

WT Microelectronics Co., Ltd.
Meeting Notice of Annual General Shareholders' Meeting
(Summary Translation)

The 2017 Annual Shareholders' Meeting (the "Meeting") of WT Microelectronics Co., Ltd. (the "Company") will be convened at WT's Headquarters (Located at 18F., No.738, Zhongzheng Rd., Zhonghe Dist., New Taipei City 235, Taiwan) at 9:00 a.m., Monday, June 26, 2017.

1. The agenda for the Meeting is as follows:

(1) Report Items

- I. 2016 Business Report.
- II. Supervisors' Review Report.
- III. 2016 Report on Distribution of Remuneration of Employees and Directors and Supervisors.
- IV. Report on domestic fifth unsecured convertible bond.
- V. Special Committee on Mergers and Acquisitions for stake conversion with Maxtek Technology Co., Ltd..

(2) Ratification Items

- I. 2016 Business Report and Financial Statements.
- II. Distribution of 2016 Earnings.

(3) Discussion Items

- I. The plan of acquiring Maxtek Technology Co., Ltd. 100% stakes by cash.
- II. Amendments to Procedures for Acquisition or Disposal of Assets.

(4) Questions and Motions

2. The major items of the proposal for distribution of 2016 profits has been resolved by the Board of Directors meeting are as follows:

- (1) Cash dividends –Totaling NT\$1,141,780,289 the proposed dividend is NT\$2.4 per share. Upon the approval of Annual Meeting of Shareholders, it is proposed that the Board of Directors be authorized to resolve the ex-dividend date.

3. "Share Exchange Agreement", "Opinions on the Justifiability of the Ordinary Share Price for Equity Transfer between WT Microelectronics Co., Ltd. and Maxtek Technology Co., Ltd.," and "Minutes of the Second Meeting of Special Committees of WT Microelectronics Co., Ltd. "of the Company acquires Maxtek Technology Co., Ltd. 100% shares by cash are attached as Annex 1, Annex 2, and Annex 3.

4. Pursuant to Article 165 of the Company Act, the Company hereby closes the share transfer registration from April 28, 2017 to June 26, 2017.

5. The Transfer Agency Department of Grand Fortune Securities Co., Ltd. is the proxy tallying and verification institution for this annual general meeting.

6. Shareholders may exercise his/her/its voting rights by way of electronic transmission during the period from May 27, 2017 to June 23, 2017. Please log in the “Stockvote” (<https://www.stockvote.com.tw>) of Taiwan Depository & Clearing Corporation (TDCC) and vote in.

Board of Directors
WT Microelectronics Co., Ltd.

Share Exchange Agreement

The share exchange agreement (hereinafter referred to as “Agreement”) is made and entered into as of April 6, 2017 by and between

(1) WT MICROELECTRONICS CO., LTD. (“WT”) a company organized and existing under the laws of R.O.C. having principle office at 14TH FL., NO.738, CHUNG CHENG RD., ZHONGHE DIST., NEW TAIPEI CITY 235, TAIWAN, R.O.C.; and

(2) MAXTEK TECHNOLOGY CO., LTD. (“MAXTEK”) a company organized and existing under the laws of R.O.C. having principle office at 5F,NO.13-20,SEC.6,MIN CHIUAN E. RD.,NEI HU,TAIPEI 114,TAIWAN,R.O.C.

Preamble

Whereas, in view of integrating resources, promoting operational efficiency and enhancing competitiveness, the Parties wish to undertake share exchange according to the provisions stipulated in *Business Mergers and Acquisitions Act* and the conditions of the Agreement, WT shall be subject to the preceding agreement to pay MAXTEK in cash as consideration to acquire total number of issued shares of MAXTEK, after such share exchange (“Transaction”) fulfilled and completed, MAXTEK will become a subsidiary company entirely held by WT.

NOW, THEREFORE, for the purpose of the terms and conditions of Business Mergers and Acquisitions Act and in consideration of the foregoing premises and covenants set forth herein, the Parties agree as follows:

Article 1 Share exchange

In precondition of the condition precedent as provided in Article 6 hereof to have been done or have immunized, WT and MAXTEK shall conduct share exchange on the reference date of share exchange (as defined in Article 2), thereupon, (1) WT to acquire total number of issued shares of MAXTEK, MAXTEK will become a subsidiary company entirely held by WT, and (2) shareholders of MAXTEK will gain the amount of cash set forth in Article 4 from WT as consideration.

Article 2 Reference Date of Share exchange

2.1 In order to resolve the recommended transaction, the Parties shall submit such motion to be adopted and approved by the shareholders’ meeting, and the said shareholders’ meeting shall

be convened on tentative date of June 26, 2017 subject to relevant acts and regulations, or any other date designated by board of directors of both Parties, if applicable.

