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Catcher Technology Co., Ltd.

Procedures of the First Extraordinary General Meeting (EGM) in 2020

1. Call Meeting to Order
2. Chairman's Address
3. Items for Discussion
4. Other Business and Special Motion
5. Meeting Adjourned

Catcher Technology Co., Ltd.

Agenda of the First Extraordinary General Meeting (EGM) in 2020

1. Time: 10:00 am, Monday, October 5, 2020
2. Address: Silks Place Tainan (No. 1, Heyi Rd., West Central Dist., Tainan City, Taiwan ROC)
3. Perform Acts of Ceremony
4. Chairman's Address
5. Items for Discussion
 - (1) Lyra International Co., Ltd., the subsidiary of the Company, intends to sell 100% of its stakes of Topo Technology (Taizhou) Co., Limited, and Meeca Technology (Taizhou) Co., Limited in mainland China to Lens International (Hong Kong) Co., Ltd.
6. Other Business and Special Motion
7. Meeting Adjourned

Items for Discussion

Item 1: “Lyra International Co., Ltd., the subsidiary of the Company, intends to sell 100% of its stakes of Topo Technology (Taizhou) Co., Limited, and Meeca Technology (Taizhou) Co., Limited in mainland China to Lens International (Hong Kong) Co., Ltd.”
(Proposed by the board of directors)

Description:

1. For the future financial planning, long-term operation development and strategic transformation of the Company, in accordance with the company law, the Securities and Exchange Act, the Rules and Procedures for acquisition or disposal of assets by public companies, the Rules and Procedures for capital loans and endorsement guarantee of public companies, the Rules and Procedures for the acquisition or disposal of assets of the Company, Implementation measures for endorsement and guarantee of the Company and other relevant regulations, on August 18, 2020, the board of directors of the Company has passed the resolution to sell 100% of stakes of Topo Technology (Taizhou) Co., Limited. (hereinafter referred to as "Topo (Taizhou)") and Meeca Technology (Taizhou) Co., Limited (hereinafter referred to as "Meeca (Taizhou)"), which were hold by the subsidiary Lyra International Co, Ltd. (hereinafter referred to as "the seller"), were sold to Lens International (Hong Kong) Co., Ltd. (hereinafter referred to as "the buyer") at the price of USD \$1,427,294,484.00 (about NT\$ 42,105,187,278) (hereinafter referred to as "the transaction"). The Company acts as the seller's guarantor and Lens Technology Co., Ltd. acts as the buyer's guarantor. The Company and the seller, the buyer and the buyer's guarantor have jointly signed the Share Purchase Agreement on August 18, 2020 (for excerpt, please refer to Annex 1 on page 7 of this Handbook). The buyer has paid the down payment which is equal to 10% of transaction price to the seller on the signing date; when the Share Purchase Agreement is terminated due to specific events, the seller shall return the down payment to the buyer. For the return of the down payment, “Meeca (Taizhou)” will issue a letter of guarantee to the buyer to ensure the seller to fulfill this obligation.
2. The determination of the transaction price is based on the financial statements of Topo (Taizhou) and Meeca (Taizhou) in the year 2019, and considering their various factors such as business operation, retain earnings, market value in the same industry, net book value, future prospects, etc., and in accordance with article 48-2 of the Operating Rules of Taiwan Stock Exchange Corporation, JL Chen, CPA which is an independent accounting firm was appointed to issue the Opinion of price reasonableness and the influence of shareholders' equity of the Company (please refer to Annex 2 on page 12 of this Handbook). After comprehensive evaluation, both parties negotiated to reach the transaction price of USD \$1,427,294,484.00 (about NT \$42,105,187,278).
3. The audit committee of the Company has exercised the authority of the audit committee in

accordance with the relevant regulations such as the Securities and Exchange Act, the Rules and Procedures for Acquisition or Disposal of Assets by Public Companies, and the Exercise of Powers by Audit Committees of Public Companies. It has considered the factors such as the company's future financial planning, long-term operation development and strategic transformation and consulted with the opinion, which was issued by the independent accounting firm JL Chen, CPA, on the reasonableness of the price and its influence of the shareholders' equity of the Company to submit that the equity value interval of Topo (Taizhou) and Meeca (Taizhou) is between RMB 8,330,646 thousand and RMB 10,385,844 thousand. Therefore, the transaction price of USD \$1,427,294,484.00 (about RMB 9,900,000,000) which is within the price interval assessed by the above-mentioned independent expert should be reasonable. The audit committee of the Company approved the transaction after considering the fairness and rationality of the transaction, and submitted the review results to the board of directors and the shareholders' meeting of the Company (please refer to Annex 3 on page 21 of this Handbook).

4. This transaction needs to be approved by the relevant authorities, registered according to laws or recorded, and is expected to be completed before December 31, 2020.

5. Considering the proportion of Topo (Taizhou) and Meeca (Taizhou) in the reinvestment of the Company and the proportion of the Company's sales revenue, this transaction shall be regarded as the concession of main part of operations or assets which is stipulated in Article 185, Paragraph 1, Item 2 of the Company law, and thus should be approved by the shareholders' meeting. The Company will follow Article 53-10 of the operating rules of Taiwan Stock Exchange Corporation and apply to Taiwan Stock Exchange Corporation for the approval of continued listing at least 30 business days before the concession date.

6. Submit to the Extraordinary General Meeting to agree on this transaction and the Share Purchase Agreement, and authorize and ratify the chairman, general manager and their designated persons to handle all matters related to the transaction, including but not limited to preparing, negotiating or amending the Share Purchase Agreement, the guarantee letter and relevant documents of this transaction; adjust the transaction price and the settlement date of the transaction; submit application or declaration to the authority; sign, execute and handle the Share Purchase Agreement, the guarantee letter and related documents of this transaction and related matters; and implement or adjust the transaction settlement and other related matters.

Resolution:

Other Business and Special Motion

Meeting Adjourned

The Share Purchase Agreement [Excerpt]

This Share Purchase Agreement (hereinafter referred to as the "agreement") has been signed by the following parties on August 18, 2020 (hereinafter referred to as the "signing date"):

1. Lyra International Co., limited, a company incorporated under the laws of Hong Kong, with its address at Room 1902, 19 / F, Lee Garden one, 33 Hysan Avenue, Causeway Bay, Hong Kong (hereinafter referred to as the "**the seller**");
2. Catcher Technology Co., Ltd., a company established under the laws of Taiwan, with its address at 398 Ren'ai Street, Yongkang District, Tainan City (hereinafter referred to as the "**the seller's guarantor**");
3. Lens International (Hong Kong) Co., Ltd., a company incorporated under the laws of Hong Kong, with its address at Room A, 7 / F, Wanzhaofeng Center, 133 Hoi Bun Road, Kwun Tong, Hong Kong (hereinafter referred to as "**the buyer**"); and
4. Lens Technology Co., Ltd., a company established under the laws of China, with its address at Liuyang Biomedical Park, Hunan Province (hereinafter referred to as the "**the buyer's guarantor**").

(Omitted)

Preface

Due to that the seller holds 100% stakes of (1) Topo Technology (Taizhou) Co., Limited. (a company established under laws of China, with the Unified Social Credit Identifier of 913212915969303555 and the domicile at No. 227, Xiangtai Road, Taizhou City, and its legal representative is Yang Yiwen, hereinafter referred to as "**Topo (Taizhou)**"), and 100% stakes of (2) Meecca Technology (Taizhou) Co., Limited (a company established under laws of China, with the Unified Social Credit Identifier of 91321291MA1MK93018 and the domicile at No. 227, Xiangtai Road, Taizhou City, and its legal representative is Yang Yiwen, hereinafter referred to as "**Meecca (Taizhou)** ") (Topo (Taizhou) and Meecca (Taizhou) , hereinafter collectively referred to as the "**the target companies**").

(Omitted)

In the view of that the parties hereby agree and appoint as follows:

1. Share Purchase

(Omitted)

- 1.2 The parties agree that the consideration for the target equity is USD \$1,427,294,484 (hereinafter referred to as the "the transaction price"). The transaction price (including down payment) in this agreement shall be paid in US dollars.

1.3 Down payment and guarantee of intention

1.3.1 The buyer shall pay the seller an amount equal to 10% of the transaction price on the signing date, i.e. US \$142,729,448.40 (hereinafter referred to as the "**the down payment**"). At the time of settlement, the down payment shall be automatically converted into a part of the transaction price and shall be deemed that the buyer has paid to the seller.

1.3.2 The seller shall, on the signing date, require Meecca (Taizhou) to sign and deliver to the buyer with the letter of guarantee with the buyer as the warrantee and an amount equal to the down payment, so as to guarantee the seller to perform obligations under Article 8.2 (hereinafter referred to as the "**the guarantee of down payment**").

