

<b>Applied BioCode Corporation</b> <b>資金貸與他人作業程序</b> <b>Management of Loans to Others</b>	Effective Date	9/30/2016
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第一條 法規依據 Applicable Laws and Regulations

Article 1 本作業程序係依台灣證券交易法第三十六條之一及「公開發行公司資金貸與及背書保證處理準則」有關規定訂定。本程序如有未盡事宜，悉依相關法令規定辦理之。

These procedures are promulgated pursuant to Article 36-1 of the Taiwan Securities and Exchange Act and Regulations governing Loaning of Funds. Any other matters not set forth in the Procedures shall be dealt with in accordance with the applicable laws, rules, and regulations.

第二條 定義 Definition

Article 2 2.1 本程序所稱子公司及母公司，應依台灣證券發行人財務報告編製準則之規定認定之。

"Subsidiary" and "parent company" as referred to in the Procedures shall be as determined under the Regulations Governing the Preparation of Financial Reports by Securities Issuers of Taiwan.

2.2 本程序所稱之淨值，係指資產負債表歸屬於母公司業主之權益。

"Net worth" as referred to in the Procedures shall be equity attributable to owners of the parent company in the balance sheet.

2.3 本程序所稱事實發生日，係指交易簽約日、付款日、董事會決議日或其他足資確定交易對象及交易金額之日等日期孰前者。

The term "date of occurrence of the fact" as used in the Procedures refers to the date of contract signing, date of payment, dates of resolutions of the Board of Directors, or other date that can confirm the counterpart and monetary amount of the transaction, whichever date is earlier.

第三條 資金貸與對象 Entities to which the company may loan funds.

Article 3 3.1 本公司資金除有下列各款情形外，不得貸與股東或任何他人：

The Company shall not loan funds to any of its shareholders or any other person except under the following circumstances:

3.1.1 公司間或與行號間業務往來者。

Where an inter-company or inter-firm business transaction calls for a loan arrangement; or

3.1.2 公司間或與行號間有短期融通資金之必要者。融資金額不得超過貸與企業淨值之百分之二十。

Where an inter-company or inter-firm short-term financing facility is necessary, provided that such financing amount shall not exceed 20% of the lender's net worth.

3.2 前項所稱短期，係指一年。但公司之營業週期長於一年者，以營業週期為準。第一項第二款所稱融資金額，係指本公司短期融通資金之累計餘額。

The term "short-term" as used in the preceding paragraph is a time period of one year. Where the Company's operating cycle exceeds one year, the term of "short-term" means one operating cycle. The term "financing amount" as used in Subparagraph 3.1.2 of this Article means the cumulative balance of the Company's short-term financing.

3.3 本公司直接及間接持有表決權股份百分之百之國外公司間從事資金貸與，不受第一項第二款之限制，但仍應依第四條第三項及第五條規定訂定之資金貸與限額及期限辦理。

The restriction in Subparagraph 3.1.2 shall not apply to inter-company loans of funds between foreign companies in which the Company holds, directly or indirectly, 100% of the voting shares, but such inter-company loans of funds shall be subject to Paragraph 4.3 of Article 4 and Article 5.

3.4 本公司與他公司或行號間因業務往來關係從事資金貸與者，應依第四條第一項及第二項第一款之規定；因有短期融通資金之必要從事資金貸與者，以下列情形為限：

Where funds are lent to a company or business with business relationships with the Company, such loans shall be granted in accordance with Paragraph 4.1 and 4.2.1 of Article 4. Loans may be

granted due to short-term financing need only under one of the following circumstances:

3.4.1 本公司持股達百分之五十以上之公司因業務需要而有短期融通資金之必要者。

A Subsidiary of the Company of which the Company holds 50% or more of its shares having a business need for short-term financing; or

3.4.2 他公司或行號因營運週轉需要而有短期融通資金之必要者。

Where short-term financing is required for a company or business due to purchase of materials or operational needs; or

3.4.3 其他經本公司董事會同意資金貸與者。

Where the loan is approved by the Board of Directors of the Company.

