

承 諾 書

Covenant

立承諾書人_____（以下簡稱本公司），為向 貴公司申請無實體股票之登錄或實體股票之保管，及其配發／交付與帳簿劃撥等作業，茲承諾下列事項：

The Undersigned, _____(hereinafter, the "Company"), for the purpose of applying to Taiwan Depository & Clearing Corporation ("TDCC") for registering its uncertificated stock in book-entry form or for keeping custody of its certificated stock, as well as for conducting distribution/delivery, book-entry transfer, and other related operations in connection therewith, hereby agrees and covenants as follows:

- 一、 相關作業悉依中華民國證券法令、 貴公司業務操作辦法、開戶契約書或約定書及相關配合事項辦理。
 1. To conduct any and all relevant operations in accordance with the laws of Taiwan, TDCC operating rules, the Participant Agreement or contracts, and any other corresponding measures.
- 二、 在 貴公司所在地委任專業股務代理機構辦理股務事宜。
 2. To appoint and authorize a qualified shareholder services agent at the location of TDCC to perform shareholder services.
- 三、 於臺灣證券交易所股份有限公司（以下稱證券交易所）或財團法人中華民國證券櫃檯買賣中心（以下稱櫃檯中心）核准本公司股票第一上市（櫃）、興櫃後，向 貴公司申請全數股票無實體登錄，或將實體股票經股務代理機構完成辨識真偽及銷除前手後，送交 貴公司所在地保管。
 3. When the Taiwan Stock Exchange Corporation (TWSE) or the GreTai Securities Market (GTSM) approves the Company's stock for primary listing on the TWSE or the GTSM or as an Emerging Stock, to apply to TDCC to for uncertificated registration in book-entry form of all of the Company's stock, or, upon verification of stock authenticity and cancellation of any prior party (previous holder) record by the shareholder services agent, to deliver the Company's certificated stock to the location of TDCC for custody.

如因法令規定，致本公司實體股票無法送交 貴公司所在地保管者，本公司得經 貴公司同意後，依 貴公司與保管機構之作業程序，將完成辨識真偽及銷除前手之股票送交 貴公司指定之保管機構保管，保管期間本公司同意負擔保管機構計收之一切費用。

If any statutory or regulatory provision makes it impossible to deliver the Company's certificated stock to TDCC for custody, the Company may, with the consent of TDCC, deliver such stock, upon verification of stock authenticity and cancellation of any prior party (previous holder) record, into the custody of a custodian designated by TDCC, in accordance with the operational procedures of TDCC and the custodian, and the Company agrees to pay any fees that the custodian may charge for or during the custodial period.

- 四、本公司股票倘經證券交易所終止上市或櫃檯買賣中心終止櫃檯買賣時，同意依 貴公司相關規定辦理股票之換發、印製及交付事宜。
4. If the Company's stock is delisted by the TWSE or its trading on the GTSM is terminated by the GTSM, to replace (reissue), print, and deliver the stock in accordance with the requirements of TDCC.
- 五、指定中華民國境內之訴訟及非訟代理人，辦理本公司遵循中華民國證券法令、 貴公司相關規定及各項通知事宜，如有變動時本公司即通知 貴公司。訴訟及非訟代理人資料如下：
5. To appoint an agent for litigious and non-litigious matters within the territory of the Republic of China (Taiwan), whose information is provided below, to do any acts and things necessary for the Company to comply with the securities laws and regulations of the Republic of China (Taiwan) and relevant requirements of TDCC and to give and receive notice on behalf of the Company, and shall notify TDCC of any change thereof:
- 姓名或名稱：
Name (individual or entity):
身分證字號（統一編號）：
National ID No./Uniform ID No.:
地址：
Address:
- 六、本公司無實體股票之登錄或實體股票之保管，及其配發／交付與帳簿劃撥等作業，與 貴公司間產生爭議時，同意以臺灣台北地方法院為訴訟管轄法院，並以中華民國法律為準據法。
6. To be subject to the jurisdiction of the Taiwan Taipei District Court as the competent court, and to the laws of the Republic of China (Taiwan), in the event of any dispute arising between the Company and TDCC in connection with the registration of the Company's uncertificated stock in book-entry form or the safekeeping of its certificated stock, as the case may be, or from the

distribution/delivery, book-entry transfer, or any other related operations in connection therewith.

此致

To:

臺灣集中保管結算所股份有限公司

Taiwan Depository & Clearing Corporation

立書人（即發行人）：

By (Issuer):

代表人：

Representative:

地 址：

Address:

中 華 民 國 年 月 日

Date: