and, assuming the due authorization, execution and delivery by Tons and Merger Sub, constitutes a valid, legal and binding agreement of StrongLED, enforceable against StrongLED in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "Bankruptcy and Equity Exception").

(a) 取得必要股東同意之前提下，大峽谷有簽署及交付本契約之所有必要權利及授權，以完成本契約所定之交易。大峽谷董事會合法及有效授權本契約之簽署、交付及履行並且同意本契約所定交易之完成，並於合法召集之會議：(i)通過本契約、開曼合併、合併計畫及本契約所定交易；(ii)決定本交易適當可行並且對大峽谷及其股東而言，係公平並符合最大利益；及(iii)提請大峽谷股東同意並授權本契約、開曼合併及合併計畫。大峽谷已無其他授權或同意本契約、開曼合併、合併計畫及本契約所定交易之必要程序（但大峽谷必要股東同意不在此限）。本契約由大峽谷合法及有效之簽署並交付，並於湯石及開曼湯石有效授權簽署及交付之前提下，構成對於大峽谷有效、合法、及具有拘束力之約定，並可依相關條件對於大峽谷執行之，但破產、無清償能力、虛偽移轉、重整、延期償付與其他關於或影響債權人權利或一般性權益原則之類似法令不在此限（下稱破產及權益例外）。

(b) StrongLED has obtained or will, by Closing, have obtained all consents, approvals and authorizations that it may be required (under applicable laws, contracts or otherwise) to obtain to perform its obligations under this Agreement and any related documents.

(b) 大峽谷已取得或於交割前將取得所有（依可適用之法律或契約或其他）所必要之同意、許可或授權，以履行本契約或其他相關文件之義務。

Section 3.4 Financial Statements.

第3.4項 財務報表

(a) The audited consolidated financial statements of StrongLED (and the notes thereto) for the fiscal year ended December 31, 2022 StrongLED provided to Tons have been prepared in accordance with International Financial Reporting Standards ("IFRS") applied on a consistent basis throughout the periods presented, and presented fairly the financial position of StrongLED and its consolidated Subsidiaries as of the dates indicated and the results of operations and changes in financial position. Such StrongLED financial statements shall contain to no material falsehood, error or nondisclosures. Except otherwise disclosed by StrongLED in writing, there

is no Material Adverse Effect not been reflected on the financial statements after December 31, 2022. (a) 大峽谷提供予湯石經查核簽證之2022年度合併財務報告及係依國際財務報導準則(IFRS)編製，足以允當表達該期之財務狀況及經營成果，無任何重大虛偽不實、錯誤或隱匿之情事；且於資產負債表日後，除大峽谷另以書面揭露者外，並無任何尚未反映於財務報告之重大不利變化。

(b) StrongLED and its Subsidiaries have the legitimate rights to own or use the tangible assets listed in account without any form of burden. The use, income and disposal of such assets are not subject to any restrictions and can continue to be exercised after the Effective Date. There is no Material Adverse Effect not been reflected on the financial statements after December 31, 2022.

(b) 大峽谷及其子公司對於帳列有形資產皆擁有合法的所有或使用權利，不存在任何形式之負擔，其使用、收益及處分，不受任何拘束或限制，得以在基準日後繼續加以利用；且於資產負債表日後，並無任何尚未反映於財務報告之重大不利變化。

(c) Reserves are reflected on the Strong Financial Statements against all liabilities of StrongLED and its Subsidiaries in amounts that have been established on a basis consistent with the past practices of the StrongLED and the Subsidiaries and in accordance with IFRS. Except for the liabilities disclosed in the 2022 annual financial report provided by StrongLED or incurred since the date thereof in the ordinary course of business, there are no additional major liabilities, contingent liabilities, obligations or burdens which have a StrongLED Material Adverse Effect since the balance sheet date.

(c)大峽谷及其子公司所有負債，已依大峽谷及其子公司一致過去慣例及IFRS計算以提列準備之數額，並已反映於大峽谷財務報表內。除大峽谷提供2022年度財務報告中已揭露或因通常業務行為所產生之負債外，自資產負債表日後，大峽谷並未新增任何重大負債、或有負債、義務或負擔達重大不利影響之情事

Section 3.5 Consents and Approvals; No Violations.

第3.5項 同意及許可；不違反

(a) The execution, delivery and performance of this Agreement by StrongLED do not, and the consummation by StrongLED of the transactions contemplated hereby will not constitute or result in (i) (assuming the Required StrongLED Shareholders' Approval is duly obtained and passed) any breach of any provision of the respective memorandum and articles of association (or similar governing documents) of StrongLED or any of StrongLED 's Subsidiaries, or (ii) a

violation or breach of, or (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration of an obligation or the creation of any Liens (other than any Liens created as a result of any actions taken by StrongLED)) under, any of the terms, conditions or provisions of any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument (each, a "Contract") or obligation to which StrongLED or any of StrongLED's Subsidiaries is a party or by which any of them or any of their respective properties or assets may be bound.

(a) 大峽谷關於本契約之簽署、交付及履行及本契約所定交易之完成，並不會構成下列結果：(i) (若大峽谷必要股東會決議已合法取得並通過) 大峽谷或其子公司章程 (或類似文件) 之違反；或(ii)違反 (無論是否需要合法通知或經過一定期間或兩者皆需要之情況)、抵觸 (發生終止、補充、取消或提早義務或任何負擔 (並非因大峽谷所採取任何行動所造成之負擔)) 大峽谷或其子公司為一方當事人或渠等財產受到拘束之票據、債券、抵押、租賃、授權、契約、約定或其他文件 (下稱「契約」) 條款或義務所列之條件。

Section 3.6 Legal Proceedings.

Except otherwise disclosed in the StrongLED Disclosure Schedule by StrongLED, neither StrongLED nor any of its Subsidiaries is a party to any, and there are no pending or, to the Knowledge of StrongLED, threatened, material Proceedings of any nature against StrongLED or any of its Subsidiaries or to which any of their equity interests, material properties or assets is subject. There is no material judgment outstanding against StrongLED, any of its Subsidiaries or any of their equity interests, material properties or assets.

第3.6條 法律程序

除大峽谷另以大峽谷揭露清單揭露者外，並無大峽谷或其子公司為當事人而對大峽谷或其子公司所提起未決的、或依大峽谷所知可能發生的重大法律程序，其中包括其股份權益或重大資產或財產可能受到限制者。並無對於大峽谷或其子公司或其股份權益、重要資產、財產不利之已發生的重要判決。

Section 3.7 Permits; Compliance with Applicable Laws.

StrongLED and its Subsidiaries hold all material permits, licenses, variances, exemptions, orders and approvals of all Governmental Entities necessary for the lawful conduct of their respective businesses (the " StrongLED Permits"), and are in material compliance with the terms of StrongLED Permits. Neither StrongLED nor any of its Subsidiaries is or has been in material violation of any laws applicable to StrongLED or its Subsidiaries. No investigation or

review by any Governmental Entity with respect to StrongLED or its Subsidiaries is pending or, to StrongLED's Knowledge, threatened, nor to StrongLED's Knowledge has any Governmental Entity indicated an intention to conduct the same, in each case with respect to a material violation of applicable laws.

第3.7項 許可、遵守可適用之法律

大峽谷及其子公司已取得所有必要之政府機關重要許可、執照、變更、豁免、命令或核准，以合法經營其事業（下稱大峽谷許可），並遵守大峽谷許可之條件。大峽谷或其子公司並未有重大違反可適用於大峽谷或其子公司之法令。並無政府機關所為關於大峽谷或其子公司關於重大違反相關法令之未決的、或依大峽谷所知可能發生的調查或審查，亦無大峽谷所知任何政府機關有意採取的調查或審查。

Section 3.8 Taxes.

第3.8項 稅

(a) Each of StrongLED and its Subsidiaries has duly and timely filed, or has caused to be timely filed on its behalf (taking into account any extension of time within which to file), all material Tax Returns required to be filed by it, and all such filed Tax Returns are true, complete and accurate in all material respects.

(a) 大峽谷及其子公司已經合法即時提出、或經代理於期限內提出（包含期限延展之情況）所有必須提出之重要稅務申報。此等已提出之稅務申報於各重要方面皆屬真實、完整、正確。

(b) No deficiency with respect to a material amount of Taxes has been proposed, asserted or assessed against StrongLED or any of its Subsidiaries, other than any deficiency which has been paid or is being contested in good faith in appropriate Proceedings.

(b) 並無對於大峽谷或其子公司關於重大稅負金額未足額繳納之提出、請求或課徵，但前述不足數額已經支付或已善意依合理程序提出異議者，不在此限。

(c) All material amounts of Taxes required to be withheld by StrongLED and each of its Subsidiaries have been timely withheld, except as would not individually or in the aggregate, have an StrongLED Material Adverse Effect, and to the extent required by applicable laws, all such withheld amounts have been timely paid over to the appropriate Governmental Entity.

(c) 大峽谷及其子公司所必須扣繳之所有重大稅負金額已經於期限內扣繳之，但個別或總體如無法造成對於大峽谷重大不利影響者不在此限。依據可適用之法令，此等扣繳數額已於期限內支付予適當之政府機關。

(d) No audit or other administrative or court proceedings are pending with respect to any material amounts of Taxes of StrongLED or any of its Subsidiaries and no written notice thereof has been received, except as would not, individually or in the aggregate, have an StrongLED Material Adverse Effect.

(d) 大峽谷或其子公司並無關於其稅負重大金額所生之查核或未決的行政或司法程序，亦未曾收悉相關書面通知，但個別或總體如無法造成對於大峽谷之重大不利影響者不在此限。

Section 3.9 Contracts.

第3.9項 契約

StrongLED has not breached any contract, agreement, statement, commitment, guarantee, warrant, or other obligations that it should be bound, which would have a StrongLED Material Adverse Effect on its finances, business or operations.

大峽谷並未違反其應受拘束之任何契約、協議、聲明、承諾、保證、擔保或其他義務之情事，而對大峽谷之財務、業務或營運有重大不利影響者。

Section 3.10 Intellectual Property.

StrongLED and its Subsidiaries own or have sufficient rights to use all Intellectual Property that is material to or necessary for the operation of their business, except as would not, individually or in the aggregate, have an StrongLED Material Adverse Effect. Except for StrongLED Intellectual Property, there are no other items of Intellectual Property that are material to or necessary for the operation of the business of StrongLED and its Subsidiaries. StrongLED or one of its Subsidiaries is the exclusive owner of all right, title and interest in and to each item of material StrongLED Owned Intellectual Property, free and clear of all Liens (other than non-exclusive licenses granted in the ordinary course of business consistent with past practice), or any obligation to grant any Lien. StrongLED has a valid license to use the material StrongLED Licensed Intellectual Property in connection with and as used in the operation of the business of StrongLED and its Subsidiaries as currently conducted, subject only to the terms of StrongLED IP Agreements.

第3.10項 智慧財產權

大峽谷及其子公司擁有或有充分權利使用重要或其營業所必須之所有智慧財產權，但個別或總體如無法造成對於大峽谷之重大不利影響者，不在此限。除大峽谷智慧財產權外，並無其他重要且對於大峽谷或其子公司營業所必需之智慧財產權。大峽谷或其子公司為重要的大峽谷所有之智慧財產權的全部權利或利益之專屬所有者，其上無任

何負擔（除於日常營運範圍內依過去慣例所為之負擔許可及非專屬授權外），亦無義務賦予任何負擔。關於或目前用於大峽谷及其子公司營業或與其等營業相關之重要大峽谷被授權智慧財產權，大峽谷擁有有效之授權，僅需依照大峽谷智慧財產權契約之條件予以使用。

Section 3.11 Related Person Transactions.

The transactions between StrongLED and its Related Person have been disclosed in its financial statements in accordance with IFRS and IAS, in compliance with in the normal course of operation, and has no caused StrongLED Material Adverse Effect.

第3.11項 關係人交易

大峽谷與其關係人間之交易均已依國際財務報導準則及國際會計準則於其財務報告中揭露，且均符合營業常規，且無造成大峽谷重大不利影響之情事。

Section 3.12 Labor Matters.

There are no collective bargaining agreements which pertain to StrongLED Employees. (i) There are no pending labor disputes between StrongLED or any of its Subsidiaries, on the one hand, and any StrongLED Employee, on the other hand, (ii) each of StrongLED and its Subsidiaries is in compliance in all material respects with all applicable laws relating to employment, termination, wages and hours and social security, in each case, with respect to each of the StrongLED Employees (including those on layoff, disability or leave of absence, whether paid or unpaid); and (iii) StrongLED has no liability with respect to, and has timely made all payments due to, and recorded on its books all amounts properly accrued in respect of, all applicable employment insurance and fund, including but not limited to endowment insurance, the medical insurance, unemployment insurance, employment injury insurance, maternity insurance and housing provident fund and there are no proceedings pending with respect to such employment insurance or fund.

第3.12項 勞工事項

並無關於大峽谷員工之團體協約。(i)大峽谷或其子公司與任何大峽谷員工間並無未決的勞動爭議、(ii)大峽谷及其子公司於各重要方面應遵守所有可適用關於大峽谷員工（包含解雇、失能或未到職、無論有償或無償）之勞工、終止、薪資、工時、社會安全的相關法令、(iii)大峽谷及其子公司已於期限內依法支付適用之員工保險及基金（包括但不限於養老保險、醫療保險、工傷保險、失業保險、生育保險及住房公積金）之款項，並將所生之全部數額紀錄於帳冊，並無任何相關債務，亦無未決的員工保險或基金相關法律程序。

Section 3.13 Customers and Suppliers; Adequacy of Supply.

None of StrongLED's and its Subsidiaries' top ten (10) customers by revenue (each a "Top Customer") and none of the Company's top ten (10) suppliers by expenditures (each a "Top Supplier"), in each case for the twelve (12) months preceding the date of this Agreement, measured by amounts received by or paid to such party, has canceled or otherwise terminated, or made any written threat or notice to cancel or otherwise terminate its relationship with to any of StrongLED or its Subsidiaries, or has decreased materially or made any written threat or notice to decrease materially its services or supplies to StrongLED or its Subsidiaries in the case of any such Top Supplier, or its usage of the services or products of StrongLED or its Subsidiaries in the case of any such Top Customer. Neither StrongLED nor its Subsidiaries has received written notice from any Top Supplier of any failure in StrongLED's or its Subsidiaries' ability to obtain from such Top Supplier, the raw materials, supplies or component products required for the manufacture, assembly or production of its products.

第3.13項 客戶和供應商；供應充足

佔大峽谷及其子公司收入前十名之客戶（下稱前十大客戶）及佔支出前十名之供應商（下稱前十大供應商）（以本契約簽署日前十二個月，該方收到或支付予該方之金額計算），並未取消或以其他方式終止，或發出任何書面威脅或通知以取消或以其他方式終止與大峽谷或其子公司之關係，或已重大減少或發出任何書面威脅或通知，（前十大供應商）以重大減少其對大峽谷或其子公司的服務或供應，或（前十大客戶）減少使用大峽谷或其子公司的服務或產品。大峽谷及其子公司均未收到任何前十大供應商之書面通知，表明大峽谷或其子公司無法從該供應商處獲得製造、組裝或生產產品所需的原材料、供應品或組件產品。

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF TONS AND MERGER SUB

第4條

湯石及開曼湯石之聲明與保證

Except otherwise disclosed by Tons in writing delivered to StrongLED (the "Tons Disclosure Schedule"), Tons and Merger Sub hereby jointly and severally represent and warrant to StrongLED that:

除湯石另以書面向揭露大峽谷揭露之事項外，湯石及開曼湯石連帶向大峽谷聲明及保

證如下：

Section 4.1 Organization and Qualification.

(a) Tons and each of its Subsidiaries is a corporation or legal entity duly incorporated or organized, validly existing and in good standing (with respect to jurisdictions that recognize the concept of good standing) under the laws of the jurisdiction of its incorporation and has all requisite corporate, partnership or similar power and authority to own, lease and operate its properties and to carry on its businesses as now conducted. Tons and each of its Subsidiaries is duly qualified or licensed to do business in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so qualified or licensed is not material.

第4.1項 組織與資格

(a) 湯石及其子公司係依所設立之法律合法設立、（依承認有效存在概念的相關法領域而言）目前仍有效存在之組織或法律主體，並具備所有、出租並使用其財產以及經營目前之營業所需之所有必要之公司或其他類此能力與權限。湯石及其子公司於其所有、租賃或使用之財產或經營之營業所在之法律領域已獲必要之資格或合法之授權以從事營業，但若不具備此等資格或授權並非重要者，不在此限。

(b) Except as disclosed by Tons in the Tons Disclosure Schedule, Tons does not directly or indirectly, nominally or substantially, own any equity or other securities of any other entity, or invest in any other entity..

(b) 除湯石另以書面揭露之事項外，湯石並未直接或間接、名義上或實質上擁有其他任何主體之股權或其他證券，或對其他任何主體進行投資。

Section 4.2 Capitalization.

第4.2項 資本

(a) As of the date of this Agreement, the authorized share capital of Tons is 500,000,000 divided into 50,000,000 ordinary shares of par value NTT\$10 each. As of the date of this Agreement, (1) 39,495,553 Tons Shares were issued and outstanding; and (2) no preferred or special shares or any other securities convertible into or exchangeable for any share capital or any equity equivalents are issued and outstanding, except the employee stock option pursuant to the option plan effective of the Agreement.

(a) 至本契約簽署日止，湯石之章定資本額為新臺幣500,000,000元，分為普通股50,000,000股，每股面額為新臺幣10元。至本契約簽署日止，(1)湯石已發行及在外流通

之股數為39,495,553股；(2)除本契約簽署日有效之湯石員工認股權憑證外，無優先或特別股或其他可轉換或交換為股份權益或其他股權性質有價證券。

(b) The authorized share capital of Merger Sub consists solely of US\$10,000 divided into 10,000 ordinary shares, par value US\$1.00 per share, of which 1 share is validly issued and outstanding. All of the issued and outstanding share capital of Merger Sub on signature date of this Agreement is, and on the Effective Date will be, owned by Tons, free and clear of any Liens. Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, and it has not conducted any business prior to the date hereof and prior to the Effective Date, will not conduct any business or have any assets, liabilities or obligations of any nature other than those incident to its formation and capitalization and pursuant to this Agreement and the Merger and the other transactions contemplated by this Agreement.

(b) 開曼湯石之授權資本總數為10,000美元，分為10,000股普通股，每股面額為1美元，其中1股已有效發行在外流通。開曼湯石已發行且在外流通之所有股份權益，於簽署日及基準日均係由湯石所有，且其上並無任何負擔。開曼湯石僅基於履行本契約之交易目的所成立，於簽署日前並未從事任何營業，基準日前亦不得從事任何營業，且不得於基準日前擁有任何資產、負債、或任何與其成立、資本、及負擔依本契約或本契約所約定之開曼合併及其他交易事項以外之義務。

(c) Merger Sub has no secured creditors and has granted no fixed or floating security interests that are outstanding.

(c) 開曼湯石並無有擔保之債權人，其亦未設定任何固定或浮動擔保或設質予他人。

Section 4.3 Authority.

