

## DEPOSIT PROCEDURES LETTER

Date: \_\_\_\_\_

TO: \_\_\_\_\_

### RE: FIRST FINANCIAL HOLDING CO., LTD. ("Issues")

This Deposit Procedures Letter ("Deposit Procedures Letter") outlines the procedures by which eligible owners ("Eligible Depositors") of ordinary shares ("Shares") of Taiwan issuers ("Issuers") who have established depositary receipt facilities with Citibank, N.A., as depositary (the "Depositary") wishing to deposit such Shares with First Commercial Bank, Co., Ltd. (the "Local Custodian") for the creation of interests in Global Depositary Receipts ("GDRs") or American Depositary Receipts ("ADRs"), may request the deposit of Shares into either a GDR or ADR facility and issuance of GDR's or ADR's to the Eligible Depositor or the Eligible Depositor's designee ("Eligible Designee").

The procedures described herein relate solely to the above described deposit of Shares owned by an Eligible Depositor ("Deposit Procedures") and are separate and distinct from the procedures ("Purchase Procedures") applicable to requests for the purchase of Shares for deposit into the subject facilities ("Purchase Requests"). Purchase Requests (and Purchase Procedures) shall be governed by a separate Purchase Procedures Letter therefor ("Purchase Procedures Letter").

GDRs representing Shares of any particular Issuer will be issued pursuant to certain deposit agreement for the relevant issue (as same may be amended or supplemented from time to time) (the "GDR Agreement") among such Issuer, Citibank, N.A. and all holders and beneficial owners from time to time of the GDRs issued thereunder. ADRs representing Shares of a particular Issuer will be issued pursuant to certain deposit agreement for the relevant issue (as same may be amended or supplemented from time to time) (the "ADR Agreement") among such Issuer, the Depositary and all holders and beneficial owners from time to time of the ADRs issued thereunder. The GDR Agreement and the ADR Agreement are referred to collectively herein as the "Relevant Deposit Agreements". GDRs and ADRs are referred to collectively herein as "DR's".

The procedures described in this Deposit Procedures Letter are subject in all respects to the provisions of the Relevant Deposit Agreements, the terms of the Deposit Request (Attachment I) ("Deposit Request"), and the Agreement to Carry Out Fax Instructions and Signatory Authorization (Attachment II) ("Instructions Agreement") and to all applicable laws, governmental regulations and market practices.

#### **I. AVAILABILITY**

Under applicable laws and regulations, DR's representing Shares of a particular Issuer may be issued only to the extent that such issuance would not cause the relevant aggregate outstanding DR's representing Shares of such Issuer (whether originally issued or subsequently issued under the procedures described herein or under the Purchase Procedures) to exceed the number of the DR's representing Shares of such Issuer originally issued plus those issued as a result of dividends on or free distribution of the Shares or exercise by DR's holders of their pre-emptive rights in connection with Issuer's capital increase for cash ("Availability Limit"). Availability of certain DR's may also be subject to restrictions on re-issuance established by the Issuer of the relevant Shares under the terms of the Relevant Deposit Agreement, which restrictions may include black out periods, minimum or maximum size limitations on re-issuance and/or limitations on the frequencies of re-issuance (collectively, "Issuer's Re-Issuance Restrictions"). Prior to sending any Deposit Request, Eligible Depositors are advised to contact the Local Custodian by telephone to ascertain whether the Deposit Request is subject to any Issuer's Re-Issuance Restrictions.

Neither the Depositary, Citicorp Financial Services, Ltd. (the "Representative"), the Local Custodian nor any other person or entity guarantees the availability of DR's representing Shares of any or all of the Issuers. Deposit Requests and Purchase Requests will be processed in order of receipt by the Local Custodian. In the event of any uncertainty as to order of receipt, the Local Custodian shall determine the order of receipt in its sole and absolute discretion and without liability or responsibility to any Eligible Depositor. Please note that Deposit Requests received after 9:00 A.M. on any given Taipei business day will be deemed received on the following Taipei business day for purposes of allocating availability and otherwise.

## **II. ELIGIBLE DEPOSIT**

Eligible Depositors who are insiders (as defined below) or non-R.O.C. persons shall comply with the following regulatory requirements:

- (i) Insiders. Eligible Depositors who are "insiders" of relevant Issuer as defined under the R.O.C. Securities and Exchange Law shall first obtain the approval from the R.O.C. Securities and Futures Commission and shall be solely responsible for complying with all filing, disclosure or other obligations related to the relevant deposits. Neither the Depositary, the Local Custodian nor the Representative shall be responsible therefore.
- (ii) Non-R.O.C. Persons. Only certain foreign investors/overseas Chinese are legally permitted to deposit Shares under this Deposit Procedures Letter. Thus, non-R.O.C. persons wishing to deposit Shares under this Deposit Procedures Letter must first provide the Local Custodian with evidence of eligibility including any and all necessary government approvals.