(Omitted)

1.6 Payment of the transaction price

(Omitted)

1.6.2 On the settlement date, the buyer and the seller shall issue the joint order to the custodian bank to release US Dollar amount equal to 50% of the transaction price to the seller.

1.6.3 After the seller finishes the registration of the city supervision change and provides the publicity page of completion of the registration of the city supervision change displayed on the national enterprise credit information publicity system, and the buyer can query the same result in the national enterprise credit information publicity system, on the next working day the buyer and seller can issue a joint order to the custodian bank to release the US dollar amount equal to 40% of the transaction price to the seller.

2 Terms of Settlement

2.1 Common Settlement Preconditions of Seller and Buyer

(Omitted)

2.2 Settlement Preconditions of Seller

Besides in accordance with Clause 2.1, the seller shall perform its settlement obligations in accordance with Clause 3, on the premise that the following conditions have been fulfilled on or before the settlement date or have been explicitly exempted in writing by the seller:

(Omitted)

2.2.3 The seller guarantor has held its shareholders' meeting in accordance with its articles of association and applicable law no later than October 10, 2020, and the shareholders meeting of the seller guarantor has approved this transaction.

2.3 Settlement Preconditions of Buyer
(Omitted)

3 Settlement

(Omitted)

4 Seller's Statements and Warranty
(Omitted)

5 Buyer's Statements and Warranty
(Omitted)

6 Commitments

(Omitted)

7 Duty of Confidentiality

(Omitted)

8 Termination

8.1 Termination of the Contract

With respect to the seller and the seller's guarantor as one party, the buyer and the buyer's guarantor as the other party, respectively (respectively regarded as one party for the purposes of this Clause 8), this contract can be terminated before the settlement date in any of the following circumstances:

- (1) Both parties agree and conclude written termination agreement;
- (2) Limited by Clause 8.1 (3), if any of settlement preconditions listed in Clause 2 cannot be fulfilled or is exempted by one party on and before December 31, 2020 (hereinafter referred to as the "final deadline", limited by the adjustment of following Clause (3) and Clause 11.7), or is manifestly unable to be fulfilled, either party shall have the right to terminate this contract immediately by written notice to the other party,(omitted below)

(Omitted)

9 Compensation

9.1 The Scope of Compensation

9.1.1 Limited by Clause 9.2, if the buyer or the seller (the "indemnifying party") has any of

the following events, which causes any other party, its affiliated parties and the directors, employees and representatives of the aforementioned entities (collectively referred to as the "indemnities". For preventing ambiguity, the indemnities of the buyer after settlement shall include the target company) to bear any costs, liabilities or losses, the Indemnifying Party shall compensate the Indemnity for the above-mentioned losses, whether it's caused by a third party's claim or not:

- (1) The Indemnifying Party is in breach of any of its commitments or obligations under this agreement or any other transactions; or
- (2) Any fraud or intentional misconduct of the Indemnifying Party related to this transaction.

(Omitted)

10 Guarantor's Commitment

10.1 The seller's guarantor committed to the buyer that the seller shall take the joint and several liabilities for the buyer for seller's timely and full compliance and performance of all its obligations and commitments under or related to this agreement and any other transactions.

10.2 The buyer's guarantor committed to the seller that the buyer shall take the joint and several liabilities to the seller for the buyer's timely and full compliance and performance of all its obligations and commitments under or related to this agreement and any other transactions.

11 General Matters

(Omitted)

11.8 Applicable Law

This agreement shall take the laws of Hong Kong as applicable laws and be interpreted in accordance with the laws of Hong Kong, but excluding the applicable principles in case of conflict of selecting laws.

11.9 Dispute Settlement

Any argument, dispute or request arising from or in connection with this agreement shall be negotiated by the parties in advance. If the negotiation fails, the parties shall agree that any argument, dispute or request arising from or in connection with this agreement or its breach, termination or invalidity shall be submitted to the Hong Kong International Arbitration Center for arbitration in accordance with the arbitration rules of the Hong Kong International Arbitration Center (hereinafter referred to as "the arbitration rules"). The arbitration place shall be Hong Kong. The arbitration proceedings shall be executed in Chinese and the arbitration tribunal shall be consisted of three (3) arbitrators appointed in accordance with the arbitration rules. The arbitration judgment shall be the final ending and binding on all parties. Either party may apply to any court with jurisdiction to execute this arbitration judgment. In order to execute this arbitration judgment, the parties irrevocably and unconditionally agree to submit this arbitration judgment to any court with jurisdiction and waive any defense related to jurisdiction or inconvenient court.

(Omitted)

[Blank below]

(Omitted)

Annex 2

JL Chen, CPA

3F-6, No.77, Sec.2, Dunhua
S.Rd. Da'an Dist., Taipei
10682, Taiwan

Phone: +886 2 27078098
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Transaction Price Reasonableness Opinions of 100% stakes of Topo Technology (Taizhou) Co., Limited and Meeca Technology (Taizhou) Co., Limited which shall be sold by Lyra International Co. Ltd., the subsidiary of Catcher Technology Co., Ltd.

Lyra International Co., the subsidiary of Catcher Technology Co., Ltd, Ltd. intends to sell 100% stakes of Topo Technology (Taizhou) Co., Limited (hereinafter referred to as "Topo (Taizhou) ") and Meeca Technology (Taizhou) Co., Limited (hereinafter referred to as "Meeca (Taizhou) ") (hereinafter collectively referred to as the "the target companies"). Therefore, Catcher Technology Co., Ltd. appointed the accountant to express the opinion for the transaction price.

1. The Valuation Date

Take June 30, 2020 as the valuation date.

2. Transaction background

- (1) Catcher Technology Co., Ltd. was established on November 23, 1984. Its shares have been listed and traded in the Taiwan Stock Exchange Corporation (stock code 2474) on September 17, 2001. The paid-in capital on the valuation date was NT \$7,616,181,000.00. Catcher Technology Co., Ltd. production base in Taiwan is mainly located in Tainan, its main business scope includes production, marketing and development of all kinds products related to casing and internal structure parts, covering aluminum magnesium alloy die-casting, extrusion, forging, anodizing and vacuum sputter coating, etc., which are applied on the process related to consumer electronics products. It also provides customers with metal structure parts for mainstream models of smartphones, tablet computers, notebooks, MP3 and digital cameras.
- (2) Topo (Taizhou) and Meeca (Taizhou) are located in Taizhou Export Processing Zone, Jiangsu Province, which were respectively established on June 12, 2012 and May 3, 2016. The registered capital on the valuation date were respectively RMB 1,235,419 thousand and RMB 1,303,478 thousand. Topo (Taizhou) and Meeca (Taizhou) mainly operate in the production, sale and development of various alloys.
- (3) Based on the consideration of internal business operation, the subsidiary Lyra International Co., Ltd. intends to sell 100% stakes of Topo (Taizhou) and Meeca Technology (Taizhou) with US \$1,427,294 thousand (equivalent to about RMB 9.9 billion according to the exchange rate of USD to RMB 1:6.9362 by the People's Bank of China on August 17, 2020) (hereinafter referred to as the "transaction price").

3. Value Standard and Value Premise

This opinion is based on the Going-concern assumption, and the value standard adopted is fair market value. Fair market value refers to "the price of cash or cash equivalent that can be achieved for asset exchange or debt settlement by unspecified market participants who have the intention and ability to conclude transactions, understand relevant facts, and are not forced to make normal transactions in an open and unrestricted market." The fair market value does not reflect that the specific investor pays more or less than the fair market value because of the specific circumstances and the transaction synergy or based on strategic considerations.

4. Data Sources

The data sources used in the valuation of this case are the operation and financial information of the target company, as well as relevant information available in the open market. The conclusion of the valuation is based on the premise that the above information is complete without significant error.

The main data sources of value valuation are shown as follows:

- (1) Share Purchase Agreement (Draft).
- (2) The balance sheet and income statement of the target company audited by certified public accountant from 2017 to 2019.
- (3) The balance sheet and income statement of the target company audited by certified public accountant in the second quarter of 2020.
- (4) Discussion with management.
- (5) Professional database of S&P Capital IQ.
- (6) Relevant information obtained from the open market.

5. Basic Assumptions of Valuation

The main basic assumptions of this case are shown as follows:

- (1) On the valuation date, the target company has no significant pending matters, litigation (including tax and other legal disputes) and contingent liabilities.
- (2) The prosperity of the target company's industry is generally in consistent with the forecast and analysis of general research institutions.
- (3) There is no significant changes in the relevant regulation and policies of the target company's industry.
- (4) There are no significant changes in the politics, regulations, finances and macro economy of the target company's market.
- (5) There is no significant changes in the taxation and related regulations of the target company's market.