第4.3項 合法授權

(a) Each of Tons and Merger Sub has all necessary corporate power and authority to execute and deliver this Agreement and, subject to, in the case of Tons, obtaining the Required Tons Shareholders' Approval, to consummate the transactions contemplated hereby. The Board of Directors of Tons ("Tons Board") has duly and validly authorized the execution, delivery and performance of this Agreement and approved the consummation of the transactions contemplated hereby, and has at a meeting duly called and held or by written resolutions (i) approved, and declared advisable this Agreement, the Merger and the Plan of Merger and the other transactions contemplated hereby; (ii) determined that such transactions are advisable and

fair to, and in the best interests of, Tons and its shareholders; and (iii) recommended that the shareholders of Tons approve of the issuance of Tons Shares constituting the Merger Consideration (i.e. the Share Issuance pursuant to Article 2 hereof). The Board of Directors of Merger Sub (the "Merger Sub Board"), and Tons as the sole shareholder of Merger Sub, have at meetings duly called and held or by written resolutions, as the case may be, duly and validly authorized and approved by board resolution (in the case of Merger Sub) and by special resolution (in the case of Tons as the sole shareholder of Merger Sub) the execution, performance and delivery of this Agreement, the Merger and the Plan of Merger and the consummation of the transactions contemplated hereby, and taken all corporate actions required to be taken by the Merger Sub Board and by Tons as the sole shareholder of Merger Sub for the consummation of the transactions. No other corporate proceedings on the part of Tons or Merger Sub are necessary to authorize and approve this Agreement, the Merger or the Plan of Merger or to consummate the transactions contemplated hereby (other than, with respect to the Share Issuance, the Required Tons Shareholders' Approval). This Agreement has been duly and validly executed and delivered by each of Tons and Merger Sub and, assuming the due authorization, execution and delivery by StrongLED, constitutes a valid, legal and binding agreement of each of Tons and Merger Sub, enforceable against each of Tons and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(a) 在湯石取得必要股東同意之前提下，湯石或開曼湯石有簽署及交付本契約之所有必要權利及授權，以完成本契約所定交易。湯石董事會合法及有效授權本契約之簽署、交付及履行並且同意本契約所定交易之完成，並於合法召集之會議：(i)通過本契約、開曼合併、合併計畫及本契約約定之交易並認為適當可行；(ii)決定本交易適當可行並且對湯石公平並符合湯石及其股東之最大利益；及(iii)提請湯石股東同意發行湯石股份以執行開曼合併（即本契約第2條之本案新股發行）。開曼湯石之董事會（下稱開曼湯石董事會）及開曼湯石之唯一股東即湯石，於合法召集之會議或依書面決議（視情況而定），開曼湯石經董事會決議合法及有效授權同意，開曼湯石經特別決議擁有正當及有效授權以簽署、履行、交付本契約、開曼合併、合併計畫及本契約所定之交易，並由開曼湯石董事會及其唯一股東即湯石採取任何必要之行動以完成交易。湯石或開曼湯石已無其他授權或同意本契約、開曼合併、合併計畫及本契約所定交易之必要程序（但關於本案新股發行之湯石必要股東同意不在此限）。本契約由湯石及開曼湯石合法及有效之簽署並交付，並於大峽谷有效授權簽署及交付之前提下，構成對於湯石及開曼湯石有效、合法、及具有拘束力之約定，並可依相關條件對於湯石及開曼湯石執行之，但破產及權益例外不在此限。

(b) Tons has obtained or will, by Closing, have obtained all consents, approvals and

authorizations that it may be required (under applicable laws or otherwise) to obtain to perform its obligations under this Agreement and any related documents.

(b) 湯石已取得或於交割前將取得所有（依可適用之法律或其他）必要之同意、許可或授權，以履行本契約或其他相關文件之義務。

Section 4.4 Financial Statements.

第4.4項 財務報表

(a) The audited consolidated financial statements of Tons (and the notes thereto) for the fiscal year ended December 31, 2022 Tons provided to StrongLED have been prepared in accordance with International Financial Reporting Standards (“IFRS”) applied on a consistent basis throughout the periods presented, and presented fairly the financial position of Tons and its consolidated Subsidiaries as of the dates indicated and the results of operations and changes in financial position. Such Tons financial statements shall contain to no material falsehood, error or nondisclosures. Except otherwise disclosed by Tons in writing, there is no Material Adverse Effect not been reflected on the financial statements after December 31, 2022.

(a) 湯石提供予大峽谷經查核簽證之2022年度合併財務報告及係依國際財務報導準則(IFRS)編製，足以允當表達該期之財務狀況及經營成果，無任何重大虛偽不實、錯誤或隱匿之情事；且於資產負債表日後，除湯石另以書面揭露者外，並無任何尚未反映於財務報告之重大不利變化。

(b) Tons and its Subsidiaries have the legitimate rights to own or use the tangible assets listed in account without any form of burden. The use, income and disposal of such assets are not subject to any restrictions and can continue to be exercised after the Effective Date. There is no Material Adverse Effect not been reflected on the financial statements after December 31, 2022.

(b) 湯石及其子公司對於帳列有形資產皆擁有合法的所有或使用權利，不存在任何形式之負擔，其使用、收益及處分，不受任何拘束或限制，得以在基準日後繼續加以利用；且於資產負債表日後，並無任何尚未反映於財務報告之重大不利變化。

(c) Reserves are reflected on the Tons Financial Statements against all liabilities of Tons and its Subsidiaries in amounts that have been established on a basis consistent with the past practices of the Tons and the Subsidiaries and in accordance with IFRS. Except for the liabilities disclosed in the 2022 annual financial report provided by Tons or incurred since the date thereof in the ordinary course of business, there are no additional major liabilities, contingent liabilities, obligations or burdens which have a Tons Material Adverse Effect since the balance sheet date.

(c)湯石及其子公司所有負債，已依湯石及其子公司一致過去慣例及IFRS計算以提列準備之數額，並已反映於湯石財務報表內。除湯石提供之2022年度財務報告中已揭露或因通常業務行為所產生之負債外，自資產負債表日後，湯石並未新增任何重大負債、或有負債、義務或負擔達重大不利影響之情事

Section 4.5 Consents and Approvals; No Violations.

The execution, delivery and performance of this Agreement by Tons do not, and the consummation by Tons of the transactions contemplated hereby including the Merger and the Share Issuance will not constitute or result in (i) (assuming the Required Tons Shareholders' Approval is duly obtained and passed) any breach of any provision of the respective memorandum and articles of association (or similar governing documents) of Tons or Merger Sub or any of Tons's Subsidiaries, or (ii) a violation or breach of, or (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration of an obligation or the creation of any Liens (other than any Liens created as a result of any actions taken by Tons)) under, any of the terms, conditions or provisions of any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument (each, a "Contract") or obligation to which Tons or Merger sub or any of Tons' Subsidiaries is a party or by which any of them or any of their respective properties or assets may be bound.

湯石及開曼湯石關於本契約之簽署、交付及履行及本契約所定交易之完成，包括開曼合併及本案新股發行並不會構成下列結果：(i)（若湯石必要股東會決議已合法取得並通過）湯石、開曼湯石或任何湯石子公司章程（或類似文件）之違反；或(ii)違反（無論是否需要合法通知或經過一定期間或兩者皆需要之情況）、抵觸（發生終止、補充、取消或提早義務或任何負擔（並非因大峽谷所採取任何行動所造成之負擔））湯石或開曼湯石或其他湯石子公司為一方當事人或渠等財產受到拘束之票據、債券、抵押、租賃、授權、契約、約定或其他文件（下稱契約）條款或義務所列之條件。

Section 4.6 Legal Proceedings.

Otherwise disclosed by Tons in writing, neither Tons nor any of its Subsidiaries is a party to any, and there are no pending or, to the Knowledge of Tons, threatened, material Proceedings of any nature against Tons or any of its Subsidiaries or to which any of their equity interests, material properties or assets is subject. There is no material judgment outstanding against Tons, any of its Subsidiaries or any of their equity interests, material properties or assets.

第4.6條 法律程序

除湯石另以書面揭露者外，並無湯石或其子公司為當事人而對湯石或其子公司所提起

未決的、或依湯石所知可能發生的重大法律程序，其中包括其股份權益或重大資產或財產可能受到限制者。並無對於湯石或其子公司或其股份權益、重要資產、財產不利之已發生的重要判決。

Section 4.7 Permits; Compliance with Applicable Laws.

Tons and its Subsidiaries hold all material permits, licenses, variances, exemptions, orders and approvals of all Governmental Entities necessary for the lawful conduct of their respective businesses (the "Tons Permits"), and are in material compliance with the terms of Tons Permits. Neither Tons nor any of its Subsidiaries is or has been in material violation of any laws applicable to Tons or its Subsidiaries. No investigation or review by any Governmental Entity with respect to Tons or its Subsidiaries is pending or, to Ton's Knowledge, threatened, nor to Ton's Knowledge has any Governmental Entity indicated an intention to conduct the same, in each case with respect to a material violation of applicable laws.

第4.7項 許可、遵守可適用之法律

湯石及其子公司已取得所有必要之政府機關重要許可、執照、變更、豁免、命令或核准，以合法經營其事業（下稱「湯石許可」），並遵守湯石許可之條件。湯石或其子公司並未有重大違反可適用於湯石或其子公司之法令。並無政府機關所為關於湯石或其子公司關於重大違反相關法令之未決的、或依湯石所知可能發生的調查或審查，亦無湯石所知任何政府機關有意採取的調查或審查。

Section 4.8 Taxes.

第4.8項 稅

(a) Each of Tons and its Subsidiaries has duly and timely filed, or has caused to be timely filed on its behalf (taking into account any extension of time within which to file), all material Tax Returns required to be filed by it, and all such filed Tax Returns are true, complete and accurate in all material respects.

(a) 湯石及其子公司已經合法即時提出、或經代理於期限內提出（包含期限延展之情況）所有必須提出之重要稅務申報。此等已提出之稅務申報於各重要方面皆屬真實、完整、正確。

(b) No deficiency with respect to a material amount of Taxes has been proposed, asserted or assessed against Tons or any of its Subsidiaries, other than any deficiency which has been paid or is being contested in good faith in appropriate Proceedings.

(b)並無對於湯石或其子公司關於重大稅負金額未足額繳納之提出、請求或課徵，但前述不足數額已經支付或已善意依合理程序提出異議者，不在此限。

(c)All material amounts of Taxes required to be withheld by Tons and each of its Subsidiaries have been timely withheld, except as would not individually or in the aggregate, have an Tons Material Adverse Effect, and to the extent required by applicable laws, all such withheld amounts have been timely paid over to the appropriate Governmental Entity.

(c) 湯石及其子公司所必須扣繳之所有重大稅負金額已經於期限內扣繳之，但個別或總體如無法造成對於湯石重大不利影響者不在此限。依據可適用之法令，此等扣繳數額已於期限內支付予適當之政府機關。

(d)No audit or other administrative or court proceedings are pending with respect to any material amounts of Taxes of Tons or any of its Subsidiaries and no written notice thereof has been received, except as would not, individually or in the aggregate, have an Tons Material Adverse Effect.

(d) 湯石或其子公司並無關於其稅負重大金額所生之查核或未決的行政或司法程序，亦未曾收悉相關書面通知，但個別或總體如無法造成對於湯石之重大不利影響者不在此限。

Section 4.9 Contracts.

Tons has not breached any contract, agreement, statement, commitment, guarantee, warrant, or other obligations that it should be bound, which would have a Tons Material Adverse Effect on its finances, business or operations.

第4.9項 契約

湯石並未違反其應受拘束之任何契約、協議、聲明、承諾、保證、擔保、約定或其他義務之情事，而對湯石之財務、業務或營運有重大不利影響者。

Section 4.10 Intellectual Property.

Tons and its Subsidiaries own or have sufficient rights to use all Intellectual Property that is material to or necessary for the operation of their business, except as would not, individually or in the aggregate, have an Tons Material Adverse Effect. Except for Tons Intellectual Property, there are no other items of Intellectual Property that are material to or necessary for the operation of the business of Tons and its Subsidiaries. Tons or one of its Subsidiaries is the exclusive owner of all right, title and interest in and to each item of material Tons Owned Intellectual Property, free and clear of all Liens (other than non-exclusive licenses granted in

the ordinary course of business consistent with past practice), or any obligation to grant any Lien. Tons has a valid license to use the material Tons Licensed Intellectual Property in connection with and as used in the operation of the business of Tons and its Subsidiaries as currently conducted, subject only to the terms of Tons IP Agreements.

第4.10項 智慧財產權

湯石及其子公司擁有或有充分權利使用重要或其營業所必須之所有智慧財產權，但個別或總體如無法造成對於湯石之重大不利影響者，不在此限。除湯石智慧財產權外，並無其他重要且對於湯石或其子公司營業所必需之智慧財產權。湯石或其子公司為重要的湯石所有之智慧財產權的全部權利或利益之專屬所有者，其上無任何負擔（除於日常營運範圍內依過去慣例所為之負擔許可及非專屬授權外），亦無義務賦予任何負擔。關於或目前用於湯石及其子公司營業或與其等營業相關之重要湯石被授權智慧財產權，湯石擁有有效之授權，僅需依照湯石智慧財產權契約之條件予以使用。

Section 4.11 Related Person Transactions.

The transactions between Tons and its Related Person have been disclosed in its financial statements in accordance with IFRS and IAS, in compliance with in the normal course of operation, and has no caused Tons Material Adverse Effect.

第4.11項 關係人交易

湯石與其關係人間之交易均已依國際財務報導準則及國際會計準則於其財務報告中揭露，且均符合營業常規，且無重大損害湯石之情事。

Section 4.12 Labor Matters.

(a) There are no collective bargaining agreements which pertain to Tons Employees. (i) There are no pending labor disputes between Tons or any of its Subsidiaries, on the one hand, and any Tons Employee, on the other hand, (ii) each of Tons and its Subsidiaries is in compliance in all material respects with all applicable laws relating to employment, termination, wages and hours and social security, in each case, with respect to each of the Tons Employees (including those on layoff, disability or leave of absence, whether paid or unpaid); and (iii) Tons has no liability with respect to, and has timely made all payments due to, and recorded on its books all amounts properly accrued in respect of, all applicable employment insurance and fund, including but not limited to endowment insurance, the medical insurance, unemployment insurance, employment injury insurance, maternity insurance and housing provident fund and there are no proceedings pending with respect to such employment insurance or fund.

第4.12項 勞工事項

(a) 並無關於湯石員工之團體協約。(i) 湯石或其子公司與任何湯石員工間並無未決的勞

動爭議、(ii) 湯石及其子公司於各重要方面應遵守所有可適用關於湯石員工（包含解雇、失能或未到職、無論有償或無償）之勞工、終止、薪資、工時、社會安全的相關法令、(iii) 湯石及其子公司已於期限內依法支付適用之員工保險及基金（包括但不限於養老保險、醫療保險、工傷保險、失業保險、生育保險及住房公積金）之款項，並將所生之全部數額紀錄於帳冊，並無任何相關債務，亦無未決的員工保險或基金相關法律程序。

ARTICLE 5

COVENANTS RELATED TO CONDUCT OF BUSINESS

第5條

關於營業之承諾

Section 5.1 Conduct of Business

Except as required by applicable laws or as expressly contemplated by this Agreement, during the period from the date hereof to the earlier of the Effective Date or the termination of this Agreement in accordance with Article 8, Tons and StrongLED will, and will cause each of its Subsidiaries (except for Merger Sub) to, conduct its operations in the ordinary and usual course of business consistent with past practice and keep available the service of its current officers and employees and preserve its relationships with customers, advertisers, licensors, suppliers and others having business dealings with it. Without limiting the generality of the foregoing, and except as required by applicable laws, as otherwise contemplated in this Agreement or the StrongLED's or Tons Disclosure Schedule, from the date hereof until the earlier of the Effective Date or the termination of this Agreement in accordance with Article 8, each of StrongLED or Tons will not, and will not permit its Subsidiaries to, without the prior written consent of the other Party (which consent shall not be unreasonably withheld):

第5.1項 營業行為

除可適用之法律另有規定、或本契約另有約定者外，於本契約簽署日至基準日，或至依第8條終止時（以較早者為準）之期間，湯石及大峽谷應自行並應促使其子公司（湯石開曼除外）依日常營運範圍且依過去慣例經營其營業，並繼續維持目前經理人、員工及代理人之服務，並維持與客戶、廣告商、授權人、供應商及其他有商業交易關係之第三人間之關係。於不限縮前述一般約定之情況下，自本契約簽署日至基準日或依第8條終止時（以較早者為準）之期間，任一方當事人不得自行或允許其子公司於未取得另一方當事人事前書面同意之情況下（但不得無合理理由拒絕同意），從事下列行為，但法律另有規定、本契約或揭露事項另有約定者，不在此限：

(a) amend its memorandum and articles of association (or other similar governing instrument);
(a) 修改或增補章程（或其他類似之文件）；

(b) authorize for issuance, issue, sell, pledge, dispose of, transfer, deliver or agree or commit to issue, sell, pledge, dispose of, transfer or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any share or any other securities convertible into or exchangeable for any share or any equity equivalents (including, without limitation, any share or stock options or share or stock appreciation rights), except for the issuance of Tons Shares in connection with the Share Issuance or the implementation of treasury stock or employee stock option plan effective as of this Agreement (The subscription price per share stipulated in Tons seventh employee stock option issuance and stock subscription plan approved by Tons Board on August 31, 2022 (the “Tons Option Plan”), shall be adjusted according to the formula in Article 9 of Tons Option Plan. The subscription price per share in Article 9 of the Tons Option Plan shall be calculated based on current price per share);

(b) 授權發行、發行或賣出、提供擔保、處分、移轉、交付、或同意、承諾發行或賣出、提供擔保、處分、移轉、交付（無論是否透過發行或授予認股權、權證、承諾、認購權、買權或其他）任何股份權益或其他可轉換或交換為股份權益或其他股權性質有價證券（包括但不限於任何認股權或股份增值權），但湯石股份之發行係履行其於簽署日時尚有效之庫藏股辦法或員工認股權辦法或關於本案新股發行者，不在此限（湯石2022年8月31日董事會通過第七次員工認股權憑證發行及認股辦法（下稱「湯石認股辦法」）之認股價格，應依該辦法第九條之公式調整。湯石認股辦法第九條規定之每股繳款金額，以每股時價計算之）；

(c) (i) split, combine, subdivide, consolidate or reclassify any of its share capital;(ii) declare, set aside or pay any dividend or other distribution (whether in cash, share, stock or property or any combination thereof) in respect of its share capital except as provided otherwise by Tons or StrongLED Disclose Schedule;(iii) enter into any agreement with respect to the voting of its share capital, (iv) make any other actual, constructive or deemed distribution in respect of any of its share capital or otherwise make any payments to shareholders in their capacity as such; or (v) redeem, repurchase or otherwise acquire any of its share capital or any share capital of any of its Subsidiaries;

(c) (i) 進行股份之分割、合併、拆分、變更類別；(ii) 除已揭露於湯石或大峽谷之揭露事項者外，公告、提撥或支付任何關於股份權益之股利或分配（無論係現金、股票、財產或前述組合）；(iii) 簽署關於股份權益表決權之契約；(iv) 進行任何其他事實上、被

推定、被視為關於股份權益或之分配或依權益對股東為支付；或(v)贖回、買回或取得其或其子公司股份權益；

(d) place itself or any of its Subsidiaries into liquidation, dissolution, scheme of arrangement, merger, consolidation, restructuring, recapitalization re-domiciliation or other reorganization (other than the Merger);

(d) 其自身或其子公司進行清算、解散、重整、合併、結合、重組、股權結構調整、變更註冊地或其他組織調整（不包括開曼合併）；

(e) alter through merger, liquidation, reorganization, restructuring or in any other fashion the corporate structure or ownership of any of its Subsidiaries (other than the Merger);