2.2 In the event that the condition precedent stipulated in Article 6 (1), (2) hereof which have been fully done or immunized, the Parties shall, no less than fifteen business days after that such condition precedent to have been done or immunized, commonly determine reference date of share exchange ("Reference Date"), so as to fulfill and complete the contemplated Transaction. The Reference Date of Transaction has been provisionally determined to be October 1, 2017.

"Business Day" used in the Agreement means a day on which Taiwan Securities Exchange Corporation ("TWSE") and banks are open for business.

2.3 With the aim of acquiring the license of competent authority specified in Article 6 (2) hereof, and the listed permission issued by TWSE to MAXTEK required in Article 6 (3) as soon as possible, upon the Transaction that adopted and approved by board of directors of both Parties, the Parties shall mutually coordinate to submit relevant documents required and implement such application thereof.

Article 3 Capital of MAXTEK prior to share exchange

On the date of execution of the Agreement, MAXTEK has an authorized share capital of NT \$800,000,000, comprising 80,000,000 shares of common stock at the par value of NT\$10 per share, of which 70,281,331 shares of common stock have been issued and outstanding. As of the date of execution hereof, MAXTEK did not publicly offer, issue any other equity-type securities, and buy back none of any share as treasury stock.

Article 4 Amount of Cash Consideration Per Share

4.1 The Parties hereby agree that the consideration of acquiring shares by WT from MAXTEK is at the price of NT\$27 per share of common stock ("Cash Consideration Per Share"), WT desires to pay NT\$1,897,595,937 as a total amount of cash consideration to acquire the total number of common stocks of MAXTEK, 70,281,331 shares in aggregate, provided that any price adjustment in accordance with Article 5 herein, if any, then the Cash Consideration Per Share shall be the price adjusted accordingly, and the designated total amount of cash consideration payable by WT shall be recomputed according to such Cash Consideration Per Share which have been adjusted thereto.

4.2 In precondition of the condition precedent as provided in Article 6 hereof to have been done or have immunized, WT shall pay, on the Reference Date, the cash consideration to MAXTEK's shareholders registered in the shareholders' roster of MAXTEK (withholding any and all taxes

to be deducted under acts and regulations) on the Reference Date. Provide, however, that actual total amount payable of cash consideration by WT shall subtract that MAXTEK buys back the number of shares owned by the shareholder(s) expressing his/her objection from that the total number of issued shares owned by MAXTEK as of the Reference Date, and the delivery shall base on the said actual amount payable of cash consideration rounded each share to “Yuan” (under below Yuan rounded off).

Article 5 Adjustment to Cash Consideration Per Share

5.1 Within the term of Starting from the data of execution of the Agreement to and till the Reference Date, if any of the following should occur, the Parties agree to adjust Cash Consideration Per Share subject to the conditions of this Article:

5.1.1 In case MAXTEK should distribute any cash dividend, then Cash Consideration Per Share shall be adjusted according to the formula below:

Post-adjusted Cash Consideration Per Share = Pre-adjusted Cash Consideration Per Share — the amount of Cash Consideration Per Share distributed by MAXTEK

5.1.2 In case MAXTEK should distribute any cash dividend or delivery of bonus share, then Cash Consideration Per Share shall be adjusted according to the formula below:

Post-adjusted Cash Consideration Per Share = Pre-adjusted Cash Consideration Per Share x N / (N +n)

N = the total number of issued shares of common stock of MAXTEK

n = the number of shares distributed by MAXTEK due to stock dividend or delivery of bonus share

5.1.3 If any of the following should occur, the Parties shall amicably negotiate for adjustment of Cash Consideration Per Share agreed under Article 4 hereof, and shall determine the adjustment of Cash Consideration Per Share within twenty (20) business days after each event occurred or in the extended period agreed in writing through the resolution of both Parties' board of directors; in the event that the Parties fail to enter into an amicably mutual agreement on adjustment of Cash Consideration Per Share within twenty (20) business days (or the agreed extended period in writing by and between the Parties), subject to the following events set forth in paragraph (1) or paragraph (2), WT is entitled to terminate the Agreement upon a written notice to MAXGEK; subject to the following event set forth in paragraph (3), either Party is entitled to terminate the Agreement upon a written notice to the other Party:

(1) In the event that the disposal of company's assets which has had a significant adverse

impact on the financial status or business of the company;

- (2) Occurrence of any kind or nature of events (in any event its occurrence due to engagement in normal business activities) which has caused a significant adverse impact on finance, revenues, business, operation, assets, status of compliance with acts and regulations, profitability and shareholders' equity of MAXTEK and its individual subsidiaries, however, any event beyond the reasonable control of MAXTEK which will be excluded therefrom, e.g.: (a) any changes, variation of situation or event conforming to overall financial or securities market or economical situation; (b) any changes, variation of situation or event in line with the development of MAXTEK's industry; (c) any interest rate, exchange rate or commodity price movement related ; (d) any normally seasonal changes resulting from conformity with normal business activities; (e) any change as a result of public announcement of execution hereof or any allowance hereunder; or
- (3) Adjustment to cash consideration as may be as required in compliance with other applicable acts and regulations, instructions made by competent authority or successfully acquiring competent authority' license.