- (6) There is no significant fluctuation in the current interest rate and exchange rate of the target company's market.

6. Valuation Methods

The following three methods are often used in enterprise valuation practice:

- (1) Asset Approach—Net Assets Adjustment Approach
- The asset approach is to evaluate the total value of individual assets and liabilities covered by the valuation target to reflect the overall value of the enterprise or equity.
 - Under the premise of going-concern assumption, the asset approach estimates the consideration required for the reorganization or acquisition of the valuation target. Only if the valuation target is not taken continued operation or use as the premise, the overall liquidation value of the enterprise or equity shall be assessed.
- (2) Market Approach—Market price approach / The comparable listed and public company approach/ The comparable transaction approach
- The market approach is based on the actual price of the target company's stock traded by market participants in the active market, which directly reflects the quotation of the target company's stock in the open market.
 - The comparable listed and public company approach and the comparable transaction approach of the market approach are based on the transaction price of the comparable target, and the difference between the valuation target and the comparable target shall be considered, and the value of the valuation target shall be estimated by the appropriate value multiplier.
 - When the enterprise and the selected comparable listed and OTC companies are at the relatively mature stage of the industry, the market approach is applicable.
- (3) Income approach —Discounted cash flow method
- The income approach is based on the future interest flow created by the valuation target, and converts the future interest flow into the value of the valuation target through the process of capitalization or discount.

The valuation method of this case is shown as follows:

According to the characteristics of the above-mentioned three types of valuation approaches, considering the information such as the industrial characteristics, operating status, the availability of the information required for the valuation, etc. of the target company, "the comparable listed and public company approach" and "the comparable trading approach" of the market approach shall be used as the valuation methods.

7. Historical Financial Information

(1) Historical Financial Information of Topo (Taizhou)

1. The concise balance sheet of Topo (Taizhou) audited or reviewed by the certified public accountant.

RMB in thousand

Item / Date	2020/6/30	2019/12/31	2018/12/31	2017/12/31
Current Assets	2,193,808	4,085,446	4,743,772	4,370,906
Noncurrent Assets	1,816,004	2,096,585	2,564,294	3,062,855
Total Assets	4,009,812	6,182,031	7,308,066	7,433,761
Total Liabilities	1,847,787	4,128,062	4,929,038	3,075,248
Total Shareholders' Equity	2,162,025	2,053,969	2,379,028	4,358,513
Total Liabilities and Shareholders' Equity	4,009,812	6,182,031	7,308,066	7,433,761

2. The concise income statement of Topo (Taizhou) audited or reviewed by the certified public accountant

RMB in thousand

Item / period	The second quarter of 2020	The year 2019	The year 2018	The year 2017
Sales revenue	2,317,213	5,482,002	4,852,771	4,753,695
COGS	(2,084,651)	(5,061,982)	(3,890,036)	(2,892,180)
Operating gross profit	232,562	420,020	962,735	1,861,515
Operating expenses	(148,837)	(389,544)	(436,017)	(371,437)
Operating profit	83,725	30,476	526,718	1,490,078
Non-operating income and expenditure	19,607	42,678	114,347	99,233
Net profit before tax	103,332	73,154	641,065	1,589,311
Income tax expense	(37,924)	(28,836)	(181,752)	(430,541)
Net profit of the current period	65,408	44,318	459,313	1,158,770

(2) Historical Financial Information of Taizhou Keli

1. The concise balance sheet of Meeca (Taizhou) audited or reviewed by the certified public accountant.

RMB in thousand

Item / Date	2020/6/30	2019/12/31	2018/12/31	2017/12/31
Current Assets	2,673,262	3,004,572	2,485,718	2,286,976
Non-current Assets	1,518,415	1,700,483	1,754,986	1,436,642
Total Assets	4,191,677	4,705,055	4,240,704	3,723,618
Total Liabilities	2,497,502	3,162,137	2,141,207	2,199,008
Total Shareholders' Equity	1,694,175	1,542,918	2,099,497	1,524,610
Total Liabilities and Shareholders' Equity	4,191,677	4,705,055	4,240,704	3,723,618

2. The concise income statement of Meeca (Taizhou) audited or reviewed by the certified public accountant

RMB in thousand

Item / period	The second quarter of 2020	The year 2019	The year 2018	The year 2017
Sales revenue	1,758,774	2,713,331	3,321,861	1,632,357
COGS	(1,494,910)	(2,523,636)	(2,221,058)	(1,000,182)
Operating gross profit	263,864	189,695	1,100,803	632,175
Operating expenses	(87,477)	(203,092)	(256,660)	(171,602)
Operating profit	176,387	(13,397)	844,143	460,573
Non-operating income and expenditure	23,791	92,447	129,571	146,152
Net profit before tax	200,178	79,050	973,714	606,725
Income tax expense	(48,922)	(13,202)	(240,591)	(153,015)
Net profit of the current period	151,256	65,848	733,123	453,710

8. Valuation steps

The valuation steps of this case are shown as follows:

- (1) Review and analyze the historical financial information of the target company on the valuation date.

- (2) Obtain market and industry related information from the open market and global professional databases.
- (3) According to the business model and main products of the target company, the comparable companies and comparable trading cases of the listed and public shall be selected.
- (4) Evaluate and analyze the equity value of the target company on the valuation date.
- (5) Make necessary discount and premium adjustment for the equity value of the target company.
- (6) According to the conclusion of value interval, the independent expert opinion on the rationality of transaction price shall be issued.

9. The Control Premium

Lyra International Co., Ltd., the subsidiary of Catcher Technology Co., Ltd. intends to sell 100% stakes of Topo (Taizhou) and Meeca (Taizhou) through this transaction. Based on the above-mentioned transaction background, when evaluating the equity value of the target company, the control premium that the buyer needs to pay for acquiring the equity of the target company shall be considered.

This case selected related M&A transactions for industries related to the electronic communication parts and equipment in China and Hong Kong, and analyzed the premium between the transaction price and the historical stock price, and concluded that the control premium was 25%.

10. Discount Adjustment for Lack of market liquidity

For market participants, normally when value factors of the 2 valuation targets, for example the generating capacity of future interest flow and the risk, are same, if the realization ability of one target significantly lower than that of the other, the market participants will properly discount the value of the less realizable target to reflect the liquidity risk.

Based on the fact that the target company on the valuation date is not public company, it is necessary to consider the adjustment of equity value due to the lack of market liquidity discount. Since the target company does not have a clear listing schedule, this case refers to the empirical research material of "stout restricted stock study companion guide, stout risius Ross, LLC", and concludes that the lack of market liquidity discount which is applicable to the target company is 21%.

11. Equity value analysis

(1) The comparable listed and public company approach

Based on the financial information of the target company within the latest 12 months from the valuation date, this case adopts "EV / sales", "EV / EBITDA", "EV / EBIT", "P / E" and "P / B" without outliers, equity value analysis shall be performed. Based on the above analysis, it is estimated that the equity value of Topo (Taizhou) is between RMB 3,449,729,000 and RMB 5,063,798,000, and that of Meeca (Taizhou) is between RMB 3,721,083,000 and RMB 5,322,046,000.

(2) The comparable transaction approach

Based on the financial information of the target company within the latest 12 months from the valuation date of asset, this case selects the value multipliers of EV / sales, EV / EBITDA, EV / EBIT, P / E and P / B of similar transactions in industries related to the electronic communication components and equipment in China and Hong Kong without outliers. Based on the above analysis, it is estimated that the equity value range of Topo (Taizhou) is between RMB 4,098,874,000 and RMB 7,874,911,000, and that of Meeca (Taizhou) is between RMB 4,231,772,000 and RMB 7,493,501,000.

According to the above market analysis results, it is concluded that the equity value range of Topo (Taizhou) is between RMB 4,098,874,000 and RMB 5,063,798,000, and that of Meeca (Taizhou) equity is between RMB 4,231,772,000 and RMB 5,322,046,000, and the total equity value range of the target company is between RMB 8,330,646,000 and RMB 10,385,844,000.

12. Influence of this transaction on shareholders' equity

Lyra International Co., Ltd., a subsidiary of Catcher Technology Co., Ltd., intends to sell 100% stakes of Topo (Taizhou) and Meeca (Taizhou) by US \$1,427,294,000 dollars. Since it is higher than the book value, it is estimated that this transaction will have an interest influence of about NT\$ 23,995,926,000 dollars without considering the relevant tax (the actual influence will be subject to the amount audited or reviewed by the accountant after the settlement date) on shareholders' equity on the valuation date of asset. There is no significantly adversity to shareholders' equity.