## **III. OTHER CERTIFICATION REQUIREMENTS (subject to Citibank's U.S. counsel's review and comments)**

DR's will be issued in accordance with and subject to the provisions of the Relevant Deposit Agreements, including, but not limited to, any certification requirements contained therein. In particular, unless separate arrangements are agreed with the Depository in advance, Eligible Depositors and/or Eligible Designees, as applicable, will be required to certify to the Depository that they are not Affiliates of the Issuer as defined in the Relevant Deposit Agreements.

To the extent any Deposit Request relates to DR's not registered with the United States Securities and Exchange Commission, the Eligible Depositor or Eligible Designee, as applicable, must be, a Qualified Institutional Buyer as defined in Rule 144A promulgated under the U.S. Securities Act of 1933 or a Regulation S Purchaser who is not a U.S. Person as defined in Regulation S promulgated under the U.S. Securities Act of 1933 or their duly authorized representative and must comply with the certification requirements provided for in the Relevant Deposit Agreement.

#### **IV. DEPOSIT RESTRICTIONS**

Deposit Requests are subject to the following restrictions ("Deposit Restrictions").

(i) Amount: Deposits will only be accepted if the number of Shares to be deposited is not less than fifty thousand (50,000) Shares;

(ii) Book Entry Shares. Only Shares held with the Taiwan Securities Central Depository Co., Ltd. ("TSCD") will be accepted for deposit. Physical Shares will not be accepted.

#### **V. DEPOSIT REQUESTS**

Upon satisfaction of the conditions described herein, Eligible Depositors may, subject to the Availability Limit, the Issuer's Re-Issuance Restrictions and the Deposit Restrictions submit properly completed and duly and validly executed Deposit Requests to the Local Custodian. No Deposit Request will be processed by the Local Custodian unless and until the Local Custodian receives a properly and duly and validly executed Deposit Request and payment of the Fee (as defined below). Please note:

(i) Ambiguous Requests. If any Deposit Request is unclear and/or ambiguous, the Local Custodian may, in its absolute discretion and without any liability on its part, act upon what it believes in good faith this Deposit Request to be or to mean, or refuse to act until any ambiguity or conflict has been resolved to its satisfaction. If the Local Custodian determines any Deposit Request to be unclear and/or ambiguous, the Local Custodian may attempt to seek clarification from the Authorized Person (as defined in the Deposit Request) who executed such Deposit Request; provided that the Local Custodian shall incur no liability in the event that such clarification is not sought or obtained.

(ii) Information. An Eligible Depositor, by submission of a Deposit Request, shall be deemed to have irrevocably and unconditionally authorized, instructed and empowered the Local Custodian to submit all such information and file all such reports to the regulatory authorities of the R.O.C. regarding the Deposit Requests, the Eligible Depositor and/or any Eligible Designee, the actions taken thereunder or otherwise as the Local Custodian determines in its sole good faith discretion may be required and irrevocably and unconditionally waives any objection the Eligible Depositor or Eligible Designee may have thereto on the grounds of confidentiality or otherwise.

## **VI. SUMMARY OF PROCEDURES**

The following procedures will apply to the subject deposits/issuances.

Duly executed Deposit Requests must be submitted to the Local Custodian as follows:

First Commercial Bank, Co., Ltd.  
Trust Department  
17F, 30, Chung King South Road Sec.1,  
Taipei, Taiwan, R.O.C.  
Fax: (886-2) 23897495 or  
(886-2) 23705920 (back up line)

Deposit Requests must be delivered by facsimile subject to the terms of a duly executed Instructions Agreement having been duly delivered to and on file with the Local Custodian at the time on such Deposit Request; provided, that no Deposit Request shall be accepted by the Local Custodian unless signed by a person duly authorized to do so as provided for in the relevant Instructions Agreement and unless, prior to receipt of such Deposit Request, the Local Custodian shall have received the Fee (defined below). Deposit Requests received after 9:00 A.M. on any given Taipei business day shall be deemed received on the following Taipei business day for purposes of allocating availability and otherwise. Except as specifically permitted by this Deposit Procedures Letter and the Deposit Request, no conditions attached to any Deposit Request will be recognized.

Upon receipt of the Deposit Request, the Local Custodian will notify the Eligible Depositor as to availability (see Section I, above) by fax ("Availability Notice") (Attachment III). However, neither the Local Custodian nor the Depositary shall have any responsibility if the Availability Notice is not received for whatsoever reason or if for any reason availability does not remain as of the time of actual deposit.

The Eligible Depositor must complete the deposit of the Shares with the Local Custodian in accordance with Deposit Request and the Availability Notice through the book-entry system maintained by the TSCD by not later than 3:30 P.M. on the second business day following the date of the Availability Notice. If the Eligible

Depositor fails to do so, the Deposit Request will lapse. Please note that no transfer tax payment should be paid prior to receipt of the Availability Notice.

**The above is only a summary. Please carefully review the form of Deposit Request which is incorporated herein by reference as to the details, procedures and the methods to be used.**

**It is also strongly suggested that prior to sending any Deposit Requests, Eligible Depositors contact the Local Custodian by telephone to re-confirm specific procedures and that Deposit Requests be followed up by telephone call to confirm actual receipt. Communications or remittance failures, delays are at the Eligible Depositor's risk.**

#### **VII. TIMING AND COORDINATION**

Availability Limit, Issuer's Re-Issuance Restrictions and other factors may affect deposits. Thus, neither the Representative, the Local Custodian nor any other person or entity (including, but not limited to, the Depository) can assure any Eligible Depositor of the number of Shares which can be deposited.

#### **VIII. PLACEMENT AND EXECUTION OF ORDERS**

All requests to deposit Shares must be deposited to the following account:

Citicorp Financial Services Ltd. as representative of the DR Holders and as nominee for Citibank, N.A. as depository under the [INSERT NAME OF ISSUER] Deposit Agreement.

Neither the Depository nor any other person or entity shall have any duties or obligations to any Eligible Depositor under the Relevant Deposit Agreements unless and until the Shares are deposited into the DR facility.

#### **IX. FEES, COMMISSIONS, EXPENSES AND TAXES**

A non-refundable fee of NT\$5,000 plus NT\$1 per unit (i.e. per 1000 shares) (the "Fee") per request is payable to the Local Custodian together with submission of the Deposit Request. In addition, fees and expenses of the Depository, as provided for in the Relevant Deposit Agreements, shall be payable directly to the Depository prior to the time of issuance of the DR's. All securities transfer or other taxes imposed on any deposit shall be for the sole account of the Eligible Depositor.

#### **X. ADDITIONAL INFORMATION**

Additional information concerning the above may be obtained from any one of the following representatives of Citibank, N.A.:

In New York: Ralph Marinello  
Tel: (1) 212-657-7686  
Fax: (1) 212-657-0998

Robert Kingsley  
Tel: (1) 212-657-7800  
Fax: (1) 212-825-2029

Jason Zoppel  
Tel: (1) 212-657-1985  
Fax: (1) 212-825-2029

In London: Michael Lowe  
Tel: (44) 207-500-2030  
Fax: (44) 207-500-5274

In Taipei: First Commercial Bank, Co., Ltd.  
Ming-Mei Chou  
Tel: (886) 2-23481359  
Fax: (886) 2-23897495  
E-Mail : i70021@firstbank.com.tw

#### **XI. TRANSMITTAL OF INFORMATION**

Each Eligible Depositor is required to transmit the information contained in this Deposit Procedures Letter to any Eligible Designee on whose behalf he/she/it may be acting in making a Deposit Request.

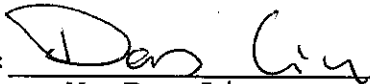
Each time an Eligible Depositor delivers a Deposit Request, such Eligible Depositor shall be deemed thereby to represent and warrant to the Representative and the Local Custodian that the Eligible Designee (if applicable) has received this Deposit Procedures Letter and has agreed to all of the terms and procedures set forth herein and in such Deposit Request.

#### **XII. DEPOSIT REQUESTS**

Upon satisfaction of the conditions described herein, Eligible Depositors may, subject to the Availability Limit, the Issuer's Re-Issuance Restrictions and the Deposit Restrictions submit properly completed and duly and validly executed Deposit Requests to the Local Custodian. No Deposit Request will be processed by the Local Custodian unless and until the Local Custodian receives a properly, duly and validly executed Deposit Request and the Fee.

