

THE COMPANY'S ARTICLES OF ASSOCIATION RELATING TO
SHAREHOLDERS' MEETING

Shareholders' Meeting

Clause 37 The board of directors shall call for a shareholders' meeting which is an annual general meeting of shareholders within four (4) months from the last day of the fiscal year of the Company.

Shareholders' meetings other than the one referred to in the first paragraph shall be called extraordinary general meetings. The board of directors may call for the extraordinary general meeting of shareholders at any time as deemed appropriate.

In this regard, the shareholders' meeting may be held via electronic means. The meeting via electronic means shall be held in accordance with the procedures prescribed by law governing electronic meetings.

In the case that the meeting is conducted via electronic means, the head office of the Company shall be deemed to be the place of the meeting.

Clause 38 A shareholder or shareholders holding shares amounting to not less than ten (10) percent of the total number of shares wholly sold may submit their names and request the board of directors in writing to call for an extraordinary general meeting at any time, provided that, the agenda and reason(s) of request for calling for such meeting shall be clearly stated in the said written request. In such an event, the board of directors shall proceed to call for a shareholders' meeting to be held within a period of forty-five (45) days from the date of the receipt of such request from the said shareholder(s).

In the case that the board of directors does not call a shareholders' meeting within the period under the first paragraph, shareholder(s) who subscribe their names or other shareholder(s) who hold shares in aggregate as prescribed by law, may call the shareholders' meeting within forty-five (45) days from the end of the period under the first paragraph. In this case, it shall be deemed that the shareholders' meeting is called by the board of directors. The Company shall bear all necessary expenses arising from the arrangement for such shareholders' meeting and provide any reasonable facilitation. In this case, the shareholder(s) who call for the meeting may deliver the written notice to shareholder(s) via electronic means which specified by the Company. If the shareholder(s) have notified their intention to receive or consented to the Company or the board of directors, in accordance with the relevant laws.

In the case that such shareholders' meeting is called as a result of a request by the shareholders under the second paragraph, if the number of shareholders attending the meeting does not constitute a quorum as prescribed in this Articles of Association Clause 40, the shareholders who call for the meeting under the second paragraph shall jointly be responsible for the expenses arising from the arrangement for such shareholders' meeting to the Company.

Clause 40 At a shareholders' meeting, whether a physical meeting or a meeting via electronic means, there shall be not less than twenty-five (25) shareholders and proxies (if any) attending the meeting or not less than one-half (1/2) of the total number of shareholders and in either case such shareholders shall hold shares amounting to not less than one-third (1/3) of the total number of shares sold, whereby a quorum would then be constituted.

At any shareholders' meeting, if one (1) hour has passed from the time specified for the meeting and the number of shareholders attending the meeting is still inadequate for a quorum as prescribed in the first paragraph, and if such shareholders' meeting was called as a result of a request of the shareholders, such meeting shall be cancelled. If such meeting was not called as a result of a request of the shareholders, a new meeting shall be called for and the notice calling for such meeting shall be dispatched to shareholders not less than seven (7) days prior to the date of the meeting. In the subsequent meeting, a quorum is not required.

In appointing a proxy according to first paragraph, it may be carried out via electronic means which are safe and reliable, ensuring that the proxy appointment is performed by the shareholders. However, the appointment shall follow the rules prescribed by the public limited company registrar.

Clause 41 The Chairman of the Board of Directors shall be the Chairman of Shareholders' Meetings. In the event that the Chairman of the Board is not present at the meeting or unable to perform his duty, the Vice-Chairman shall preside over the meeting. If there is no Vice-Chairman or the Vice-Chairman is not present at the meeting, or unable to perform his duty, the shareholders present at the meeting shall elect one of the shareholders among them to be the Chairman of the meeting.

Clause 47 The Board of Directors shall deliver the following documents, together with the notice of the Annual General Meeting, to the shareholders:

- (1) A copy of the balance sheet and profit and loss statement, which has been audited by the auditor together with the auditor's report.
- (2) Annual report of the Board of Directors.

Voting

- Clause 42 In casting votes at the Shareholders' Meeting, one share shall be counted as one vote. Any shareholder who has a special interest in any matter proposed at the meeting, shall not be entitled to vote on such matter, except voting for the election of directors. Resolutions of the Shareholders' Meeting shall require:
- (1) In ordinary cases, a majority of the votes of the shareholders who are present and cast their votes in the meeting is required. In the case of a tie vote, the Chairman of the meeting shall have a casting vote.
 - (2) In the following cases, a vote of not less than three-fourths (3/4) of the total number of the votes of the shareholders who are present and are eligible to vote at the meeting is required:
 - (a) The sale or transfer of the whole or substantial part of the business of the Company to other persons;
 - (b) the purchase or acceptance of any transfer of the business of another public or private company by the Company ;
 - (c) the entering into, amendment, or termination of any agreement with respect to the granting of a lease, in whole or in substantial part, of the Company's business, the assignment of the management of the Company's business to any other persons, or the amalgamation of the business with other persons for the purpose of profit and loss sharing;
 - (d) The amendment to the Company's Memorandum of Association or Articles of Association;
 - (e) The increase or decrease of the Company's registered capital ;
 - (f) The dissolution of the Company;
 - (g) The issuance of debentures of the Company;
 - (h) The amalgamation of the Company with another company.

Method of Election of Directors

- Clause 19 The directors shall be elected at the Shareholders' Meeting in accordance with the following criteria and procedures:
- (1) A shareholders shall have one (1) vote per share.
 - (2) Each shareholder may exercise all the votes he or she has to elect one or several persons as director(s), but the shareholder cannot allot his or her votes to any person in any number; and
 - (3) The candidates who received the highest votes in their respective order of the votes shall be elected as the directors until all of the director positions that the Company has, or are to be elected at such meeting, are filled. In the event the votes cast for candidates in descending order are tied, which would otherwise

cause the number of directors to be exceeded, the Chairman of the meeting shall have a casting vote.

Clause 20 At each annual general meeting, one-third (1/3) of the directors at that time shall retire from office. If the number of directors is not a multiple of three, then the number of directors nearest to one-third (1/3) shall retire from office.

Retiring directors are eligible for re-election.

Retiring directors in the first and second years following the registration of the Company shall be selected by drawing lots. In subsequent years, the director who has held office the longest shall retire.

Directors' Remuneration

Clause 25 A director is entitled to receive remuneration as approved by the shareholders' meeting, which may specify the remuneration as a specific amount or establish specific criteria. The remuneration may be fixed in a certain amount or be specified from time to time, unless or until resolved otherwise by the Shareholders' Meeting. In addition, directors are entitled to allowances and benefits as provided for in the Company's regulations.

The provisions of the first paragraph above do not affect the rights of the Company's officers or employees who have been elected as director(s), to receive remuneration and other benefits for their position as the Company's officers or employees.

Payment of Dividend

Clause 48 No dividend shall be paid otherwise than out of profits. If the Company has incurred loss, no dividend shall be paid.

Dividends shall be distributed in accordance with the number of shares, with each share receiving an equal amount unless specified otherwise for preference share. The payment of dividends shall be approved by a shareholders' meeting.

The board of directors may from time to time pay to the shareholders such interim dividends as appear to the directors to be justified by the profits of the Company, and shall report to the shareholders on the payment of interim dividends at the next meeting of shareholders.

The payment of dividends shall be made within one (1) month from the date on which the resolution has passed at the meeting of shareholders or of the board of directors,

as the case may be. The dividend payment shall be announced to the shareholders and the notice of dividend payment shall be published in a newspaper or through electronic means in accordance with the criteria prescribed by law.

Clause 49 The Company shall allocate not less than five (5) percent of its annual net profit less the accumulated losses brought forward (if any) to a reserve fund until this fund attains an amount not less than ten (10) percent of the registered capital.

Auditor

Clause 50 The auditor shall not be a director, staff member, employee, or any person holding any position in the Company.

Clause 52 The auditor has the duty to attend every Shareholders' Meeting at which the balance sheet, profit and loss statement, and the problems relating to the accounts of the Company are to be considered in order to clarify the auditing of accounts to the shareholders. In this regard, the Company shall also deliver to the auditor the report and documents which the shareholders are to receive at that Shareholders' Meeting.