13. The Conclusion of Valuation

Based on the above assessment and analysis, the accountant considers that the equity value range of the target company is between RMB 8,330,646,000 and RMB 10,385,844,000, so Lyra International Co, Ltd., a subsidiary of Catcher Technology Co, Ltd. intends to use US \$1,427,294,000 dollars (converted into RMB 9.9 billion according to the US dollar to RMB ratio of 1:6.9362 by the People's Bank of China on August 17, 2020) as the transaction price for selling 100% stakes of Topo (Taizhou) and Meeca (Taizhou) is reasonable, and according

to the above statement, there is no significant adversity to shareholders' equity on the valuation date.

Restrictions and disclaimers on the use of opinion

Except for the purpose stated in the content, this opinion shall not be used for other purposes or used unilaterally. This opinion shall be only for the internal use of the Catcher Technology Co., Ltd., as well as the attachments required to be reported or announced according to relevant laws and regulations. It shall not be allowed to be used by other third parties or used for other purposes without the consent of the accountant. This opinion shall be only related to the above items and shall not be interpreted as related to the overall financial statements of the target company

The accountant only assessed the rationality of the trading price from the perspective of an independent third party, and did not actually participate in the planning of the transaction structure of this case. This opinion was issued according to the information obtained in the open market. The accountant did not audit the above information in accordance with generally accepted auditing standards.

The valuation date of this opinion was June 30, 2020. This opinion analyzed on the premise that the target company maintains the existing operating conditions, without significant changes in the industry, and without significant changes in the open market price. It does not consider the impact of any unexpected changes on the value of the target company. If there is any change between the actual transaction content and the above description, the conclusion of this opinion shall be changed accordingly. After the issue of this opinion, if the actual situation changes and without appointment of re-valuation, the accountant shall not update.

The conclusion drawn in this opinion is the characteristic that is only for the reference to equity value, and it does not necessarily become the final determination amount of money of the equity value by the client or the user.

Best regards,

Catcher Technology Co, Ltd.

JL Chen CPA

Accountant: Chen JingLing

August 17th, 2020

Independent Statement of Financial Experts

I am appointed to issue valuation opinion for the rationality of trading price on the case of the equity transaction of the subsidiary Topo Technology (Taizhou) Co., Limited. and Meecca Technology (Taizhou) Co., Limited in mainland China, which Lyra international Co., Ltd., a subsidiary of Catcher Technology Co., Ltd intends to dispose, in accordance with the "Management Criteria for Acquisition or Dispose of Assets by Public Companies", "the Operation Rules of Taiwan Stock Exchange Corporation" and relevant laws and regulations, and referring to the bulletin of the valuation standards of the Republic of China, it is hereby declared as follows:

1. The opinions issued by me and the data sources, parameters and information used in the execution of the operating procedures are complete, correct and reasonable, and are used as the basis for issuing the opinions. The definition of completion, correctness and reasonability is based on provisions of Articles 19, 21 and 23 of the valuation review of No. 8 published by the Accounting Research and Development Foundation of the Republic of China (hereinafter referred to as the Foundation) and Interpretation of the Foundation (103) No. 298 Article.
2. Before accepting this case, it is confirmed that it meets the qualification requirements of Article 5, Item 1 of the "Management Criteria for Acquisition or Dispose of Assets by Public Companies", and prudently evaluates my professional ability and practical experience in accordance with Paragraph 1 of Item 2 of the same article.
3. When implementing this case, I also have properly planned and implemented appropriate operating procedures to form a conclusion interval to issue opinions; and published the implemented procedures, collected data and conclusions in the working paper of this case in detail.
4. I and the parties involved in the transaction in this case are not mutually related or substantively related as stipulated in Article 5, Paragraph 1, Paragraph 2 and 3 of the "Management Criteria for Acquisition or Dispose of Assets by Public Companies ", and declare that they have no following circumstances:
 - (1) I or my spouse is currently employed by the transaction party of the case to take up a regular job with fixed salary or as a director or supervisor.
 - (2) I or my spouse has served as a director and a supervisor, manager or employee who has a significant impact on the case, and has been fired or resigned for less than two years.
 - (3) The unit where I or my spouse works for and the parties to the transaction in this case are related parties to each other.
 - (4) The directors, supervisors, managers, or employees with positions that have a significant influence on the case, who have a spouse or relatives within a second-class relative.
 - (5) I or my spouse are those who have significant investments or share financial interests with the parties to the transaction in this case.

Assessor: Chen JingLing

August 17th, 2020

Annex 3

Catcher Technology Co., Ltd
Proceedings of the Audit Committee (excerpt)
(7th Meeting of the 3rd Council)

I. Time: 8:00AM, Tuesday, August 18, 2020

II. Location: Meeting Room of the Company

III. Present Committee Members: Zeng Wenzhe, Liang congzhu and Zheng Mingyang

Absent Committee Members: 0

Non-voting Personnel: Senior Assistant Manager of Finance, Chen Meixing

IV. President: Wen-Che Tseng Record: Shu-Hui Huang

V. Report items: (omitted)

VI. Recognition and Discussion:

The first item: Lyra International Co., Ltd., the subsidiary of the Company, intends to sell 100% of its stakes of Topo Technology (Taizhou) Co., Limited, and Meeca Technology (Taizhou) Co., Limited in mainland China to Lens International (Hong Kong) Co., Ltd.

Description:

1. For the future financial planning, long-term operation development and strategic transformation of the Company, in accordance with the company law, the Securities and Exchange Act, the Rules and Procedures for acquisition or disposal of assets by public companies, the Rules and Procedures for capital loans and endorsement guarantee of public companies, the Rules and Procedures for the acquisition or disposal of assets of the Company, Implementation measures for endorsement and guarantee of the Company and other relevant regulations, on August 18, 2020, the board of directors of the Company has passed the resolution to sell 100% of stakes of Topo Technology (Taizhou) Co., Limited. (hereinafter referred to as "Topo (Taizhou)") and Meeca Technology (Taizhou) Co., Limited (hereinafter referred to as "Meeca (Taizhou)"), which were hold by the subsidiary Lyra International Co, Ltd. (hereinafter referred to as "the seller"), were sold to Lens International (Hong Kong) Co., Ltd. (hereinafter referred to as "the buyer") at the price of USD \$1,427,294,484.00 (about NT\$ 42,105,187,278) (hereinafter referred to as "the transaction"). The Company acts as the seller's guarantor and Lens Technology Co., Ltd. acts as the buyer's guarantor. The Company and the seller, the buyer and the buyer's guarantor have jointly signed the Share Purchase Agreement on August 18, 2020 (for excerpt, please refer to Annex 1 on page 7 of this Handbook). The buyer has paid the down payment which is equal to 10% of transaction price

to the seller on the signing date; when the Share Purchase Agreement is terminated due to specific events, the seller shall return the down payment to the buyer. For the return of the down payment, “Meeca (Taizhou)” will issue a letter of guarantee to the buyer to ensure the seller to fulfill this obligation.

2. The determination of the transaction price is based on the financial statements of Topo (Taizhou) and Meeca (Taizhou) in the year 2019, and considering their various factors such as business operation, retain earnings, market value in the same industry, net book value, future prospects, etc., and in accordance with article 48-2 of the Operating Rules of Taiwan Stock Exchange Corporation, JL Chen, CPA which is an independent accounting firm was appointed to issue the Opinion of price reasonableness and the influence of shareholders' equity of the Company (please refer to Annex 2 on page 11 of this Handbook). After comprehensive evaluation, both parties negotiated to reach the transaction price of USD \$1,427,294,484.00 (about NT \$42,105,187,278).

3. The audit committee of the Company has exercised the authority of the audit committee in accordance with the relevant regulations such as the Securities and Exchange Act, the Rules and Procedures for Acquisition or Disposal of Assets by Public Companies, and the Exercise of Powers by Audit Committees of Public Companies. It has considered the factors such as the company's future financial planning, long-term operation development and strategic transformation and consulted with the opinion, which was issued by the independent accounting firm JL Chen, CPA, on the reasonableness of the price and its influence of the shareholders' equity of the Company to submit that the equity value interval of Topo (Taizhou) and Meeca (Taizhou) is between RMB 8,330,646 thousand and RMB 10,385,844 thousand. Therefore, the transaction price of USD \$1,427,294,484.00 (about RMB 9,900,000,000) which is within the price interval assessed by the above-mentioned independent expert should be reasonable. The audit committee of the Company approved the transaction after considering the fairness and rationality of the transaction, and submitted the review results to the board of directors and the shareholders' meeting of the Company (please refer to Annex 3 on page 20 of this Handbook).

4. This transaction needs to be approved by the relevant authorities, registered according to laws or recorded, and is expected to be completed before December 31, 2020.

5. Considering the proportion of Topo (Taizhou) and Meeca (Taizhou) in the reinvestment of the Company and the proportion of the Company's sales revenue, this transaction shall be regarded as the concession of main part of operations or assets which is stipulated in Article 185, Paragraph 1, Item 2 of the Company law, and thus should be approved by the shareholders' meeting. The Company will follow Article 53-10 of the operating rules of Taiwan Stock Exchange Corporation and apply to Taiwan Stock Exchange Corporation for the

approval of continued listing at least 30 business days before the concession date.

6. Submit to the Extraordinary General Meeting to agree on this transaction and the Share Purchase Agreement, and authorize and ratify the chairman, general manager and their designated persons to handle all matters related to the transaction, including but not limited to preparing, negotiating or amending the Share Purchase Agreement, the guarantee letter and relevant documents of this transaction; adjust the transaction price and the settlement date of the transaction; submit application or declaration to the authority; sign, execute and handle the Share Purchase Agreement, the guarantee letter and related documents of this transaction and related matters; and implement or adjust the transaction settlement and other related matters.

7. After the audit committee's deliberation and the resolution of the board of directors, the item shall be submitted to the Extraordinary General Meeting for discussion.

Resolution: In accordance with relevant regulations, and in accordance with the reasonable opinion issued by accountant Chen Jingling from JL Chen CPA, who is an independent expert, the committee considers that the equity value range of Topo (Taizhou) and Meeca (Taizhou) is between RMB 8,330,646,000.00 and RMB 10,385,844,000.00, so the transaction price is US \$1,427,294,484.00 dollars (about RMB 9,900,000,000.00). It should be reasonable if it is within the price range assessed by the above independent experts. After the audit committee of the Company deliberated on the fairness and rationality of the transaction, the chairman consulted all the present members and unanimously agreed to pass it, and submitted it to the board of directors and the shareholders' meeting for resolution.

VII. Other Business and Special Motion: No

VIII. Meeting adjourned

President: Wen-Che Tseng

Recorded by: Shu-Hui Huang

Appendix I: Articles of Incorporation

Chapter 1: General Provisions

Article 1

The Company is organized as a company limited by shares and permanently existing in accordance with the Company Act of the Republic of China (the “Company Act”) and the Company’s English name is Catcher Technology Co., Ltd.

Article 2

The scope of business of the Company shall be as follows:

1. CA01090 Aluminum molding business
2. CA01150 Magnesium molding business
3. CA01990 Other non-metal business
4. CC01110 Computer and peripheral manufacturing business
5. CB01010 Machinery and equipment manufacturing business
6. F401010 International trade business
7. CA02080 Metal forging business
8. CB01990 Other mechanical manufacturing business
9. C805050 Industrial plastic manufacturing business
10. CA04010 Surface treatment business
11. CQ01010 Mode manufacturing business
12. ZZ99999 Except for permitted business, the Company may engage in other businesses not prohibited or restricted by laws or regulations

Article 2-1

The Company may handle endorsement and guaranty affairs in accordance with the Procedures for the Endorsement and Guaranty of the Company if there is any business need.

Article 2-2

The Company may invest in other businesses which have been approved by the board of directors. The total investment amount may exceed 40% of the total paid-in capital of the Company, which the regulations stated in Article 13 of the Company Act.

Article 3

The head office of the Company is located in Tainan City, Taiwan, the Republic of China (“R.O.C.”). Subject to the approval of the board of directors and, the Company may, if necessary, set up subsidiaries, branches, or branch offices within or outside the territory of the Republic of China.

Article 4

Public announcements of the Company shall be made in accordance with the provisions of Article 28 of Company Act.

Chapter 2: Shares

Article 5

The registered capital of the Company shall be NT\$10,000,000,000, divided into 1,000,000,000 common shares with a par value of NT\$10 per share. All the shares shall be issued in increments.

A total of 23,000,000 shares shall be set aside from the aforementioned common shares for the use as employee Stock Warrants, and the board of directors are authorized to issue by increments.

Article 5-1

For issuance of Stock Warrants where the price is less than the market price (book value) of the Company shares, or where the price of the treasury stocks to be transferred to the employees is less than the average price of the repurchased shares, shareholders representing the majority of the issued shares shall be present and approval by at least 2/3 of the presenting shareholders shall be required.

Article 6

The shares of the company are registered in the form of signatures and seals on behalf of the directors of the company, signed and sealed by the directors, issued after the visa according to law, and may be merged and reissued with large denomination securities.

Article 6-1

Any affair with regard to the shares of the Company shall be handled in accordance with the Guidelines for Handling Stock Affairs by a Public Issuing Company.

Article 6-2

The Company may, pursuant to the applicable laws and regulations, deliver shares or other securities in book-entry form, instead of delivering physical certificates evidencing shares or other securities. The Company shall arrange for such shares to be recorded by a centralized securities custodian institution.

Article 7

Registration for transfer of shares shall be suspended sixty days immediately before the date of general shareholders' meeting, and thirty days immediately before the date of any extraordinary shareholders' meeting, or within five days before the day on which dividend, bonus, or any other benefit is scheduled to be paid by the Company.

Chapter 3: Shareholders' Meetings

Article 8

Shareholders' meetings shall be of two types

1. General meetings: Shall be convened annually by the Board within six months of the end of each

fiscal year.

2. Extraordinary meetings: Shall be convened in accordance with the relevant laws, whenever necessary.

Article 9

The shareholder who cannot attend the shareholders' meeting in person may present a proxy letter, in accordance to regulations, issued by the Company, stating scope of authorization and designating a proxy.

Article 10:

Unless otherwise specified by the law, each shareholder of the Company shall be entitled to one vote for each share held.

Article 11

Except as otherwise provided in the relevant laws or the Company Act, any resolution of a shareholders' meeting shall be adopted at a meeting which at least general majority of the shareholders attend and at which meeting a general majority of the shareholders present vote in favor of such resolution.

Chapter 4: Board of Directors and Audit Committee

Article 12

The Company shall have seven to nine Directors. Directors shall be elected by adopting candidates nomination system as specified in Article 192-1 of the Company Law. The aforesaid Board of Directors must have no less than three independent directors and the number of independent directors shall not be less than 1/5 of the Board Members. The tenure of office of the directors will be three (3) years and they will be eligible for re-election. Directors shall be elected from a slate of director candidates at shareholders' meetings. The nomination of directors and related announcement shall comply with the relevant regulations of the Company Law and the Securities and Exchange Law.

Article 12-1

More than half of the elected directors shall not have either one of the following relationships : 1.Spouse;
2.First-degree and second-degree relatives.

Article 12-2

If the elected directors are against Article 12-1, these elected directors with lower votes are ineligible.

Article 12-3

The professional qualifications, restrictions on the shareholdings and concurrent positions held, and other matters with respect to independent directors shall be in compliance with applicable laws and regulations.

Article 12-4

In compliance with Article 14-4 of the ROC Securities and Exchange Act, the Company shall establish an Audit Committee, which shall consist of all independent directors and no less than 3 members. One of them should have expertise in accounting or finance and one of them should convene the committee. The Audit Committee shall be responsible for those functions of Supervisors specified under the Company Act, Securities and Exchange Act and other relevant regulations. The resolution should be approved by more than half of the audit committee members.

Article 13

The Company shall have a chair of the Board. The chair of the Board shall be elected by and among the directors by a majority of directors present at a meeting attended by more than two thirds of directors. The chair of the Board shall externally represent the Company.

Article 13-1

The Board of directors should be formed by the directors, and have the following functions and responsibilities:

1. Preparation of business report.
2. Proposing the earnings distribution or the making-up of losses.
3. Proposing the increase or reduction of capital.
4. Preparation of important procedures, rules, amendments, or agreements.
5. Appointment and removal of the president or vice presidents.
6. Approval of the investment in other businesses.
7. Establishment or abolishment of the branch offices.
8. Examination of business budgets and financial statement.
9. Appointment and removal of accountants.
10. Decision on the shareholders' monetary claims or the technology or goodwill which the Company is in need to exchange with the Company's shares within the authorized capital amount.
11. Decision on the Company's issuance of new shares in exchange with other companies' shares within the authorized capital amount.
12. The issuance of employees stock warrants.
13. Decision on repurchasing the shares of the Company and transferring to employees.
14. Other duties and powers granted by the law or by shareholders' meeting.

Article 13-2

In the case that vacancies on the Board of Directors exceed, for any reason, one third of the total number of the Directors or the discharge of all independent directors, then the Board of Directors shall convene a shareholders' meeting within 60 days to elect new Directors to fill such vacancies in accordance with relevant laws, rules and regulations. The new Directors shall serve the remaining tenure of the predecessors.

