

## NOTICE OF SPECIAL SHAREHOLDERS' MEETING 2026

1. The Company's 2026 special general meeting will be held in Liberty Square Convention Center, 2F, No. 399, Rueiguang Rd., Neihu District, Taipei City, Taiwan at 9:00 A.M. on January 23, 2026 (Friday). The meeting will be open for registration from 8:30 A.M.

### Agenda:

#### 1.1 Matters for report :

Report on the Audit & Risk Management Committee's review report on the share swap proposal between the Company and Mercuries Life Insurance Co., Ltd

#### 1.2 Matters for discussion:

(1) The Company plans to acquire all issued shares of Mercuries Life Insurance Co., Ltd. through a share swap .

(2) Amendment to article of incorporation .

#### 1.3 Extempore motions

2. Regarding whether the Directors of the Company have personal interest in the merger, for the essential contents thereof and the cause of approval of the merger by the Board of the Directors, please go to "Material Information" section on the MOPS website (<https://mops.twse.com.tw>) (English version <https://emops.twse.com.tw>) to look for the Company's announcement made on November 05, 2025.
3. In accordance with Article 165 of the Company Act, book closure period will be from December 25, 2025 to January 23, 2026. If items of the meeting agenda include content which shall be manifested as requested by Article 172 of Company Act, the relevant information will be disclosed on Taiwan Stock Exchange Market Observation Post System (<https://mops.twse.com.tw>, Website route: Electronic Books/Shareholders' meetings. Search stock code "2884" and year "2026" for supplementary files.)
4. In addition to announcement on the Taiwan Stock Exchange's Market Observation Post System, shareholders will be notified of this meeting via letter, which will also include a proxy form. For the attendance, please note the following information.
  - (a). If shareholders cannot attend the meeting, they may exercise their rights to vote by electronic voting. The voting period will be from January 08, 2026 to January 20, 2026. Please log onto the website "TDCC Stock Vote" established by Taiwan Depository & Clearing Corporation at <https://stockservices.tdcc.com.tw> and follow its instructions to vote.
  - (b). Shareholders attending the meeting in person shall either present or mail back the first part of the notification letter.
  - (c). If a proxy is to attend on behalf of the shareholder, the second part of the notification letter shall be

filled out and received by the Company no later than five days before the meeting. After the document's correctness is checked, the attending permission card will be sent to the proxy.

(d). Shareholders and proxies attending the meeting shall present identification documents to register.

5. If a shareholder is soliciting proxy forms, the Company will, in accordance with the relevant laws and regulations, compile related information and upload it to Securities & Futures Institute's website by January 07, 2026. Shareholders can access this information at (<https://free.sfi.org.tw>), and enter the company code 2884 to inquire. The Company's Administration Management Department (stock affairs) is responsible for the calculating and verifying proxy for the Meeting.

The Notice is made in English and Chinese. In case there is any discrepancy in the contents between the English and the Chinese versions, the Chinese version shall prevail

Best regards,

E.SUN Financial Holding Company

**E.SUN Financial Holding Company**  
**The Review Report of the Audit and Risk Management Committee**

To:

E.SUN Financial Holding Company 2025 Special Shareholders' Meeting

The Audit and Risk Management Committee has reviewed the merger plan and the fairness and reasonableness of the proposed share swap case between the Company and Mercuries Life Insurance Co., Ltd. After thorough deliberation, the Audit and Risk Management Committee considers the transaction to be appropriate. This report is hereby prepared in accordance with Article 6 of Taiwan's Business Mergers and Acquisitions Act and submitted for your approval.

  
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Ryn-Yan Chang

Convener

Audit and Risk Management Committee

E.SUN Financial Holding Company

Date: November 5, 2025

*November 5, 2025*  
*Share Swap Agreement (Execution Version)*

## **Share Swap Agreement**

E. Sun Financial Holding Company, Ltd.

Mercuries Life Insurance Co., Ltd.

November 5, 2025

## **Share Swap Agreement**

This Share Swap Agreement ("**Agreement**") is entered into by and between E. Sun Financial Holding Company, LTD. (Unified Business No.: 70796305, "**Party A**") and Mercuries Life Insurance Co., Ltd. (Unified Business No.: 84443471, "**Party B**") as of November 5, 2025 ("**Execution Date**").

**WHEREAS**, Party A, E. Sun Financial Holding Company, wishes to, pursuant to the Financial Holding Company Act, the Business Mergers and Acquisitions Act, other relevant laws and regulations, and the provisions hereof, acquire all of Party B's issued and outstanding shares by way of a share swap through issuing new common shares of Party A to all shareholders of Party B as consideration ("**Transaction**" or "**Share Swap**"). Upon consummation of the Share Swap, Party B will become a wholly-owned subsidiary of Party A.

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants, and agreements between the Parties, the Parties hereby enter into this Agreement and intend to comply therewith:

### **Article 1 Share Swap**

1.1 The Parties agree that on the Share Swap Record Date (as defined in Article 5.2 of this Agreement), Party A shall complete the Share Swap by issuing new common shares, in accordance with the Share Swap Ratio set forth in Article 3.1 of this Agreement (or the adjusted Share Swap Ratio as provided for in Article 4 hereof, if applicable), to all shareholders of Party B in exchange for all of the issued and outstanding shares of Party B. Upon consummation of the Share Swap, Party B will become a wholly-owned subsidiary of Party A.

1.2 The Parties agree that the consummation of this Transaction does not require any amendment to their respective Articles of Incorporation; provided, however, that Party A may, as necessary for assisting Party B in implementing the Capital Increase Commitments and Capital Increase Plan (as defined in Article 6.1.2 of this Agreement), amend its Articles of Incorporation in accordance with applicable laws and internal rules, and such amendment shall not be bound by this Article. The Parties further agree that, prior to the Share Swap Record Date, if there is an actual need to amend their respective Articles of Incorporation, the Parties shall confer with each other, and such amendment may only be made after both Parties confirm that it will not affect the execution of this Transaction or the rights and interests of the shareholders of both Party A and Party B.

## **Article 2 Amounts of Capital, and Numbers and Types of Shares before the Share Swap**

- 2.1 As of the Execution Date, Party A's authorized capital is NT\$200,000,000,000, divided into 20,000,000,000 common shares with a par value of NT\$10 per share; Party A's paid-in capital is NT\$161,740,000,000, divided into 16,174,000,000 common shares. Party A does not hold any treasury shares or have any other outstanding issued securities that may be converted into, exchanged for, or swapped for Party A's equity.
- 2.2 As of the Execution Date, Party B's authorized capital is NT\$95,000,000,000, divided into 9,500,000,000 common shares with a par value of NT\$10 per share; Party B's paid-in capital is NT\$58,995,010,440, divided into 5,899,501,044 common shares. Party B does not hold any treasury shares or have any other outstanding issued securities that may be converted into, exchanged for, or swapped for Party B's equity.
- 2.3 In this Transaction, the total number of shares to be transferred by Party B's shareholders to Party A shall be determined based on the actual number of common shares issued by Party B as of the Share Swap Record Date.

## **Article 3 Share Swap Ratio**

- 3.1 The Parties agree that, upon approval of this Transaction by resolutions of the respective shareholders' meetings of Party A and Party B and upon obtaining the Approvals from the Competent Authorities (as defined in Article 6.1.2 of this Agreement), Party A shall, based on the shareholding status of each Party B shareholder as recorded in the shareholders register of Party B on the Share Swap Record Date (as defined in Article 5.2 of this Agreement), issue new common shares to all shareholders of Party B at a share swap ratio of 0.2486 Party A common shares for each Party B common share ("**Share Swap Ratio**"). The actual number of new common shares to be issued and delivered by Party A shall be calculated based on the total number of Party B common shares actually issued as of the Share Swap Record Date, adjusted in accordance with Article 4 of this Agreement, if applicable.
- 3.2 In the event that, as a result of the Share Swap, any Party B's shareholder receives any fractional share of Party A's common share that is less than one full share, such fractional share shall be settled in cash by Party A based on the closing price of Party A's common share on the last trading day prior to the Share Swap Record Date ("**Market Price**"), calculated on a pro rata basis (any amount less than NT\$1 shall be rounded to the nearest whole number in New Taiwan Dollar). In addition, Party A may authorize its Chairman or his/her designee to negotiate with a specific party to purchase such fractional shares, aggregated into whole shares, at the Market Price. In the event that any changes to the method of handing such fractional shares as prescribed in this Article are required by law

or operational needs, the Chairman of Party A or his/her designee shall have full power and authority to handle such matters.

- 3.3 Based on the Share Swap Ratio set forth in Article 3.1, following the Share Swap, Party A's authorized capital is expected to be NT\$200,000,000,000, its paid-in capital is expected to be NT\$176,406,159,600, with a par value of NT\$10 per share, and the total number of issued common shares is expected to be 17,640,615,960 shares. The actual number of new shares to be issued by Party A shall be calculated based on the total number of Party B shares actually issued as of the Share Swap Record Date, adjusted in accordance with Article 4.1 of this Agreement, if applicable.
- 3.4 The rights and obligations of the new common shares to be issued by Party A shall be identical to those of the common shares of Party A that are already issued.

#### **Article 4 Adjustments to the Share Swap Ratio**

4.1 The Parties agree that, from the Execution Date to the Share Swap Record Date, if either Party distributes stock dividends and/or cash dividends, the Share Swap Ratio shall be adjusted in accordance with this Article, without the need to convene a shareholders' meeting for resolution. The adjustment of the Share Swap Ratio as described above shall be calculated using the following formulas (the result of the calculation shall be rounded to the nearest fourth decimal point):

4.1.1 Adjustment formulas in the event of distribution of stock dividends and/or cash dividends are as follows:

- i If Party A distributes cash dividends, the Share Swap Ratio shall be adjusted according to the following formula:

Adjusted Share Swap Ratio =

$$\frac{\text{Reference Price of Party B}}{\text{Reference Price of Party A} - \text{Cash Dividend per Share of Party A}}$$

- ii If Party A distributes stock dividends, the Share Swap Ratio shall be adjusted according to the following formula:

$$\text{Adjusted Share Swap Ratio} = \text{Share Swap Ratio} * \left(1 + \frac{\text{Stock Dividend per Share of Party A}}{10}\right)$$

- iii If Party B distributes cash dividends, the Share Swap Ratio shall be adjusted according to the following formula:

$$\text{Adjusted Share Swap Ratio} = \frac{\text{Reference Price of Party B} - \text{Cash Dividend per Share of Party B}}{\text{Reference Price of Party A}}$$

- iv If Party B distributes stock dividends, the Share Swap Ratio shall be adjusted according to the following formula:

$$\text{Adjusted Share Swap Ratio} = \frac{\text{Share Swap Ratio}}{1 + \frac{\text{Stock Dividend per Share of Party B}}{10}}$$

The parameters of the above formulas are defined as follows:

The reference price of Party A means the simple arithmetic average of the closing prices of Party A's common shares for the sixty (60) trading days prior to (but excluding) November 5, 2025, which is NT\$32.99.

The reference price of Party B means the reference price of Party A multiplied by the pre-adjusted Share Swap Ratio (the result of the calculation shall be rounded to the nearest second decimal point).

- 4.1.2 For the avoidance of doubt, (1) if multiple events as set forth in Article 4.1.1 of this Agreement occur simultaneously, the adjustment formulas shall be applied cumulatively. For example, if Party A resolves at the same shareholders' meeting to distribute both cash dividends and stock dividends, and the relevant record dates for cash or stock dividend distribution are both set prior to the Share Swap Record Date, the adjustment shall first be made in accordance with item (i), and then in accordance with item (ii); (2) if the record date for cash or stock dividend distribution under items (i) to (iv) of Article 4.1.1 of this Agreement falls after the Share Swap Record Date, such dividend distribution shall not be subject to adjustment of the Share Swap Ratio pursuant to the relevant provisions.
- 4.1.3 If either Party encounters any event as specified in items (i) to (iv) of Article 4.1.1 of this Agreement, it shall notify the other Party in writing of such event and the result of the adjustment within five (5) business days, and provide relevant information as reasonably requested by the other Party. Upon written confirmation by the other Party, both Parties shall make public disclosure in accordance with applicable laws and Article 8.5, and proceed in accordance with the procedures set forth in Article 4.4.

4.2 Each Party shall submit to its shareholders' meeting for resolution to authorize its board of directors that, during the period from the Execution Date to the Share Swap Record Date, if any of the following events ("**Adjustment Events**") occurs (unless otherwise provided in this Agreement), the other Party ("**Party Entitled to Adjust the Share Swap Ratio**") may request the former to confer, and the boards of directors of both Parties shall promptly negotiate and agree on the adjustment to the Share Swap Ratio as set forth in Article 3.1 of this Agreement. Such adjustment to the Share Swap Ratio shall be consummated within ten (10) business days after the occurrence of the Adjustment Event or within such other period as may be otherwise agreed by the Parties, without being required to convene a shareholders' meeting for resolution of such adjustment. If the Parties are unable to reach an agreement on the adjustment to the Share Swap Ratio in good faith within the aforementioned period, the Party Entitled to Adjust the Share Swap Ratio may terminate this Agreement:

4.2.1 Either Party acquires or disposes of its material assets or undertakes other actions that may materially affect its financial or business conditions;

4.2.2 Either Party conducts rights issue for cash, issues convertible bonds, distributes stock dividends, issues warrant bonds, preferred shares with warrants, warrants and/or other equity securities; provided, however, that Party A may, without being subject to this Article, directly issue new shares under the following circumstances: (1) Party A issues common shares to all shareholders of Party B in accordance with this Agreement for the purpose of consummating this Transaction; (2) Party A distributes stock dividends to its shareholders out of distributable earnings in accordance with its Articles of Incorporation, provided that the Share Swap Ratio shall be adjusted in accordance with Article 4.1; and (3) Party A allocates employee stock compensation and issues new shares in accordance with its Articles of Incorporation and internal regulations; under such circumstance, no adjustment to the Share Swap Ratio under Article 4.1 shall be required if the number of new shares to be issued for employee stock compensation does not exceed 20,000,000 shares;

4.2.3 The occurrence of any material force majeure event or disaster, material loss, material litigation, material change in financial or business conditions, or other events that may materially and adversely affect the rights and interests of the shareholders of Party A or Party B or the price of their securities;

4.2.4 Other events where it is necessary to adjust the Share Swap Ratio pursuant to laws and regulations, as instructed or approved by the competent authorities, or in order to successfully obtain the approval of the competent authorities for this

Transaction (for the avoidance of doubt, in the event of any of the circumstances under this Article, both Parties shall be deemed the Party Entitled to Adjust the Share Swap Ratio);

- 4.2.5 Either Party breaches the representations and warranties under Article 7 or the undertakings under Article 8 of this Agreement, resulting in a material adverse effect on its financial or business conditions; or
  - 4.2.6 The buyback of treasury shares or other lawful acquisition of its own shares by either Party; provided, however, that any buyback of shares by either Party in response to the exercise of dissenters' rights by its shareholders in connection with the Share Swap shall not be subject to this restriction.
- 4.3 The term "material" or "materially" as referred to in Article 4.2 means the circumstances where one or more events has caused or is reasonably expected to cause a negative impact on the net worth of either Party as shown in its respective consolidated or individual financial statements, and such impact results in or is reasonably expected to result in a cumulative decrease of 10% or more in the net worth as shown in such Party's 2025 financial statements (if referring to Party A, it shall mean Party A's 2025 Financial Statements as defined in Article 7.1.4 of this Agreement; if referring to Party B, it shall mean Party B's 2025 Financial Statements as defined in Article 7.2.4 of this Agreement).
- 4.4 After the adjustment to the Share Swap Ratio pursuant to Article 4, the Parties shall apply to the relevant competent authorities for, or amend, the necessary license(s) and approval(s) in accordance with applicable laws and regulations.

## **Article 5 Timeline of the Share Swap**

- 5.1 Except as otherwise agreed in writing by the Parties, the Parties shall respectively convene a shareholders' meeting on January 23, 2026, or such other date as may be designated by the board of directors of each Party, to approve this Transaction and this Agreement in accordance with laws.
- 5.2 Where all of the conditions precedent set forth in Article 6 have been fulfilled or waived, the Share Swap shall be consummated on the share swap effective date as determined by the board of directors of each Party in accordance with laws and regulations and Article 5.3 ("**Share Swap Record Date**").
- 5.3 Within twenty (20) business days after all Approvals from the Competent Authorities as specified in Article 6.1.2 have been obtained, the board of directors of each Party and/or their authorized representatives shall confer and determine the Share Swap Record Date.

In the event that the Parties fail to confer and determine the Share Swap Record Date within the aforementioned period, the thirtieth (30th) business day after Approvals from the Competent Authorities as specified in Article 6.1.2 have been obtained or completed shall be deemed the Share Swap Record Date.

- 5.4 The Parties shall conduct this Transaction in accordance with the scheduled timeline under this Agreement; provided, however, that if the procedures for the Share Swap cannot be consummated in accordance with Articles 5.2 and 5.3, the board of directors of each Party and/or their authorized representatives shall confer to amend the timeline and continue to conduct this Transaction.
- 5.5 Party B's shares shall be delisted after the consummation of this Transaction in accordance with applicable laws and regulations. Party B shall, after the Transaction is approved by a resolution of its shareholders' meeting and all other conditions precedent set forth in Article 6 have been fulfilled (or otherwise waived), apply to the Taiwan Stock Exchange Corporation ("**TWSE**") for delisting of its shares on the Share Swap Record Date in accordance with relevant laws and regulations.
- 5.6 The Parties shall cooperate with each other and provide all necessary documents and filing applications in order to obtain the Approvals from the Competent Authorities as specified in Article 6.1.2 as soon as possible.

#### **Article 6 Conditions Precedent for the Share Swap**

- 6.1 The consummation of this Transaction by Party A and Party B shall be subject to the fulfillment of the following conditions precedent:
- 6.1.1 The shareholders' meetings of both Party A and Party B have duly resolved to approve this Transaction and this Agreement in accordance with laws;
- 6.1.2 All necessary permits, consents, or approvals from the relevant competent authorities for this Transaction have been obtained, including but not limited to: (1) the approval by the Financial Supervisory Commission ("**FSC**") for this Transaction pursuant to Article 26 of the Financial Holding Company Act and Article 29 of the Business Mergers and Acquisitions Act; (2) the effective filing with the FSC for the offering and issuance of common shares by Party A in connection with this Transaction; (3) the approval by the FSC of the capital increase commitments ("**Capital Increase Commitments**"), capital increase plan ("**Capital Increase Plan**"), and the request for selective transitional measures and flexible supervisory measures submitted by Party B in accordance with the Directions for the Insurance Industry's Own Capital and Risk Capital Selective Transitional

Measures (保險業自有資本與風險資本選擇性過渡措施應注意事項); (4) the approval by the TWSE for the delisting of Party B's shares on the Share Swap Record Date as a result of the consummation of this Transaction; (5) the approval by the TWSE for the listing of the common shares to be offered and issued by Party A on the Share Swap Record Date as a result of the consummation of this Transaction; and (6) all relevant approvals or exemptions for this Transaction by the Fair Trade Commission (collectively, the "**Approvals from the Competent Authorities**");

- 6.1.3 The consummation and effectiveness of this Transaction are not restricted or prohibited by any temporary or permanent injunction or other order issued by a court of competent jurisdiction, or by any other laws or regulations; and
  - 6.1.4 The consummation of this Transaction is not materially prohibited or restricted, or rendered illegal, as a result of any laws, regulations, or rules issued, promulgated, announced, or enforced by any competent authority.
- 6.2 Party A's obligations to complete this Transaction shall be subject to the fulfillment of the following conditions precedent, unless any of such conditions precedent is otherwise waived by Party A in writing:
- 6.2.1 All of the representations and warranties of Party B are true and accurate as of the Share Swap Record Date in all material respects. However, if any individual representation or warranty contains a materiality qualification within its terms, such representation or warranty shall be true and accurate as of the Share Swap Record Date; and
  - 6.2.2 Party B has not committed any material breach of its obligations and undertakings under this Agreement.
- 6.3 Party B's obligations to complete this Transaction shall be subject to the fulfillment of the following conditions precedent, unless any of such conditions precedent is otherwise waived by Party B in writing:
- 6.3.1 All of the representations and warranties by Party A are true and accurate as of the Share Swap Record Date in all material respects. However, if any individual representation or warranty contains a materiality qualification within its terms, such representation or warranty shall be true and accurate as of the Share Swap Record Date; and

- 6.3.2 Party A has not committed any material breach of its obligations and undertakings under this Agreement.
- 6.4 Should any of the conditions precedent set forth in Articles 6.1 to 6.3 fail to be fulfilled or waived on or prior to December 31, 2026 ("**Long Stop Date**"), this Agreement will automatically terminate on the Long Stop Date, unless the Long Stop Date is otherwise extended by the Parties in writing after such extension is approved by resolutions of their boards of directors.
- 6.5 For the avoidance of doubt, the written waiver by the non-breaching Party (or the Party in respect of which no event of default has occurred) of any condition precedent pursuant to Article 6.2 or 6.3 at its discretion shall not constitute a limitation or prejudice to any rights or remedies to which it is entitled under this Agreement, nor shall it be deemed a waiver of the other Party's performance of any other obligations under this Agreement.

## **Article 7 Representations and Warranties**

- 7.1 Party A hereby represents and warrants to Party B that, as of the Execution Date and the Share Swap Record Date, each of the following statements is true and accurate, provided that any matters that have been duly disclosed by Party A in accordance with the law, or disclosed in Party A's 2024 annual report or Party A's 2025 Financial Statements (as defined in Article 7.1.4 of this Agreement), or otherwise disclosed in writing (including but not limited to any electromagnetic records or emails) by Party A or any director, manager, employee, consultant, or agent of Party A to Party B prior to the Execution Date, shall be excluded:
- 7.1.1 **Incorporation and Existence:** Party A is a financial holding company duly incorporated and validly existing under the Company Act of the Republic of China, and has all necessary capacity and authority to conduct its business. Party A has obtained all necessary licenses, approvals, permits, and other certificates required for its business operations. All issued shares of Party A have been duly authorized and issued, and the subscription price for those shares has been fully paid. Party A has not issued any other securities of equity nature, nor has it issued, executed, or entered into any other options, warrants, convertible or exchangeable securities, right of first refusal, pre-emptive right, legally binding undertakings, or other instruments that entitle any person to acquire shares of Party A, except as otherwise provided in Article 4.2.2. Party A does not have any interest participation or similar contractual arrangements that would entitle any person to rights equivalent to those of holders of common shares.

- 7.1.2 **Legality and Validity of this Agreement:** The execution and performance of this Agreement by Party A do not violate (1) any current laws and regulations of the Republic of China; (2) any judgment, order, or disposition rendered by any court or competent authority; (3) the Articles of Incorporation, or any resolution of the board of directors or shareholders' meeting of Party A; or (4) any contract, agreement, representation, undertaking, warranty, guarantee, arrangement, or other obligation legally binding on Party A. The execution and performance of this Agreement are based on legal and valid resolutions and authorizations of Party A, and this Agreement constitutes the legal and legally binding obligation of Party A, and the terms hereof are enforceable against Party A.
- 7.1.3 **Approvals and Permits:** The Share Swap has been approved by a resolution of Party A's board of directors. Except for the approval by a resolution of Party A's shareholders' meeting and the Approvals from the Competent Authorities as provided in Article 6.1.2, no other authorization, approval, permit, filing, or consent is required for Party A's execution and performance of this Agreement.
- 7.1.4 **Financial Statements and Information:** The consolidated financial statements of Party A as of June 30, 2025, reviewed by a certified public accountant ("**Party A's 2025 Financial Statements**"), have been prepared in accordance with the applicable accounting principles and, in all material respects, fairly present the financial condition of Party A and its Material Subsidiary as of the date of such financial statements. As of the date of Party A's 2025 Financial Statements, neither Party A nor its Material Subsidiary has any material liabilities (whether direct, indirect, or contingent liabilities) required to be disclosed in the consolidated financial statements of Party A in accordance with the applicable accounting principles that are not disclosed in such financial statements or the notes thereto. For the purpose of this Agreement, "**Material Subsidiary**" of Party A means E. Sun Commercial Bank, Ltd.
- 7.1.5 **Assets:** Party A and its Material Subsidiary have lawful ownership, usage rights, or other legal rights to the assets they use, and, except as duly disclosed pursuant to law, are not subject to any encumbrance or restriction with respect to the use, benefit, or disposition of such assets.
- 7.1.6 **No Material Adverse Change:** Since June 30, 2025, Party A and its Material Subsidiary have (1) maintained normal business operations; and (2) not been in violation of any laws or regulations, court judgments, orders or dispositions of any competent authority, articles of incorporation, or other relevant internal audit, internal control, or corporate governance regulations, the result of which has caused

or is reasonably expected to cause a material adverse effect on their business, financial condition, property, operations, or the rights and interests of shareholders.

- 7.1.7 **No Additional Material Liabilities:** Except for those arising from the ordinary course of business, neither Party A nor its Material Subsidiary has, from June 30, 2025 to the Execution Date, incurred any additional liabilities, obligations, encumbrances, or contingent liabilities that have caused or are reasonably expected to cause a material adverse effect on the business, financial condition, property, operations, or the rights and interests of shareholders of Party A or its Material Subsidiary.
- 7.1.8 **Filing and Payment of Taxes:** Party A and its Material Subsidiary have duly filed all taxes required to be filed by law within the statutory period and have fully paid all such taxes within the payment period. Neither Party A nor its Material Subsidiary is involved in any material delay, omission, underreporting, tax evasion, or other material violation of relevant tax laws, regulations, orders, or interpretive rulings.
- 7.1.9 **Litigation and Non-Litigation Proceedings:** Neither Party A nor its Material Subsidiary is involved in any pending or reasonably foreseeable lawsuit or non-litigation proceedings, the result of which may cause the dissolution of the company or a material change in its organization, capital, business plan, financial condition, suspension of operations, or has caused or is reasonably expected to cause a material adverse effect on the business, financial condition, property, operations, or the rights and interests of shareholders of Party A or its Material Subsidiary.
- 7.1.10 **Labor Relations:** Neither Party A nor its Material Subsidiary is involved in any material labor dispute or violation of relevant labor laws and regulations, the result of which has caused or is reasonably expected to cause a material adverse effect on its business, financial condition, property, operations, or the rights and interests of shareholders.
- 7.1.11 **No Breach of Contract:** Neither Party A nor its Material Subsidiary is in material default under any indenture, mortgage, trust deed, loan agreement, or other contract to which it is a party, by which it is bound, or under which its property is a subject matter.
- 7.1.12 **Independent Judgment:** Prior to the execution of this Agreement, Party A has conducted all necessary independent investigations and analyses, and its decision is based solely on the results of such independent investigations and analyses, the

relevant terms and conditions of this Agreement, and the representations and warranties made by Party B under Article 7.2 of this Agreement.

7.2 Party B hereby represents and warrants to Party A that, as of the Execution Date and the Share Swap Record Date, each of the following statements is true and accurate, except for those matters that have been duly disclosed by Party B pursuant to law, disclosed in Party B's 2024 annual report or Party B's 2025 Financial Statements (as defined in Article 7.2.4 of this Agreement), or disclosed in writing (including but not limited to any electromagnetic records or emails) by Party B or any director, manager, employee, consultant, or agent of Party A to Party B prior to the Execution Date (including but not limited to those disclosed during the due diligence process), shall be excluded:

7.2.1 Incorporation and Existence: Party B is a life insurance company duly incorporated and validly existing under the Company Act of the Republic of China, and has all necessary capacity and authority to conduct its business, and has obtained all necessary licenses, approvals, permits, and other certificates to conduct its operations. All issued shares of Party B have been duly authorized and issued, and the subscription price for those shares has been fully paid. Party B has not issued any other securities of equity nature, nor has it issued, executed, or entered into any options, warrants, convertible or exchangeable securities, rights of first refusal, pre-emptive rights, legally binding undertakings, or any other arrangements that entitle any person to acquire shares of Party B. Party B does not have any interest participation or similar contractual arrangements that would entitle any person to rights equivalent to those of holders of common shares of Party B.

7.2.2 Legality and Validity of this Agreement: The execution and performance of this Agreement by Party B do not violate (1) any current laws and regulations of the Republic of China; (2) any judgments, orders, or dispositions rendered by any court or competent authority; (3) the Articles of Incorporation, or any resolution of the board of directors or shareholders' meeting of Party B; or (4) any contract, agreement, representation, undertaking, promise, warranty, security, arrangement, or other obligation that is legally binding on Party B. The execution and performance of this Agreement are based on legal and valid resolutions and authorizations of Party B, and this Agreement constitutes a legal and legally binding obligation of Party B, and the terms of this Agreement are enforceable against Party B.

7.2.3 Approvals and Permits: The Share Swap has been approved by a resolution of Party B's board of directors. Except for the approval of Party B's shareholders' meeting and the Approvals from the Competent Authorities as provided in Article 6.1.2, no

other authorization, approval, permit, filing, or consent is required for Party B to execute and perform this Agreement.

- 7.2.4 **Financial Statements and Information:** The individual financial statements of Party B as of June 30, 2025, reviewed by a certified public accountant ("**Party B's 2025 Financial Statements**"), and the financial statements of Party B prior to the Share Swap, as provided to Party A, have been prepared in accordance with the applicable accounting principles and, in all material respects, fairly present the financial condition of Party B as of the date of such financial statements. As of the date of Party B's 2025 Financial Statements, Party B does not have any material liabilities (whether direct, indirect, or contingent liabilities) required to be disclosed in the financial statements of Party B in accordance with the applicable accounting principles that are not disclosed in such financial statements or the notes thereto.
- 7.2.5 **Assets:** Party B has lawful ownership, usage rights, or other legal rights to the assets it uses, and the use, benefit, or disposition of such assets is not subject to any encumbrance or restriction.
- 7.2.6 **No Material Adverse Change:** Since June 30, 2025, Party B have (1) maintained normal business operations; and (2) not been in violation of any laws or regulations, court judgments, orders or dispositions of any competent authority, Party B's articles of incorporation, or other relevant internal audit, internal control, or corporate governance regulations, the result of which has caused or is reasonably expected to cause a material adverse effect on its business, financial condition, property, operations, or the rights and interests of shareholders.
- 7.2.7 **Legal Compliance:** Except as disclosed by Party B during the due diligence process, Party B has not violated any applicable laws or regulations that would have a material adverse effect on its business or operations; and, to Party B's knowledge, there are no circumstances that would cause Party B to violate any applicable laws or regulations that would have a material adverse effect on its business or operations.
- 7.2.8 **Contracts and Commitments:** All material contracts, agreements, representations, guarantees, covenants, or other material obligations, encumbrances, restrictions, or any material adverse interests (including but not limited to those presented in any electromagnetic records or emails) (collectively, "**Material Obligations**") disclosed and/or provided by Party B to Party A during the due diligence process are true and accurate in all material respects, and there are no Material Obligations that have not been disclosed and/or provided to Party A. All material contracts

disclosed and/or provided by Party B to Party A during the due diligence process are valid and legally binding.

- 7.2.9 No Additional Material Liabilities: Except for those arising from the ordinary course of business, Party B has not, from June 30, 2025 to the Execution Date, incurred any additional liabilities, obligations, encumbrances, or contingent liabilities that have caused or are reasonably expected to cause a material adverse effect on the business, financial condition, property, operations, or the rights and interests of shareholders of Party B.
- 7.2.10 Filing and Payment of Taxes: Party B has duly filed all taxes required to be filed by law within the statutory period and has fully paid all such taxes within the payment period. Party B is not involved in any material delay, omission, underreporting, tax evasion, or other material violation of relevant tax laws, regulations, orders, or interpretive rulings.
- 7.2.11 Litigation and Non-Litigation Proceedings: Party B is not involved in any pending or reasonably foreseeable lawsuit or non-litigation proceedings, the result of which may cause the dissolution of the company or a material change in its organization, capital, business plan, financial condition, suspension of operations, or has caused or is reasonably expected to cause a material adverse effect on the business, financial condition, property, operations, or the rights and interests of shareholders of Party B.
- 7.2.12 Labor Relations: (1) Party B is not involved in any material labor dispute, violation of relevant labor laws and regulations, disposition by the labor competent authority, strike, or stoppage, the result of which has caused or is reasonably expected to cause a material adverse effect on its business, financial condition, property, operations, or the rights and interests of shareholders; (2) as of the Execution Date (excluding the Share Swap Record Date), Party B is not a party to any collective agreement, nor has it entered into any labor contract with any labor union or labor organization; and (3) except for the employee placement plan (or similar arrangements) proposed or committed for the purpose of obtaining Approvals from the Competent Authorities and mutually agreed in writing by both Parties, as specified in Article 10 regarding employee rights protection, Party B has not made any promise or provided any preferential treatment (as defined below) to its employees or managers. The term "preferential treatment" refers to any payment or benefit that Party B's employees or managers may claim as a result of the consummation of this Transaction due to a change of control or early termination or rescission of any engagement/employment contract (including but not limited to any measures or

plans that are more favorable than those required by labor-related laws and regulations, collective agreements, or other similar arrangement concerning the protection of employee rights and interests).

- 7.2.13 No Breach of Contract: Party B is not in material default under any indenture, mortgage, trust deed, loan agreement, or other contract to which it is a party, by which it is bound, or under which its property is a subject matter.
- 7.2.14 Related Party Transactions: All related party transactions or similar arrangements (including but not limited to transfer pricing and other transactions such as purchase, sale, lease, investment, service, or operation) conducted between Party B and its current directors, managers, or major shareholders have complied with relevant laws and regulations and are at arm's length.
- 7.2.15 Intellectual Property Rights: All trademarks, service marks, domain names, patents, copyrights, and computer software currently used by Party B and necessary and material to its operations are either owned by Party B or Party B has lawful rights to use them. There is no infringement by Party B of others' rights, nor has Party B's rights been infringed or misappropriated by others, nor is there any pending litigation or dispute that has caused or is reasonably expected to cause a material adverse effect on Party B.
- 7.2.16 Insurance: Party B has obtained insurances for its assets and operations as required by applicable laws or industry practice, and all relevant insurance policies are valid. There is no overdue claims to be filed with the relevant insurance companies or refusals of claims by insurance companies, the result of which has caused or is reasonably expected to cause a material adverse effect on its business, financial condition, property, operations, or the rights and interests of shareholders.
- 7.2.17 Independent Judgment: Prior to the execution of this Agreement, Party B has completed all necessary independent investigations and analyses, and its determination of the execution of this Agreement is only based on the results of such independent investigations and analyses, the terms and conditions contained in this Agreement, and the representations and warranties made by Party A under Article 7.1 of this Agreement.
- 7.3 The term "material" as referred to in Article 7 of this Agreement means the circumstances have caused, or can reasonably be expected to cause, a negative impact on the net worth as shown in Party A's consolidated financial statements or Party B's individual financial statements, where such negative impact, when compared to the net worth as shown in Party

A's 2025 Financial Statements or Party B's 2025 Financial Statements, as the case may be, has resulted in, or can reasonably be expected to result in, a decrease of 10% or more.

## **Article 8 Undertakings**

8.1 Party A undertakes to Party B that, during the period from the Execution Date to the Share Swap Record Date, it shall continue its operation in compliance with the ordinary course of business, and without the prior written consent of Party B, neither Party A nor its Material Subsidiary may engage in any of the following activities:

8.1.1 Resolve to increase capital, issue new shares, issue employee stock option warrants, convertible bonds, stock option warrant bonds, preferred shares with stock option warrants, depositary receipts, warrants, or any other securities of equity nature, other than those required for this Transaction or for normal business operations, except as otherwise provided in Article 4.2.2.

8.1.2 Except for the repurchases of the shares held by the shareholders raising objection against this Transaction pursuant to the laws and regulations and Article 9 of this Agreement, directly or indirectly repurchase its issued and outstanding shares or equity securities on its own or through any third party, conduct capital reduction, resolve on dissolution or liquidation, or file for reorganization, settlement or bankruptcy.

8.1.3 Negotiate or execute any agreement with any third party any of the following matters involving more than 10% of the net book value as shown in Party A's 2025 Financial Statements or the individual financial statements of its Material Subsidiary as of June 30, 2025 (as applicable): (1) any merger, share exchange, or material strategic alliance agreements; (2) any execution of, amendment to or termination of any agreements regarding the lease of all of the businesses, mandate of management or regular joint operation with any third party; (3) any assignment of all or the major part of the businesses or properties to any third party; (4) any assumption of all businesses or properties of any third party; or (5) any contract, agreement, other undertaking, letter of intent, or memorandum with effects similar to (1) to (4) above.

8.1.4 Execute any such agreement or make any such material undertaking involving more than 1% of the net book value as shown in Party A's 2025 Financial Statements or the individual financial statements of its Material Subsidiary as of June 30, 2025 (as applicable), with the exception of those arising from transactions conducted in accordance with industry customary practices or in the normal course of business (including but not limited to entering into contracts to acquire

real estate intended for use as office premises).

- 8.1.5 Except as required for normal business operations, to waive, renounce, or relinquish any of its rights, or fail to exercise any of its validly existing rights or benefits involving more than NT\$50,000,000 or enter into any settlement with any third party regarding any controversy, dispute or litigation or engaging in any other acts unfavorable to itself involving more than NT\$50,000,000.
  - 8.1.6 Increase payrolls, benefits, or other interests of its employees (including managers, directors, and consultants engaged by the company), or unduly employ a massive number of employees; provided, however, annual promotions and salary adjustments for its employees in accordance with the existing employee promotion and salary adjustment policies or the existing operation practice shall not be subject to this restriction.
  - 8.1.7 Any act or omission reasonably expected to make (1) the representations and warranties under Article 7 of this Agreement untrue or inaccurate; (2) essential changes to its business; or (3) the conditions precedent set forth in Article 6 of this Agreement unable to be fulfilled.
  - 8.1.8 Any acquisition or disposal (including but not limited to the creation of any security interest) of any assets in the amount of more than 1% of the net book value as shown in Party A's 2025 Financial Statements or the individual financial statements of its Material Subsidiary as of June 30, 2025 (as applicable); provided, however, that this restriction shall not apply to financial industry fund utilization conducted in accordance with applicable laws or transactions arising from the conduct of normal business operations.
- 8.2 Party A undertakes that, from Execution Date to the Share Swap Record Date, Party A and its Material Subsidiary shall comply with the following matters:
- 8.2.1 Maintain normal business operations and customary business practices, and operate its business with the duty of care of a prudent administrator.
  - 8.2.2 Subject to relevant laws and regulations or orders that Party A or its Material Subsidiary shall conform to, notify Party B promptly after it becomes aware of any material or potentially order or disposition issued by the competent authority, any litigation, arbitration, non-litigation, administrative remedy, claim, investigation, or legal proceeding, in which it is a party or an informed party, and which is material and may affect the Share Swap.
  - 8.2.3 Immediately notify Party B in the event of any breach of any representation or

warranty made by Party A or its Material Subsidiary under this Agreement, or any failure to perform any undertaking made by Party A or its Material Subsidiary under this Agreement.

- 8.2.4 Immediately notify Party B if any circumstance specified in Article 4 of this Agreement occurs that may result in an adjustment to the Share Swap Ratio.
  - 8.2.5 Conduct all legal procedures required for this Transaction as soon as practicable in good faith, including the procedures of applying for Approvals from the Competent Authorities or obtaining approvals from other competent authorities.
- 8.3 Party B undertakes to Party A that, during the period from the Execution Date to the Share Swap Record Date, it shall continue its operations in compliance with the normal practice, and without the prior written consent of Party A, Party B shall not engage in any of the following activities:
- 8.3.1 Resolve to issue new shares, distribute dividends, issue employee stock option warrants, convertible bonds, stock option warrant bonds, preferred shares with stock option warrants, depositary receipts, stock option warrants or any other equity securities, or incur new debt exceeding NT\$150,000,000 or issue equity securities of a capital nature exceeding the aforementioned amount; provided, however, that the incurrence of new debt or issuance of equity securities of a capital nature by Party B for the purpose of fulfilling the Capital Increase Commitments and Capital Increase Plan shall not be subject to this restriction.
  - 8.3.2 Except for the repurchases of the shares held by the shareholders raising objection against this Transaction pursuant to the laws and regulations and Article 9 of this Agreement, directly or indirectly repurchase its issued and outstanding shares or equity securities on its own or through any third party, conduct capital reduction, resolve on dissolution or liquidation, or file for reorganization, settlement or bankruptcy.
  - 8.3.3 Negotiate or execute any agreement with any third party any of the following matters: (1) any merger, share exchange or material strategic alliance agreements; (2) any execution of, amendment to or termination of any agreements regarding the lease of all of the businesses, mandate of management or regular joint operation with any third party; (3) any assignment of all or the major part of the businesses or properties to any third party; (4) any assumption of all businesses or properties of any third party; (5) any contracts for outsourcing, commission, contracting, leasing, licensing, or employment that cannot be terminated or cancelled in advance, or for which early termination or cancellation would result

in compensation exceeding NT\$50,000,000; or (6) any contract, agreement, other undertaking, letter of intent, or memorandum with effects similar to (1) to (5) above.

- 8.3.4 Execute any agreement with any third party involving an amount exceeding NT\$50,000,000, or make any such material undertaking.
- 8.3.5 (1) Waive, renounce or relinquish any of its rights, or fail to exercise any of its validly existing rights or benefits involving more than NT\$50,000,000, or enter into any settlement with any third party regarding any controversy, dispute or litigation or engage in any other acts unfavorable to itself involving more than NT\$50,000,000. (2) With respect to litigation or mediation disclosed by Party B during due diligence relating to minimum wage for part-time employees or the nature of sales personnel labor contracts, regardless of the amount involved, Party B shall not settle, withdraw, or otherwise act to its detriment in such proceedings with the counterparty without Party A's prior written consent; if, after the Execution Date, any new litigation of the specific labor nature referred to in (2) of this Article arises, Party B shall immediately notify Party A and this provision shall apply.
- 8.3.6 (1) Amend the company's work rules for employees; (2) increase payrolls, benefits, or other interests of employees (including managers, directors, and consultants engaged by the company), including but not limited to increasing wages, salaries, compensation, bonuses, payrolls, benefits, awards, employee warrants, employee insurance, pensions, severance plans, or other employee benefits; or commit or undertake to commit to any increase in employee benefits; (3) unduly employ a massive number of employees; or (4) newly appoint managers. However, annual promotions and salary adjustments in accordance with existing employee promotion and salary adjustment policies, actions required by law or within reasonable scope according to existing practice, or renewal of existing appointment/employment contracts upon expiration or entering into new contracts with the same terms for extension, shall not be subject to this restriction.
- 8.3.7 Any act or omission reasonably expected to make (1) the representations and warranties under Article 7 untrue or inaccurate; (2) essential changes to its business; or (3) the conditions precedent set forth in Article 6 unable to be fulfilled.
- 8.3.8 Any acquisition or disposal (including, without limitation, acquisition or disposal of real estate, right-of-use assets, and creation of security interests, etc.) of any assets in an amount of more than 1% of the net book value as shown in Party B's 2025 Financial Statements, or provide any guarantee or endorsement to any third

party.

- 8.3.9 Change accounting methods or accounting policies, except where such change is made in response to changes to relevant accounting principles.
  - 8.3.10 Lend funds to shareholders or third parties, except for policy loans to policyholder and real estate secured loans handled in accordance with applicable laws and internal regulations.
  - 8.3.11 Terminate or cease operation of part or all of its business, or conduct mass layoffs of employees, or implement any non-existing early retirement or preferential retirement plan.
  - 8.3.12 Reopen its accounting books in accordance with applicable laws and re-estimate, provide, or reclassify amounts related to relevant assets and liabilities. For the avoidance of doubt, if Party B has legally convened a board of directors meeting and passed a resolution regarding the reopening of its accounting books prior to the Execution Date, Party B may implement such resolution accordingly. However, if Party A has reasonable opinions or suggestions regarding the implementation, Party B shall discuss with Party A in good faith and make modifications or adjustments.
  - 8.3.13 Any submission to the FSC of a Capital Increase Commitments, Capital Increase Plan, application for optional transitional measures, flexible regulatory measures, or other applications of a similar nature in accordance with the Directions for the Insurance Industry's Own Capital and Risk Capital Selective Transitional Measures (保險業自有資本與風險資本選擇性過渡措施應注意事項), and its content and presentation, shall be subject to the prior written consent of Party A. The same requirement for prior written consent of Party A shall apply to any subsequent addition, deletion, amendment, withdrawal, or revocation of such applications after submission.
  - 8.3.14 Enter into any collective agreement, or conclude any labor contract with a labor union or labor organization.
- 8.4 Party B undertakes that, from Execution Date to the Share Swap Record Date, Party B shall comply with or perform the following matters:
- 8.4.1 Maintain normal business operations and customary business practices, and operate its business with the duty of care of a prudent administrator.
  - 8.4.2 Subject to relevant laws and regulations or orders that Party B shall conform to, notify Party A promptly after it becomes aware of any material or potentially order

or disposition issued by the competent authority, any litigation, arbitration, non-litigation, administrative remedy, claim, investigation, or legal proceeding, in which it is a party or an informed party, and which is material and may affect the Share Swap.

- 8.4.3 Immediately notify Party A in the event of any breach of any representation or warranty made by it under this Agreement, or any failure to perform any undertaking made by it under this Agreement.
  - 8.4.4 Immediately notify Party A if any circumstance specified in Article 4 of this Agreement occurs that may result in an adjustment to the Share Swap Ratio.
  - 8.4.5 Conduct all legal procedures required for this Transaction as soon as practicable in good faith, including the procedures of applying for Approvals from the Competent Authorities or obtaining approvals from other competent authorities.
- 8.5 Prior to any Party releasing, disclosing, or announcing any information related to this Agreement or the Share Swap, the prior written consent from the other Party (which shall not be unreasonably withheld or delayed) must be obtained; provided, however, that (1) this restriction shall not apply if the release, disclosure, or announcement of such information is made in accordance with applicable laws or as required by the TWSE, but the Party intending to release, disclose, or announce such information shall use its commercially reasonable efforts to confirm the accuracy of the information with the other Party prior to such disclosure; and (2) this restriction shall also not apply to any disclosure or announcement made by either Party to its employees for the purpose of explaining matters related to the protection of employee rights and interests in connection with this Transaction.
- 8.6 The Parties shall use their best commercially reasonable efforts to obtain the Approvals from the Competent Authorities under terms agreed upon by both Parties, and to avoid the inclusion of any conditions not agreed to by either Party as additional conditions for the application for such approval. However, if the competent authority involved in granting such approval imposes any condition not agreed to by either Party as an additional condition for the issuance of the Approvals from the Competent Authorities, both Parties shall use their best commercially reasonable efforts to negotiate, in accordance with relevant laws and regulations and prior to the Long Stop Date (as defined in Article 6.4 of this Agreement), other lawful and reasonable feasible solutions with respect to the relevant aspects of operations, business, finance, legal compliance, human resources, etc., based on the best interests of the shareholders and stakeholders of each company. In addition, both Parties shall act in good faith in performing and fulfilling the undertakings under the Capital Increase Commitments and the Capital Increase Plan in

accordance with this Article, in order to obtain Approvals from the Competent Authorities and facilitate the completion of this Transaction.

- 8.7 The Parties agree that, after the Execution Date and in the spirit of good faith, they shall promptly establish a transitional working group and arrange for the implementation details (including but not limited to the composition of members, which shall consist of representatives appointed by each Party in any number, the meeting schedule, and the manner of discussion and resolution, etc.) to plan matters related to Party B's operations, investment management, human resources planning, information exchange, accounting books reopening strategies, submission of optional transitional measures, flexible regulatory measures or similar applications, execution of this Transaction, or performance of this Agreement. If Party B convenes a board of directors meeting, Party B shall also provide the relevant minutes of the board of directors meeting to the members of Party A in the transitional working group within fourteen (14) calendar days after the board of directors meeting.

#### **Article 9 Treatment of Dissenting Shares**

If any of the shareholders of either Party objects to the Share Swap and requests for repurchase of his/her/its shares in accordance with relevant laws, such Party shall repurchase the shares held by such dissenting shareholder pursuant to relevant laws and regulations. The shares repurchased under this Article shall be sold or cancelled in accordance with relevant laws and regulations.

#### **Article 10 Protection of Rights and Interests of Party B's Employees**

Party A undertakes to use commercially reasonable efforts to propose an employee placement plan for Party B's employees, so that the FSC may approve this Transaction in accordance with the relevant laws and regulations. The employee placement plan shall include, but not be limited to, Party A's undertaking that, after the Share Swap Record Date and in accordance with the Labor Standards Act and other relevant laws and regulations, Party A will ensure that, for a period of three (3) years from the Share Swap Record Date: (1) all employees of Party B will continue to be retained ("**Retained Employees**"), except for those employees of Party B who, in accordance with personnel rules and relevant laws and regulations, are subject to demotion, downgrade, termination of employment, contractual, or appointment relationships; (2) the original employment conditions of Party B's Retained Employees will be maintained after the Share Swap Record Date; and (3) retention bonuses will be granted to the Retained Employees. For the avoidance of doubt, the term "Party B's employees" as used in this Article does not include managers authorized to sign on behalf of Party B, or persons holding similar positions or titles, who, in accordance with relevant laws and regulations or Party B's internal rules, shall

be approved and appointed by the board of directors.

### **Article 11 Appointment of Directors after the Share Swap**

Party A may appoint all of Party B's directors (including independent directors) on the Share Swap Record Date in accordance with Article 128-1 of the Company Act and Paragraph 2 of Article 15 of the Financial Holding Company Act. Any existing directors of Party B who is not appointed by Party A will be discharged from the board automatically.

### **Article 12 Event of Default**

- 12.1 In the event of any failure to perform or breach of any obligations, undertakings, representations or warranties under this Agreement, where such non-performance or breach may be curable in nature, it constitutes an event of default under this Agreement if the defaulting Party, upon requested by the non-defaulting Party to cure with such non-performance or breach within a reasonable period a written notice, fails to cure such non-performance or breach within a reasonable period set forth in such notice.
- 12.2 In case of any occurrence of any event of default that prevents the Transaction from being consummated on or prior to the Long Stop Date, the non-defaulting Party may claim the necessary fees and expenses arising from or in connection with the preparation of this Agreement and the performance of the Transaction against the defaulting Party, in addition to the rights, remedies, damages and termination or rescission of this Agreement that the non-defaulting Party may seek as permitted by law.

### **Article 13 Termination**

- 13.1 This Agreement may be terminated prior to the consummation of this Transaction upon:
- 13.1.1 Mutual written consent of the Parties;
  - 13.1.2 Automatic termination under Article 6.4 of this Agreement; or
  - 13.1.3 Breach or non-performance by either Party of its representations, warranties or undertakings under this Agreement, and where such breach or non-performance (1) will prevent the conditions precedent contained in Article 6 of this Agreement from being satisfied; (2) is not able or fails to be remedied within a reasonable period of time upon written notice of such breach or non-performance; and (3) is not waived by the non-defaulting Party, the non-defaulting Party may terminate this Agreement by giving written notice to the defaulting party.
- 13.2 Unless otherwise expressly agreed by the Parties, after the termination of this Agreement, other rights and obligations of the Parties under this Agreement shall cease forthwith; provided, however, that Articles 13.2, 14 and 15 shall survive the termination of this

Agreement. In addition, the termination of this Agreement shall not affect the rights and obligations that either Party has had under this Agreement upon such termination. Unless otherwise provided by laws and regulations, each Party shall return to the other Party all of the documents, information, files, articles, plans, trade secrets and other tangible information obtained pursuant to this Agreement; provided, however, that copies of such documents or relevant information may be retained to the necessary extent required for compliance with the relevant laws and regulations.

#### **Article 14 Taxes and Expenses**

Unless otherwise provided in this Agreement, all taxes and expenses arising out of or in connection with the negotiation, execution or performance of this Agreement (including but not limited to fees of attorney, accountant and other advisor as well as taxes payable by either Party or its shareholders in accordance with laws) shall be borne by the Parties and/or their shareholders, respectively.

#### **Article 15 Miscellaneous**

- 15.1 The interpretation, validity and performance of this Agreement shall be governed by the laws of the Republic of China. Any matters not covered in this Agreement shall be conducted in accordance with relevant laws and regulations.
- 15.2 Should any provisions of this Agreement be in conflict with any relevant laws and/or regulations, only such provisions shall be rendered null and void, with other provisions of this Agreement remaining in full force and effect. In case that any terms of the Agreement as instructed by the competent authorities or required under the amendment of laws or regulations or the necessity to reflect the facts shall be amended, the chairmen of the Parties can carry out the amendment directly pursuant to the laws or regulations or the instructions of relevant competent authorities, or the Parties can authorize their boards of directors to discuss and determine such amendments based on relevant actual needs and in good faith, without being approved by the shareholders meetings of the Parties.
- 15.3 Any and all disputes arising from this Agreement between the Parties shall first be resolved via amicable negotiation. Such amicable negotiation shall commence within seven (7) business days after either Party submits a written request for negotiation. If no agreement is reached within thirty (30) business days after the commencement of such negotiation and litigation is required, both Parties agree that the Intellectual Property and Commercial Court shall be the court of first instance with jurisdiction.
- 15.4 Unless otherwise agreed in writing by the Parties, the Parties agree that any oral or written discussion, agreement, arrangement or undertaking with respect to this Transaction between the Parties prior to the execution of this Agreement shall be superseded by this

Agreement and thus rendered null and void. The headings of each articles of this Agreement are used for convenience and reference only and may not be used to construe the content of such articles of this Agreement.

- 15.5 Any amendment or change to this Agreement shall only be made upon the written consent of the Parties.
- 15.6 Without the prior written consent of the other Party, neither Party may assign all or part of the rights under this Agreement to any third party, nor may any third party assume all or part of the obligations under this Agreement.
- 15.7 Neither Party that is prevented from or delays in performing the obligations under this Agreement due to any court judgment or order, order or disposition of the relevant competent authorities, war, hostility, blockade, riot, revolution, nuclear disaster, fire, typhoon, earthquake, tsunami, plague, flood or other events not attributable to either Party or force majeure or other events with similar effect ("**Force Majeure**") shall be liable to the other Party. Notwithstanding the foregoing, such Party shall notify the other Party of the occurrence of a Force Majeure event within five (5) calendar days after it becomes aware of such occurrence. This does not exempt any Party from continuing to perform its obligations under this Agreement as soon as possible after such Force Majeure event ends.
- 15.8 Unless otherwise provided in relevant laws or regulations, or except as required by the performance of this Agreement or by the orders issued by the court or competent authority, or unless otherwise provided in this Agreement, the Parties agree to keep in strict confidence any and all documents, information, files, articles, plans, trade secrets and other tangible and intangible information which is confidential in nature and transmitted by or obtained from the other Party prior to the Share Swap Record Date for the purpose of this Transaction, which shall not be distributed, divulged or provided to any third party in any manner or form without the prior written consent of the other Party. The confidentiality obligation provided in Article 15.8 of this Agreement shall remain effective and unchanged to the maximum extent permitted by law if this Agreement ceases to exist due to its rescission, cancellation, termination or any other reasons.
- 15.9 For any notice under this Agreement to be effective, it shall be made in writing and served to the addresses as follows or the address notified by the other Party in the manner provided herein by dual registered postal delivery or personal delivery:

Party A : E. Sun Financial Holding Company, Ltd.

Representative : Joseph N.C. Huang

Address : 14F., No. 117 and 1F., No.115, Sec. 3, Min Sheng E. Road, Songshan Dist.,

Taipei City, Taiwan (the Republic of China)

Party B : Mercuries Life Insurance Co., Ltd.

Representative : Chau Shi Wong (copy to Chin Hsin Hsu (Vice Chairman) )

Address : 1F., No. 58, Shitan Road., Neihu Dist., Taipei City, Taiwan (the Republic of China)

- 15.10 The attachments hereto shall constitute part of this Agreement and have the same effect as this Agreement.
- 15.11 This Agreement is made in duplicate, with each Party retaining one counterpart for record.
- 15.12 This Agreement shall take effect after being executed and delivered by the Parties.

**【The remainder of this page is intentionally left blank】**

*(English translation for reference only)*

E. Sun Financial Holding Company, Ltd.

Mercuries Life Insurance Co., Ltd.

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Representative: Chairman  
Joseph N.C. Huang

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Representative: Chairman  
Chau Shi Wong

*Note: This statement is originally prepared in Chinese. This statement is translated into English solely for the convenience of readers, but notwithstanding such translation, the Chinese version of this statement shall prevail in matters of interpretation.*

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**Opinion on the Reasonableness of the  
Share Exchange Ratio  
[Confidential]**

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## I. Executive Summary

- A. Appointor: E.SUN Financial Holding Company, Ltd. (hereinafter referred to as “ESFHC”).
- B. Service Scope: ESFHC intends to acquire 100% of the common shares of Mercuries Life Insurance Co., Ltd. (hereinafter referred to as the “Target Company” or “Mercuries Life”) through a share exchange. Accordingly, I am engaged by ESFHC to issue an opinion on the reasonableness of the proposed share exchange ratio.
- C. Target Company: Mercuries Life is incorporated in the Republic of China on June 12, 1993, and is headquartered in Taipei, Taiwan. The company is primarily engaged in the life insurance business which include life insurance, health insurance, annuity insurance, universal life insurance, investment-linked insurance, and group insurance. Mercuries Life is a publicly listed company in Taiwan and shares are publicly traded on the Taiwan Stock Exchange since December 18, 2012 (Stock Code: 2867). Base on Mercuries Life’s most recent financial statements as of June 30, 2025, its paid-in capital is NTD 56,995,011 thousand. The company completes a cash capital increase of NTD 200,000 thousand on September 26, 2025, which results in a total paid-in capital of NTD 58,995,011 thousand.
- D. Applicable Laws and Regulations: Article 10 of the “Regulations Governing the Acquisition and Disposal of Assets by Public Companies.”
- E. Basis for Forming the Opinion and Conclusion: I adopt the Market Price and consider control premium adjustment to estimate the per-share equity value range of the Target Company and ESFHC and subsequently calculate the corresponding range of the share exchange ratio. On the Valuation Date of October 31, 2025, the estimated equity value per share of Mercuries Life falls in the range between NTD 6.86 to NTD 8.62, while the estimated equity value per share of ESFHC falls in the range between NTD 29.75 to NTD 32.45. Accordingly, the implied share exchange ratio for one share of Mercuries Life in exchange for shares of ESFHC is in the range between 0.2114 to 0.2897. The proposed exchange ratio of 0.2486 ESFHC common share for one Mercuries Life common share is considered reasonable.

Respectfully submitted to  
E.SUN Financial Holding Company, Ltd.

JL Chen, CPA

Certified Public Accountant: Jenny Chen  
November 4, 2025

## **II. Main Text**

### **A. Valuation Date**

The valuation date is October 31, 2025.

### **B. Transaction Background**

- a. E.SUN Financial Holding Company, Ltd. (hereinafter referred to as “ESFHC”) is established by E.SUN Commercial Bank, Ltd., E.SUN Bills Finance Corp, and E.SUN Securities Corp through a share swap on January 28, 2002, and is publicly listed on the Taiwan Stock Exchange on the same date (Stock Code: 2884). Headquartered in Taipei, Taiwan, ESFHC is a financial holding company with subsidiaries including E.SUN Commercial Bank, Ltd., E.SUN Securities Co., Ltd., E.SUN Venture Capital Co., Ltd., and E.SUN Asset Management Co., Ltd. The Group’s business scope covers banking, credit card, trusts, insurance, securities, futures, and venture capital activities. On the valuation date, ESFHC’s paid-in capital is NTD 161,740,000 thousand.
- b. Mercuries Life Insurance Co., Ltd. (hereinafter referred to as the “Target Company” or “Mercuries Life”) is incorporated on June 12, 1993, and is headquartered in Taipei, Taiwan. The company primarily engages in the life insurance business which include life insurance, health insurance, annuity insurance, universal life insurance, investment-linked insurance, and group insurance. Mercuries Life is a publicly listed company in Taiwan and shares are publicly traded on the Taiwan Stock Exchange since December 18, 2012 (Stock Code: 2867). Base on Mercuries Life’s most recent financial statements as of June 30, 2025, its paid-in capital is NTD 56,995,011 thousand. The company completes a cash capital increase of NTD 200,000 thousand on September 26, 2025 which results in a total paid-in capital of NTD 58,995,011 thousand.
- c. In accordance with ESFHC’s overall group strategy, ESFHC intends to acquire 100% of the common shares of Mercuries Life through a share exchange, whereby one common share of Mercuries Life in exchange for 0.2486 common share of ESFHC. In consideration of the proposed acquisition is estimated to exceed NTD 300 million, pursuant to Article 10 of the “Regulations Governing the Acquisition

and Disposal of Assets by Public Companies”, I am engaged by ESFHC to issue an opinion on the reasonableness of the proposed share exchange ratio.

**C. Standard and Premise of Value**

The standard of value used in the indicative value analysis is “fair market value”. The premise of value used in this opinion is “highest and best use”. Fair market value is defined as the price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm’s length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts. The highest and best use of a non-financial asset takes into account the use of the asset that is physically possible, legally permissible, and financially feasible.

**D. Source of Information**

The information used in the preparation of this opinion is based on the operational and financial data of the Target Company and ESFHC, as well as publicly available market information. The conclusion of this opinion is based on the assumption that the above information is complete and free of material misstatement.

The primary sources of information used in forming this opinion are as follows:

- a. The Share Swap Agreement provided by ESFHC on November 4, 2025.
- b. The Target Company’s audited financial statements for the years 2023 and 2024.
- c. The Target Company’s reviewed financial statements for the second quarter of 2025.
- d. ESFHC’s audited financial statements for the years 2023 and 2024.
- e. ESFHC’s reviewed financial statements for the second quarter of 2025.
- f. Discussions with the management of ESFHC.

- g. S&P Capital IQ database.
- h. Market Observation Post System.
- i. Taiwan Stock Exchange.
- j. Other relevant information obtained from public market source.