(e) 透過合併、清算、組織調整、重組、或其他方式變動其子公司之架構或所有權（不包括開曼合併）。

(f) except pursuant to a Contract existing on the date of this Agreement (i) incur, modify, renew or assume any long-term or short-term debt or issue any debt securities which would cause a Material Adverse Effect on its operations or finances, except for borrowings under existing lines of credit in the ordinary and usual course of business consistent with past practice; (ii) prepay any debt, borrowings or obligations prior to their stated maturity; (iii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person, except in the ordinary and usual course of business consistent with past practice and in amounts not material to it and its Subsidiaries, taken as a whole, except for guarantees of obligations of its wholly owned Subsidiaries (“Wholly Owned Subsidiaries”); (iv) make any loans, advances or capital contributions to, or investments in, any other person (other than to Wholly Owned Subsidiaries, and for advances for travel and other expenses to officers, directors and employees made in the ordinary course of business consistent with past practice); (v) pledge or otherwise encumber shares of itself or its Subsidiaries; or (vi) mortgage or pledge any of its material assets, tangible or intangible, or create or suffer to exist any Lien thereupon;

(f) 除本契約簽署日存在之契約另有約定者外，(i)引起、修改、延展或承擔任何長期或短期債務，而對營運或財務有重大不利影響，但依過去慣例於日常營運範圍內所現存之信貸額度所發生之借貸，不在此限；(ii)於到期日前償付債務、借貸、義務；(iii)承擔、保證、背書或以其他方式承擔他人之義務（無論直接、間接、是否附條件），但依過去慣例於日常營運範圍內所生且數額對於其及其子公司整體而言並非重大者，或對其全資之子公司（下稱「全資子公司」）之義務為保證者，不在此限；(iv)對任何其他

人（不包括對全資子公司，或因經理人、董事、員工於日常營運範圍內依過去慣例所為之出差或其他費用之預付者）進行融資、借貸、出資、投資；(v)以其或其子公司之股份權益提供擔保或質押；或(vi)以任何重要財產、實體或無實體之資產抵押或提供擔保、或於目前許可之負擔外創造或承擔任何負擔。

(g) except in the ordinary course of business or as may be required by laws (i) enter into, adopt, amend, extend or terminate any bonus, profit sharing, compensation, severance, termination, equity, share or stock option, share or stock appreciation right, restricted share or stock, performance unit, share or stock equivalent, share or stock purchase, pension, retirement, deferred compensation, labor, collective bargaining, employment, severance or other benefit or compensation agreement, trust, plan, fund, award or arrangement for the benefit or welfare of any director, officer or employee in any manner (other than the entry into or amendment of employment or labor contracts with newly hired or promoted employees or the termination of employment agreements or labor contracts with terminated employees in the ordinary course of business consistent with past practice), (ii) (or except as required under any agreement, plan or arrangement in effect on the date hereof) increase in any manner the compensation or benefits payable or to become payable to any director, officer or employee (including, without limitation, the granting of share or stock options or other equity awards), (iii) grant or increase any severance, termination or similar compensation or benefits payable to any director, officer or employee (except with respect to new hires and to employees in connection with promotions in the ordinary course of business consistent with past practice), or (iv) accelerate the time of payment or vesting of, or the lapsing of restrictions with respect to, or fund or otherwise secure the payment of, any compensation or benefits payable or to become payable to any director, officer or employee under any benefit or compensation plan, agreement or arrangement;

(g)除於日常營運範圍內，或法令另規定者外，(i)簽署、決議、增補、延長或終止任何紅利、盈餘分配、補償、資遣、解雇、股份、認股權、股份增值權、限制型股票、績效單位（performance unit）、股權性質之權利、股份買權、津貼、退休金、遞延補償、勞工、集體協商、雇傭、資遣費、利益或其他福利之契約、信託、計畫、基金、以任何方式給予或安排任何董事、經理人及員工福利及利益（但與新進或晉升之員工簽署勞動或雇傭契約之增補，或於日常營運範圍內依過去慣例終止與被解雇員工之勞動或雇傭契約者，不在此限）；(ii)除本契約簽署日有效之契約計畫或安排另有規定外，以任何方式增加應支付或將來應支付予任何董事、經理人或員工之補償或利益，包含但不限於給與任何認股權或其他股權；(iii)給予或增加應支付予任何董事、經理人或員工之任何資遣費、解雇金或其他補償或利益（不包括關於新進員工及依過去慣例於日常營運範圍內晉升之員工），或(iv)關於任何依福利或補償計畫、契約、或安排應支付或

將應支付予任何董事、經理人或員工之補償或利益，提早其支付、給予、限制、提供或保證支付之期限。

(h) (i) dispose of, license, transfer or grant to any Person any rights to its Intellectual Property, (ii) abandon, permit to lapse or otherwise dispose of any its Intellectual Property, (iii) make any material change in the ownership or right to register any its Intellectual Property, or (iv) enter into any Contract with respect to or otherwise binding upon any its Intellectual Property other than, in the case of clauses (i) to (iv), in the ordinary course of business consistent with past licensing practice;

(h) (i)處分、授權、移轉或授予其所有之智慧財產權之任何權利予任何人、(ii)拋棄、同意失效或以其他方式處分其所有之智慧財產權、(iii)對於其所有之智慧財產權之登記權或所有權為重要變更、(iv)簽署關於或對任何其所有之智慧財產權有拘束力之契約。前述第(i)~(iv)款規定者，如於日常營運範圍內依過去慣例所為者，不在此限。

(i) acquire, sell, lease, transfer or otherwise dispose of any assets, in a transaction or a series of transactions, which would cause a Material Adverse Effect on its operations or finances;

(i)取得、賣出、出租、移轉、或以其他方式處分任何資產，而對營運或財務有重大不利影響。。

(j) except as may be required as a result of a change in laws or in IFRS, change any of the accounting principles used by it;

(j)除法令或 IFRS 變更者外，變更任何目前適用之會計準則。

(k) revalue in any material respect any of its assets, including, without limitation, writing down the value of inventory or writing-off notes or accounts receivable other than in the ordinary and usual course of business consistent with past practice or as required by IFRS;

(k) 重估任何方面重要之資產，包含但不限於減記存貨之價值或註銷支票或應收帳款，但於日常營運範圍內依過去慣例所為或IFRS 另有規定者，不在此限。

(l) acquire (by merger, consolidation, or acquisition of stock or assets or otherwise) any corporation, partnership or other business organization or division thereof or any equity interest therein, if such acquisition would be material to it or (ii) authorize any new capital expenditures, except as specifically budgeted in its current plan approved by the Board of it prior to the date hereof that was made available to the other party (other than the Merger);

(l) 取得任何公司、合夥或其他商業組織、或其所屬部分或其任何股份權益（透過合併、

結合、取得股票、資產或其他方式），如該取得部分對於其屬於重大、或(ii)授權任何新資本支出，但已於其現存計畫特別列出預算，並經董事會於本契約簽署日前所通過（並告知另一方）者，不在此限（不包括開曼合併）。

(m) make or revoke any material Tax election, or settle or compromise any material Tax liability, or change (or make a request to any taxing authority to change) any aspect of its method of accounting for Tax purposes in a material manner;

(m) 進行或取消任何重要之租稅規劃、對於任何重要租稅義務為和解或承認、或改變（或要求稅務機關改變）任何基於租稅目的具有重要性之會計方法。

(n) pay, discharge or satisfy any material claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice;

(n) 支付、履行或滿足任何重要請求、債務、義務（無論係應付之絕對債務、或到期應付、是否請求、或有負債、或其他），但於日常營運範圍內依過去慣例所為者，不在此限。

(o) waive the benefits of, reduce the restriction periods or agree to modify in a manner adverse to it or any of its Subsidiaries any non-competition, confidentiality, standstill or similar agreement to which it or any of its Subsidiaries is a party;

(o) 以不利於其或其子公司之方式，就任何競業禁止、保密、利益或併購終止協議或其他其或其子公司為當事人之類似契約，放棄其利益、減少限制期間或同意變更。

(p) settle or compromise any pending or threatened suit, action or claim relating to the transactions contemplated hereby (other than responding to takedown notices or other notices or accusations of potential infringement in a manner consistent with past practice in the ordinary course of business or taking any legal action necessary to protect the interests of it or/and its Subsidiary);

(p) 對關於本契約交易未決或可能發生之訴訟、法律行動、請求為和解或承認（但於日常營運範圍內依過去慣例所為回應潛在侵權之停止通知、其他通知、控訴及為維護其及其子公司權益之必要法律行為所為者，不在此限。）

(q) Settle, renunciation, waive or neglect to claim any rights or interests that are still valid and existing, or other actions not beneficial to itself, which would cause a Material Adverse Effect on its operations or finances.

(q) 和解、放棄、拋棄或怠於主張任何現仍有效存續之權利或利益，或為其他不利於自身之行為，而對營運或財務有重大不利影響。

(r) enter into any new lines of business;

(r) 經營新業務

(s) grant any Lien in any of its assets (other than non-exclusive licenses granted in the ordinary course of business); or

(s) 在任何資產上（除於日常營運範圍內之非專屬性授權外）設定任何負擔

(t) take, propose to take, or agree in writing or otherwise to take, any of the actions described in Section 5.1(a) through Section 5.1(s).

(t) 採取、提議採取、書面同意或以其他方式採取第 5.1(a)~5.1(s)項所列之行為。

ARTICLE 6

第 6 條

ADDITIONAL AGREEMENTS

補充條款

Section 6.1 Shareholders Meetings.

(a) Tons shall take, in accordance with applicable laws and its articles of incorporation, all actions necessary to cause an annual meeting of its shareholders (the " Tons Shareholders Meeting") to be duly called and held on May 25, 2023 for the purpose of voting on the authorization and approval of this Agreement and the Share Issuance and pass the amended articles of incorporation as attached hereto as Annex C ("Required Tons Shareholders' Approval") by a majority vote as required under its articles of incorporation and applicable laws.

(b) StrongLED shall take, in accordance with applicable laws and its memorandum and articles of association, all actions necessary to cause the StrongLED Shareholders Meeting to be duly called and held on May 25, 2023 for the purpose of voting on the authorization and approval by way of special resolution of this Agreement, the Merger and the Plan of Merger ("Required StrongLED Shareholders' Approval")

第6.1項 股東會

(a)湯石應依其所適用法令及其章程，採取所有必要之措施於2023年5月25日召開股東常會（下稱「湯石股東會」），依其章程或可適用之法律所要求之多數決進行表決，以

通過就本契約及本案新股發行之授權及核准、及附表C所示之章程修正案（下稱「湯石必要股東同意」）。(b)大峽谷應依其所適用法令及其章程，採取所有必要措施於2023年5月25召開股東常會（下稱「大峽谷股東會」），以特別決議就本契約、開曼合併及合併計畫特別決議為授權及核准（下稱「大峽谷必要股東同意」）。

Section 6.2 Reasonable Best Efforts.

Subject to the terms and conditions of this Agreement, and subject at all times to each Party's and its directors' duty to act in a manner consistent with their fiduciary duties, each Party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws promptly to consummate the Merger and the other transactions contemplated by this Agreement, including preparing, executing and filing promptly all documentation to effect all necessary notices, reports and other filings and to obtain promptly all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party and/or Governmental Entity in order to consummate the Merger and the other transactions contemplated by this Agreement.

第6.2項 盡一切合理努力

根據本契約之條款及條件，及本契約各當事人及其董事均依忠實義務執行職務，契約當事人應盡一切合理之努力，迅速依法完成所有必要、合理且適當之措施，以完成開曼合併及本契約所定交易，包括為完成開曼合併及本契約所定交易，而應於期限內準備、簽署及提交文件，以完成所有必要之通知、報告等文件申報，並於期限內取得第三人及/或政府單位所必要或合理之同意、登記、核准、許可及授權。

Section 6.3 Public Announcements.

The initial press release and the public announcement with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by Tons and StrongLED. Thereafter, each of Tons and StrongLED will consult with one another before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement, including, without limitation, the Merger, and shall not issue any such press release or make any such public statement prior to obtaining the written approval of such other Party (such approval not to be unreasonably withheld or delayed), except with respect to any action taken by the StrongLED Board pursuant to, and in accordance with, Section 6.1, any action taken by the Tons Board pursuant to, and in accordance with, Section 6.1, or as may be required by laws or by any applicable listing agreement with or rules of a securities exchange, as determined by Tons or StrongLED, as the case may be.

第6.3項 公開聲明

本契約簽署之最初新聞稿與公告應係經湯石及大峽谷雙方合理同意之聯名新聞稿。在此之後，湯石及大峽谷於發布有關本契約所定交易（包括但不限於開曼合併）之新聞稿或公開聲明前應向他方諮詢。且於取得他方書面同意以前（該同意不得被無理拒絕或遲延之），不得發布該新聞稿或公開聲明。惟大峽谷董事會依本契約第6.1項而採取之行動、湯石董事會依本契約第6.1項採取之行動，或湯石或大峽谷依法與櫃買中心所簽訂之上市協議或上市規則要求者，不在此限。

Section 6.4 Fees and Expenses.

Whether or not the Merger is consummated, all Expenses (as hereinafter defined) incurred in connection with this Agreement, and the transactions contemplated hereby shall be paid by the Party incurring such Expenses. As used in this Agreement, "Expenses" includes all reasonable and documented out-of-pocket expenses (including, without limitation, all filing costs and reasonable fees and expenses of attorneys, accountants, securities underwriters and consultants to a Party hereto) incurred by a Party or on its behalf in connection with, or related to, the authorization, preparation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby, including the solicitation of shareholder approvals and all other matters related to the transactions contemplated hereby; provided, that Expenses incurred in connection with the printing and mailing of the prospectus and, to the extent applicable, filing fees with respect to Governmental Entities shall be shared equally by Tons and StrongLED.

第6.4項 費用及支出

無論開曼合併是否完成，因本契約及本契約所定交易所產生之所有費用（定義如下所示），應由產生費用之一方自行負擔。本契約所稱費用，包括任一方或其相關代理人就本契約及本契約所定交易有關之授權、準備、協商、簽署及履行之所有合理且有單據之實報實銷之開支（包括但不限於所有的申請費用、合理費用、本契約當事人一方之律師、會計師、證券承銷商及顧問之費用），包括徵求股東會承認及與本交易有關之所有其他事項。惟若該費用係因公開說明書之印製及郵寄，則應由湯石及大峽谷共同平均分擔之。

Section 6.5 Tons and StrongLED agree that each Party shall not, during the period between the date of this Agreement till October 31, 2023, engage in any discussion, evaluation with respect of, or proceed or enter into any business cooperation plan with any third party relating to partnership, merger, acquisition, joint venture, or enter into any agreement with third party regarding transactions similar or equivalent those contemplated hereunder.

第6.5項 湯石及大峽谷同意自本契約簽署日起至2023年10月31日止，雙方不得與任何第

三人討論、評估、進行或締結任何關於合夥、合併、收購、合資或類似之其他重大商業合作計畫或如本契約所定交易相同或雷同之契約。

Section 6.6 Further Assurances.

Parties shall use its reasonable best efforts, to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary and reasonably appropriate to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions provided for herein.

第6.6項 其他保證

為完成並使開曼合併及本契約所定其他交易生效，本契約當事人應盡其一切合理努力，以最有效率且可行之方式，採取或促使採取一切行動，或進行合理必要之安排。

ARTICLE 7

CONDITIONS PRECEDENT

第 7 條

交割條件

Section 7.1 Conditions to Each Party's Obligations to Effect the Merger.

The obligation of each Party to consummate the transactions contemplated by this Agreement is subject to the fulfillment at or prior to the Effective Date of each of the following conditions:

第7.1項 契約當事人使開曼合併生效之義務的條件

各當事人完成本契約所訂交易之義務係以基準日或基準日前下述條件完成為前提：

(a) The Required StrongLED Shareholders' Approval and the Required Tons Shareholders' Approval shall have been obtained.

(a) 取得大峽谷必要股東同意及湯石必要股東同意

(b) No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which (i) is in effect and (ii) has the effect of making the Merger illegal or otherwise prohibiting or preventing consummation of the Merger.

(b) 有權政府單位未制定、發布、公告、執行或簽署任何法律、命令、規則、行政命令、規章、禁制令、或其他命令（無論暫時、臨時或永久），而(i)有效且(ii)使開曼合併違

法或禁止開曼合併之完成

(c) All authorizations, consents, orders and approvals of all Governmental Entity that are or become necessary for its execution and delivery of, and the performance of the Parties' obligations pursuant to this Agreement ("Governmental Approvals") shall have been obtained prior to the Closing Date.

(c) 於交割日前取得與本契約義務之簽署、交付及履行所必要或將成為必要之所有政府單位授權、同意、命令或許可（下稱「本案政府許可」）。

Section 7.2 Conditions to the Obligations of Tons and Merger Sub.

The obligation of Tons and Merger Sub to consummate the transactions contemplated by this Agreement is subject to the fulfillment at or prior to the Effective Date of each of the following additional conditions, any or all of which may be waived in whole or part by Tons to the extent permitted by applicable laws:

第7.2項 湯石及開曼湯石交割先決條件

湯石及開曼湯石完成本契約交易之義務係以下列額外條件於基準日或之前完成為前提，其中全部或部分可由湯石於法律允許之範圍內免除之：

(a) The representations and warranties of StrongLED set forth in Article 3 shall be true and correct in all material respects as of the date of this Agreement, and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which need be true and correct, or true and correct in all material respects, as the case may be, only as of the specified date).

(a) 第3條所列之大峽谷之聲明與保證，於本契約簽署日及基準日日在各重要方面皆屬真實、正確（但聲明與保證事項之日期另有約定者，該等事項於該日期應屬真實正確、或於各重要方面皆屬真實、正確。）

(b) StrongLED has filed and completed the filing of its revised memorandum and articles of association since 2016 with the Cayman Islands Registrar of Companies.

(b) 大峽谷已向開曼群島公司註冊處完成其公司自2016年起修正章程之備案。

(c) StrongLED has recorded the amounts of provision properly accrued in respect of, all applicable employment insurance and fund due before the Effective Date (including but not limited to endowment insurance, the medical insurance, unemployment insurance, employment injury insurance, maternity insurance and housing provident fund) on its financial statements.

(c) 大峽谷已將基準日前依法應繳納而未足額繳納之員工保險及基金（包括但不限於養老保險、醫療保險、工傷保險、失業保險、生育保險及住房公積金）之款項，全數預估提列於其財務報表。

(d) The third party's approval, consent or waiver, or notification to the third party required for Meger(including but not limited to the contract between StrongLED or its Subsidiary and the third party stipulates that the matters that will be triggered due to and related to the Meger need to obtain the third party's approval, consent, waiver or the third party's approval before or after the completion of Meger), have been obtained or completed (as applicable).

(d) 大峽谷完成開曼合併所需取得之第三人核准、同意、豁免或對第三人進行通知（包括但不限於任一方與第三人合約中約定因開曼合併進行及與之相關將觸發的事項，需於開曼合併完成前或開曼合併完成後取得第三人核准、同意、豁免或對第三人進行通知），均已取得或完成通知（依情形適用）。

(e) StrongLED shall have performed or complied in all material respects with all covenants and agreements contained herein required to be performed or complied with by it prior to or at the time of the Effective Date.

(e) 大峽谷應履行及於各重要方面遵守本契約須於基準日前（含）所履行或遵守之承諾及約定。

(f) Since the date of this Agreement, there shall not have been any StrongLED Material Adverse Effect.

(f) 自本契約簽署日起，大峽谷並無發生重大不利影響。

(g) StrongLED shall have delivered to Tons a certificate, dated as of the Effective Date, signed by an executive officer of StrongLED, certifying as to the fulfillment of the conditions specified in Section 7.2(a) to (f) above.

(g) 大峽谷應於基準日交付證明書予湯石，該證明書應由大峽谷之高階經理人簽署，以證明第7.2.(a)至(f)項條件之完成。

Section 7.3 Conditions to the Obligations of StrongLED.