5.1.4 The term "significant adverse impact" used in the Agreement means any of the following (whichever earlier) :

- (1) The circumstances or degree has generated or reasonably expected to generate adverse impact on MAXTEK, which will individually or aggregately lead to the net value of MAXTEK on the Reference Date to be under below the net value presented in the consolidated financial statements that was audited and certified by certified public accountant as of December 31, 2016 ("Audited Financial Statements"), and such balance reaches ten percent (10%) or more of the net value described in Audited Financial Statement; or
- (2) The circumstances or degree has generated or reasonably expected to generate adverse impact to MAXTEK, and such affected amount in individual or in aggregate will reach thirty percent (30%) of the net value described in Audited Financial Statements.

Article 6 Condition Precedent

Any and all obligations to be fulfilled by both Parties hereunder, which shall be in precondition of condition precedent to have fully been done or to have been conferred immunity by the Party who is entitled to, such conditions precedent as follows:

- (1) The Transaction and the Agreement have submitted to and approved by resolutions of board of directors and shareholders' meeting in compliance with applicable acts and

regulations;

- (2) For the purpose of the Transaction, the Parties has acquired any and all required permission, license and authorized reporting from government competent authority concerned under applicable acts and regulations;
- (3) Delisting permission to be issued to MAXTEK by TWSE concerning the Transaction;
- (4) Starting from the date of execution hereof to and till the Reference Date, the representations and warranties made by both Parties under the Agreement that are true and accurate, and contains no false or omitted information in all material respects; and
- (5) Neither Party has committed any violation of or non-compliance with its undertakings or obligations herein.

Article 7 Representations and Warranties of MAXTEK

7.1 MAXTEK hereby represents and warrants to WT that representations and warranties as follows are true and accurate during the term from the date of execution hereof to and till the Reference Date:

7.1.1 Company's duly incorporation and validly existence: MAXTEK is duly incorporated and validly existing under the R.O.C. laws. MAXTEK has obtained all required licenses, permissions, authorizations and other certifications to engage in business items registered in compliance with applicable acts and regulations. MAXTEK has neither adopted a resolution to dissolution or liquidation at shareholders' meeting, filed any bankruptcy, settlement or reorganization by itself or against it by any third party, permission of settlement or reorganization or bankruptcy of declaration in compliance with decision or order of court or under applicable acts and regulations, nor received any disposition issued by competent authority relating to suspending business privileges, dissolution of company, canceling or nullifying incorporated permission or registration.

7.1.2 Capital of company: the authorized capital, paid-in capital and issued shares of MAXTEK are as provided in Article 3 hereof. On or prior to the date of execution hereof, all the issued shares of MAXTEK have been duly and rightfully authorized and issued and paid up in whole, and MAXTEK has not issued any other equity-type securities, and has not issued or executed or entered into any other share subscription right, option, or convertible securities, preferential right of purchase, or validated undertakings to enable third party acquiring MAXTEK's stocks, and has not made any undertakings or provided any interests to participate or the like to enable third party acquiring any equity which is equal to common stock of

MAXTEK. Unless otherwise provided in Article 12, MAXTEK is not responsible for acquirement of its shares by way of redemption, buyback or otherwise.

7.1.3 Resolution and authorization of board of directors: the board of directors of MAXTEK has adopted and approved the Transaction, and authorized to execute and implement the Agreement.

7.1.4 Legality and validity of the Agreement: (1) execution and implementation of the Agreement does not exist any violation or non-compliance of applicable acts and regulations or decisions, orders or dispositions made by court or relevant competent authorities, charter or resolutions of board of directors or shareholders' meeting of MAXTEK, or any contract or undertakings or obligation in which MAXTEK shall be bound; and (2) MAXTEK has all requisite corporate power and authority to execute and implement the Agreement, after execution hereof shall constitute a legal, valid, binding and enforceable obligation of MAXTEK.

7.1.5 Financial statements and financial data: The financial statements provided to WT by MAXTEK are prepared in accordance with Regulations Governing the Preparation of Financial Reports by Securities Issuers, International Financial Reporting Standards (IFRS) as endorsed by the FSC, and its contents and other financial data are true and accurate containing no false, omitted or misleading information in all respects.

7.1.6 Tax declaration and payment: The tax should be declared by MAXTEK which has been filed tax return in faithful and paid in whole in the statutory period under applicable acts and regulations, and there is no any belated-reporting, non-reporting, under reporting, non-levying, under levying, tax evasion or other violations of relevant applicable tax laws, orders or explanation letter thereof.