第四條 資金貸與總額及個別對象之限額 The aggregate amount of loans and the maximum amount permitted to a single borrower  
Article 4

4.1 資金貸與總額 Aggregate amount of loans

本公司總貸與金額以不超過本公司淨值百分之三十為限，其中

(1) 公司間或與行號間有短期融通資金之必要而將資金貸與他人之總額，以不超過本公司淨值百分之二十為限。

(2) 與本公司有業務往來之公司或行號，資金貸與總額以不超過本公司淨值百分之十為限。

The accumulated total of loans granted shall not exceed 30% of the net worth of the Company.

(1) Where funds are lent to a company or business with a short-term financing need, the accumulated amount of such loans shall not exceed 20% of the net worth of the Company.

(2) Where funds are lent to a company or business with business relationship, the accumulated amount of such loan shall not exceed 10% of the net worth of the Company.

4.2 個別對象之限額 the maximum amount permitted to a single borrower

4.2.1 與本公司有業務往來之公司或行號，個別貸與金額以不超過雙方間最近一年度業務往來金額為限。所稱業務往來金額係指雙方間進貨或銷貨金額孰高者。

The amount of an individual loan granted by the Company to a company or business with business relationship with the Company shall not exceed the business transaction amount in the past year between the parties. "Business transaction amount" refers to the amount of purchase or sale between the parties, whichever is higher.

4.2.2 有短期融通資金必要之公司或行號，個別貸與金額以不超過本公司淨值百分之十為限。

Where funds are lent to a company or business with short-term financial need, each individual loan shall not exceed 10% of the net worth of the Company.

4.3 本公司直接及間接持有表決權股份百分之百之國外公司間從事資金貸與，個別貸與金額以不超過本公司淨值百分之二十為限。

Each inter-company loan of funds between foreign companies in which the Company holds, directly or indirectly, 100% of the voting shares shall not exceed 20% of the net worth of the Company

第五條 資金貸與期限及利息計算方式 Duration of loans and calculation of interest

Article 5 5.1 本公司資金貸與期限每次不得超過一年；如遇特殊情形得經董事會同意後，在不違反相關法令下，依實際狀況需要延長貸與期限。

The term of each loan extended by the Company shall not exceed one year. Under any special circumstance and subject to applicable laws and regulations, the Company may extend the term of the loan with the approval of the Board of Directors.

5.2 資金貸與利率應以美國基本利率加上 1.5 百分比或本公司資金成本較高者為準。於董事會核准前，提交下列文件供董事會參考。

- (1) 其他融資來源、抵押品及資金需求原因
- (2) 利益衝突揭露
- (3) 抵押品或保證人
- (4) 財務風險評估
- (5) 擬定之期間及條件

The interest should be equal to or greater than US Prime Rate plus 1.5 points or the Company borrowing rate whichever is greater. Before the Board approval, the Company Executive and subsidiary should present

following document for the Board consideration.

- (1) Source of other financing, asset collateral, and purpose of the fund request
- (2) Conflict of Interest Disclosure
- (3) Asset Collateral or Guarantor
- (4) Financial Due Diligent
- (5) Drafted term and conditions

第六條 資金貸與辦理程序 Procedures for handling loans of funds

Article 6 6.1 本公司資金貸與他人前，應審慎評估是否符合台灣證券主管機關所訂「公開發行公司資金貸與及背書保證處理準則」及本程序之規定，併同第七條第二項之審查結果提董事會決議後辦理，不得授權其他人決定。

Any lending of the Company's funds shall be evaluated with and subject to the "Guidelines for Fund-Lending and Providing Endorsements and Guarantees by Public Companies" announced by the Taiwan securities regulatory authority and the Procedures, and then submitted, together with the result of the evaluation made as described in the Paragraph 7.3 of Article 7, to the Board of Directors for its approval and no delegation shall be made to any person in this regard.

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

When fund lending is contemplated between the Company and its parent company or when fund lending to Subsidiaries is contemplated by the Company, an approval from the Board of Directors shall be obtained, and the Chairman shall be authorized to handle the matter within the specific amount of fund lending to the same party approved by the Board of Directors and the lending is authorized in installment or revolver within one year.

6.3 前述所稱一定額度，除本公司直接及間接持有表決權股份百分之百之台灣境外之公司間之資金貸與外，本公司對單一企業之資金貸與之授權額度不得超過本公司最近期財務報表淨值百分之十。

"Specific amount" as referred to above shall mean that the authorized amount of loans by the Company to an individual entity shall not exceed 10% of the Company's net value in their most recent financial statement except loans between the Company's Subsidiaries outside of Taiwan of whom the Company directly or indirectly holds 100 percent of voting shares.