The obligation of StrongLED to consummate the transactions contemplated by this Agreement is subject to the fulfillment at or prior to the Effective Date of each of the following conditions, any or all of which may be waived in whole or in part by StrongLED to the extent permitted by applicable laws.

第7.3項 大峽谷交割先決條件

大峽谷完成本契約交易之義務係以下列額外條件於基準日前（含）完成為前提，其中全部或部分可由大峽谷於法律允許之範圍內免除之。

(a) The representations and warranties of Tons and Merger Sub set forth in Article 4 shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Date as if made on and as of such date and time (except for representations and warranties made as of a specified date, which need be true and correct, or true and correct in all material respects, as the case may be, only as of the specified date).

(a) 第4條所列之湯石及開曼湯石之聲明與保證，於本契約簽署日及基準日在各重要方面皆屬真實、正確（但聲明與保證事項之日期另有約定者，該等事項僅於該日期應屬真實正確、或於各重要方面皆屬真實、正確）。

(b) Tons and Merger Sub shall have performed or complied in all material respects with all covenants and agreements contained herein required to be performed or complied with by it prior to or at the time of the Effective Date.

(b) 湯石及開曼湯石應履行及於各重要方面遵守本契約須於基準日前（含）所履行或遵守之承諾及約定。

(c) Since the date of this Agreement, there shall not have been any Tons or Merger Sub Material Adverse Effect.

(c) 自本契約簽署日起，湯石及開曼湯石並無發生重大不利影響。

(d) Tons shall have delivered to StrongLED a certificate, dated as of the Effective Date, signed by a designated director of Tons and a designated director of Merger Sub, certifying as to the fulfillment of the conditions specified in Section 7.3(a), (b) and (c).

(d) 湯石應於基準日交付證明書予大峽谷，該證明書應由湯石之指定董事及開曼湯石指定之董事簽署，以證明第7.3.(a)至(c)項條件之完成。

ARTICLE 8

第 8 條

TERMINATION, AMENDMENT AND WAIVER

終止、修正及免責

Section 8.1 Termination by Mutual Agreement.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date, whether before or after receipt of the Required Tons Shareholders' Approval and the Required StrongLED Shareholders' Approval, by mutual written consent of Tons and StrongLED.

第8.1項 合意終止

於本契約基準日以前，無論係於收到湯石及大峽谷必要股東同意前或後，雙方於任何時點均得以書面合意終止本契約及開曼合併。

Section 8.2 Termination by Either Tons or StrongLED.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date by either Tons or StrongLED if:

第8.2項 湯石或大峽谷之終止

如有下列各款情形，湯石或大峽谷得於基準日前終止本契約及開曼合併：

(a) any laws, injunction or order having the effect set forth in Section 7.1(b) shall be in effect and shall have become final and non-appealable; provided, however, that the right to terminate this Agreement pursuant to this Section 8.2(a) shall not be available to a Party if the issuance of such final, non-appealable laws, injunction or order was primarily due to the breach or failure of such Party to perform in a material respect any of its obligations under this Agreement;

(a) 第7.1項(b)所定之法律、強制命令或命令發生效力且成為終局、不可變更時。惟若該終局、不可變更之法律、強制命令或命令，係因一方違約或怠於履行本契約約定之重大義務所致時，則該方則不具有依第8.2項(a)終止本契約之權利。

(b) the Required StrongLED Shareholders' Approval is not obtained at the StrongLED Shareholders Meeting or any adjournment thereof at which this Agreement and the Plan of Merger has been voted upon; or

(b) 大峽谷未於其股東會或續會中就本契約及合併計畫取得大峽谷股東必要同意。

(c) the Required Tons Shareholders' Approval is not obtained at the Tons Shareholders Meeting or any adjournment thereof at which the Share Issuance has been voted upon.

(c) 湯石未於其股東會中取得本案新股發行之湯石必要股東同意。

Section 8.3 Termination by Tons.

This Agreement may be terminated and the Merger may be abandoned at any time prior to

the Effective Date by Tons if:

第8.3項 湯石終止契約

若有以下情形，湯石得於基準日前終止本契約及開曼合併：

(a) the representations and warranties of StrongLED shall not be true and correct or StrongLED shall have breached or failed to perform any of its covenants or agreements contained in this Agreement, which failure to be true and correct, breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 7.2 and (ii) cannot be cured, or if capable of being cured, shall not have been cured within 30 days following receipt by StrongLED of written notice of such breach or failure to perform from Tons stating Tons's intention to terminate this Agreement pursuant to this Section 8.3(a) and the basis for such termination; provided, that Tons shall not have the right to terminate this Agreement pursuant to this Section 8.3(a) if it is then in material breach of any representations, warranties, covenants or other agreements hereunder that would result in any condition to Closing set forth in Section 7.3 not being satisfied; or

(a) 大峽谷之聲明與保證非屬真實、正確，或大峽谷有違約或怠於執行本契約下之承諾或協議。而該不實或錯誤，或違約或怠於執行有(i)致第7.2項之條件無法成就；且(ii)無法補正，或於可以補正之情況下，於湯石以書面通知大峽谷其違約或怠於執行後（應告知終止之事由，及若於三十日內未補正者，即依第8.3項(a)終止本契約），大峽谷仍未於期限內補正。但如因湯石重大違反聲明、保證、承諾或其他協議而將致第7.3項所定之交割條件未能成就，則湯石不得依第8.3項(a)主張終止本契約。或者；

(b) (i) all of the conditions set forth in Section 7.1 and Section 7.3 (other than those conditions that by their nature are to be satisfied by actions taken at the Closing) have been satisfied, (ii) Tons has confirmed by notice to StrongLED that all conditions set forth in Section 7.2 have been satisfied or that it is willing to waive any unsatisfied conditions in Section 7.2 and (iii) StrongLED fails to consummate the Merger within two (2) Business Days following the date the Closing should have occurred pursuant to Section 1.3.

(b) (i)第7.1項及第7.3項所定之條件（除了依其性質為交割時方可滿足之條件）均成就；(ii)湯石通知大峽谷確認第7.2項之條件已經滿足，或第7.2項之條件已被免除；且(iii)大峽谷未於第1.3項所定之應為交割日後2個營業日內完成開曼合併。

Section 8.4 Termination by StrongLED.

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date by StrongLED if:

第8.4項 大峽谷終止契約

若有以下情形，大峽谷得於基準日前終止本契約及開曼合併。

(a) the representations and warranties of Tons or Merger Sub shall not be true and correct or Tons or Merger Sub shall have breached or failed to perform any of their covenants or agreements contained in this Agreement, which failure to be true and correct, breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 7.3 and(ii) cannot be cured, or if capable of being cured, shall not have been cured within 30 days following receipt by Tons and Merger Sub of written notice of such breach or failure to perform from StrongLED stating StrongLED 's intention to terminate this Agreement pursuant to this Section 8.4(a) and the basis for such termination; provided, that StrongLED shall not have the right to terminate this Agreement pursuant to this Section 8.4(a) if it is then in material breach of any representations, warranties, covenants or other agreements hereunder that would result in any condition to Closing set forth in Section 7.2 not being satisfied; or

(a) 湯石或開曼湯石之聲明與保證非屬真實、正確，或湯石或開曼湯石有違約或怠於執行本契約下之承諾或協議。而該不實或錯誤之情事，或違約或怠於執行有(i)致第7.3項之條件無法成就；且(ii)無法補正，或於可補正之情況下，於大峽谷書面通知湯石或開曼湯石其違約及怠於執行之情事（告知終止事由及若於三十日內未補正者，即依第8.4項(a)終止本契約）並聲明若未補正將於三十日內終止本契約，惟湯石未於期限內補正。但如因大峽谷重大違反聲明、保證、承諾或其他協議而將致第7.2項所定之交割條件未能成就，則大峽谷不得依第8.4項(a)主張終止本契約。或者；

(b) if (i) all of the conditions set forth in Section 7.1 and Section 7.2 (other than those conditions that by their nature are to be satisfied by actions taken at the Closing) have been satisfied, (ii) StrongLED has confirmed by notice to Tons that all conditions set forth in Section 7.3 have been satisfied or that it is willing to waive any unsatisfied conditions in Section 7.3 and (iii) Tons or Merger Sub fail to consummate the Merger within two (2) Business Days following the date the Closing should have occurred pursuant to Section 1.3.

(b) (i)第7.1項及第7.2項(除了依其性質為交割時方可滿足之條件)所定之條件均成就；(ii)大峽谷通知湯石確認第7.3項之條件已經滿足，或第7.3項之條件已被免除；且(iii)大峽谷未於第1.3項所定之應為交割日後2個營業日內完成開曼合併。

Section 8.5 Effect of Termination and Abandonment.

In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article 8, written notice thereof shall be given to the other Party or Parties specifying the

provision hereof pursuant to which such termination is made, and this Agreement shall become void and of no effect with no liability on the part of any Party hereto (or of any of its Representatives); provided, however, that (i) this Section 8.5, 6.4, and Article 9 (in each case, subject to the terms thereof) shall remain in full force and effect and survive termination of this Agreement, and (ii) nothing herein shall relieve any Party from liability for fraud.

第8.5項 終止及放棄之效力

依第8條規定終止本契約及開曼合併時，一方應以書面通知他方或雙方，並應表明其所依據之終止條款，本契約因此對任何一方（或其代表人）均失其效力，且任何一方均不因此負擔任何義務。惟(i)第8.5項、第6.4項及第9條（依其條件）於本契約終止後仍具有完全效力，且(ii)任一方均不得自詐欺行為中免除其責。

ARTICLE 9

第9條

GENERAL PROVISIONS

一般條款

Section 9.1 Indemnification

(a) Tons shall indemnify StrongLED and hold StrongLED harmless against any Losses which StrongLED may suffer or sustain, arising from: (i) any material breach of any representation or warranty of Tons or the Merger Sub contained in Article 4, or (ii) any material breach of any covenant, agreement or other provision of this Agreement by Tons or the Merger Sub.

第9.1項 賠償

(a) 湯石應賠償大峽谷並使大峽谷免因(i)湯石或開曼湯石重大違反其依據本契約第4條之聲明與保證，或(ii)湯石或開曼湯石重大違反本契約下之承諾或協議，而受有損害。

(b) StrongLED shall indemnify Tons and hold Tons harmless against any Losses which Tons may suffer or sustain, arising from: (i) any material breach of any representation or warranty of StrongLED contained in Article 3 and (ii) any material breach of any covenant, agreement or other provision of this Agreement by StrongLED.

(b) 大峽谷應賠償湯石並使湯石免因(i)大峽谷重大違反其依據本契約第3條之聲明與保證，或(ii)大峽谷重大違反本契約下之承諾或協議，而受有損害。

(c) Losses in this Section 9.1 means any losses, damages, taxes, costs, and expenses (including but not limited to government fees, court fees, fees and disbursements of attorneys, accountants, counsels, securities underwriters and other professional).

(c) 本第9.1項所稱損害，係指所有損害、損失、稅金及費用（包括但不限於政府規費、

法院費用、律師、會計師、顧問、證券承銷商及其他專業人員的費用)

Section 9.2 Assignment; Binding Effect; Benefit.

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of laws or otherwise) without the prior written consent of the other parties hereto. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, except for the provisions of Sections 2.2 of this Agreement (collectively, the “Third Party Provisions”), nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement. The Third Party Provisions may be enforced only by the specifically intended beneficiaries thereof.

第9.2項 轉讓、拘束力及利益

本契約或任何權利、利益或義務，非經他方事前書面同意，不得轉讓之（無論係依法或其他之方式）。於不違反前述約定之前提下，本契約對於契約當事人及其繼受人、受讓人均有拘束力且惠及契約當事人及其繼受人、受讓人。無論本契約中是否有相反之規定，除本契約第2.2條之規定外（統稱為第三方條款），本契約並無明示或暗示賦予本契約當事人以外之人或其受讓人因本契約取得任何權利、救濟、義務或責任。第三方條款僅得由特定受益人執行。

Section 9.3 Entire Agreement.

This Agreement and any documents delivered by the parties in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof.

第9.3項 完整合意

本契約及任何雙方因本契約所交付之任何相關文件，構成雙方對本契約標的之完整合意。

Section 9.4 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of China (Taiwan) without regard to its rules of conflict of laws, except that the following matters to the extent provided for in this Agreement shall be construed, performed and enforced in accordance with the laws of the Cayman Islands: the Merger, the vesting of the undertaking, property and liabilities of Merger Sub in StrongLED, the exchange of StrongLED Shares for Tons Shares and the treatment of StrongLED Shares pursuant thereto and the rights provided

for in Section 238 of the Cayman Companies Act with respect to any Dissenting Shares.

第9.4項 準據法

本契約應以中華民國法為準據法。惟下列事項於本契約約定範圍內應依開曼群島法律解釋、履行及執行：開曼合併、開曼湯石之營運、財產及責任歸屬至大峽谷、大峽谷與湯石之股份轉換、大峽谷股份之處理等、以及依開曼群島公司法第238條之異議股東權。

Section 9.5 Language.

This Agreement has been executed in the English language only, except that the Disclosure Schedule has been delivered in the Chinese language. A Chinese translation of this Agreement will be prepared but any such translation will be for reference only, and the English version shall prevail in the event of any discrepancy between the English version and its Chinese reference translation.

第9.5項 語言

本契約應以英文為準，但揭露事項係以中文記載者，則以中文為準。本契約之中文翻譯僅供參考，若中英文版本有不一致者，應依英文為準。

Section 9.6 Dispute Resolution.

第9.6項 爭端解決

(a) Any and all disputes, controversies and conflicts between the Parties in connection with this Agreement and the performance or non-performance of the obligations set forth herein shall be settled amicably between the Parties through good faith negotiation or conciliation within thirty (30) days after written notice of such dispute, controversy or conflict has been given by one Party to the other Party.

(a) 契約當事人間任何關於本契約之履行或本契約所定之義務未履行之爭端、爭議及衝突，應盡可能於一方以書面通知他方該爭端、爭議或衝突後30日內，先由契約當事人基於誠信，透過友好協商解決之。

(b) Failing an amicable settlement thereof within the 30-day period specified above, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration referred to the Chinese Arbitration Association, Taipei (“Association”) in accordance with the Arbitration Act of the ROC, and the Association’s arbitration rules for the time being in force. The place of arbitration shall be in Taipei, Taiwan. The language of arbitration shall be

Mandarin Chinese. The Tribunal shall consist of three arbitrator(s).

(b) 若未能依上述於 30 日內友好解決時，包括任何有關本契約之存在、效力及終止等任何與本契約相關之爭端，均應依中華民國仲裁法及當時有效之中華民國仲裁協會仲裁規則之規定，以中華民國仲裁協會為爭議解決機關解決之。仲裁地點應於台灣台北。仲裁使用語言應為繁體中文。仲裁庭應由三位仲裁人組成。

(c) The arbitral award made and granted by the arbitrators shall be final, binding and incontestable and may be used as a basis for judgment and for enforcement purposes anywhere. All costs of arbitration (including those incurred in the appointment of the three members of the arbitration board) shall be apportioned in the arbitral award.

(c) 仲裁人所做成之仲裁決定應具有最終性、拘束性、不可爭性，且可作為判決及各地執行之基礎。仲裁費用(包含委任三名仲裁人之費用)應於仲裁決定中分攤。

Section 9.7 Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all of the parties hereto.

第9.7項 簽署份數

每份經各方當事人簽署及交付之本契約即為正本，並應構成同份文件。如有任一份僅部分當事人簽署，可與經其他當事人簽署之其他份，共同視為一份。

Section 9.8. Headings.

Headings of the Articles and Sections of this Agreement are for the convenience of the parties only and shall be given no substantive or interpretative effect whatsoever.

第9.8項 標題

本契約各條款之標題僅係為便利雙方參考，不得作為解釋之依據。

Section 9.9. Severability.

If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

第9.9項 可分性

若本契約之任何條款經有管轄權之法院或仲裁庭認定為無效、違法或無法執行時，應考量當事人之意思，使該條款仍應盡可能有效。若該條款仍無法執行，則該條款應自於本契約刪除，而本契約其他條款將繼續有效，如同本契約從未包含該無效、違法或無法執行之條款。

Section 9.10 Notices.

All notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed given if delivered personally or sent by registered or certified mail, postage prepaid, by e-mail (which is confirmed) or overnight courier (with proof of delivery) to a Party at the following address for such Party:

if to Tons, to:

Address: 4F., No. 236, Bo'ai St., Shulin Dist., New Taipei City, Taiwan (R.O.C.)

E-mail: scott.wang@tons.com.tw

Attention: Scott Wang

if to Merger Sub, to:

Address: 4F., No. 236, Bo'ai St., Shulin Dist., New Taipei City, Taiwan (R.O.C.)

E-mail: scott.wang@tons.com.tw

Attention: Scott Wang

if to StrongLEDLED, to:

Address: 24F.-5, No. 186, Shizheng N. 7th Rd., Xitun Dist., Taichung City, Taiwan (R.O.C.)

E-mail: david-cw.chang@strongled.com

Attention: David Chang

第9.10項 通知

本契約之一切通知、請求、指示或其他本契約所要求應以書面作成之文件，若以親自遞送、掛號信寄送、預付郵資、電子郵件（經確認）、快遞（具送達證明）等方式送達至他方下列地址時，均應視為已送達：

湯石：

地址：新北市樹林區博愛街236號4樓

電子郵件：scott.wang@tons.com.tw

聯絡人：王志遠

湯石開曼

地址：新北市樹林區博愛街236號4樓

電子郵件：scott.wang@tons.com.tw

聯絡人：王志遠

大峽谷

地址：臺中市西屯區市政北七路186號24樓之5

電子郵件：david-cw.chang@strongled.com

聯絡人：張忠瑋

Section 9.11 Increase, Decrease or Change of the Entity

第9.11項 主體增減變動

In the event that there is any increase, decrease or change of the number of entities to participate the transaction under this Agreement after the date of this Agreement and before the Effective Date, the procedures and actions that have been completed by the Parties of this Agreement shall be readopted by all parties intending to participate in the transaction, and the merger and share conversion agreement shall be signed again. Tons and StrongLED shall submit a motion to the shareholders' meeting when submitting this Agreement, authorizing the boards of directors of each Party to negotiate on the related matters upon the aforementioned event happened, and in the case of decrease of the number of entities to participate the transaction under this Agreement, with no need to convene a separate shareholders' meeting to make a resolution.

於本契約簽訂後，基準日之前，本契約所定交易之主體或家數發生增減變動者，則本契約各當事人依法已完成之程序及行為，應由所有參與交易之公司重行為之，並重新共同簽訂併購及股份轉換契約。湯石及大峽谷應於提報股東會決議本契約所定交易案時一併提請股東會決議，如有上開情事發生，且係參加家數減少，則授權董事會協議相關事宜，無須另行召開股東會決議之。

Section 9.12 Definitions.

第9.12項 定義

(a) “Business Day” means any day other than a Saturday or Sunday or a day on which banks are required or authorized to close in Taipei, ROC.

(a)營業日：係指週六、週日或中華民國台北地區銀行停止營業之日以外之日。

(b) “Board” means the Board of Directors of the Tons, StrongLED and/or Merger Sub.

(b)董事會：係指湯石、大峽谷及/或開曼湯石之董事會。

(c) “StrongLED Material Adverse Effect” means that changes, circumstances, events, effects or occurrences, (i) has had or would reasonably be expected to have a material adverse effect on the business, results of operations, assets or consolidated financial condition of StrongLED and its Subsidiaries, taken as a whole, or (ii) would or would reasonably be expected to prevent or materially impair or delay the consummation of the transactions contemplated by this Agreement.