7.1.7 Actions and non-contentious business: There is no any actions, non-contentious business, administrative proceeding, government investigations, or any violations, deficiencies disposed by competent authorities against MAXTEK which is sufficient to object or seek prevention, prohibition, change or delay of execution and implementation hereof, or of which results is sufficient to dissolve MAXTEK, or change the organization, capital, business plan or financial situation of MAXTEK, or cause lockout of MAXTEK or any significant adverse impact on MAXTEK's business or finance.

7.1.8 Assets and liabilities: All the assets and liabilities owned by MAXTEK have been expressly described in the financial statements provided to WT, and MAXTEK is rightfully entitled to all of the assets set forth above, the use, usufruct and disposition thereof are free from any binding or restriction, except as otherwise disclosed in the financial statements of MAXTEK.

7.1.9 Contingent liability: Except as otherwise disclosed in financial statements of MAXTEK, MAXTEK has no any contingent liabilities which may or will cause any significant adverse impact on business or finance of MAXTEK.

7.1.10 Agreements and undertakings: up to present, any material agreement, covenant, representation, warranty, guarantees, commitment, term or other responsibility in any form executed, agreed or committed by MAXTEK, which have been totally provided with or notified to WT without any false, omitted or misleading information therein.

7.1.11 Labor disputes: Except as otherwise disclosed in writing by MAXTEK to WT, up to present, MAXTEK has not experienced any of labor disputes or any disposition made by labor competent authority due to any violation of labor acts or under regulations related.

7.1.12 Any and all documents provided by MAXTEK to WT, including but not limited to the financial statements which are true, accurate and free of unreality, false, omission, misleading therein.

7.1.13 Other events: MAXTEK has not experienced any material event which are false, misleading, violation of applicable acts and regulations, lost-creditworthiness or otherwise sufficiently affects sustainable operation of company.

7.2 On and after execution of the Agreement, in case of any mistake, omission, or any unreality or inaccuracy or any changes existed in the representations and warranties or those disclosed related under the Agreement at the time where signed the Agreement by MAXTEK, MAXTEK shall immediately inform WT in writing or by way of e-mail and to correct data concerned which are originally provided or to update those items which have disclosed. Correction or updating thereof shall not affect any and all rights and titles that WT to be entitled to under applicable acts and regulations.

Article 8 Representations and Warranties of WT

8.1 WT hereby represents and warrants to MAXTEK that representations and warranties as follows are true and accurate during the term of from the date of execution hereof to and till the Reference Date:

8.1.1 Company's duly incorporation and validly existence: WT is duly incorporated and validly existing under the R.O.C. laws. WT has obtained all required licenses, permissions, authorizations and other certifications to engage in business items registered in compliance with applicable acts and regulations.

8.1.2 Resolution and authorization of board of directors: the board of directors of WT has adopted and approved the Transaction, and authorized to execute and implement the Agreement.

8.1.3 Legality and validity of the Agreement: (1) execution and implementation of the Agreement does not exist any violation or non-compliance of applicable acts and regulations or decisions, orders or dispositions made by court or relevant competent authorities, charter or resolutions of board of directors or shareholders' meeting of WT, or any contract or undertaking or obligation in which WT shall be bound; and (2) WT has all requisite corporate power and authority to execute and implement the Agreement, after execution hereof shall constitute a legal, valid, binding and enforceable obligation of WT.

8.2 On and after execution of the Agreement, in case of any and all mistakes, omission, or any unreality or inaccuracy or any changes existed in the representations and warranties or those disclosed related under the Agreement at the time where signed the Agreement by WT, WT shall immediately inform MAXTEK in writing or by way of e-mail and to correct data concerned originally provided or update of those items which had disclosed. Correction or updating thereof shall not affect any and all rights and titles that MAXTEK to be entitled to under applicable acts and regulations.

Article 9 Undertakings

9.1 MAXTEK hereby commits itself to that it shall not conduct as follows without prior written consent of WT during the term of starting from execution of the Agreement to and till the Reference Date:

9.1.1 Amendment to charter;

9.1.2 Changes in capital or organizational structure or considerably hiring employee;

9.1.3 Resolution or implementation of capital increase for issuance of new shares, or issuance or buyback of employee share subscription warrant, convertible corporate bonds, corporate bonds with warrants, preferred shares with warrants or other securities with equity;

9.1.4 Conducting any Financial Derivatives Business trading;

9.1.5 Resolution or implementation of distribution of cash dividends, stock dividends or employee bonus;

9.1.6 In acquiring or disposing or transferring of personal property, real estate or financial assets, of which value equal to or over NT dollars fifty million (\$50,000,000) or foreign currency of the

same, except as otherwise to the extent of the range of normal operation and in consistent with company's established operation practices;

9.1.7 In acquiring or disposing or transferring of assets or business, of which value equal to or over NT dollars fifty million (\$50,000,000) or foreign currency of the same, except as otherwise to the extent of the range of normal operation and in consistent with company's established operation practices;