- 6.4 依前項規定將本程序或擬將資金貸與他人提報董事會討論時，應充分考量各獨立董事之意見，並將其同意或反對之明確意見及反對之理由列入董事會紀錄。

When the Company submits the Procedures or when fund-lending to other parties is contemplated for discussion by the Board of Directors under the preceding paragraph, the Board of Directors shall take into full consideration each independent director's opinion; independent directors' opinions specifically expressing assent or dissent and their reasons for dissent shall be included in the minutes of the Board of Directors' meeting.

第七條 資金貸與審查程序 Procedures for scrutinizing loans of funds

- Article 7 7.1 借款人向本公司申請貸款，應出具申請書或函，詳述借款金額、期限、用途及提供擔保情形，並應提供基本資料及財務資料予本公司以便辦理徵信工作。

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

有短期融通資金之必要者，應列舉貸與資金之原因及情形。

Where short-term financing is needed, the reasons for and conditions of extending loans shall be enumerated.

- 7.2 借款人依前項規定申請貸款時，本公司得要求提供同額之本票、擔保品及/或其他本公司要求之擔保，其提供擔保品者，並應辦理質權及/或抵押權設定手續，以確保本公司債權。

Any borrower shall provide a promissory note, collateral and/or other

guarantee as requested by the Company in an amount equivalent to that of the loan when making an application in accordance with the preceding paragraph. If any collateral is provided, legal procedures for mortgage and/or lien must be fulfilled to protect the Company's interest.

- 7.3 財務單位應針對第一項取得之資料，就資金貸與之必要性及合理性、貸與對象之徵信及風險評估、對本公司之營運風險、財務狀況及股東權益之影響及應否取得擔保品等詳細審查，並於每季評估擔保品價值。

The Finance Unit, based on the aforesaid information of Paragraph 1, shall then evaluate the necessity and rationality of the loan application, the credibility and risk of the borrower, the impact towards the Company's operating risk, financial position and shareholders' equity, and the necessity to acquire collateral and appraisal of collateral quarterly.

第八條 已貸與金額之後續控管措施，逾期債權處理程序 Subsequent measures for  
Article 8 management of loans, and procedures for handling delinquent creditor's rights

- 8.1 本公司辦理資金貸與事項，應建立備查簿，就資金貸與之對象、金額、董事會通過日期、資金貸放日期及依規定應審慎評估之事項詳予登載備查。

The Company shall establish and maintain a memorandum book for its fund-lending activities and truthfully record the following information: borrower, amount, date of approval by the Board of Directors, lending/borrowing date, and matters to be carefully evaluated under the preceding Article.

- 8.2 貸款撥放後財務單位應定期評估借款人及保證人（如有）之財務及信用狀況等。如有發生逾期且經催討仍無法收回之債權時，財務單位應即通知及配合相關單位或外部法律顧問對債務人採取進一步追索行動，以確保本公司權益。

After a loan is extended, the Finance Unit shall periodically evaluate the

financial status and credit of the borrower and guarantor (if any). In the event that a loan is overdue and not repaid even after the Company's repeated attempt to collect payment, the Finance Unit shall immediately notify the relevant units or external legal counsel for further legal actions to protect the Company's interest.

- 8.3 本公司因情事變更，致貸與對象不符相關法律及本程序之規定或貸與餘額超限時，應訂定改善計畫，將相關改善計畫送審計委員會及董事會，並依計畫時程完成改善。

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

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

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

#### 第九條 公告申報程序 Announcement and Reporting Procedures

- Article 9 9.1 本公司股份登錄興櫃或於台灣上市、櫃期間，本公司應於每月十日前公告申報本公司及子公司上月份資金貸與餘額。

As the Company's shares are traded on the emerging stock market or listed on the Taipei Exchange (TPEX) or the Taiwan Stock Exchange in Taiwan, the Company shall announce and report the previous month's loan balances of its head office and Subsidiaries by the 10th day of each month.