## **E. Underlying Assumptions**

The underlying assumptions of the valuation analysis are as follows:

- a. No significant issues, litigations (including tax and other legal disputes), and contingent liabilities related to the Target Company and ESFHC on the valuation date.
- b. The Target Company and ESFHC's underlying industry prospects are generally in line with forecast and analysis of research institutions.
- c. No major change in the relevant specification and policy of the Target Company and ESFHC's underlying industry.
- d. No major change in the political, regulatory, financial, and overall economy of the Target Company and ESFHC's underlying market.
- e. No significant change to the taxation and related regulation of the Target Company and ESFHC's underlying market.
- f. No significant fluctuation in the prevailing interest rate and exchange rate level of the Target Company and ESFHC's underlying market.

## **F. Historical Financial Information**

- a. Target Company's Audited or Reviewed Condensed Balance Sheet

Unit: NTD thousands

<b>Item \ Date</b>	<b>2023/12/31</b>	<b>2024/12/31</b>	<b>2025/6/30</b>
Cash and cash equivalents	61,359,378	29,137,616	57,457,694
Accounts receivables	11,124,019	11,464,430	11,788,276
Current income tax assets	1,021,915	834,795	932,030
Financial assets at fair value through profit or loss	115,637,806	146,862,103	146,483,401
Financial assets at fair value through other comprehensive income	3,307,427	11,227,152	10,616,554
Financial assets at amortized cost	1,013,469,832	1,016,366,006	919,840,453

Item \ Date	2023/12/31	2024/12/31	2025/6/30
Investments under equity method, net	3,723,204	3,702,280	3,589,027
Investment property	18,823,614	20,510,371	20,737,130
Loans	67,896,478	66,162,331	64,705,387
Reinsurance contract assets	2,550,530	3,713,228	3,563,686
Property and equipment	10,714,230	10,060,612	9,957,552
Right-of-use assets	342,486	621,174	581,161
Intangible assets	174,332	144,194	98,945
Deferred tax assets	20,535,187	28,951,795	19,960,924
Other assets	14,115,879	63,871,328	67,199,435
Separated account assets for unit-linked products	177,007,560	211,513,255	208,168,131
<b>Total assets</b>	<b>1,521,803,877</b>	<b>1,625,142,670</b>	<b>1,545,679,786</b>
Accounts payable	6,873,520	9,249,549	8,434,383
Financial liabilities at fair value through profit or loss	62,114	13,954,361	1,483,064
Bonds payable	8,500,000	11,000,000	12,440,000
Lease liabilities	342,983	628,251	582,227
Insurance liabilities	1,270,237,501	1,308,510,764	1,255,916,436
Reserve for fluctuation of foreign exchange	3,269,656	12,284,671	17,449,592
Provisions	592,450	308,219	287,615
Deferred income tax liabilities	9,357,670	15,498,271	6,373,066
Other liabilities	5,619,456	768,552	3,621,510
Separated account liabilities for unit-linked products	177,007,560	211,513,255	208,168,131
<b>Total liabilities</b>	<b>1,481,862,910</b>	<b>1,583,715,893</b>	<b>1,514,756,024</b>
Share capital	50,995,011	56,995,011	56,995,011
Capital surplus	34,474	31,876	--
Retained earnings	(9,916,874)	(9,645,940)	(10,303,195)
Other equity interest	(1,171,644)	(5,954,170)	(15,768,054)
<b>Total equity</b>	<b>39,940,967</b>	<b>41,426,777</b>	<b>30,923,762</b>
<b>Total liabilities and equity</b>	<b>1,521,803,877</b>	<b>1,625,142,670</b>	<b>1,545,679,786</b>

Source: Market Observation Post System.

b. Target Company's Audited or Reviewed Condensed Income Statement

Unit: NTD thousands

Item \ Period Ended	2023	2024	2025 Six months ended June 30
Retained earned premium	73,993,051	71,042,465	34,291,894
Reinsurance commission received	98,394	91,634	17,849
Fee income	2,968,302	3,506,451	2,116,106
Net income(loss) from investments	30,618,629	44,156,366	(21,296,071)
Other operating income	60,537	102,787	24,168
Income on insurance product, separated account	15,533,843	17,946,884	4,587,004
<b>Total operating revenue</b>	<b>123,272,756</b>	<b>136,846,587</b>	<b>19,740,950</b>
Retained claim payment	92,002,406	85,620,864	40,575,324
Total net change in other insurance liability	17,542,088	21,688,050	(30,648,013)
Acquisition expense	30,878	28,832	13,521
Commission expense	5,792,483	5,824,075	2,982,232
Other operating costs	595,485	739,238	433,200
Disbursements on insurance product, separated account	15,533,843	17,946,884	4,587,004
<b>Total operating costs</b>	<b>131,497,183</b>	<b>131,847,943</b>	<b>17,943,268</b>
General expenses	386,774	405,229	201,377
Administrative expenses	4,208,998	4,412,583	2,207,169
Staff training expenses	183,395	183,401	99,985
Expected credit losses or reversal of expected credit losses of non-investments	8,135	(5,995)	(180)
<b>Total operating expenses</b>	<b>4,787,302</b>	<b>4,995,218</b>	<b>2,508,351</b>
<b>Net operating income (loss)</b>	<b>(13,011,729)</b>	<b>3,426</b>	<b>(710,669)</b>
<b>Non-operating income and expenses</b>	<b>75,744</b>	<b>(282,967)</b>	<b>(20,475)</b>
<b>Profit (loss) from continuing operations before tax</b>	<b>(12,935,985)</b>	<b>(279,541)</b>	<b>(731,144)</b>
Tax expense (income)	(3,419,996)	(2,454,914)	(71,339)
<b>Profit (loss)</b>	<b>(9,515,989)</b>	<b>2,175,373</b>	<b>(659,805)</b>

Source: Market Observation Post System.

c. ESFHC's Audited or Reviewed Condensed Balance Sheet

Unit: NTD thousands

Item \ Date	2023/12/31	2024/12/31	2025/6/30
Cash and cash equivalents	67,575,304	62,593,270	65,957,647
Due from the central bank and call loans to other banks	194,590,834	265,856,363	306,681,504
Financial assets at fair value through profit or loss	251,426,462	282,624,694	260,847,064
Financial assets at fair value through other comprehensive income	360,384,015	384,646,204	349,814,440
Investments in debt instruments at amortised cost	475,610,677	484,231,582	495,034,840
Financial assets for hedging	1,583	81,705	13,866
Securities purchased under resell agreements	8,097,297	29,266,642	25,116,882
Receivables, net	141,356,313	157,731,477	148,758,542
Current tax assets	34,717	418,276	565,723
Discounts and loans, net	2,063,180,999	2,311,873,258	2,419,773,112
Other financial assets, net	5,443,226	11,603,150	9,491,737
Investment property, net	1,752,737	1,331,490	1,248,866
Property and equipment, net	34,665,848	34,419,584	34,217,533
Right-of-use assets, net	7,342,717	7,195,102	7,839,834
Intangible assets, net	6,284,027	6,612,127	6,594,629
Deferred tax assets	3,204,981	3,187,118	3,555,661
Other assets, net	17,545,763	24,565,535	31,247,455
<b>Total assets</b>	<b>3,638,497,500</b>	<b>4,068,237,577</b>	<b>4,166,759,335</b>
Deposits from the central bank and other banks	45,468,695	80,524,089	56,531,680
Financial liabilities at fair value through profit or loss	87,559,558	92,053,439	92,982,985
Financial liabilities for hedging	188,495	79,543	268,846
Securities sold under repurchase agreements	24,678,722	38,258,144	34,391,937
Commercial papers issued, net	9,091,916	24,706,650	17,185,979
Payables	43,078,614	49,545,944	71,328,851
Current tax liabilities	2,178,297	2,848,292	4,211,285
Deposits and remittances	3,021,047,051	3,344,612,917	3,459,202,768
Bonds payable	48,250,000	47,450,000	49,060,000
Other borrowings	382,216	337,737	308,052
Provisions	1,104,884	1,035,171	1,049,877
Other financial liabilities	108,218,914	120,468,433	118,227,235

Item \ Date	2023/12/31	2024/12/31	2025/6/30
Lease liabilities	4,617,337	4,542,312	5,186,482
Deferred tax liabilities	2,366,315	3,228,060	2,565,416
Other liabilities	3,842,639	5,072,489	5,821,404
<b>Total liabilities</b>	<b>3,402,073,653</b>	<b>3,814,763,220</b>	<b>3,918,322,797</b>
Common stock	156,640,000	159,958,000	159,958,000
Reserve for capitalization	--	--	1,782,000
Total capital stock	156,640,000	159,958,000	161,740,000
Capital surplus	34,800,497	35,089,397	35,432,297
Retained earnings	46,786,129	52,685,546	48,671,299
Other equity	(1,978,946)	5,559,039	2,421,701
<b>Total equity attributable to owners of ESFHC</b>	<b>236,247,680</b>	<b>253,291,982</b>	<b>248,265,297</b>
<b>Non-controlling interests</b>	<b>176,167</b>	<b>182,375</b>	<b>171,241</b>
<b>Total equity</b>	<b>236,423,847</b>	<b>253,474,357</b>	<b>248,436,538</b>
<b>Total liabilities and equity</b>	<b>3,638,497,500</b>	<b>4,068,237,577</b>	<b>4,166,759,335</b>

Source: Market Observation Post System.

d. ESFHC's Audited or Reviewed Condensed Income Statement

Unit: NTD thousands

Item \ Period Ended	2023	2024	2025 Six months ended June 30
<b>Interest revenue</b>	<b>84,436,464</b>	<b>100,215,518</b>	<b>52,053,313</b>
Interest expenses	55,336,285	66,218,071	32,851,917
<b>Net interest</b>	<b>29,100,179</b>	<b>33,997,447</b>	<b>19,201,396</b>
Service fee and commission income, net	21,518,021	28,158,844	14,183,627
Gain on financial assets and liabilities at fair value through profit or loss	14,421,132	9,544,777	7,160,377
Realized gains on financial assets at fair value through other comprehensive income	1,254,070	1,825,404	1,429,376
Foreign exchange gains, net	192,344	1,747,564	959,000
Reversal of impairment losses on assets	13,197	(27,227)	27,635
Other non-interest gains, net	196,628	897,736	158,842
<b>Total net revenues and gains other than interest</b>	<b>37,595,392</b>	<b>42,147,098</b>	<b>23,918,857</b>
<b>Net revenue</b>	<b>66,695,571</b>	<b>76,144,545</b>	<b>43,120,253</b>

Item \ Period Ended	2023	2024	2025 Six months ended June 30
<b>Bad-debt expense, and provision for losses on commitments and guarantees</b>	<b>2,681,784</b>	<b>4,146,556</b>	<b>2,022,256</b>
Employee benefits expenses	16,544,257	17,155,146	9,478,138
Depreciation and amortization expense	3,889,085	3,763,998	1,871,165
Other general and administrative expenses	17,068,434	18,819,506	9,323,204
<b>Total operating expenses</b>	<b>37,501,776</b>	<b>39,738,650</b>	<b>20,672,507</b>
<b>Income before income tax</b>	<b>26,512,011</b>	<b>32,259,339</b>	<b>20,425,490</b>
Income tax expense	4,764,244	6,110,615	3,649,672
<b>Net income for the period</b>	<b>21,747,767</b>	<b>26,148,724</b>	<b>16,775,818</b>

Source: Market Observation Post System.

## G. Valuation Methodologies

### **The market information and commonly used approach in practice for business valuation include the following:**

- a. Market Price
  - Price information from an active market is generally considered to be the strongest evidence of value.
- b. Asset Approach— Adjusted Net Asset Method
  - Asset Approach is used by evaluating the target’s total value of its individual assets and individual liabilities to reflect the total value of the enterprise or the equity.
  - Asset Approach is based on the assumption of continuing operation to assess the consideration for re-constructing or re-acquiring the target. If the valuation of an operating business is not on a going concern basis, the enterprise or equity value should be valued base on its liquidation value.
  - When applying the Asset Approach, the valuation should be based on the balance sheet of the target company and take into consideration of off-balance sheet assets and liabilities in order to determine the overall value of the enterprise.

c. Market Approach — Guideline Comparable Company Method/  
Guideline Transactions Method

- The Market Approach estimates the value of the target company based on the transaction price of comparable companies, with appropriate adjustments made to reflect differences between the target company and the selected comparable companies. Common valuation methods under the Market Approach include the Guideline Comparable Company Method and the Guideline Transaction Method.
- Under the Guideline Comparable Company Method, the valuation references the trading price of companies engaged in the same or similar lines of business whose shares are actively traded in the market, along with value multiples implied by such price and other relevant market information, to determine the value of the target company.
- Under the Guideline Transactions Method, the valuation references the transaction price of asset or company that is the same as or similar to the valuation target, together with the value multiples implied by such price and related transaction information, to determine the value of the target company.

d. Income Approach — Discounted Cash Flow Method

- The Income Approach derives the value of the target base on the future economic benefit that it is expected to generate and convert such future benefit into a present value through capitalization or discounting process.

**Valuation Approach Adopted:**

a. Valuation Approach for the Equity Value of the Target Company

Since the Target Company is a publicly listed company on the Taiwan Stock Exchange, the historical market price is available as reference for the equity value. When the price information of the valuation target is available from an active market, the Market Price is generally considered appropriate reference. Therefore, the “Market Price” is used for equity value valuation of the Target Company.

b. Valuation Approach for the Equity Value of ESFHC

Since ESFHC is a publicly listed company on the Taiwan Stock Exchange, the historical market price is available as reference for the equity value. When the price information of the valuation target is available from an active market, the Market Price is generally considered appropriate reference. Therefore, the “Market Price” is used for equity value valuation of ESFHC.

## **H. Valuation Procedures**

The valuation procedures are as follows:

- a. Review and analyse the Target Company’s historical operating and financial information as of the valuation date.
- b. Collect information related to the macroeconomic outlook and industry overview from public database.
- c. Select and apply appropriate valuation methodology to assess equity value of the Target Company and equity interest of ESFHC according to the “Guidelines for the Issuance of Expert Opinions” with reference to applicable valuation standard.
- d. Perform necessary adjustment for premium and/or discount to determine the equity value of the Target Company.
- e. Calculate the corresponding range of share exchange ratio and issue an independent expert opinion on the reasonableness of the share exchange ratio of the Target Company base on the result of its range of equity value.

## **I. Valuation for the Equity Value of the Target Company**

- a. Analysis of Historical Closing Price

The Target Company is a publicly listed company in Taiwan with publicly listed market price for its shares. The historical daily closing price disclosed across specific time frames including the valuation date plus prior to 5 trading days, 10 trading days, 20 trading days, and 30 trading days, are referenced to calculate the average share price. Base on such analysis, the historical average closing price per share of the Target Company falls in the range between NTD 6.25 to NTD 7.23.

Unit: NTD

Item/Period/Price	Valuation Date	Prior 5 days	Prior 10 days	Prior 20 days	Prior 30 days
Average Closing Price Per Share	7.23	7.20	6.78	6.46	6.25
Range of Average Closing Price Per Share	6.25~7.23				

Source: S&P Capital IQ.

b. Control Premium Adjustment

Compare to non-controlling interests, controlling interests have the ability to participate in the management and decision-making of the company. Therefore, when valuing such interests, an appropriate premium should be considered to reflect the additional influence and rights.

As this transaction involves ESFHC's proposed acquisition of 100% of the equity interests of the Target Company, the acquirer will gain significant control and influence. Accordingly, the control premium adjustment should be taken into consideration given the nature of the transaction.

The application of a control premium is based on comparable acquisition transactions of the financial industry in Taiwan over the past ten years (from January 1, 2015 to the valuation date). After excluding outliers, a total of nine transactions are selected for the analysis. Base on the comparison of transaction consideration to historical market share price, the result of applicable control premium range for this transaction is determined to be between 9.8% to 19.3%.

c. Conclusion of Equity Value under the Market Price

Base on the analysis of the historical average closing price described above, and taking further into account a control premium range between 9.8% to 19.3%, it is concluded that the equity value of the Target Company is estimated to fall in the range between NTD 6.86 to NTD 8.62 per share.

Unit: NTD

Item	Value and Premium% Range
Range of Average Closing Price Per Share	6.25~7.23
Range of Control Premium	9.8%~19.3%
<b>Range of Equity Value Per Share</b>	<b>6.86~8.62</b>

Source: S&amp;P Capital IQ.

## J. Valuation for the Equity Value of ESFHC

ESFHC is a publicly listed company in Taiwan with publicly listed market price for its shares. The historical daily closing price disclosed across specific time frames including the valuation date plus prior to 5 trading days, 10 trading days, 20 trading days, and 30 trading days, are referenced to calculate the average share price. Base on such analysis, the historical average closing price per share of the Target Company falls in the range between NTD 29.75 to NTD 32.45.

Unit: NTD

Item/Period/Price	Valuation Date	Prior 5 days	Prior 10 days	Prior 20 days	Prior 30 days
Average Closing Price Per Share	29.75	30.01	31.27	32.04	32.45
Range of Average Closing Price Per Share	29.75~32.45				

Source: S&amp;P Capital IQ.

## K. Valuation Conclusion

On the Valuation Date of October 31, 2025, the estimated equity value per share of Mercuries Life falls in the range between NTD 6.86 to NTD 8.62, while the estimated equity value per share of ESFHC falls in the range between NTD 29.75 to NTD 32.45. Accordingly, the implied share exchange ratio for one share of Mercuries Life in exchange for shares of ESFHC is in the range between 0.2114 to 0.2897. The proposed exchange ratio of 0.2486 ESFHC common share for one Mercuries Life common share is considered reasonable.

### **III. Limitations of Use and Disclaimer**

This opinion shall not be used for any purpose other than stated herein, nor shall it be used in a partial or selective manner. This opinion is solely for internal use by ESFHC and inclusion as attachment required for filing or public announcement pursuant to applicable law and regulation. It shall not be provided or given to any third party or used for any other purpose without prior consent. This opinion is only relevant to the aforesaid items and shall not be extended to be interpreted as being related to the overall financial statements of the Target Company or ESFHC.

I only assess the reasonableness of the share exchange ratio solely from the perspective of an independent third party and do not participate in the structuring of the transaction. This opinion is based primarily on information provided by ESFHC and publicly available market information, and I do not conduct an audit in accordance with generally accepted auditing standards with respect to such information.

The opinion issuance date is November 4, 2025. The analysis herein is conducted under the assumptions that the Target Company and ESFHC maintain their existing operating condition, the underlying industry of each has no significant change, and the capital market has no major fluctuation. The impact of any unanticipated change on the equity value of the Target Company and ESFHC has not been taken into account. If any of the aforementioned assumption, change, the result of this opinion may be subject to modification. After the issuance of this opinion, no obligation is assumed to revise this opinion to reflect event or condition which occur subsequent to the valuation date.

## Attachment 1

### Independent Expert's Statement

I have been engaged to issue an opinion on the reasonableness of the share exchange ratio in connection with E.SUN Financial Holding Company, Ltd.'s acquisition of 100% of the common shares of Mercuries Life Insurance Co., Ltd. through a share exchange. This engagement is conducted in accordance with the "Regulations Governing the Acquisition or Disposal of Assets by Public Companies", the "Guidelines for the Issuance of Expert Opinions", and relevant laws and regulations, with reference to the Valuation Standards of the Republic of China. I hereby declare the following:

1. The sources of information, parameters, and data used in the execution of procedures are appropriate and reasonable and are used as the basis for issuing this opinion.
2. Prior to accepting this engagement, I confirmed that I meet the qualification requirements set forth in Paragraph 1 of Article 5 under the "Regulations Governing the Acquisition or Disposal of Assets by Public Companies", and, in accordance with Item 1, Paragraph 2 of the same Article, prudently assessed my professional capability and practical experience.
3. In conducting this engagement, appropriate work procedures have been properly planned and implemented to form a conclusion and issue an opinion. There is no pre-determined conclusion or no contingent or success-based compensation involved. All procedures performed, information obtained, and conclusions reached have been fully and accurately specified in the working papers of this engagement.
4. I confirm that neither I nor the parties involved in this transaction are mutually related or substantively related which fall within any relationship described in Item 2 and Item 3, Paragraph 1 of Article 5 under the "Regulations Governing the Acquisition or Disposal of Assets by Public Companies", and further declare that none of the following circumstances exist:
  - (1) Either I or my spouse is currently employed by any party of the transaction to perform routine work for which he or she receives a fixed salary or currently serves as a director or supervisor thereof.

- (2) Either I or my spouse has previously served for any party of the transaction as a director, supervisor, managerial officer, or an employee with material influence over the transaction parties and has been dismissed or resigned from the position for less than two years.
- (3) The entity in which my spouse or I work for is a related party to the transaction parties.
- (4) The spouse of, lineal relative of, a direct relative by marriage of, or a collateral relative within the second degree of kinship of any director, supervisor, or managerial officer of the parties involved in the transaction.
- (5) Either I or my spouse has a significant investment or financial interest-sharing relationship with the parties involved in the transaction.

Appraiser: Jenny Chen

November 4, 2025