9.1.8 In conducting substantial investment or capital expenditure, of which value equal to or over NT dollars fifty million (\$50,000,000) or foreign currency of the same;

9.1.9 In increasing of liability (contingent liability inclusively), of which value equal to or over NT dollars fifty million (\$50,000,000) or foreign currency of the same, except as otherwise to the extent of the range of normal operation and in consistent with company's established operation practices;

9.1.10 To enter into any contract with any third party which is relating to (1) consolidation and merger, share exchange, acquisition (in compliance with such meanings prescribed in Business Merger and Acquisition Act); (2) enter into, amend, or terminate any contract for lease of the company's business in whole, or for entrusted business, or for regular joint operation with others; (3) transfer the whole or any essential part of its business or assets to any third party; (4) accept the transfer of another's whole business or assets, (5) covenants, agreements or other undertakings concerning strategic alliance, joint venture or investment in any other company or profit organization; or (6) any transaction having a similar effect as set forth in the foregoing provisions (1) to (5);

9.1.11 Adjustment in duties and powers or remuneration (including job level, job position, wages or bonus, etc.) of directors, supervisors, management or employees, or amendment made to relevant rules. However, annual promotion and raising wage to be conducted under the established employee promotion and wage system, which may be made in accordance with established operations practices, provided that shall give WT a prior notice in writing;

9.1.12 Surrender, waiver, abandonment or negligence of claim against any rights or interests remaining in full force up to present, which may or will materially affect operation, financial status, shareholders' equity or price of securities; or

9.1.13 Any conduct that may adversely affect continuous operation of company, acquirement or renewal of license related, ability of finance, business, profit, status of compliance with acts and regulations, or acquiring permission of the Transaction issued by government competent authority.

9.2 MAXTEK hereby undertakes, unless otherwise prescribed in acts and regulations or requirements by TWSE, not to publicly announce any information in respect to the Transaction without WT's prior written consent within the term starting from execution hereof to and till the Reference Date. Prior to any disclosure of information required under acts or regulations or TWSE, MAXTEK shall do its best efforts to confirm information related with WT before any such disclosure.

9.3 MAXTEK undertakes, during the term starting from the date of execution hereof to and till the Reference Date, to carry out business in accordance with normal business practices and in the same manner as previous business practices, and will keep and accord with the usual way to maintain assets in good condition, including but not limited to maintaining completeness of business and organization, and will do its best efforts to remain any and all important contracts' effectiveness of business available.

9.4 MAXTEK shall forthwith inform WT, during the term starting from the date of execution hereof to and till the Reference Date, if MAXTEK is aware of any material actions, claims, litigations or investigations submitted or to be submitted against WT as a defendant,.

Article 10 Charter, directors and supervisors

10.1 After the Reference Date, the charter of MAXTEK will be made required amendment in response to as being a non public company.

10.2 After the Reference Date, The number of directors and supervisors of MAXTEK will change to three directors and one supervisor, which will be designated by WT. In case that the term of the present directors and supervisors of MAXTEK is not expired yet as of the Reference Date, MAXTEK shall prompt such directors and supervisors to provide, prior to the Reference Date, with their resignation letter that will be effective exactly on the Reference Date.

Article 11 Employee of MAXTEK

After the Reference Date, employee equity related matters of MAXTEK shall be processed according to relevant acts and regulations.

Article 12 Handling of shareholder having objection

In case that any shareholder of MAXTEK who expresses an objection against the Transaction subject to laws and requests company to buy back, MAXTEK shall buy back the shares held by such shareholder having objection under acts and regulations. Any shares received under the article

shall be handled in light of relevant acts and regulations.

Article 13 Share of taxes and expenses

All taxes or expenses arising out of execution or performance of the Agreement which may be required to pay or collect shall be the account of the Parties respectively, except as otherwise provided in the Agreement.

Article 14 Breach of the Agreement

The Parties hereto shall perform in good faith any and all of rights and obligations hereunder, in the event of any breach of the Agreement, the breaching Party shall indemnify the other Party the damages and losses incurred thereby.

Article 15 Cancellation of Agreement

15.1 Unless otherwise provide in the Agreement, the Parties agree, prior to the Reference Date, in addition that the Agreement may be canceled by and upon a mutual agreement of both Parties, or if either Party has materially breached any of representation, warranty, undertaking or substantial agreement under the Agreement, and such breach cannot be or is not cured within 30 days after being notified in writing of the same, the other Party is entitled to cancel the Agreement upon a written notice to the breaching Party.

15.2 In the event of cancellation of the Agreement due to any of the above breaches committed by either Party, the breaching Party shall indemnify the non-breaching Party the damages and losses incurred thereby.

15.3 After cancellation of the Agreement, either party may demand the other party to return any documents, materials, archives, objects, plans, trade secrets and other tangible information of the company obtained in accordance with the provisions of the Agreement within 7 days after cancellation of this contract.