Article 13-3

Except as otherwise provided in the Company Act of the Republic of China, the board meeting should be convened by chairman and such chairman shall act as the chairman of the meeting. Any resolution of a Board of Directors' meeting shall be adopted at a meeting which at least general majority of the directors attend and at which meeting a general majority of the directors present vote in favor of such resolution.

Article 13-4

The convening of the board of directors shall state the reasons and notify the directors by the time limit prescribed by the securities authority 7 days prior through notification by e-mail or fax. But when there is an emergency, you can call it at any time.

Article 13-5

The Board may establish Audit, Compensation or other functions of Committee.

Article 14

In case the chair of the Board asks for leave or for other reason cannot exercise his power and authority, the deputy should be in accordance with Article 208 of the Company Act.

Article 15

Where a director is unable to attend a meeting of the Board, he may appoint another director to represent him by proxy. Each director may act as a proxy for one other director only. The meeting of the Board may be conducted in video conference and the directors who participate in the meeting through video conference are regarded as being present personally. The compensation to the directors is based on the peers' level and will be paid no matter the Company is in profit or loss.

Article 15-1

The Company may purchase liability insurance policies for directors during the tenure of their offices and within the scope of damages results from the performances of their official duties.

Article 15-2

For the items that should be submitted to the board of directors in accordance with Article 14-3 of the Stock and Exchange Act, the independent directors should be present at the meeting in person and shall not be in proxy of non-independent directors. If any director expresses dissent and it shall be contained in the meeting minutes. If the independent director is not able to be present at the meeting in person to express his dissent, except for proper reasons, the director shall submit the written statements and shall be contained in the meeting minutes.

Chapter 5: President and Vice Presidents

Article 16

The Company shall have managerial officers. Appointment, removal and remuneration of the managerial officers shall be subject to the provisions of Article 29 of the Company Act.

Chapter 6: Accounting

Article 17

At the end of each fiscal year, the Board of Directors shall prepare the following statements and reports, and submit the same to the Audit Committee for examination thirty (30) days prior to the annual general meeting, and then shall submit the same to the annual general meeting for adoption: (1) Business Report; (2) Financial statements; (3) Proposal governing the distribution of profit or the making-up of losses.

Article 18

The surplus distribution or loss of the Company shall be paid after the end of each semi-annual accounting year. If there is a surplus in the first half of the accounting year, the distribution shall be as follows:

1. Pay taxes;
2. Make up for accumulated losses;
3. Estimate the retention of employees and directors' compensation;
4. A statutory surplus reserve of 10% is provided; however, when the statutory surplus accumulation has reached the total capital of the company, this is not the limit;
5. To provide or revolve special surplus reserves in accordance with the company's operational needs and statutory requirements;
6. If there is still surplus, plus the accumulated undistributed surplus in the previous period and the undistributed surplus adjustment in the current period, the board of directors proposes to distribute the proposal.

Article 18-1

If the company makes a profit in the current year, it shall pay no less than one percent of the employee's remuneration. The board of directors shall decide to distribute it by stock or cash, and the object of its issuance shall include control that meets certain conditions. Or a subordinate company employee, the certain conditions are set by the board of directors. In addition, the company was able to increase the amount of profit, and the board of directors decided to raise no more than one percent of the director's compensation. The employee compensation and the distribution of directors' compensation shall be reported to the shareholders' meeting. However, when the company still has accumulated losses, it should retain the amount of compensation in advance, and then pay the employees' compensation and directors' compensation according to the ratio of the above. The object of transfer of the company's purchase of shares, the issue of the employee's stock option certificate, the employee of the share purchase when the

new shares are issued, and the issue of the new shares of the employee's rights are restricted, including the control or subordinate company employees who meet certain conditions. The board of directors has fixed it..

Chapter 7: Supplementary Articles

Article 19

In regard to all matters not provided for in these Articles of Incorporation, the Company Act shall govern.

Article 20

These Article of Incorporation were enacted on Sep. 19, 1984 and amended on Jun. 12, 1986 for the first time, on Jul 22, 1986 for the second time, on Mar. 16, 1989 for the third time, on Jun. 13, 1990 for the fourth time, on Jul. 27, 1992 for the fifth time, on Oct. 1, 1992 for the sixth time, on Jun. 20, 1994 for the seventh time, on Apr. 27, 1996 for the eighth time, on Sep. 13, 1996 for the ninth time, on Jan. 31, 1997 for the tenth time, on Jul 10, 1997 for the eleventh time, on Sep. 27, 1997 for the twelfth time, on Jun 21, 1998 for the thirteenth time, on Nov 2, 1998 for the fourteenth time, on Mar. 18, 1999 for the fifteenth time, on Apr. 24, 2000 for the sixteenth time, on Jun. 12, 2001 for the seventeenth time, on May 30, 2002 for the eighteenth time, on May 6, 2003 for the nineteenth time, on May 24, 2004 for the twentieth time, on May 24, 2004 for the twenty-first time, on May 31, 2005 for the twenty-second time, on May 30, 2006 for the twenty-third time, on June. 28, 2007 for twenty-fourth time, on Jun. 26, 2009 for twenty-fifth time, on Jun. 25, 2010 for twenty-sixth time, on Jun. 13, 2012 for the twenty-seventh time, on Jun. 13, 2013 for the twenty-eighth time, on May 19, 2017 for the twenty-ninth time, 2018 for the thirtieth time, on Jun. 11, on June 12, 2019 for the thirty-first time.

Appendix II: Rules and Procedures of Shareholders' Meeting

Article 1

To establish a strong governance system and sound supervisory capabilities for the Company's shareholders meetings, and to strengthen management capabilities, these Rules are adopted pursuant to Articles of the Corporate Governance Best-Practice Principles for TWSE/GTSM Listed Companies.

Article 2

The rules of procedures for the Company's shareholders meetings, except as otherwise provided by law, regulation, or the articles of incorporation, shall be as provided in these Rules.

Article 3

Unless otherwise provided by law or regulation, the Company's shareholders meetings shall be convened by the board of directors. The Company shall prepare electronic versions of the shareholders meeting notice and proxy forms, and the origins of and explanatory materials relating to all proposals, including proposals for ratification, matters for deliberation, or the election or dismissal of directors or supervisors, and upload them to the Market Observation Post System (MOPS) before 30 days before the date of a regular shareholders meeting or before 15 days before the date of a special shareholders meeting. The Company shall prepare electronic versions of the shareholders meeting agenda and supplemental meeting materials and upload them to the MOPS before 21 days before the date of the regular shareholders meeting or before 15 days before the date of the special shareholders meeting. In addition, before 15 days before the date of the shareholders meeting, the Company shall also have prepared the shareholders meeting agenda and supplemental meeting materials and made them available for review by shareholders at any time. The meeting agenda and supplemental materials shall also be displayed at the Company and the professional shareholder services agent designated thereby as well as being distributed on-site at the meeting place. Those shareholders who hold less than 1,000 shares of registered stock may be informed of the meeting notice 30 days in advance by means of posting a public announcement on the Market Observation Post System website. All shareholders shall be notified 15 days in advance when an extraordinary general meeting is convened. Those shareholders who hold less than 1,000 shares of registered stock may be notified 15 days in advance by means of posting a public announcement on the Market Observation Post System website. The subject of the meeting shall be explicitly stated in notices and public announcements.

When the relevant parties grant their consent, notification may be performed using electronics means. The election or dismissal of directors, amendment to the Articles of Incorporation, the dissolution, merger, split up of the Company, or anything as stated in Article 185, Paragraph1 of the Company Act, Article 26-1 and Article 43-6 of the Securities and Exchange Act, or Articles 56-1 and 60-2 of the Regulations Governing the Offering and Issuance of Securities by Securities Issuers shall be stated as the causes of convention and shall not be proposed as special motions in the meeting. Shareholders holding at least 1% of the total number of issued shares may submit annual general meeting proposals to the Company in writing. Any proposal relates to Article 172, Paragraph1-4 of the Company Act shall not be accepted. The company shall publicly announce acceptance of shareholders' proposals, the place of acceptance, and the acceptance period before the book closure date prior to the annual general meeting. The acceptance period may be no shorter than 10 days. The proposal shall not exceed 300 characters in length (including punctuation marks), or the proposing shareholder shall not submit more than one proposal, and fail to comply with these requirements will cause the entire proposal being excluded from the Shareholders' meeting. The proposing shareholder(s) or its designee shall attend the meeting and join the discussion. The Company shall notify those shareholders who submitted proposals of the results of process of the proposals prior to the notification of annual general meeting. If the shareholders' proposals to be included in the meeting agenda according to the rule; such proposals shall be included in the agenda. With regard to any shareholder proposals not included in the meeting agenda, the Board shall include in the meeting handbook an explanation of why each proposal was not included.