- 9.2 本公司股份登錄興櫃或於台灣上市、櫃期間，本公司資金貸與餘額達下列標準之一者，應於事實發生日之即日起算二日內公告申報：

As the Company's shares are traded on the emerging stock market or



listed on the Taipei Exchange (TPEX) or the Taiwan Stock Exchange in Taiwan, the Company whose loans of funds reach one of the following levels shall announce and report such event within two days commencing immediately from the date of occurrence of the fact:

9.2.1 本公司及其子公司資金貸與他人之餘額達本公司最近期財務報表淨值百分之二十以上。

The aggregate balance of loans to others by the Company and its Subsidiaries reaches 20 percent or more of the Company's net worth as stated in its latest financial statement.

9.2.2 本公司及其子公司對單一企業資金貸與餘額達本公司最近期財務報表淨值百分之十以上。

The balance of loans by the Company and its Subsidiaries to a single enterprise reaches 10 percent or more of the Company's net worth as stated in its latest financial statement.

9.2.3 本公司或其子公司新增資金貸與金額達新台幣一千萬元以上且達本公司最近期財務報表淨值百分之二以上。

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

9.3 本公司之子公司非屬台灣公開發行公司者，依規定有應公告申報之事項，由本公司代為公告申報之。

If there is any reporting and announcement required for the Company's Subsidiary which is not a Taiwan public company, the Company will follow the requirement on behalf of its Subsidiary.

9.4 本程序所稱之公告申報，係指輸入台灣金融監督管理委員會指定之資訊申報網站。

The term "Announcement and Report" as used in the Procedures means the process of entering data to the information reporting website designated by the Financial Supervisory Commission of Taiwan.

#### 第十條 內部稽核 Internal audit

Article 10 本公司內部稽核人員應每季稽核本程序及其執行情形，並作成書面紀錄，

如發現重大違規情事，應即以書面通知審計委員會及董事會。

Internal auditors shall perform auditing on the Procedures and the implementation of the Procedures every quarter and produce written auditing reports. Should there be any violation found, a written report is needed to notify the Audit Committee and the Board of Directors.

第十一條 對子公司資金貸與他人之控管程序 Procedures for managing loans to others by subsidiaries  
Article 11

本公司之子公司擬將資金貸與他人時，應依處理準則及本程序規定訂定資金貸與他人作業程序，並應依所定作業程序辦理。

Where a Subsidiary of the Company proposes to lend funds to a third party, the Company shall require the Subsidiary to establish procedures for lending funds in accordance with relevant regulations and the Procedures and shall conform to such procedures.

第十二條 本作業程序實施前，本公司現有貸與金額提董事會追認後按以上各款規定辦理，但如有超過第四條規定限額之貸出部份，應分期收回之。  
Article 12

Any lending of the Company's funds made before the implementation of the Procedure shall be submitted to the Board of Directors for subsequent ratification and handled in accordance with the regulations described above. Amount exceeded the limitation set in Article 4 should be collected periodically.

第十三條 相關人員違反本作業程序罰則 Penalty for violation of the Procedures by personnel in charge  
Article 13

本公司經理人及主辦人員於辦理資金貸與相關事宜時，應遵循本程序之規定，使本公司免於遭受作業不當之損失。如有違反相關法令或本程序規定之情事，其懲戒悉依本公司相關人事規章之規定辦理。

The Company managers and persons-in-charge shall follow the Procedures in order to prevent the Company from incurring any losses. Should there be any violation of related regulations or the Procedures, subsequent discipline is subject to the related personnel articles of the Company.

第十四條 本程序以英文訂定。如本程序中、英版本不一致，應以英文版本為準。

Article 14 The Procedures are established in English. In case of any discrepancy

between the English version and the Chinese version, the English version shall govern

第十五條 本程序經審計委員會同意，且呈送董事會通過後，並提報股東會以普通決議通過後實施，修正時亦同。提報董事會討論時，應充分考量各獨立董事之意見，並將其同意或反對之明確意見及反對之理由列入董事會紀錄。如有董事表示異議且有紀錄或書面聲明者，公司應將其異議併送審計委員會及提報股東會討論，修正時亦同。

Article 15

The Procedures and any amendment thereof shall be effective upon approval by the Audit Committee first and then by Board of Directors, subject to the ordinary resolution in the general meeting. The Board of Directors shall take into full consideration each Independent Director's opinions. If an Independent Director objects to or expresses reservations about any matter, it shall be recorded in the minutes of the board of directors meeting. Any objection by the Directors which is recorded or in writing shall be submitted to the Audit Committee and for discussion by the Shareholders' Meeting. The same shall apply to any amendments to the Procedures.