Article 16 Confidential obligation

Unless otherwise provided in acts and regulations or in the Agreement, any documents, materials, archives, objects, plans, trade secrets and other information in tangible or intangible delivered by or obtained from the other Party for the purpose of the Transaction prior to the Reference Date, the Parties shall keep and maintain such information in strict confidence and shall not deliver or disclose in any manner to any third party. The confidential obligation in this Article shall survive the fulfillment and completion of the Transaction, the cancellation, of the termination withdrawal

of the Agreement, and of the dissolution hereof for any reason.

Article 17 Miscellaneous

- 17.1 If any provision of this Agreement shall be deemed invalid for its/their conflict with the applicable laws, such provision(s) shall be invalid only to the extent of invalidity due to such conflict, and all other provisions of this Agreement shall remain in full force and effect. Except as otherwise stipulated in the acts and regulations, the board of directors of both Parties shall agree as soon as possible on a legally acceptable modification to such invalid provisions without requiring approval of shareholders' meeting, provided that shall provide the modification with effect to the original agreed intent of the Parties contemplated herein.
- 17.2 If subject to instructions of competent authorities or any administrative guidance, any provisions of this Agreement should be amend required or have any matters not specified herein, which shall be undertaken under related instructions of competent authorities or contents of administrative guidance, or enable the amendment or resolution otherwise to be adopted by board of directors of both Parties in light of instructions of competent authorities or contents of administrative guidance. The approval of shareholders' meeting and amendment criteria stipulated in preceding paragraph shall apply mutatis mutandis.
- 17.3 This Agreement sets forth the entire understandings of the Parties hereto with respect to the Transaction hereof and supersedes all prior agreements, covenants, arrangements to the Transaction, whether oral or written by both Parties.
- 17.4 Supplement, amendment or modification to this Agreement may be made after a written instrument signed by both Parties.
- 17.5 Neither Party hereto is entitled to assign or transfer any of rights or obligations under this Agreement to any third party without the prior written consent of the other Party.
- 17.6 Neither Party shall be liable for any failure or delay in performance hereof to the other Party due to causes beyond either party's reasonable control, such as decisions or orders of court, orders or dispositions of relevant competent authority, war, hostility, blockade, riot, revolution, strike, shutdown, fire, typhoon, tsunami or flood. If any of the above Act of God events should occur, either party shall notify the other party within three days after its knowledge thereof, provided that the preceding requirements do not exempt the parties from fulfilling its obligations hereunder as soon as practicable upon cease of such act of God. Regardless of the above, either Party shall be entitled to cancel the Agreement after a notice in writing delivered to the other Party prior to the Reference Date, if the Act of God event would continue for a period of more than three (3) months.

17.7 Unless otherwise agreed in the Agreement, all notices hereunder shall be deemed given when received by registered mail, recognized overnight courier or personal delivery to the Parties at the following address:

WT MICROELECTRONICS CO., LTD.
14TH FL., NO.738, CHUNG CHENG RD., ZHONGHE DIST., NEW TAIPEI CITY

MAXTEK TECHNOLOGY CO., LTD.
5F,NO.13-20,SEC.6,MIN CHIUAN E. RD.,NEI HU,TAIPEI

Any change to the above address of either Party, such Party shall give a written notice stating new address to the other party, or such change shall not be binding upon the other Party.

17.8 This Agreement shall be governed by and construed and performed in accordance with the ROC laws.

17.9 Any disputes between the parties arising from executing of the Agreement shall be settled through friendly negotiation. In case friendly settlement cannot be reached within thirty (30) days after submission in writing of requesting negotiation and is required to claim actions, the Parties hereby consent to the Taiwan Taipei District Court as first instance jurisdiction.

17.10 The headings used in the Agreement is only for convenience and reference which shall not be taken into in consideration in the interpretation hereof.

17.11 This contract is made out in two originals and one copy for each Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first mentioned.

Stipulator
WT MICROELECTRONICS CO., LTD.
By:
Name of representative: Zheng, Wen zong
Title: Chairman

Stipulator
MAXTEK TECHNOLOGY CO., LTD.
By:
Name of Representative: Gao, Jin Rong
Title: Chairman

**Cometrue Certified
Public Accountants**

6F, No.3, Ln.557, Linsen N. Rd., Zhongshan Dist., Taipei
City. 104 , Taiwan R.O.C
Tel: +886 (02)25991818 ,
Fax: +886(02) 25983790

Opinions on the Justifiability of the Ordinary Share Price for Equity Transfer Between WT Microelectronics And Maxtek Technology Co., Ltd.

WT Microelectronics(refer to “WT” hereafter) was approved by Ministry of Economic Affairs to be registered as a company operating electronic component sales channels on December 23, 1993. Electronic components it deals with are applied in fields such as communications, computers and peripherals, consumer electronics, industrial control, internet of things, and automotive. Maxtek Technology Co., Ltd. (refers to “Maxtek”) was approved by Ministry of Economic Affairs to be registered as a company operating electronic component sales channels in May of 1992. Electronic components it deals with are applied in fields such as computer, mobile phone, TV, LCD panel, server, set-top box, power network, network storage.