(c)大峽谷重大不利影響：係指任何變動、情形、事件、影響或發生，而個別地或與其他變動、情形、事件、影響或發生綜合地：(i)已對或可合理預期將對大峽谷及其子公司整體的營業、營運結果、資產或合併財務狀況有重大不利影響；或(ii)會或可合理預期會使本契約所訂交易無法進行、受重大損害或遲延。

(d) “Governmental Entity” means any supranational, national, state, municipal or local court or tribunal or administrative, governmental, quasi-governmental or regulatory body, agency or authority.

(d)政府單位：係指任何超國家的、全國性的、州的、市的或當地法院或委員會或行政、官方、準官方或管制的個體、機構或機關。

(e) “Intellectual Property” means in any and all jurisdictions worldwide, all (i) patents, patent improvement, design right, database right, statutory invention registrations and invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (ii) trademarks, service marks, domain names, uniform resource locators, trade dress, trade names, logos and other identifiers of source, including the goodwill symbolized thereby or associated therewith, (iii) works of authorship (including software) and copyrights, (iv) confidential and proprietary information, including trade secrets and confidential and proprietary know-how, inventions, processes, models and methodologies, (v) rights of publicity, (vi) registrations, applications, renewals, extension, division or reissue for any of the foregoing in (i)-(v), and (vii) all rights in the foregoing and in other similar intangible assets.

(e)智慧財產權：係指全球之(1)專利、專利改良、設計、資料庫、依法登記之發明、揭露之發明，以及所有相關之全部或部分延續、分割、重新核發、重新審查、更替及專利展期，(2)商標、服務標章、網域名稱、網址、URL、商品外觀、商品名稱、標誌及

其他可識別來源，包括所象徵或相關之商譽；(3)作品之版權（包括軟體）及著作權，(4)機密且獨占之資訊，包括商業秘密、機密且獨占之know-how、發明、程序、模式及方法。(5)公開權，(6)註冊、申請、更新、延展、分割或重新註冊任何上述(1)~(5)，以及(7)所有上述權利及其他相類似之無形資產。

(f) “know” or “knowledge” means, with respect to any Party, the knowledge of such Party's executive officers after due inquiry, including inquiry of such Party's counsel and other officers or employees of such Party responsible for the relevant matter.

(f)所知：係指當事人之任一方，其執行經理人於適當詢問該當事人之顧問及負責相關事件之經理人或員工後所得知悉之資訊。

(g) “Lien” means, with respect to any asset (including, without limitation, any security) any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

(g)負擔：係指有關財產（包括但不限於任何擔保）之抵押權、留置權、抵押、質押、擔保利益或任何形式之產權上負擔。

(h) “StrongLED Intellectual Property” means StrongLED Owned Intellectual Property and StrongLED Licensed Intellectual Property.

(h)大峽谷智慧財產權：係指大峽谷持有之智慧財產權及大峽谷被授權之智慧財產權。

(i) “StrongLED IP Agreements” means all (i) licenses of Intellectual Property to StrongLED and its Subsidiaries, (ii) licenses of Intellectual Property by StrongLED or any of its Subsidiaries to third parties and (iii) agreements restricting the right of StrongLED or its Subsidiaries, or pursuant to which StrongLED or its Subsidiaries permit other Persons, to use or register Intellectual Property.

(i)大峽谷智慧財產契約：係指所有(i)授權予大峽谷及其子公司；(ii)大峽谷或其任一子公司授權予第三人；及(iii)限制大峽谷或其子公司使用或註冊登記智慧財產權之權利，或大峽谷或其子公司許可其他人使用或註冊登記智慧財產權之契約。

(j) “StrongLED Licensed Intellectual Property” means all Intellectual Property owned by third parties (including Tons) and licensed to StrongLED and any of its Subsidiaries pursuant to StrongLED IP Agreements.

(j)大峽谷被授權之智慧財產權：係指依大峽谷IP契約，所有第三人（包含湯石）持有且授權給大峽谷及其任一子公司之智慧財產權。

(k) “StrongLED Owned Intellectual Property” means all Intellectual Property which is owned by or is proprietary to StrongLED or any of its Subsidiaries pursuant to the applicable laws.

(k)大峽谷持有之智慧財產權：係指依法由大峽谷及其任一子公司之智慧財產權。

(l) “Tons Material Adverse Effect” means any change, circumstance, event, effect or occurrence that, individually or in the aggregate, with all other changes, circumstances, events, effects or occurrences, (i) has had or would reasonably be expected to have a material adverse effect on the business, results of operations, assets or consolidated financial condition of Tons and its Subsidiaries taken as a whole, (ii) would or would reasonably be expected to prevent or materially impair or delay the consummation of the transactions contemplated by this Agreement; or (iii) is reasonably likely to materially and adversely affect the ability of Tons to operate or conduct the business of Tons and its Subsidiaries in the manner in which they are currently operated or conducted or contemplated to be operated or conducted.

(l)湯石重大不利影響：係指任何變動、情形、事件、影響或發生，而個別地或與其他變動、情形、事件、影響或發生綜合地：(i)已對或可合理預期將對湯石及其子公司整體的營業、營運結果、資產或合併財務狀況有重大不利影響；(ii)可合理預期會使本契約所定交易無法進行、受重大損害或遲延；或(iii)可能對湯石經營或管理湯石或其子公司依目前或將來擬經營或管理之營業，有重大且不利之影響。

(m) “Person” means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group.

(m)人：係指個人、公司、有限責任公司、合夥、協會、信託、非法人組織或其他機構或團體。

(n) “Proceeding” means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Entity.

(n)程序：係指政府單位所為或經由政府單位主張之任何請求、法律行動、訴訟、仲裁、詢問、程序、調查。

(o) “Related Person” means with respect to any Person, any corporation or other business organization of which such Person is a director, officer or partner or is the beneficial owner, directly or indirectly, of ten percent or more of any class of equity securities, any trust or estate in which such Person has a substantial beneficial interest or as to which such Person serves as a trustee or in a similar capacity and any relative or spouse of such Person, or any relative of

such spouse, who has the same home as such Person.

(o)關係人：係指擔任任何公司或其他事業組織之董事、經理人或合夥人，或為10%以上任何種類之股權有價證券的直接或間接受益人、或對信託財產或資產有實質利益，或擔任受託人或其他類似權限之人，或為該人之親屬、配偶，或與其同住之配偶親屬。

(p) “Representatives” means a Party’s respective officers, employees, agents, advisers, nominated directors, shareholders, assignees or other representatives.

(p)代表人：係指各當事人之經理人、員工、代理、顧問、被提名董事、股東、受讓人或其他有代表權之人。

(q) “Subsidiary” means, when used with reference to any Person, (i) of which such party or any other Subsidiary of such party is a general or managing partner, or (ii) the outstanding voting securities or interests of which, having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization, are directly or indirectly owned or controlled by such party or by any one or more of its Subsidiaries, and, when use with reference to Tons or StrongLED, of which Tons or StrongLED, as applicable, consolidates in its consolidated financial statements as a variable interest entity in accordance with IFRS.

(q)子公司：係指於符合下述條件者：(1)任何一方或其他子公司擔任該人之一般或管理合夥人，或(2)行使股份或股權之投票權，依其條款中之普通投票權有權選任董事會之多數董事直接或間接由一方之當事人或其一個或數個子公司所擁有或控制之者；就湯石或大峽谷係指其個別依IFRS於合併財務報表中之子公司。

(r) “Tax Returns” means all federal, state, local, provincial returns, declarations, statements, claims, reports, schedules, forms and information returns and, including any attachment thereto or amendment thereof, with respect to Taxes.

(r)納稅申報書：係指稅務相關之聯邦、州、地方、市政府各層級申報、宣稱、聲明、請求、報告、計畫、表格及資訊通知單，包括任何附件或修正。

(s) “Tax” or “Taxes” includes all forms of taxation, whenever created or imposed, whether imposed by a local, municipal, governmental, provincial, state, foreign, federal or other Governmental Entity, including all interest, penalties and additions imposed with respect to such amounts.

(s)稅或稅負：係指包含地方、市政府、政府、省、州、外國、聯邦或其他政府組織之所有形式稅收，包括利息、罰款及相關額外費用。

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IN WITNESS WHEREOF, Tons, Merger Sub and StrongLED have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

茲證明本契約已經湯石及大峽谷正式授權且具有代表權限之人於首揭期日簽署。

Tons Lightology Inc.

By:

Name: Tang, Shih-Chuan

Title: Chairman

湯石照明科技股份有限公司

代表人：湯士權

職稱：董事長



湯士權

Tons Lightology (Cayman) Inc.

By:

Name: Tang, Shih-Chuan

Title: Director

湯石照明科技股份有限公司(開曼)

代表人：湯士權

職稱：董事

湯士權

StrongLED Lighting Systems (Cayman) Co., Ltd.

By:

Name: Chang, Chia-Jui

Title: Chairman

大峽谷半導體照明系統(開曼)股份有限公司

代表人：張家瑞

職稱：董事長

For and on behalf of
StrongLED Lighting Systems (Cayman) Co., Ltd.
大峽谷半導體照明系統(開曼)股份有限公司

張家瑞

Authorized Signature(s)

Annex A
Plan of Merger

The Companies Act (As Revised) of the Cayman Islands
Plan of Merger

This plan of merger (the "**Plan of Merger**") is made on [●] 2023 between StrongLED Lighting Systems (Cayman) Co., Ltd. (the "**Company**" or the "**Surviving Company**") and TONS LIGHTOLOGY (CAYMAN) INC. (the "**Merging Company**").

Whereas the Merging Company is a Cayman Islands exempted company and is entering into this Plan of Merger pursuant to the provisions of Part XVI of the Companies Act (As Revised) (the "**Statute**").

Whereas the Company is a Cayman Islands exempted company and is entering into this Plan of Merger pursuant to the provisions of Part XVI of the Statute.

Whereas the sole director of the Merging Company and the directors of the Company deem it desirable and in the commercial interests of the Merging Company and the Company, respectively, that the Merging Company be merged with and into the Company and that the undertaking, property and liabilities of the Merging Company vest in the Surviving Company (the "**Merger**").

Terms not otherwise defined in this Plan of Merger shall have the meanings given to them under the Merger and Share Conversion Agreement dated April 7, 2023 and made between the Company, the Merging Company and Tons Lightology Inc. (the "**Merger Agreement**") a copy of which is annexed at Annexure 1 hereto.

Now therefore this Plan of Merger provides as follows:

- 1 The constituent companies (as defined in the Statute) to this Merger are the Company and the Merging Company.
- 2 The surviving company (as defined in the Statute) is the Surviving Company.
- 3 The registered office of the Company is c/o Portcullis TrustNet (Cayman) Ltd., the Grand Pavilion Commercial Centre, Oleander Way, 802 West Bay Road, P.O. Box 32052, Grand Cayman, KY1-1208, Cayman Islands and the registered office of the Merging Company is c/o Maples Corporate Services Limited of PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.
- 4 Immediately prior to the Effective Date (as defined below), the share capital of the Company will be NT\$600,000,000 divided into 60,000,000 ordinary shares of a par value of NT\$10 each and the Company will have 37,010,000 ordinary shares in issue.
- 5 Immediately prior to the Effective Date (as defined below), the share capital of the Merging Company will be US\$10,000 divided into 10,000 ordinary shares of a par value of US\$1.00 each and the Merging Company will have 1 ordinary share in issue.
- 6 The date on which it is intended that the Merger is to take effect is the date that this Plan of Merger is registered by the Registrar in accordance with section 233(13) of the Statute (the "**Effective Date**").
- 7 The terms and conditions of the Merger, including the manner and basis of converting shares in each constituent company into shares in the Surviving Company or into other property (including shares in Tons Lightology Inc.), are set out in the Merger Agreement in the form annexed at Annexure 1 hereto.

- 8 The rights and restrictions attaching to the shares in the Surviving Company (as the surviving company of the Merger) are set out in the Amended and Restated Memorandum and Articles of Association of the Surviving Company in the form annexed at Annexure 2 hereto.
- 9 Upon the Effective Date, the authorised share capital of the Surviving Company be decreased from NT\$600,000,000 divided into 60,000,000 ordinary shares of a par value of NT\$10 each to NT\$100,000 divided into 10,000 ordinary shares each of a par value of NT\$10 each by the cancellation of 59,990,000 shares of NT\$10 par value each.
- 10 The Memorandum and Articles of Association of the Company shall be amended and restated by their deletion in their entirety and the substitution in their place of the Amended and Restated Memorandum and Articles of Association of the Surviving Company in the form annexed at Annexure 2 hereto on the Effective Date, and the authorised share capital of the Surviving Company shall be as set out therein.
- 11 There are no amounts or benefits which are or shall be paid or payable to any director of either constituent company or the Surviving Company consequent upon the Merger.
- 12 The Merging Company has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.
- 13 The Company has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.
- 14 The names and addresses of each director of the surviving company (as defined in the Statute) are:
 - 14.1 Tang, Shih-Chuan of 15F., No. 8; Ln. 107 Wanfang Rd., Wenshan Dist., Taipei City, Taiwan (R.O.C.)
 - 14.2 Chan, Yi-Chen of 5F., No. 113; Sec. 2 Jianguo Rd., Da'an Dist., Taipei City, Taiwan (R.O.C.) and
 - 14.3 Wang, Chih-Yuan of 10F., No. 16-5; Ln. 113 Junying St., Shulin Dist., New Taipei City, Taiwan (R.O.C.).
- 15 This Plan of Merger has been approved by the board of directors of each of the Company and the Merging Company pursuant to section 233(3) of the Statute.
- 16 This Plan of Merger has been authorised by the shareholders of the Company pursuant to section 233(6) of the Statute by way of resolutions passed at an annual general meeting of the Company. This Plan of Merger has been authorised by the sole shareholder of the Merger Company pursuant to section 233(6) of the Statute.
- 17 At any time prior to the Effective Date, this Plan of Merger may be:
 - 17.1 terminated by the board of directors of either the Company or the Merging Company;
 - 17.2 amended by the board of directors of both the Company and the Merging Company to:

- (a) change the Effective Date provided that such changed date shall not be a date later than the ninetieth day after the date of registration of this Plan of Merger with the Registrar of Companies; and
- (b) effect any other changes to this Plan of Merger which the directors of both the Company and the Merging Company deem advisable, provided that such changes do not materially adversely affect any rights of the shareholders of the Company or the Merging Company, as determined by the directors of both the Company and the Merging Company, respectively.

18 This Plan of Merger may be executed in counterparts.

19 This Plan of Merger shall be governed by and construed in accordance with the laws of the Cayman Islands.

In witness whereof the parties hereto have caused this Plan of Merger to be executed on the day and year first above written.

SIGNED by Chang, Chia-Jui)
Duly authorised for) _____
and on behalf of) Director
StrongLED Lighting Systems)
(Cayman) Co., Ltd.)

SIGNED by Tang, Shih-Chuan)
Duly authorised for) _____
and on behalf of) Director
TONS LIGHTOLOGY (CAYMAN) INC.)

Annex B

Articles of Association of StrongLED upon Effective Date

**THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED
MEMORANDUM AND ARTICLES OF ASSOCIATION**

OF

StrongLED Lighting Systems (Cayman) Co., Ltd.

**THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION
OF**

StrongLED Lighting Systems (Cayman) Co., Ltd.

- 1 The name of the Company is StrongLED Lighting Systems (Cayman) Co., Ltd..
- 2 The Registered Office of the Company shall be at the offices of [***], [***], or at such other place within the Cayman Islands as the Directors may decide.
- 3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the Cayman Islands.
- 4 The liability of each Member is limited to the amount unpaid on such Member's shares.
- 5 The share capital of the Company is NT\$100,000 divided into 10,000 shares of a par value of NT\$10 each.
- 6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.
- 7 Capitalised terms that are not defined in this Memorandum of Association bear the respective meanings given to them in the Articles of Association of the Company.

**THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED
ARTICLES OF ASSOCIATION
OF**

StrongLED Lighting Systems (Cayman) Co., Ltd.

1 Interpretation

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

"Articles"	means these articles of association of the Company.
"Auditor"	means the person for the time being performing the duties of auditor of the Company (if any).
"Company"	means the above named company.
"Directors"	means the directors for the time being of the Company.
"Dividend"	means any dividend (whether interim or final) resolved to be paid on Shares pursuant to the Articles.
"Electronic Record"	has the same meaning as in the Electronic Transactions Act.
"Electronic Transactions Act"	means the Electronic Transactions Act (As Revised) of the Cayman Islands.
"Member"	has the same meaning as in the Statute.
"Memorandum"	means the memorandum of association of the Company.
"Ordinary Resolution"	means a resolution passed by a simple majority of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution. In computing the majority when a

poll is demanded regard shall be had to the number of votes to which each Member is entitled by the Articles.

"Register of Members"	means the register of Members maintained in accordance with the Statute and includes (except where otherwise stated) any branch or duplicate register of Members.
"Registered Office"	means the registered office for the time being of the Company.
"Seal"	means the common seal of the Company and includes every duplicate seal.
"Share"	means a share in the Company and includes a fraction of a share in the Company.
"Special Resolution"	has the same meaning as in the Statute, and includes a unanimous written resolution.
"Statute"	means the Companies Act (As Revised) of the Cayman Islands.
"Subscriber"	means the subscriber to the Memorandum.
"Treasury Share"	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

1.2 In the Articles:

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing the masculine gender include the feminine gender;
- (c) words importing persons include corporations as well as any other legal or natural person;
- (d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
- (e) "shall" shall be construed as imperative and "may" shall be construed as permissive;
- (f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;
- (g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

- (h) the term "and/or" is used to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);
- (i) headings are inserted for reference only and shall be ignored in construing the Articles;
- (j) any requirements as to delivery under the Articles include delivery in the form of an Electronic Record;
- (k) any requirements as to execution or signature under the Articles including the execution of the Articles themselves can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Act;
- (l) sections 8 and 19(3) of the Electronic Transactions Act shall not apply;
- (m) the term "clear days" in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect; and
- (n) the term "holder" in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share.

2 Commencement of Business

- 2.1 The business of the Company may be commenced as soon after incorporation of the Company as the Directors shall see fit.
- 2.2 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

3 Issue of Shares

- 3.1 Subject to the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Dividend or other distribution, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights. Notwithstanding the foregoing, the Subscriber shall have the power to:
 - (a) issue one Share to itself;

- (b) transfer that Share by an instrument of transfer to any person; and
- (c) update the Register of Members in respect of the issue and transfer of that Share.

3.2 The Company shall not issue Shares to bearer.

4 Register of Members

4.1 The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.

4.2 The Directors may determine that the Company shall maintain one or more branch registers of Members in accordance with the Statute. The Directors may also determine which register of Members shall constitute the principal register and which shall constitute the branch register or registers, and to vary such determination from time to time.

5 Closing Register of Members or Fixing Record Date

5.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days.

5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose.

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

6 Certificates for Shares

6.1 A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors. The Directors may authorise certificates to be issued with the authorised signature(s) affixed by mechanical process. All certificates for Shares shall be

consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to the Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

- 6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.
- 6.4 Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

7 Transfer of Shares

- 7.1 Subject to Article 3.1, Shares are transferable subject to the approval of the Directors by resolution who may, in their absolute discretion, decline to register any transfer of Shares without giving any reason. If the Directors refuse to register a transfer they shall notify the transferee within two months of such refusal.
- 7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if the Directors so require, signed by or on behalf of the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

8 Redemption, Repurchase and Surrender of Shares

- 8.1 Subject to the provisions of the Statute the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of such Shares shall be effected in such manner and upon such other terms as the Company may, by Special Resolution, determine before the issue of the Shares.
- 8.2 Subject to the provisions of the Statute, the Company may purchase its own Shares (including any redeemable Shares) in such manner and on such other terms as the Directors may agree with the relevant Member.
- 8.3 The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.
- 8.4 The Directors may accept the surrender for no consideration of any fully paid Share.