Article 4

For each shareholders meeting, a shareholder may appoint a proxy to attend the meeting by providing the proxy form issued by the Company and stating the scope of the proxy's authorization. A shareholder may issue only one proxy form and appoint only one proxy for any given shareholders meeting, and shall deliver the proxy form to the Company before 5 days before the date of the shareholders meeting. When duplicate proxy forms are delivered, the one received earliest shall prevail unless a declaration is made to cancel the previous proxy appointment. After a proxy form has been delivered to the Company, if the shareholder intends to attend the meeting in person or to exercise voting rights by correspondence or electronically, a written notice of proxy cancellation shall be submitted to the Company before 2 days before the meeting date. If the cancellation notice is submitted after that time, votes cast at the meeting by the proxy shall prevail.

Article 5

The venue for a shareholders meeting shall be the premises of the Company, or a place

easily accessible to shareholders and suitable for a shareholders meeting. The meeting may begin no earlier than 9 a.m. and no later than 3 p.m. Full consideration shall be given to the opinions of the independent directors with respect to the place and time of the meeting.

Article 6

The handbook of shareholders' meeting, annual report, attendance pass, speaking slips, ballots, and other material should be provided to the shareholders in attendance. Shareholders and their proxies shall attend shareholders meetings based on attendance cards, sign-in cards, or other certificates of attendance. The Company may not arbitrarily add requirements for other documents beyond those showing eligibility to attend presented by shareholders. Solicitors soliciting proxy forms shall also bring identification documents for verification. Government or juristic shareholders may send more than one representative to a shareholders' meeting. However, a juristic person attending a shareholders' meeting as a proxy may send only one representative to attend.

The Company shall specify in its shareholders meeting notices the time during which shareholder attendance registrations will be accepted, the place to register for attendance, and other matters for attention. The time during which shareholder attendance registrations will be accepted, as stated in the preceding paragraph, shall be at least 30 minutes prior to the time the meeting commences. The place at which attendance registrations are accepted shall be clearly marked and a sufficient number of suitable personnel assigned to handle the registrations.

Article 7

If a shareholders meeting is convened by the board of directors, the meeting shall be chaired by the chairperson of the board. When the chairperson of the board is on leave or for any reason unable to exercise the powers of the chairperson, the vice chairperson shall act in place of the chairperson; if there is no vice chairperson or the vice chairperson also is on leave or for any reason unable to exercise the powers of the vice chairperson, the chairperson shall appoint one of the managing directors to act as chair, or, if there are no managing directors, one of the directors shall be appointed to act as chair. Where the chairperson does not make such a designation, the managing directors or the directors shall select from among themselves one person to serve as chair. When a managing director or a director serves as chair, as referred to in the preceding paragraph, the managing director or director shall be one who has held that position for six months or more and who understands the financial and business conditions of the company. The same shall be true for a representative of a juristic person director that serves as chair. It is advisable that shareholders meetings convened by the board of directors be chaired by the chairperson of the board in person and attended by a majority of the directors.

If a shareholders meeting is convened by a party with power to convene but other than the board of directors, the convening party shall chair the meeting. When there are two or more such convening parties, they shall mutually select a chair from among themselves. The Company may appoint its attorneys, certified public accountants, or related persons retained by it to attend a shareholders meeting in a non-voting capacity.

Article 8

The Company, beginning from the time it accepts shareholder attendance registrations, shall make an uninterrupted audio and video recording of the registration procedure, the proceedings of the shareholders meeting, and the voting and vote counting procedures. The recorded materials of the preceding paragraph shall be retained for at least 1 year. If, however, a shareholder files a lawsuit pursuant to Article 189 of the Company Act, the recording shall be retained until the conclusion of the litigation.

Article 9

Attendance at shareholders meetings shall be calculated based on numbers of shares. The number of shares in attendance shall be calculated according to the shares indicated by the attendance book and sign-in cards handed in plus the number of shares whose voting rights are exercised by correspondence or electronically. The chair shall call the meeting to order at the appointed meeting time. However, when the attending shareholders do not represent a majority of the total number of issued shares, the chair may announce a postponement, provided that no more than two such postponements, for a combined total of no more than 1 hour, may be made. If the quorum is not met after two postponements and the attending shareholders still represent less than one third of the total number of issued shares, the chair shall declare the meeting adjourned. If the quorum is not met after two postponements as referred to in the preceding paragraph, but the attending shareholders represent one third or more of the total number of issued shares, a tentative resolution may be adopted pursuant to Article 175, paragraph 1 of the Company Act; all shareholders shall be notified of the tentative resolution and another shareholders meeting shall be convened within 1 month. When, prior to conclusion of the meeting, the attending shareholders represent a majority of the total number of issued shares, the chair may resubmit the tentative resolution for a vote by the shareholders meeting pursuant to Article 174 of the Company Act.

Article 10

If a shareholders meeting is convened by the board of directors, the meeting agenda shall be set by the board of directors. The meeting shall proceed in the order set by the agenda, which may not be changed without a resolution of the shareholders meeting.

The provisions of the preceding paragraph apply mutatis mutandis to a shareholders meeting convened by a party with the power to convene that is not the board of directors. The chair may not declare the meeting adjourned prior to completion of deliberation on the meeting agenda of the preceding two paragraphs (including extraordinary motions), except by a resolution of the shareholders meeting. If the chair declares the meeting adjourned in violation of the rules of procedure, the other members of the board of directors shall promptly assist the attending shareholders in electing a new chair in accordance with statutory procedures, by agreement of a majority of the votes represented by the attending shareholders, and then continue the meeting. The chair shall allow ample opportunity during the meeting for explanation and discussion of proposals and of amendments or extraordinary motions put forward by the shareholders; when the chair is of the opinion that a proposal has been discussed sufficiently to put it to a vote, the chair may announce the discussion closed and call for a vote.

Article 11

Before speaking, an attending shareholder must specify on a speaker's slip the subject of the speech, his/her shareholder account number (or attendance card number), and account name. The order in which shareholders speak will be set by the chair. A shareholder in attendance who has submitted a speaker's slip but does not actually speak shall be deemed to have not spoken. When the content of the speech does not correspond to the subject given on the speaker's slip, the spoken content shall prevail. Except with the consent of the chair, a shareholder may not speak more than twice on the same proposal, and a single speech may not exceed 5 minutes. If the shareholder's speech violates the rules or exceeds the scope of the agenda item, the chair may terminate the speech. When an attending shareholder is speaking, other shareholders may not speak or interrupt unless they have sought and obtained the consent of the chair and the shareholder that has the floor; the chair shall stop any violation. When a juristic person shareholder appoints two or more representatives to attend a shareholders meeting, only one of the representatives so appointed may speak on the same proposal. After an attending shareholder has spoken, the chair may respond in person or direct relevant personnel to respond.

Article 12

Voting at a shareholders meeting shall be calculated based the number of shares. With respect to resolutions of shareholders meetings, the number of shares held by a shareholder with no voting rights shall not be calculated as part of the total number of issued 52

shares. When a shareholder is an interested party in relation to an agenda item, and there is the likelihood that such a relationship would prejudice the interests of the Company, that shareholder may not vote on that item, and may not exercise voting rights as proxy for any other shareholder. The number of shares for which voting rights may not be exercised under the preceding paragraph shall not be calculated as part of the voting rights represented by attending shareholders. With the exception of a trust enterprise or a shareholder services agent approved by the competent securities authority, when one person is concurrently appointed as proxy by two or more shareholders, the voting rights represented by that proxy may not exceed 3 percent of the voting rights represented by the total number of issued shares. If that percentage is exceeded, the voting rights in excess of that percentage shall not be included in the calculation.