To effectively integrate the application of resources, reduce operating costs, expand the business territory, and improve the international market competitiveness, both Parties agree to transfer the shares according to relevant provisions of Merger and Acquisition: All of the issued shares of Maxtek shall be transferred to WT based with cash consideration. After the transfer, Maxtek shall be the subsidiary company of WT. Both Parties agree that WT shall purchase all 70,281 , 331 shares issued by Maxtek, NT\$27 per share, with NT\$1,897,595,937. Maxtek agree to adjust the share price according to the contract before the transaction has completed by filing EXCLUDE DIVIDEND/EXCLUDE RIGHT propels. Here shows the evaluation of the fairness of the purchase price :

1 . Consolidated financial information of Maxtek

Company Items	2014	2015	2016
Consolidated business income	9,184,564	8,981,222	11,816,258
Consolidated net profit or loss	143,670	69,421	100,685
Total amount of consolidated assets	4,569,866	4,872,739	6,344,517
Consolidated liabilities	2,853,676	3,171,401	4,693,664
Shareholders' equity	1,716,190	1,701,338	1,650,853
Paid share capital	702,813	702,813	702,813
Basic earnings per share (Yuan)	2.04	0.99	1.43
Net value per share (Yuan)(Note 1)	24.42	24.21	23.49

Source : Maxtek’s Consolidated Financial Report approved accountant.

Note1: The Net value per share in 2014, 2015, and 2016 are calculated based with the daily paid share capital of the current balance sheet .

2. Evaluation method

Varieties of evaluation methods have been adopted, such as calculated based with the daily paid share capital of the current balance sheet and market competitiveness, both Parties agree to transfer the shares according to relevant provisions of Merger and Acquisitions of the company's future operation with selected discount rate), and "market comparison method" (figure out the reference range of the company value by considering the financial situation of the company and figuring out a value multiplier based on transaction amount of similar companies). Among all these methods, "cash flow discount method" has more uncertainty, because the factors involved in future operations are hypothetical. Therefore, in practice, considering efficiency and applicability, both Parties shall figure out an acceptable valuation standard first, calculate a reference range for the purchase price, and decide the final price taking other reasonable factors in consideration.

In this case, the share price of Mextech shall be calculated in reference with the net price ratio of other IC dealers in this industry (such as WPG Holdings (refers to WPG hereafter), Promate Electronic Co., Ltd (refers to Promate hereafter), and Zenitron Corporation (refers to Zenitron hereafter)). Considering the compensation paid to the terminated company for the transfer of the management right, transfer premium shall be granted to Maxtek for the reasonable assessment of its purchase price per share. Such premium rate is set as 10% in reference to market situation in recent years.

In summary, the acquisition price of the M & A case is based on the average net price ratio and the average profit/loss ratio of other companies in this industry (adding appropriate management right transfer premium), and in reference with the operating status, market positions, future developments, and other key factors of both Parties. Related equity purchase price evaluation methods shall be showed as below:

(1) Net price ratio method

Currency: NTD

Items	Company	Maxtek
Net value per share on 2016/12/31(A)		23.49
The average net share price of other companies in this industry(B)(Note)		1.33
Calculate the share price of the acquired company according to reference information of other companies in this industry. (C)=(A)x(B)		31.24
Management right transfer premium(D)(assumed as 10%)		10%
Adjusted share price(E)=(C)x(1+D)		34.36

Source : Consolidated financial report of Maxtek in 2016 (audited by accountant)

Note : This value is calculated based on the published average net share price (within 30 days before 2017/03/23) of other similar companies (such as WPG, Promate, and Zenitron) in this industry.

(2) Price-earnings ratio method

Currency: NTD

Items	Company Maxtek
Basic earnings per share in 2016(A)	1.43
The average price-earning ratio of other companies in this industry(B)(Note)	12.04
Calculate the share price of the acquired company according to reference information of other companies in this industry. (C)=(A)x(B)	17.22
Management right transfer premium (D)(assumed as 10%)	10%
Management right transfer premium (E)=(C)x(1+D)	18.94

Source : Consolidated financial report of Maxtek in 2016 (audited by accountant)

Note : This value is calculated based on the published average price-earnings Ratio (within 30 days before 2017/03/23) of other similar companies (such as WPG, Promate, and Zenitron) in this industry.

3. Share price

Based with the reference range of the equity purchase price of Maxtek and assumed management right transfer premium as 10%, the price per share shall be NT\$18.94-34.36. Considering the key factors such as the operating status of both Parties and the future profitability, the final share price WT shall pay for acquiring all Maxtek's issued shares shall be NT\$27 per share. Such price falls within the reference range.