9 Treasury Shares

- 9.1 The Directors may, prior to the purchase, redemption or surrender of any Share, determine that such Share shall be held as a Treasury Share.
- 9.2 The Directors may determine to cancel a Treasury Share or transfer a Treasury Share on such terms as they think proper (including, without limitation, for nil consideration).

10 Variation of Rights of Shares

- 10.1 If at any time the share capital of the Company is divided into different classes of Shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied without the consent of the holders of the issued Shares of that class where such variation is considered by the Directors not to have a material adverse effect upon such rights; otherwise, any such variation shall be made only with the consent in writing of the holders of not less than two thirds of the issued Shares of that class, or with the approval of a resolution passed by a majority of not less than two thirds of the votes cast at a separate meeting of the holders of the Shares of that class. For the avoidance of doubt, the Directors reserve the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the holders of Shares of the relevant class. To any such meeting all the provisions of the Articles relating to general meetings shall apply *mutatis mutandis*, except that the necessary quorum shall be one person holding or representing by proxy at least one third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.
- 10.2 For the purposes of a separate class meeting, the Directors may treat two or more or all the classes of Shares as forming one class of Shares if the Directors consider that such class of Shares would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes of Shares.
- 10.3 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

11 Commission on Sale of Shares

The Company may, in so far as the Statute permits, pay a commission to any person in consideration of that person subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

12 Non Recognition of Trusts

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

13 Lien on Shares

- 13.1 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or their estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.
- 13.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within 14 clear days after notice has been received or deemed to have been received by the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.
- 13.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or their nominee shall be registered as the holder of the Shares comprised in any such transfer, and they shall not be bound to see to the application of the purchase money, nor shall their title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under the Articles.
- 13.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any balance shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

14 Call on Shares

- 14.1 Subject to the terms of the allotment and issue of any Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares (whether in respect of par value or premium), and each Member shall (subject to receiving at least 14 clear days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made

shall remain liable for calls made upon them notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

- 14.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.
- 14.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 14.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.
- 14.5 An amount payable in respect of a Share on issue or allotment or at any fixed date, whether on account of the par value of the Share or premium or otherwise, shall be deemed to be a call and if it is not paid all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 14.6 The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.
- 14.7 The Directors may, if they think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by that Member, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.
- 14.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a Dividend or other distribution payable in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

15 Forfeiture of Shares

- 15.1 If a call or instalment of a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.
- 15.2 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all Dividends, other distributions or other monies payable in respect of the forfeited Share and not paid before the forfeiture.

- 15.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.
- 15.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited and shall remain liable to pay to the Company all monies which at the date of forfeiture were payable by that person to the Company in respect of those Shares together with interest at such rate as the Directors may determine, but that person's liability shall cease if and when the Company shall have received payment in full of all monies due and payable by them in respect of those Shares.
- 15.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money, if any, nor shall their title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.
- 15.6 The provisions of the Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the par value of the Share or by way of premium as if it had been payable by virtue of a call duly made and notified.

16 Transmission of Shares

- 16.1 If a Member dies the survivor or survivors (where they were a joint holder) or their legal personal representatives (where they were a sole holder), shall be the only persons recognised by the Company as having any title to the deceased Member's Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which the Member was a joint or sole holder.
- 16.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may be required by the Directors, elect, by a notice in writing sent by that person to the Company, either to become the holder of such Share or to have some person nominated by them registered as the holder of such Share. If they elect to have another person registered as the holder of such Share they shall sign an instrument of transfer of that Share to that person. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before their death or bankruptcy or liquidation or dissolution, as the case may be.

16.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same Dividends, other distributions and other advantages to which they would be entitled if they were the holder of such Share. However, they shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered or to have some person nominated by them registered as the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before their death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within 90 days of being received or deemed to be received (as determined pursuant to the Articles) the Directors may thereafter withhold payment of all Dividends, other distributions, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

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

17.1 The Company may by Ordinary Resolution:

- (a) increase its share capital by such sum as the Ordinary Resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;
- (b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
- (c) convert all or any of its paid-up Shares into stock, and reconvert that stock into paid-up Shares of any denomination;
- (d) by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value; and
- (e) cancel any Shares that at the date of the passing of the Ordinary Resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the Shares so cancelled.

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

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

- (a) change its name;

- (b) alter or add to the Articles;
- (c) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and
- (d) reduce its share capital or any capital redemption reserve fund.

18 Offices and Places of Business

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

19 General Meetings

- 19.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 19.2 The Company may, but shall not (unless required by the Statute) be obliged to, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the Registered Office on the second Wednesday in December of each year at ten o'clock in the morning. At these meetings the report of the Directors (if any) shall be presented.
- 19.3 The Directors may call general meetings, and they shall on a Members' requisition forthwith proceed to convene an extraordinary general meeting of the Company.
- 19.4 A Members' requisition is a requisition of Members holding at the date of deposit of the requisition not less than 10% in par value of the issued Shares which as at that date carry the right to vote at general meetings of the Company.
- 19.5 The Members' requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.
- 19.6 If there are no Directors as at the date of the deposit of the Members' requisition or if the Directors do not within 21 days from the date of the deposit of the Members' requisition duly proceed to convene a general meeting to be held within a further 21 days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three months after the expiration of the said 21 day period.
- 19.7 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

20 Notice of General Meetings

- 20.1 At least five clear days' notice shall be given of any general meeting. Every notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be conducted at the general meeting and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:
- (a) in the case of an annual general meeting, by all of the Members entitled to attend and vote at the meeting; and
 - (b) in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, together holding not less than 95% in par value of the Shares giving that right.
- 20.2 The accidental omission to give notice of a general meeting to, or the non receipt of notice of a general meeting by, any person entitled to receive such notice shall not invalidate the proceedings of that general meeting.

21 Proceedings at General Meetings

- 21.1 No business shall be transacted at any general meeting unless a quorum is present. Two Members being individuals present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by its duly authorised representative or proxy.
- 21.2 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.
- 21.3 A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by or on behalf of all of the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations or other non-natural persons, signed by their duly authorised representatives) shall be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held.
- 21.4 If a quorum is not present within half an hour from the time appointed for the meeting to commence or if during such a meeting a quorum ceases to be present, the meeting, if convened upon a Members' requisition, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and/or place or to such other day, time and/or place as the

Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting to commence, the Members present shall be a quorum.

- 21.5 The Directors may, at any time prior to the time appointed for the meeting to commence, appoint any person to act as chairperson of a general meeting of the Company or, if the Directors do not make any such appointment, the chairperson, if any, of the board of Directors shall preside as chairperson at such general meeting. If there is no such chairperson, or if the chairperson shall not be present within 15 minutes after the time appointed for the meeting to commence, or is unwilling to act, the Directors present shall elect one of their number to be chairperson of the meeting.
- 21.6 If no Director is willing to act as chairperson or if no Director is present within 15 minutes after the time appointed for the meeting to commence, the Members present shall choose one of their number to be chairperson of the meeting.
- 21.7 The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 21.8 When a general meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice of an adjourned meeting.
- 21.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the chairperson demands a poll, or any other Member or Members collectively present in person or by proxy (or in the case of a corporation or other non-natural person, by its duly authorised representative or proxy) and holding at least 10% in par value of the Shares giving a right to attend and vote at the meeting demand a poll.
- 21.10 Unless a poll is duly demanded and the demand is not withdrawn a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 21.11 The demand for a poll may be withdrawn.
- 21.12 Except on a poll demanded on the election of a chairperson or on a question of adjournment, a poll shall be taken as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.
- 21.13 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such date, time and place as the chairperson of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

21.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a second or casting vote.

22 Votes of Members

22.1 Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or by proxy, shall have one vote and on a poll every Member present in any such manner shall have one vote for every Share of which they are the holder.

22.2 In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or, in the case of a corporation or other non-natural person, by its duly authorised representative or proxy), shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

22.3 A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by their committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

22.4 No person shall be entitled to vote at any general meeting unless they are registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by them in respect of Shares have been paid.

22.5 No objection shall be raised as to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time in accordance with this Article shall be referred to the chairperson whose decision shall be final and conclusive.

22.6 On a poll or on a show of hands votes may be cast either personally or by proxy (or in the case of a corporation or other non-natural person by its duly authorised representative or proxy). A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy the instrument of proxy shall state which proxy is entitled to vote on a show of hands and shall specify the number of Shares in respect of which each proxy is entitled to exercise the related votes.

22.7 On a poll, a Member holding more than one Share need not cast the votes in respect of their Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing the proxy, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which they are appointed either for or against a resolution and/or abstain from voting a Share or some or all of the Shares in respect of which they are appointed.

23 Proxies

- 23.1 The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of their attorney duly authorised in writing, or, if the appointor is a corporation or other non natural person, under the hand of its duly authorised representative. A proxy need not be a Member.
- 23.2 The Directors may, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be deposited. In the absence of any such direction from the Directors in the notice convening any meeting or adjourned meeting or in an instrument of proxy sent out by the Company, the instrument appointing a proxy shall be deposited physically at the Registered Office not less than 48 hours before the time appointed for the meeting or adjourned meeting to commence at which the person named in the instrument proposes to vote.
- 23.3 The chairperson may in any event at their discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the chairperson, shall be invalid.
- 23.4 The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.
- 23.5 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

24 Corporate Members

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

25 Shares that May Not be Voted

Shares in the Company that are beneficially owned by the Company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

26 Directors

There shall be a board of Directors consisting of not less than one person (exclusive of alternate Directors) provided however that the Company may by Ordinary Resolution increase or reduce the limits in the number of Directors. The first Directors of the Company may be determined in writing by, or appointed by a resolution of, the Subscriber.

27 Powers of Directors

27.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

27.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

27.3 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to their surviving spouse, civil partner or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

27.4 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

28 Appointment and Removal of Directors

28.1 The Company may by Ordinary Resolution appoint any person to be a Director or may by Ordinary Resolution remove any Director.

28.2 The Directors may appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

29 Vacation of Office of Director

The office of a Director shall be vacated if:

- (a) the Director gives notice in writing to the Company that they resign the office of Director; or
- (b) the Director is absent (for the avoidance of doubt, without being represented by proxy or an alternate Director appointed by them) from three consecutive meetings of the board of Directors without special leave of absence from the Directors, and the Directors pass a resolution that they have by reason of such absence vacated office; or
- (c) the Director dies, becomes bankrupt or makes any arrangement or composition with their creditors generally; or
- (d) the Director is found to be or becomes of unsound mind; or
- (e) all of the other Directors (being not less than two in number) determine that the Director should be removed as a Director, either by a resolution passed by all of the other Directors at a meeting of the Directors duly convened and held in accordance with the Articles or by a resolution in writing signed by all of the other Directors.

30 Proceedings of Directors

- 30.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two if there are two or more Directors, and shall be one if there is only one Director. A person who holds office as an alternate Director shall, if their appointor is not present, be counted in the quorum. A Director who also acts as an alternate Director shall, if their appointor is not present, count twice towards the quorum.
- 30.2 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of their appointor to a separate vote on behalf of their appointor in addition to their own vote.
- 30.3 A person may participate in a meeting of the Directors or any committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairperson is located at the start of the meeting.
- 30.4 A resolution in writing (in one or more counterparts) signed by all the Directors or all the members of a committee of the Directors or, in the case of a resolution in writing relating to the removal of any Director or the vacation of office by any Director, all of the Directors other than the Director who is the subject of such resolution (an alternate Director being entitled to sign such a resolution

on behalf of their appointor and if such alternate Director is also a Director, being entitled to sign such resolution both on behalf of their appointor and in their capacity as a Director) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

- 30.5 A Director or alternate Director may, or other officer of the Company on the direction of a Director or alternate Director shall, call a meeting of the Directors by at least two days' notice in writing to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held. To any such notice of a meeting of the Directors all the provisions of the Articles relating to the giving of notices by the Company to the Members shall apply *mutatis mutandis*.
- 30.6 The continuing Directors (or a sole continuing Director, as the case may be) may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.
- 30.7 The Directors may elect a chairperson of their board and determine the period for which they are to hold office; but if no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for the meeting to commence, the Directors present may choose one of their number to be chairperson of the meeting.
- 30.8 All acts done by any meeting of the Directors or of a committee of the Directors (including any person acting as an alternate Director) shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or alternate Director, and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director or alternate Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.
- 30.9 A Director but not an alternate Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by that Director. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

31 Presumption of Assent

A Director or alternate Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting or unless they shall file their written dissent from such action with the person acting as the chairperson or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director or alternate Director who voted in favour of such action.

32 Directors' Interests

- 32.1 A Director or alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with their office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.
- 32.2 A Director or alternate Director may act on their own or by, through or on behalf of their firm in a professional capacity for the Company and they or their firm shall be entitled to remuneration for professional services as if they were not a Director or alternate Director.
- 32.3 A Director or alternate Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by them as a director or officer of, or from their interest in, such other company.
- 32.4 No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director or alternate Director holding office or of the fiduciary relationship thereby established. A Director (or their alternate Director in their absence) shall be at liberty to vote in respect of any contract or transaction in which they are interested provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by them at or prior to its consideration and any vote thereon.
- 32.5 A general notice that a Director or alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in which they have an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

33 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of recording all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of the Directors, including the names of the Directors or alternate Directors present at each meeting.

34 Delegation of Directors' Powers

- 34.1 The Directors may delegate any of their powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers,

authorities and discretions as they consider desirable to be exercised by that Director, provided that an alternate Director may not act as managing director and the appointment of a managing director shall be revoked forthwith if they cease to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

- 34.2 The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees, local boards or agencies. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.
- 34.3 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.
- 34.4 The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in them.
- 34.5 The Directors may appoint such officers of the Company (including, for the avoidance of doubt and without limitation, any secretary) as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of their appointment an officer of the Company may be removed by resolution of the Directors or Members. An officer of the Company may vacate their office at any time if they give notice in writing to the Company that they resign their office.

35 Alternate Directors

- 35.1 Any Director (but not an alternate Director) may by writing appoint any other Director, or any other person willing to act, to be an alternate Director and by writing may remove from office an alternate Director so appointed by them.

- 35.2 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which their appointor is a member, to attend and vote at every such meeting at which the Director appointing them is not personally present, to sign any written resolution of the Directors, and generally to perform all the functions of their appointor as a Director in their absence.
- 35.3 An alternate Director shall cease to be an alternate Director if their appointor ceases to be a Director.
- 35.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 35.5 Subject to the provisions of the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for their own acts and defaults and shall not be deemed to be the agent of the Director appointing them.

36 No Minimum Shareholding

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

37 Remuneration of Directors

- 37.1 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.
- 37.2 The Directors may by resolution approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond that Director's ordinary routine work as a Director. Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to their remuneration as a Director.

38 Seal

- 38.1 The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer of the Company or other person appointed by the Directors for the purpose.

- 38.2 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.
- 38.3 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over their signature alone to any document of the Company required to be authenticated by them under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

39 Dividends, Distributions and Reserve

- 39.1 Subject to the Statute and this Article and except as otherwise provided by the rights attached to any Shares, the Directors may resolve to pay Dividends and other distributions on Shares in issue and authorise payment of the Dividends or other distributions out of the funds of the Company lawfully available therefor. A Dividend shall be deemed to be an interim Dividend unless the terms of the resolution pursuant to which the Directors resolve to pay such Dividend specifically state that such Dividend shall be a final Dividend. No Dividend or other distribution shall be paid except out of the realised or unrealised profits of the Company, out of the share premium account or as otherwise permitted by law.
- 39.2 Except as otherwise provided by the rights attached to any Shares, all Dividends and other distributions shall be paid according to the par value of the Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date, that Share shall rank for Dividend accordingly.
- 39.3 The Directors may deduct from any Dividend or other distribution payable to any Member all sums of money (if any) then payable by the Member to the Company on account of calls or otherwise.
- 39.4 The Directors may resolve that any Dividend or other distribution be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees in such manner as may seem expedient to the Directors.
- 39.5 Except as otherwise provided by the rights attached to any Shares, Dividends and other distributions may be paid in any currency. The Directors may determine the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.
- 39.6 The Directors may, before resolving to pay any Dividend or other distribution, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be

applicable for any purpose of the Company and pending such application may, at the discretion of the Directors, be employed in the business of the Company.

- 39.7 Any Dividend, other distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, other distributions, bonuses, or other monies payable in respect of the Share held by them as joint holders.
- 39.8 No Dividend or other distribution shall bear interest against the Company.
- 39.9 Any Dividend or other distribution which cannot be paid to a Member and/or which remains unclaimed after six months from the date on which such Dividend or other distribution becomes payable may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend or other distribution shall remain as a debt due to the Member. Any Dividend or other distribution which remains unclaimed after a period of six years from the date on which such Dividend or other distribution becomes payable shall be forfeited and shall revert to the Company.

40 Capitalisation

The Directors may at any time capitalise any sum standing to the credit of any of the Company's reserve accounts or funds (including the share premium account and capital redemption reserve fund) or any sum standing to the credit of the profit and loss account or otherwise available for distribution; appropriate such sum to Members in the proportions in which such sum would have been divisible amongst such Members had the same been a distribution of profits by way of Dividend or other distribution; and apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power given to the Directors to make such provisions as they think fit in the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental or relating thereto and any agreement made under such authority shall be effective and binding on all such Members and the Company.

41 Books of Account

- 41.1 The Directors shall cause proper books of account (including, where applicable, material underlying documentation including contracts and invoices) to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and

liabilities of the Company. Such books of account must be retained for a minimum period of five years from the date on which they are prepared. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

- 41.2 The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.
- 41.3 The Directors may cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

42 Audit

- 42.1 The Directors may appoint an Auditor of the Company who shall hold office on such terms as the Directors determine.
- 42.2 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.
- 42.3 Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an ordinary company, and at the next extraordinary general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an exempted company, and at any other time during their term of office, upon request of the Directors or any general meeting of the Members.

43 Notices

- 43.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, telex, fax or email to such Member or to such Member's address as shown in the Register of Members (or where the notice is given by email by sending it to the email address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail.
- 43.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall

be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays in the Cayman Islands) following the day on which the notice was posted. Where a notice is sent by telex or fax service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by email service shall be deemed to be effected by transmitting the email to the email address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the email to be acknowledged by the recipient.

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

44 Winding Up

- 44.1 If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit. Subject to the rights attaching to any Shares, in a winding up:
- (a) if the assets available for distribution amongst the Members shall be insufficient to repay the whole of the Company's issued share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the par value of the Shares held by them; or
 - (b) if the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the Company's issued share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise.
- 44.2 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and with the approval of a Special Resolution of the Company and any other approval required by

the Statute, divide amongst the Members in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like approval, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like approval, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

45 Indemnity and Insurance

- 45.1 Every Director and officer of the Company (which for the avoidance of doubt, shall not include auditors of the Company), together with every former Director and former officer of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.
- 45.2 The Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.
- 45.3 The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

46 Financial Year

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

47 Transfer by Way of Continuation

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

48 Mergers and Consolidations

The Company shall have the power to merge or consolidate with one or more other constituent companies (as defined in the Statute) upon such terms as the Directors may determine and (to the extent required by the Statute) with the approval of a Special Resolution.

Annex C

The articles of incorporation of Tons upon Effective Date

第一章 總 則

- 第 一 條：本公司依照公司法股份有限公司之規定組織之，定名為湯石照明科技股份有限公司。英文名稱定為 Tons Lightology Inc.。
- 第 二 條：本公司所營事業如下：
1. CC01030 電器及視聽電子產品製造業
 2. CC01040 照明設備製造業
 3. CC01080 電子零組件製造業
 4. CH01010 體育用品製造業
 5. F106010 五金批發業
 6. F106030 模具批發業
 7. F109070 文教、樂器、育樂用品批發業
 8. F113020 電器批發業
 9. F119010 電子材料批發業
 10. F206010 五金零售業
 11. F209060 文教、樂器、育樂用品零售業
 12. F213010 電器零售業
 13. F219010 電子材料零售業
 14. F401010 國際貿易業
 15. E601010 電器承裝業
 16. ZZ99999 除許可業務外，得經營法令非禁止或限制之業務。
- 第 三 條：本公司設總公司於新北市，必要時經董事會之決議及主管機關之核准得在國內外設立分支機構。

第二章 股 份

- 第 四 條：本公司額定資本總額為新台幣 800,000,000 元，分為 80,000,000 股，每股新台幣 10 元，其中未發行之股份，授權董事會分次發行。
前項額定資本總額內保留新台幣 80,000,000 元，共計 8,000,000 股，供發行員工認股權憑證轉換之用，得依董事會決議分次發行之。
- 第 五 條：本公司轉投資總額，不受公司法第十三條有關轉投資不得超過實收股本百分之四十之限制。
- 第五條之一：本公司得對外背書保證，其作業依本公司背書保證作業程序辦理。
- 第 六 條：本公司股票為記名式，並應編號及由董事簽名或蓋章，並經依法得擔任股票發行簽證人之銀行簽證後發行之。
本公司發行之股份，得免印製股票，惟應洽證券商集中保管事業機構登錄。本公司股務處理作業，悉依主管機關相關法令之規定辦理。
- 第 七 條：股東名簿記載之變更，自股東常會開會前六十日內，股東臨時會開會前三十日內或公

司決定分派股息及紅利或其他利益之基準日前五日內，不得為之。

第八條：股東會分股東常會及股東臨時會二種，股東常會每年至少召開一次，於每會計年度終了後六個月內由董事會依法召開之，股東臨時會於必要時依法召集之。

本公司股東會開會時，得以視訊會議或其他經中央主管機關公告之方式為之。

第八條之一：股東常會之召集應於三十日前；股東臨時會之召集應於十五日前，將開會之日期、地點及召集事由通知個股東並公告之。

第三章 股東會

第九條：股東會開會時，以董事長為主席。董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定董事一人代理之，董事長未指定代理人者，由董事互推一人代理之。

第十條：股東因故不能出席股東會時，依公司法第一七七條規定出具委託書，委託代理人出席。股東委託出席之辦法除公司法另有規定外，悉依主管機關訂定之「公開發行公司出席股東會使用委託書規則」辦理之。

第十一條：股東會之決議，除公司法另有規定外，應有代表已發行股份總數過半數股東之出席，以出席股東表決權過半數之同意行之。

第十二條：本公司股東除有公司法第一百五十七條第三款、第一百七十九條及相關法令規定之情形外，每股有一表決權。

第四章 董事及經理人

第十三條：本公司撤銷公開發行時，應依公司法一百五十六條第三項規定辦理之。

第十四條：本公司設董事七~九人，任期三年，連選得連任。董事任期屆滿而不及改選時，延長其執行職務，至改選董事就任時為止。

董事之選舉均採公司法第一百九十二條之一之候選人提名制度，由股東就候選人名單中選任之。

本公司得經董事會決議為本公司董事購買責任保險。

第十五條：本公司上述董事名額中，獨立董事人數不得少於三人，且不得少於董事席次五分之一。有關獨立董事之專業資格、持股、兼職限制、提名與選任方式及其他應遵行事項，依證券主管機關之規定辦理。

本公司依據證券交易法第14條之4規定設置審計委員會並由審計委員會負責執行公司法、證券交易法暨其他法令規定之職權。

審計委員會由全體獨立董事組成。

第十六條：董事會應由三分之二以上董事之出席，及出席董事過半數之同意互選一人為董事長，並得以同一方式互選一人為副董事長。董事長對外代表公司。

- 第十七條：董事會之召集，應載明召集事由，於七日前通知各董事。但有緊急情事時，得隨時召集之。本公司董事會之召集得以書面、電子郵件(E-Mail)或傳真方式為之。
董事會除公司法另有規定外，由董事長召集之。董事會之決議，除公司法另有規定外，應有過半數董事之出席，以出席董事過半數之同意行之。
- 第十八條：董事長為董事會主席，董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定董事一人代理之，董事長未指定代理人者，由董事互推一人代理之。董事應親自出席董事會，董事因故不能出席者，得出具委託書，列舉召集事由之授權範圍，委託其他董事代理之，前項代理人以受一人之委託為限。
董事會得以視訊會議為之，董事以視訊畫面參與會議者，視為親自出席。
- 第十九條：本公司董事之報酬由董事會依其對本公司營運參與之程度及貢獻之價值，並參酌國內業界水準議定之，不論營業盈虧應支給之。
- 第二十條：公司得設經理人，其委任、解任及報酬應依公司法規定為之。

第五章 會 計

- 第廿一條：本公司會計年度自01月01日至12月31日止。每屆年度終了應辦理決算。
- 第廿二條：本公司應根據公司法第二二八條之規定，於每會計年度終了，由董事會造具下列各項表冊，提交股東常會請求承認之。
一、營業報告書。
二、財務報表。
三、盈餘分派或虧損彌補之議案。
- 第廿三條：股息及紅利之分派，以各股東持有股份之比例為準。公司無盈餘時，不得分派股息及紅利。
- 第廿三條之一：公司當年度如有獲利，應提撥百分之五至百分之十五為員工酬勞及提撥百分之二·五以下為董事酬勞。但公司尚有累積虧損時，應預先保留彌補數額。
員工酬勞以股票或現金為之，應由董事會以董事三分之二以上之出席及出席董事過半數同意之決議行之，並報告股東會。
員工酬勞以股票或現金為之，分派之對象得包括符合一定條件之從屬公司之員工，相關辦法授權董事會制定。
上述獲利狀況係指稅前利益扣除分派員工酬勞前及董事酬勞前之利益，是以一次分派方式為之。
- 第廿四條：本公司年度決算所得稅後盈餘，依下列順序分派之。
一、彌補虧損。
二、提存百分之十為法定盈餘公積及視需要提列或迴轉特別盈餘公積。
三、餘額加計上年度未分配盈餘為累積可分配盈餘，由董事會擬具盈餘分派議案，提請股東會決議分派之。
本公司產業發展階段屬於成長期，配合目前及未來之發展計畫、投資環境、資金需求

及國內外競爭狀況等因素，兼顧股東利益、平衡股利及公司長期財務規劃等。盈餘分配除依前項規定辦理外，股東紅利之發放比率應不低於累積可分配盈餘之百分之五十，其中現金紅利之分派不低於股東紅利總額之百分之十。但董事會得依當時整體營運狀況調整該比例，並提請股東會決議。

本公司董事會得以三分之二以上董事之出席，及出席董事過半數之決議，將應分派股息及紅利、資本公積或法定盈餘公積之全部或一部以發放現金之方式為之，並報告股東會，不適用前項應經股東會決議之規定。

第 廿五 條：股東股息紅利之分派，以決定分派股息及紅利之基準日前五日記載於股東名簿之股東為限。

第六章 附 則

第 廿六 條：本公司組織規程及辦事細則另訂之。

第 廿七 條：本章程如有未盡事宜，悉依公司法規定辦理之。

第 廿八 條：本章程由發起人會議經全體發人同意於中華民國八十一年八月十四日。第一次修訂於民國八十九年六月二十六日，第二次修訂於民國八十九年十一月二十日，第三次修訂於民國九十一年三月八日，第四次修訂於民國九十一年十一月二十五日，第五次修訂於民國九十二年二月十日，第六次修訂於民國九十五年三月七日，第七次修訂於民國九十五年八月十日，第八次修訂於民國九十五年十月十二日，第九次修訂於民國九十六年四月二十九日，第十次修訂於民國九十六年五月十日，第十一次修訂於民國九十六年七月二十九日，第十二次修訂於民國九十六年十月八日，第十三次修訂於民國九十六年十二月三十一日，第十四次修訂於民國九十八年六月二十六日，第十五次修訂於民國一〇〇年五月二十三日，第十六次修訂於民國一〇一年六月二十日，第十七次修訂於民國一〇二年六月十日，第十八次修訂於民國一〇四年五月二十八日，第十九次修訂於民國一〇五年五月三十一日，第二十次修訂於民國一〇六年五月二十六日，第二十一次修訂於民國一〇七年五月三十日，第二十二次修訂於民國一〇八年五月二十九日，第二十三次修訂於民國一一一年五月二十六日，第二十四次修訂於民國一一年五月二十五日。

【附錄一】

湯石照明科技股份有限公司
股東會議事規範

第一條：本公司股東會之議事規範，除法令或章程另有規定者外，應依本規範之規定。

第二條：本公司股東會除法令另有規定外，由董事會召集之。

本公司股東會召開方式之變更應經董事會決議，並最遲於股東會開會通知書寄發前為之。

本公司應於股東常會開會三十日前或股東臨時會開會十五日前，將股東會開會通知書、委託書用紙、有關承認案、討論案、選任或解任董事事項等各項議案之案由及說明資料製作成電子檔案傳送至公開資訊觀測站。並於股東常會開會二十一日前或股東臨時會開會十五日前，將股東會議事手冊及會議補充資料，製作電子檔案傳送至公開資訊觀測站，但本公司於最近會計年度終了日實收資本額達新臺幣一百億元以上或最近會計年度召開股東常會其股東名簿記載之外資及陸資持股比率合計達百分之三十以上者，應於股東常會開會三十日前完成前開電子檔案之傳送。股東會開會十五日前，備妥當次股東會議事手冊及會議補充資料，供股東隨時索閱，並陳列於本公司及本公司所委任之專業股務代理機構。

前項之議事手冊及會議補充資料，本公司於股東會開會當日應依下列方式提供股東參閱：

一、召開實體股東會時，應於股東會現場發放。

二、召開視訊輔助股東會時，應於股東會現場發放，並以電子檔案傳送至視訊會議平台。

三、召開視訊股東會時，應以電子檔案傳送至視訊會議平台。

通知及公告應載明召集事由；其通知經相對人同意者，得以電子方式為之。

選任或解任董事、變更章程、減資、申請停止公開發行、董事競業許可、盈餘轉增資、公積轉增資、公司解散、合併、分割或公司法第一百八十五條第一項各款之事項、證券交易法第二十六條之一、第四十三條之六、發行人募集與發行有價證券處理準則第五十六條之一及第六十條之二之事項，應在召集事由中列舉並說明其主要內容，不得以臨時動議提出；其主要內容得置於證券主管機關或公司指定之網站，並應將其網址載明於開會通知書。

股東會召集事由已載明全面改選董事，並載明就任日期，該次股東會改選完成後，同次會議不得再以臨時動議或其他方式變更其就任日期。

持有已發行股份總數百分之一以上股份之股東，得向本公司提出股東常會議案，以一項為限，提案超過一項者，均不列入議案。另股東所提議案有公司法第 172 條之 1 第 4 項各款情形之一，董事會得不列為議案。股東得提出為敦促公司增進公共利

益或善盡社會責任之建議性提案，程序上應依公司法第 172 條之 1 之相關規定以 1 項為限，提案超過 1 項者，均不列入議案。

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

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

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

第三條： 股東得於每次股東會，出具本公司印發之委託書，載明授權範圍，委託代理人，出席股東會。

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

委託書送達本公司後，股東欲親自出席股東會或欲以書面或電子方式行使表決權者，應於股東會開會二日前，以書面向本公司為撤銷委託之通知；逾期撤銷者，以委託代理人出席行使之表決權為準。

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

第四條： 股東會召開之地點，應於本公司所在地或便利股東出席且適合股東會召開之地點為之，會議開始時間不得早於上午九時或晚於下午三時，召開之地點及時間，應充分考量獨立董事之意見。

本公司召開視訊股東會時，不受前項召開地點之限制。

第五條： 本公司應於開會通知書載明受理股東、徵求人、受託代理人（以下簡稱股東）報到時間、報到處地點，及其他應注意事項。

前項受理股東報到時間至少應於會議開始前三十分鐘辦理之；報到處應有明確標示，並派適足適任人員辦理之；股東會視訊會議應於會議開始前三十分鐘，於股東會視訊會議平台受理報到，完成報到之股東，視為親自出席股東會。

股東應憑出席證、出席簽到卡或其他出席證件出席股東會，本公司對股東出席所憑依之證明文件不得任意增列要求提供其他證明文件；屬徵求委託書之徵求人並應攜帶身分證明文件，以備核對。

本公司應設簽名簿供出席股東簽到，或由出席股東繳交簽到卡以代簽到。

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

政府或法人為股東時，出席股東會之代表人不限於一人。法人受託出席股東會時，

僅得指派一人代表出席。

股東會以視訊會議召開者，股東欲以視訊方式出席者，應於股東會開會二日前，向本公司登記。

股東會以視訊會議召開者，本公司至少應於會議開始前三十分鐘，將議事手冊、年報及其他相關資料上傳至股東會視訊會議平台，並持續揭露至會議結束。

第五條之一：本公司召開股東會視訊會議，應於股東會召集通知載明下列事項：

一、股東參與視訊會議及行使權利方法。

二、因天災、事變或其他不可抗力情事致視訊會議平台或以視訊方式參與發生障礙之處理方式，至少包括下列事項：

(一)發生前開障礙持續無法排除致須延期或續行會議之時間，及如須延期或續行集會時之日期。

(二)未登記以視訊參與原股東會之股東不得參與延期或續行會議。

(三)召開視訊輔助股東會，如無法續行視訊會議，經扣除以視訊方式參與股東會之出席股數，出席股份總數達股東會開會之法定定額，股東會應繼續進行，以視訊方式參與股東，其出席股數應計入出席之股東股份總數，就該次股東會全部議案，視為棄權。

(四)遇有全部議案已宣布結果，而未進行臨時動議之情形，其處理方式。

三、召開視訊股東會，並應載明對以視訊方式參與股東會有困難之股東所提供之適當替代措施。

第六條：股東會如由董事會召集者，其主席由董事長擔任之，董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定常務董事一人代理之；其未設常務董事者，指定董事一人代理之，董事長未指定代理人者，由常務董事或董事互推一人代理之。

前項主席係由常務董事或董事代理者，以任職六個月以上，並瞭解公司財務業務狀況之常務董事或董事擔任之。主席如為法人董事之代表人者，亦同。

董事會所召集之股東會，董事長宜親自主持，且宜有董事會過半數之董事親自出席，及各類功能性委員會成員至少一人代表出席，並將出席情形記載於股東會議事錄。

股東會如由董事會以外之其他召集權人召集者，主席由該召集權人擔任之，召集權人有二人以上時，應互推一人擔任之。

本公司得指派所委任之律師、會計師或相關人員列席股東會。

第七條：本公司應於受理股東報到時起將股東報到過程、會議進行過程、投票計票過程全程連續不間斷錄音及錄影。

前項影音資料應至少保存一年。但經股東依公司法第一百八十九條提起訴訟者，應保存至訴訟終結為止。

股東會以視訊會議召開者，本公司應對股東之註冊、登記、報到、提問、投票及公司計票結果等資料進行記錄保存，並對視訊會議全程連續不間斷錄音及錄影。

前項資料及錄音錄影，本公司應於存續期間妥善保存，並將錄音錄影提供受託辦理

視訊會議事務者保存。

股東會以視訊會議召開者，本公司宜對視訊會議平台後台操作介面進行錄音錄影。

第八條：股東會之出席，應以股份為計算基準。出席股數依簽名簿或繳交之簽到卡及視訊會議平台報到股數，加計以書面或電子方式行使表決權之股數計算之。

已屆開會時間，主席應即宣布開會，並同時公布無表決權數及出席股份數等。惟未有代表已發行股份總數過半數之股東出席時，主席得宣布延後開會，其延後次數以二次為限，延後時間合計不得超過一小時。延後二次仍不足有代表已發行股份總數三分之一以上股東出席時，由主席宣布流會；股東會以視訊會議召開者，本公司另應於股東會視訊會議平台公告流會。

前項延後二次仍不足額而有代表已發行股份總數三分之一以上股東出席時，得依公司法第一百七十五條第一項規定為假決議，並將假決議通知各股東於一個月內再行召集股東會；股東會以視訊會議召開者，股東欲以視訊方式出席者，應依第六條向本公司重行登記。

於當次會議未結束前，如出席股東所代表股數達已發行股份總數過半數時，主席得將作成之假決議，依公司法第一百七十四條規定重新提請股東會表決。

第九條：股東會如由董事會召集者，其議程由董事會訂定之，相關議案（包括臨時動議及原議案修正）均應採逐案票決，會議應依排定之議程進行，非經股東會決議不得變更之。

股東會如由董事會以外之其他有召集權人召集者，準用前項之規定。

前二項排定之議程於議事（含臨時動議）未終結前，非經決議，主席不得逕行宣布散會；主席違反議事規則，宣布散會者，董事會其他成員應迅速協助出席股東依法定程序，以出席股東表決權過半數之同意推選一人擔任主席，繼續開會。

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

第十條：出席股東發言前，須先填具發言條載明發言要旨、股東戶號（或出席證編號）及戶名，由主席定其發言順序。

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

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

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

法人股東指派二人以上之代表出席股東會時，同一議案僅得推由一人發言。

出席股東發言後，主席得親自或指定相關人員答覆。

股東會以視訊會議召開者，以視訊方式參與之股東，得於主席宣布開會後，至宣布散會前，於股東會視訊會議平台以文字方式提問，每一議案提問次數不得超過兩次，每次以二百字為限，不適用第一項至第五項規定。

前項提問未違反規定或未超出議案範圍者，宜將該提問揭露於股東會視訊會議平台，以為周知。

第十一條：股東會之表決，應以股份為計算基準。

股東會之決議，對無表決權股東之股份數，不算入已發行股份之總數。

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

前項不得行使表決權之股份數，不算入已出席股東之表決權數。

除信託事業或經證券主管機關核准之股務代理機構外，一人同時受二人以上股東委託時，其代理之表決權不得超過已發行股份總數表決權之百分之三，超過時其超過之表決權，不予計算。

第十二條：股東每股有一表決權；但受限制或公司法第一百七十九條第二項所列無表決權者，不在此限。

本公司召開股東會時，應採行以電子方式並得採行以書面方式行使其表決權；其以書面或電子方式行使表決權時，其行使方法應載明於股東會召集通知。以書面或電子方式行使表決權之股東，視為親自出席股東會。但就該次股東會之臨時動議及原議案之修正，視為棄權，故本公司宜避免提出臨時動議及原議案之修正。

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

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

議案之表決，除公司法及本公司章程另有規定外，以出席股東表決權過半數之同意通過之。表決時，應逐案由主席或其指定人員宣佈出席股東之表決權總數後，由股東逐案進行投票表決，並於股東會召開後當日，將股東同意、反對及棄權之結果輸入公開資訊觀測站。

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

議案表決之監票及計票人員，由主席指定之，但監票人員應具有股東身分。

股東會表決或選舉議案之計票作業應於股東會場內公開處為之，且應於計票完成後，當場宣布表決結果，包含統計之權數，並作成紀錄。

本公司召開股東會視訊會議，以視訊方式參與之股東，於主席宣布開會後，應透過視訊會議平台進行各項議案表決及選舉議案之投票，並應於主席宣布投票結束前完成，逾時者視為棄權。