Article 13

A shareholder shall be entitled to one vote for each share held, except when the shares are restricted shares or are deemed non-voting shares under Article 179, paragraph 2 of the Company Act. When this Corporation holds a shareholders' meeting, it may allow the shareholders to exercise voting rights by correspondence or electronic means. When voting rights are exercised by correspondence or electronic means, the method of exercise shall be specified in the shareholders meeting notice. A shareholder exercising voting rights by correspondence or electronic means will be deemed to have attended the meeting in person, but to have waived his/her rights with respect to the extraordinary motions and amendments to original proposals of that meeting. A shareholder intending to exercise voting rights by correspondence or electronic means under the preceding paragraph shall deliver a written declaration of intent to this Corporation before 5 days before the date of the shareholders meeting. When duplicate declarations of intent are delivered, the one received earliest shall prevail, except when a declaration is made to cancel the earlier declaration of intent. After a shareholder has exercised voting rights by correspondence or electronic means, in the event the shareholder intends to attend the shareholders meeting in person, a written declaration of intent to retract the voting rights already exercised under the preceding paragraph shall be made known to this Corporation, by the same means by which the voting rights were exercised, before 2 days before the date of the shareholders meeting. If the notice of retraction is submitted after that time, the voting rights already exercised by correspondence or electronic means shall prevail. When a shareholder has exercised voting 53

rights both by correspondence or electronic means and by appointing a proxy to attend a shareholders' meeting, the voting rights exercised by the proxy in the meeting shall prevail. Except as otherwise provided in the Company Act and in this Corporation's articles of incorporation, the passage of a proposal shall require an affirmative vote of a majority of the voting rights represented by the attending shareholders. At the time of a vote, for each proposal, the chair or a person designated by the chair shall first announce the total number of voting rights represented by the attending shareholders, followed by a poll of the shareholders. After the conclusion of the meeting, on the same day it is held, the results for each proposal, based on the numbers of votes for and against and the number of abstentions, shall be entered into the MOPS. When there is an amendment or an alternative to a proposal, the chair shall present the amended or alternative proposal together with the original proposal and decide the order in which they will be put to a vote. When any one among them is passed, the other proposals will then be deemed rejected, and no further voting shall be required. Vote monitoring and counting personnel for the voting on a proposal shall be appointed by the chair, provided that all monitoring personnel shall be shareholders of the Company. Vote counting for shareholders meeting proposals or elections shall be conducted in public at the place of the shareholders meeting. Immediately after vote counting has been completed, the results of the voting, including the statistical tallies of the numbers of votes, shall be announced on-site at the meeting, and a record made of the vote.

Article 14

The election of directors at a shareholders meeting shall be held in accordance with the applicable election and appointment rules adopted by the Company, and the voting results shall be announced on-site immediately, including the names of those elected as directors and the numbers of votes with which they were elected. The ballots for the election referred to in the preceding paragraph shall be sealed with the signatures of the monitoring personnel and kept in proper custody for at least 1 year. If, however, a shareholder files a lawsuit pursuant to Article 189 of the Company Act, the ballots shall be retained until the conclusion of the litigation.

Article 15

Matters relating to the resolutions of a shareholders meeting shall be recorded in the meeting minutes. The meeting minutes shall be signed or sealed by the chair of the meeting and a copy distributed to each shareholder within 20 days after the conclusion of the meeting. The meeting minutes may be produced and distributed in electronic form. The Company may distribute the meeting minutes of the preceding paragraph by means of a public announcement made through the MOPS.

The meeting minutes shall accurately record the year, month, day, and place of the meeting, the chair's full name, the methods by which resolutions were adopted, and a summary of the deliberations and their results, and shall be retained for the duration of the existence of the Company.

Article 16

On the day of a shareholders meeting, the Company shall compile in the prescribed format a statistical statement of the number of shares obtained by solicitors through solicitation and the number of shares represented by proxies, and shall make an express disclosure of the same at the place of the shareholders meeting. If matters put to a resolution at a shareholders meeting constitute material information under applicable laws or regulations or under Taiwan Stock Exchange Corporation regulations, the Company shall upload the content of such resolution to the MOPS within the prescribed time period.

Article 17

Staff handling administrative affairs of a shareholders meeting shall wear identification cards or arm bands. The chair may direct the proctors or security personnel to help maintain order at the meeting place. When proctors or security personnel help maintain order at the meeting place, they shall wear an identification card or armband bearing the word "Proctor." At the place of a shareholders meeting, if a shareholder attempts to speak through any device other than the public address equipment set up by this Corporation, the chair may prevent the shareholder from so doing. When a shareholder violates the rules of procedure and defies the chair's correction, obstructing the proceedings and refusing to heed calls to stop, the chair may direct the proctors or security personnel to escort the shareholder from the meeting.

Article 18

When a meeting is in progress, the chair may announce a break based on time considerations. If a force majeure event occurs, the chair may rule the meeting temporarily suspended and announce a time when, in view of the circumstances, the meeting will be resumed. If the meeting venue is no longer available for continued use and not all of the items (including extraordinary motions) on the meeting agenda have been addressed, the shareholders meeting may adopt a resolution to resume the meeting at another venue. A resolution may be adopted at a shareholders meeting to defer or resume the meeting within 5 days in accordance with Article 182 of the Company Act.

Appendix II: Rules For Election Of Directors

Article 1

Unless otherwise provided in the Company Act or the Articles of Incorporation of the Company, the directors of the Company shall be elected in accordance with the rules specified herein.

Article 2

In election of directors of the Company, each share shall have voting rights equivalent to the number of seats to be elected and such voting rights can be combined to vote for one person or divided. In the election of directors of the Company, the names of voters may be represented by shareholders' numbers.

Article 3

In the election of directors of the Company, candidates who acquire more votes should win the seats of directors. There should be more than half of the seats of the directors who are not the spouse of the second degree of kinship of each other.

Article 4

The qualification and election of the independent directors of the Company should be in accordance with Regulations Governing Appointment of Independent Directors and Compliance Matters of Public Companies and the Article 24 of Corporate Governance Best Practice Principles for TWSE/GTSM Listed Companies.

Articles 5

If two or more persons acquire the same number of votes and the number of such persons exceeds the specified seats available, such person acquiring the same votes shall draw lots to decide who should win the seats available, and the Chairman shall draw lots on behalf of the candidate who is not present. If the elected director's personal information is incorrect or unqualified according to the related regulations, the seat should be taken by the original person who acquires the number of votes next to the elected director.

Article 6

The shareholders on the shareholders' list all have voting rights. If there's designated representative of the corporate shareholder, it should be submitted in written form and be recorded on the shareholders' list.

Article 7

The ballots should be prepared by the Board of Directors according to the shareholders' numbers and indicates the number of voting rights of each shareholder.

Article 8

At the beginning of the election, the Chairman shall appoint several persons to check and record the

ballots.

Article 9

If the candidate is a shareholder of the Company, voters shall fill in the “candidate” column the candidate’s name and shareholder’s number and the number of the votes cast for such candidate. If the candidate is not a shareholder of the Company, voters shall fill in the “candidate” column the candidate’s name, the candidate’s ID number and the number of votes cast for such candidate. If the candidate is government agency or a legal entity, the full name of the government agency of the legal entity or the name(s) of their representative(s) should be filled in the column.

Article 10

Ballots shall be deemed void under the following conditions:

- (1) Ballots not prepared by the Company;
- (2) Ballot being filled in with two or more than two candidates;
- (3) Ballots with other written characters or symbols in addition to candidate’s name, shareholder’s number (ID number) and the number of votes cast for the candidate;
- (4) Ballots no placed in the ballot box in the specified period;
- (5) Illegible writing;
- (6) If the candidate is a shareholder of the Company, the name or shareholder’s name of the candidate filled in the ballot inconsistent with the shareholders’ register. If the candidate is not a share holder of the Company, the name or ID number of the candidate filled in the ballot is incorrect;
- (7) The name of the candidates filled in the ballots being the same as another candidate’s name and the respective shareholder’s numbers (ID numbers) not being indicated to distinguish them;
- (8) Blank ballots not completed by the voter.

Article 11

The ballot box used for voting shall be prepared by the Company and checked in public by the person to check the ballots before voting

Article 12

The ballots should be calculated during the meeting right after the vote casing and the results of the election should be announced by the Chairman at the meeting.

Article 13

The Board of the Directors shall issue notifications to the directors elected.

Article 14

Matters not specified herein shall be resolved in accordance with Company Act or the applicable laws or regulations.

Article 15

These Rules and any revision thereof shall become effective after approval at the shareholders' meeting.

Appendix III: Shareholdings of All Directors

- Catcher Director Shareholding and Legal Minimum Shareholdings is as follows:
Common shares issued 761,618,069 shares
Legal holding of all directors in number of shares 24,371,778 shares
- The Company has set up an Audit Committee, so limitations on supervisors' holdings are not applicable.
- As of September 6, 2020, all board members' shareholding are as follows:

Position	Name	Number of shares	Shareholding %
Chairman	Shui-Shu Hung	10,704,834	1.41%
Director	Tien-Szu Hung	10,661,889	1.40%
Director	Yung Yu Investment Co., Ltd. (Representative: Shui-Sung Hung)	10,283,871	1.35%
Director	Mon-Huan Le	0	0.00%
Independent Director	Wen-Che Tseng	0	0.00%
Independent Director	Cong-Jhu Liang	0	0.00%
Independent Director	Ming-Yang Chenng	0	0.00%
All Directors		31,650,594	4.16%