4. Comments and conclusions

In summary, the calculation of the share price paid by WT to Maxtek in cash for acquiring all Maxtek's issued shares is based on the practically applied methods such as "Net price ratio method" and "Price-earnings ratio method", and with consideration of the key factors (such as the operating status of both Parties and the future profitability) and the assumed management right transfer premium. So, the final share price, NT\$27 per share, paid by WT to Maxtek for acquiring all Maxtek's issued shares is reasonable.

Assessor: Huang Kuo Hshi, signature:
2017.03.28

黃國師


Declaration of Independence

I am hereby entrusted to provide opinions about the justifiability of the share price WT shall paid to Maxtek for equity transfer.

For the performance of the operation mentioned above, I hereby declare that none of the situation below exists:

1. I or my spouse is now employed by the entrustor's company or its securities underwriter for routine works based on regular pays.
2. I or my spouse has resigned from the entrustor's company or its securities underwrite for less than 2 years.
3. The companies I or my spouse works for and the entrustor's company or its securities underwrite are related persons.
4. I am the spouse, or relative within the second degree of kinship, of the representative person or the manager of the entrustor's company or its securities underwrite.
5. I have investment or profit sharing relationship with the entrustor's company or its securities underwrite.
6. I am the incumbent director or supervisor of Taiwan Stock Exchange, or a spouse, relative within the second degree of kinship
7. The company I or my spouse works for has business relationship with the entrustor's company or its securities underwrite.

For related issues of the equity transfer between WT and Maxtek, I provide the professional opinions based on an attitude of rigor and impartiality and a detached and independent viewpoint.

Assessor: Huang Kuo Hshi, signature:
2017.03.28



Resume of the Independent Assessor

Name : Huang Kuo Hshi

Date of birth : 1964/06/08

Native place : Tainan County, Taiwan

Accountant license number : Taicaizhengliuzidi2560

Education background and occupational experiences :

Master of Accounting, National Taiwan University

Department of Accounting, National Taiwan University

Pass the Accountant National Exam.

Public Accountant of PwC Taiwan

Public Accountant of Baker Tilly Clock & Co

Currently : Public Accountant of Come True

WT Microelectronics Co., Ltd.

Minutes of the Second Meeting of Special Committee on Mergers and Acquisitions

1. Date and Time of Meeting: at 9:00 a.m., on April 6th, 2017 (Thursday)
 2. Place: 14th FL., NO.738, CHUNG CHENG RD., ZHONGHE DIST., NEW TAIPEI CITY 235
 3. Attending members: KUNG, JU-CHIN, CHENG, TIEN-CHONG, JACK, YEH.
Absent members: none.
- The numbers of total members are three, and total of three members attending the meeting.
- Nonvoting participant(s): YANG, SHING-YU, the accounting director.
4. Chairperson: KUNG, JU-CHIN, the convener. Sectary: WANG, YEA-CHING
 5. Reports: none.
 6. Discussion:

Proposal I: Conducting review of proposal of share exchange between the Company and MAXTEK TECHNOLOGY CO., LTD submitted for discussion.

Explanation:

- i. The Company is planning to sign and execute the Share Exchange Agreement, referred to attachment 1, with MAXTEK TECHNOLOGY CO., LTD. ("MAXTEK") according to the provisions prescribed in the Business Mergers and Acquisitions Act and other relevant laws and regulations, therefore, the Company may acquire all issued and outstanding common stocks of MAXTEK at the cost of NT\$27 per share (the Share Exchange Transaction), after the Share Exchange Transaction to be fulfilled and completed, MAXTEK will become a subsidiary entirely held by the Company.
- ii. The opinion on the reasonableness for the price referred to attachment 2 issued by the independent expert, i.e. certified public accountant Huang Kuo Hshi, in which the price bands of reasonable acquisition price evaluated for the Share Exchange Transaction may be from NT\$18.94 to NT\$34.36. The decided Share Exchange Transaction is NT\$27 per share, and such consideration is lies in the reasonable price bands suggested by the aforementioned independent expert.

Resolved : After consideration of MAXTEK's future operation and business development, and the opinion on the reasonable price proposed by the independent expert - certified public accountant Huang Kuo Hshi, the Share Exchange Transaction is NT\$27 per share; which lies between the range of NT\$18.94 to NT\$34.36, which was deemed as reasonable; and the committee has reviewed the Share Exchange Agreement found that the terms and conditions of this Agreement was contemplated and made under relevant laws and regulations, such Agreement can be deemed as consistent with equitable principle; that the proposal of Share Exchange Transaction submitted be, and hereby is, approved unanimously by a total number of attending members.

7. Extraordinary motion : none.
8. Upon a motion duly made and seconded, the meeting adjourned

Signature of Chairperson: KUNG, JU-CHIN

Signature of Secretary: WANG, YEA-CHING