股東會以視訊會議召開者，應於主席宣布投票結束後，為一次性計票，並宣布表決及選舉結果。

本公司召開視訊輔助股東會時，已依第六條規定登記以視訊方式出席股東會之股東，欲親自出席實體股東會者，應於股東會開會二日前，以與登記相同之方式撤銷登記；逾期撤銷者，僅得以視訊方式出席股東會。

以書面或電子方式行使表決權，未撤銷其意思表示，並以視訊方式參與股東會者，除臨時動議外，不得再就原議案行使表決權或對原議案提出修正或對原議案之修正行使表決權。

第十三條：股東會有選舉董事時，應依本公司所訂相關選任規範辦理，並應當場宣布選舉結果，包含當選董事之名單與其當選權數。

前項選舉事項之選舉票，應由監票員密封簽字後，妥善保管，並至少保存一年。但經股東依公司法第一百八十九條提起訴訟者，應保存至訴訟終結為止。

第十四條：股東會之議決事項，應作成議事錄，由主席簽名或蓋章，並於會後二十日內，將議事錄分發各股東。議事錄之製作及分發，得以電子方式為之。

前項議事錄之分發，本公司得以輸入公開資訊觀測站之公告方式為之。

議事錄應確實依會議之年、月、日、場所、主席姓名、決議方法、議事經過之要領及表決結果（包含統計之權數）記載之，有選舉董事時，應揭露每位候選人之得票權數。在本公司存續期間，應永久保存。

股東會以視訊會議召開者，其議事錄除依前項規定應記載事項外，並應記載股東會之開會起迄時間、會議之召開方式、主席及紀錄之姓名，及因天災、事變或其他不可抗力情事致視訊會議平台或以視訊方式參與發生障礙時之處理方式及處理情形。

本公司召開視訊股東會，除應依前項規定辦理外，並應於議事錄載明，對於以視訊方式參與股東會有困難股東提供之替代措施。

第十五條：徵求人徵得之股數、受託代理人代理之股數及股東以書面或電子方式出席之股數，本公司應於股東會開會當日，依規定格式編造之統計表，於股東會場內為明確之揭示；股東會以視訊會議召開者，本公司至少應於會議開始前三十分鐘，將前述資料上傳至股東會視訊會議平台，並持續揭露至會議結束。

本公司召開股東會視訊會議，宣布開會時，應將出席股東股份總數，揭露於視訊會議平台。如開會中另有統計出席股東之股份總數及表決權數者，亦同。

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

第十六條：辦理股東會會務人員應佩戴識別證或臂章。

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

會場備有擴音設備者，股東非以本公司配置之設備發言時，主席得制止之。

股東違反議事規則不服從主席糾正，妨礙會議之進行經制止不從者，得由主席指揮糾察員或保全人員請其離開會場。

第十七條：會議進行時，主席得酌定時間宣布休息，發生不可抗拒之情事時，主席得裁定暫時停止會議，並視情況宣布續行開會之時間。

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

股東會得依公司法第一百八十二條之規定，決議在五日內延期或續行集會。

第十八條：股東會以視訊會議召開者，本公司應於投票結束後，即時將各項議案表決結果及選舉結果，依規定揭露於股東會視訊會議平台，並應於主席宣布散會後，持續揭露至少十五分鐘。

第十九條：本公司召開視訊股東會時，主席及紀錄人員應在國內之同一地點，主席並應於開會時宣布該地點之地址。

第二十條：股東會以視訊會議召開者，本公司得於會前提供股東簡易連線測試，並於會前及會議中即時提供相關服務，以協助處理通訊之技術問題。

股東會以視訊會議召開者，主席應於宣布開會時，另行宣布除公開發行股票公司股務處理準則第四十四條之二十四項所定無須延期或續行集會情事外，於主席宣布散會前，因天災、事變或其他不可抗力情事，致視訊會議平台或以視訊方式參與發生障礙，持續達三十分鐘以上時，應於五日內延期或續行集會之日期，不適用公司法第一百八十二條之規定。

發生前項應延期或續行會議，未登記以視訊參與原股東會之股東，不得參與延期或續行會議。

依第二項規定應延期或續行會議，已登記以視訊參與原股東會並完成報到之股東，未參與延期或續行會議者，其於原股東會出席之股數、已行使之表決權及選舉權，應計入延期或續行會議出席股東之股份總數、表決權數及選舉權數。

依第二項規定辦理股東會延期或續行集會時，對已完成投票及計票，並宣布表決結果或董事、監察人當選名單之議案，無須重行討論及決議。

本公司召開視訊輔助股東會，發生第二項無法續行視訊會議時，如扣除以視訊方式出席股東會之出席股數後，出席股份總數仍達股東會開會之法定定額者，股東會應繼續進行，無須依第二項規定延期或續行集會。

發生前項應繼續進行會議之情事，以視訊方式參與股東會股東，其出席股數應計入

出席股東之股份總數，惟就該次股東會全部議案，視為棄權。

本公司依第二項規定延期或續行集會，應依公開發行股票公司股務處理準則第四十四條之二十七項所列規定，依原股東會日期及各該條規定辦理相關前置作業。

公開發行公司出席股東會使用委託書規則第十二條後段及第十三條第三項、公開發行股票公司股務處理準則第四十四條之五第二項、第四十四條之十五、第四十四條之十七第一項所定期間，本公司應依第二項規定延期或續行集會之股東會日期辦理。

第二十一條：本公司召開視訊股東會時，應對於以視訊方式出席股東會有困難之股東，提供適當替代措施。

第二十二條：本規範制訂於中華民國九十七年六月二十七日，第一次修訂於中華民國九十八年六月二十六日，第二次修訂於民國一〇二年六月十日，第三次修訂於民國一〇四年五月二十八日，第四次修訂於民國一〇七年五月三十日，第五次修訂於民國一一〇年八月十九日，第六次修訂於民國一一一年五月二十六日。

【附錄二】

湯石照明科技股份有限公司
公司章程(修訂前)

第一章 總 則

第 一 條：本公司依照公司法股份有限公司之規定組織之，定名為湯石照明科技股份有限公司。英文名稱定為 Tons Lightology Inc.。

第 二 條：本公司所營事業如下：

- 1.CC01030 電器及視聽電子產品製造業
- 2.CC01040 照明設備製造業
- 3.CC01080 電子零組件製造業
- 4.CH01010 體育用品製造業
- 5.F106010 五金批發業
- 6.F106030 模具批發業
- 7.F109070 文教、樂器、育樂用品批發業
- 8.F113020 電器批發業
- 9.F119010 電子材料批發業
- 10.F206010 五金零售業
- 11.F209060 文教、樂器、育樂用品零售業
- 12.F213010 電器零售業
- 13.F219010 電子材料零售業
- 14.F401010 國際貿易業
- 15.E601010 電器承裝業
- 16.ZZ99999 除許可業務外，得經營法令非禁止或限制之業務。

第 三 條：本公司設總公司於新北市，必要時經董事會之決議及主管機關之核准得在國內外設立分支機構。

第二章 股 份

第 四 條：本公司額定資本總額為新台幣 500,000,000 元，分為 50,000,000 股，每股新台幣 10 元，其中未發行之股份，授權董事會分次發行。

前項額定資本總額內保留新台幣伍仟萬元，共計伍佰萬股，供發行員工認股權憑證轉換之用，得依董事會決議分次發行之。

第 五 條：本公司轉投資總額，不受公司法第十三條有關轉投資不得超過實收股本百分之四十之限制。

第五條之一：本公司得對外背書保證，其作業依本公司背書保證作業程序辦理。

第 六 條：本公司股票為記名式，並應編號及由董事三人以上簽名或蓋章，再經主管機關或其核定之發行登記機構簽證後發行之。

本公司發行之股份，得免印製股票，惟應洽證券商集中保管事業機構登錄。本公司股務處理作業，悉依主管機關相關法令之規定辦理。

第 七 條：股東名簿記載之變更，自股東常會開會前六十日內，股東臨時會開會前三十日內或公司決定分派股息及紅利或其他利益之基準日前五日內，不得為之。

- 第八條：股東會分股東常會及股東臨時會二種，股東常會每年至少召開一次，於每會計年度終了後六個月內由董事會依法召開之，股東臨時會於必要時依法召集之。
本公司股東會開會時，得以視訊會議或其他經中央主管機關公告之方式為之。
- 第八條之一：股東常會之召集應於三十日前；股東臨時會之召集應於十五日前，將開會之日期、地點及召集事由通知個股東並公告之。

第三章 股東會

- 第九條：股東會開會時，以董事長為主席。董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定董事一人代理之，董事長未指定代理人者，由董事互推一人代理之。
- 第十條：股東因故不能出席股東會時，依公司法第一七七條規定出具委託書，委託代理人出席。
股東委託出席之辦法除公司法另有規定外，悉依主管機關訂定之「公開發行公司出席股東會使用委託書規則」辦理之。
- 第十一條：股東會之決議，除公司法另有規定外，應有代表已發行股份總數過半數股東之出席，以出席股東表決權過半數之同意行之。
- 第十二條：本公司股東除有公司法第一百五十七條第三款、第一百七十九條及相關法令規定之情形外，每股有一表決權。

第四章 董事及經理人

- 第十三條：本公司撤銷公開發行時，應依公司法一百五十六條第三項規定辦理之。
- 第十四條：本公司設董事七~九人，任期三年，連選得連任。董事任期屆滿而不及改選時，延長其執行職務，至改選董事就任時為止。
董事之選舉均採公司法第一百九十二條之一之候選人提名制度，由股東就候選人名單中選任之。
本公司得經董事會決議為本公司董事購買責任保險。
- 第十五條：本公司上述董事名額中，獨立董事人數不得少於三人，且不得少於董事席次五分之一。有關獨立董事之專業資格、持股、兼職限制、提名與選任方式及其他應遵行事項，依證券主管機關之規定辦理。
本公司依據證券交易法第14條之4規定設置審計委員會並由審計委員會負責執行公司法、證券交易法暨其他法令規定之職權。
審計委員會由全體獨立董事組成。
- 第十六條：董事會應由三分之二以上董事之出席，及出席董事過半數之同意互選一人為董事長，並得以同一方式互選一人為副董事長。董事長對外代表公司。
- 第十七條：董事會之召集，應載明召集事由，於七日前通知各董事。但有緊急情事時，得隨時召集之。本公司董事會之召集得以書面、電子郵件(E-Mail)或傳真方式為之。
董事會除公司法另有規定外，由董事長召集之。董事會之決議，除公司法另有規定外，應有過半數董事之出席，以出席董事過半數之同意行之。
- 第十八條：董事長為董事會主席，董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定董事一人代理之，董事長未指定代理人者，由董事互推一人代理之。董事應親自出席董事會，董事因故不能出席者，得出具委託書，列舉召集事由之授權範圍，委託其他董事代理之，前項代理人以受一人之委託為限。

董事會得以視訊會議為之，董事以視訊畫面參與會議者，視為親自出席。

第十九條：本公司董事之報酬由董事會依其對本公司營運參與之程度及貢獻之價值，並參酌國內業界水準議定之，不論營業盈虧應支給之。

第二十條：公司得設經理人，其委任、解任及報酬應依公司法規定為之。

第五章 會 計

第二十一條：本公司會計年度自01月01日至12月31日止。每屆年度終了應辦理決算。

第二十二條：本公司應根據公司法第二二八條之規定，於每會計年度終了，由董事會造具下列各項表冊，提交股東常會請求承認之。

一、營業報告書。

二、財務報表。

三、盈餘分派或虧損彌補之議案。

第二十三條：股息及紅利之分派，以各股東持有股份之比例為準。公司無盈餘時，不得分派股息及紅利。

第二十三條之一：公司當年度如有獲利，應提撥百分之五至百分之十五為員工酬勞及提撥百分之二·五以下為董事酬勞。但公司尚有累積虧損時，應預先保留彌補數額。

員工酬勞以股票或現金為之，應由董事會以董事三分之二以上之出席及出席董事過半數同意之決議行之，並報告股東會。

員工酬勞以股票或現金為之，分派之對象得包括符合一定條件之從屬公司之員工，相關辦法授權董事會制定。

上述獲利狀況係指稅前利益扣除分派員工酬勞前及董事酬勞前之利益，是以一次分派方式為之。

第二十四條：本公司年度決算所得稅後盈餘，依下列順序分派之。

一、彌補虧損。

二、提存百分之十為法定盈餘公積及視需要提列或迴轉特別盈餘公積。

三、餘額加計上年度未分配盈餘為累積可分配盈餘，由董事會擬具盈餘分派議案，提請股東會決議分派之。

本公司產業發展階段屬於成長期，配合目前及未來之發展計畫、投資環境、資金需求及國內外競爭狀況等因素，兼顧股東利益、平衡股利及公司長期財務規劃等。盈餘分配除依前項規定辦理外，股東紅利之發放比率應不低於累積可分配盈餘之百分之五十，其中現金紅利之分派不低於股東紅利總額之百分之十。但董事會得依當時整體營運狀況調整該比例，並提請股東會決議。

本公司董事會得以三分之二以上董事之出席，及出席董事過半數之決議，將應分派股息及紅利、資本公積或法定盈餘公積之全部或一部以發放現金之方式為之，並報告股東會，不適用前項應經股東會決議之規定。

第二十五條：股東股息紅利之分派，以決定分派股息及紅利之基準日前五日記載於股東名簿之股東為限。

第六章 附 則

第二十六條：本公司組織規程及辦事細則另訂之。

第二十七條：本章程如有未盡事宜，悉依公司法規定辦理之。

第二十八條：本章程由發起人會議經全體發人同意於中華民國八十一年八月十四日。第一次修訂於民國八十九年六月二十六日，第二次修訂於民國八十九年十一月二十日，第三次

修訂於民國九十一年三月八日，第四次修訂於民國九十一年十一月二十五日，第五次修訂於民國九十二年二月十日，第六次修訂於民國九十五年三月七日，第七次修訂於民國九十五年八月十日，第八次修訂於民國九十五年十月十二日，第九次修訂於民國九十六年四月二十九日，第十次修訂於民國九十六年五月十日，第十一次修訂於民國九十六年七月二十九日，第十二次修訂於民國九十六年十月八日，第十三次修訂於民國九十六年十二月三十一日，第十四次修訂於民國九十八年六月二十六日，第十五次修訂於民國一〇〇年五月二十三日，第十六次修訂於民國一〇一年六月二十日，第十七次修訂於民國一〇二年六月十日，第十八次修訂於民國一〇四年五月二十八日，第十九次修訂於民國一〇五年五月三十一日，第二十次修訂於民國一〇六年五月二十六日，第二十一次修訂於民國一〇七年五月三十日，第二十二次修訂於民國一〇八年五月二十九日，第二十三次修訂於民國一一一年五月二十六日。

【附錄三】

湯石照明科技股份有限公司
董事選舉辦法

- 第一條 本公司董事之選任，除法令或章程另有規定者外，應依本辦法辦理。
- 第二條 本公司董事之選任，應考量董事會之整體配置。董事會成員組成應考量多元化，並就本身運作、營運型態及發展需求以擬訂適當之多元化方針，宜包括但不限於以下二大面向之標準：
- 一、基本條件與價值：性別、年齡、國籍及文化等。
 - 二、專業知識技能：專業背景（如法律、會計、產業、財務、行銷或科技）、專業技能及產業經驗等。
- 董事會成員應普遍具備執行職務所必須之知識、技能及素養，其整體應具備之能力如下：
- 一、營運判斷能力。
 - 二、會計及財務分析能力。
 - 三、經營管理能力。
 - 四、危機處理能力。
 - 五、產業知識。
 - 六、國際市場觀。
 - 七、領導能力。
 - 八、決策能力。
- 董事間應有超過半數之席次，不得具有配偶或二親等以內之親屬關係。
本公司董事會應依據績效評估之結果，考量調整董事會成員組成。
- 第三條 本公司董事之選舉，應依照公司法第一百九十二條之一所規定之候選人提名制度程序為之。
- 董事因故解任，致不足五人者，公司應於最近一次股東會補選之。但董事缺額達章程所定席次三分之一者，公司應自事實發生之日起六十日內，召開股東臨時會補選之。獨立董事之人數不足證券交易法第十四條之二第一項但書規定者，應於最近一次股東會補選之；獨立董事均解任時，應自事實發生之日起六十日內，召開股東臨時會補選之。
- 本公司獨立董事之資格及選任，應符合「公開發行公司獨立董事設置及應遵循事項辦法」及依據「上市上櫃公司治理實務守則」之規定辦理。
- 第四條 本公司董事之選舉應採用累積投票制，每一股份有與應選出董事人數相同之選舉權，得集中選舉一人，或分配選舉數人。
- 第五條 董事會應製備與應選出董事人數相同之選舉票，並加填其權數，分發出席股東會之股東，選舉人之記名，得以在選舉票上所印出席證號碼代之。
- 第六條 本公司董事依公司章程所定之名額，分別計算獨立董事、非獨立董事之選舉權，由所得選舉票代表選舉權數較多者分別依次當選，如有二人以上得權數相同而超過規定名額時，由得權數相同者抽籤決定，未出席者由主席代為抽籤。
- 第七條 選舉開始前，應由主席指定計票員及具有股東身分之監票員各若干人，執行各項有關職務。投票箱由董事會製備之，於投票前由監票員當眾開驗。

第八條 選舉票有左列情事之一者無效：

- 一、不用有召集權人製備之選票者。
- 二、以空白之選票投入投票箱者。
- 三、字跡模糊無法辨認或經塗改者。
- 四、所填被選舉人與董事候選人名單經核對不符者。
- 五、除填分配選舉權數外，夾寫其他文字者。

第九條 投票完畢後當場開票，開票結果應由主席當場宣布，包含董事當選名單與其當選權數。前項選舉事項之選舉票，應由監票員密封簽字後，妥善保管，並至少保存一年。但經股東依公司法第一百八十九條提起訴訟者，應保存至訴訟終結為止。

第十條 當選之董事由本公司董事會發給當選通知書。

第十一條 本辦法訂立於民國九十七年六月二十七日，第一次修訂於民國一〇一年六月二十日，第二次修訂於民國一〇四年五月二十八日，第三次修訂於民國一〇七年五月三十日，第四次修訂於民國一一〇年八月十九日。

【附錄四】

湯石照明科技股份有限公司
董事持股情形

- 一、本公司普通股發行股數為： 39,495,553 股
全體董事法定應持有股數： 3,600,000 股
- 二、截至股東會停止過戶日 112 年 3 月 27 日止，全體董事持有股數如下：

單位：股；%

職稱	姓名	選任日期	選任時持有股數		現在持有股數	
			股數	占當時發行%	股數	占當時發行%
董事長	湯士權	109.05.28	3,535,633	8.78	3,535,633	8.95
董事	洪家政	109.05.28	1,085,381	2.70	1,107,881	2.81
董事	陳明信	109.05.28	-	-	-	-
董事	蕭珍琪	109.05.28	25,250	0.06	25,250	0.06
獨立董事	許崇源	109.05.28	-	-	-	-
獨立董事	周良貞	109.05.28	-	-	-	-
獨立董事	李世欽	109.05.28	-	-	-	-
全體董事持有股數及成數			4,646,264	11.54	4,668,764	11.82

【附錄五】

持有本公司已發行股份總數百分之一以上股份之股東提案相關資訊。

- 1.依公司法第172-1條相關規定，本公司112年股東常會受理股東提案時間為112年3月17日至112年3月28日止。
- 2.於上開期間內，無接獲任何持有本公司已發行股份總數百分之一以上股份之股東提案。