Very truly yours,

**FIRST COMMERCIAL BANK**

By:   
Name: Mr. Dar Liu  
Title: Vice President & General Manager

Accepted and Agreed:  
[NAME OF ADDRESSEE]

By: \_\_\_\_\_  
Name:  
Title:

ATTACHMENTS:

ATTACHMENT I	DEPOSIT REQUEST (this is for daily transaction)
ATTACHMENT II	AGREEMENT TO CARRY OUT FAX INSTRUCTIOSN AND SIGNATORY AUTHORIZATION
ATTACHMENT III	AVAILABILITY NOTICE

**DEPOSIT REQUEST**

TO : CITIBANK, N.A., NEW YORK  
FROM : FIRST COMMERCIAL BANK, CO., LTD. ("Local Custodian")  
TRUST DEPARTMENT  
RE : [FIRST FINANCIAL HOLDING CO., LTD.] (the "Issue")

We forward the following received by us.

REQUEST FOR DEPOSIT OF SHARES AND  
ISSUANCE OF DEPOSITARY RECEIPTS  
("Deposit Request")

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TO : FIRST COMMERCIAL BANK, CO., LTD.  
TRUST DEPARTMENT  
FROM : \_\_\_\_\_ ("Depositor")  
DATE :  
<sup>1</sup>TIME :

1. DEPOSIT REQUEST.

This is a request for deposit of Shares through the book-entry system maintained by the Taiwan Securities Central Depository Co., Ltd. ("TSCD") and issuance of depositary receipts as described below on the terms and conditions set out herein below.

- (a) **Name of Issuer:**
- (b) **Depository: Citibank, N.A.**
- (c) **Number of Shares Requested to be deposited ("Requested Number of Shares")<sup>2</sup>:**

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<sup>1</sup>/ Any request received by the Local Custodian after 9:00 a.m., Taipei Time on any Taipei business day shall be deemed received on the next Taipei business day for purposes of allocating availability and otherwise.

<sup>2</sup> / If the Requested Number of Shares exceeds the Availability Limit (see Deposit Procedures Letter, Section I), the Requested Number



(the number of Shares requested shall be not less than 50,000 Shares)

(d) **Tranche:**  **Rule 144A**     **Regulation S**     **ADR**

(e) <sup>3</sup>**Depositor's Taiwan Broker:**  
("Taiwan Broker")

Name:

Broker's TSCD Code:

Tel No.:

Fax No.:

Contact Person:

(f) **Depositor's Contact Information:**

Name:

Depositor's TSCD Account No.:

Tel No.:

Fax No.:

Contact Person:

(g) **DR Issuance Instructions (subject to Citibank's U.S. Counsel's review and comment):**

DTC/Euroclear Account:

Name:

Contact Person:

Telephone No:

Fax No.:

The Depositor represents and warrants that (i) if Rule 144A is designated in item 1(d), above, the person to acquire the Rule 144A DRs is, a Qualified Institutional Buyer as defined in Rule 144A promulgated under the U.S. Securities Act of 1933 and (ii) if Regulation S is designated in item 1(d), above, the person to acquire the Regulations S DRs is not a U.S. Person (as defined in Regulation S promulgated under the U.S. Securities

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of Shares shall automatically be reduced accordingly (rounded down to the nearest whole lot, i.e. 1,000 shares).

<sup>3</sup>/ Each request may designate only one Taiwan Broker for delivery/deposit of Shares through TSCD's book-entry system.

Act of 1933) and has complied with the certification requirements provided for in the relevant Deposit Agreement.

2. PROCEDURES.

- (A) This Deposit Request shall be faxed by the Depositor to the Local Custodian at:

FIRST COMMERCIAL BANK, CO., LTD.  
TRUST DEPARTMENT

FAX NOS: 886-2-23897495\_OR 886-2-23705920

NOTES: (i) PRIOR TO FAXING DEPOSIT REQUEST, DEPOSITOR MUST HAVE IN PLACE WITH THE LOCAL CUSTODIAN AN AGREEMENT TO CARRY OUT FAX INSTRUCTIONS AND SIGNATORY AUTHORIZATION ("INSTRUCTIONS AGREEMENT") AND A SIGNED DEPOSIT PROCEDURES LETTER;

(ii) THE LOCAL CUSTODIAN SHALL HAVE NO OBLIGATION TO ACT UPON THIS DEPOSIT REQUEST UNLESS ALL ITEMS HEREIN ARE COMPLETE AND UNAMBIGUOUS, THIS DEPOSIT REQUEST IS SIGNED BY A PERSON SO AUTHORIZED IN THE INSTRUCTIONS AGREEMENT ("AUTHORIZED PERSON") AND THE DEPOSIT HAS BEEN RECEIVED.

- (B) the Depositor shall remit an amount equal to NT\$5,000 plus NT\$1 per unit (i.e. per 1,000 shares) ("Fee") to the Local Custodian's Account as follows ("Account"):

Bank : FIRST COMMERCIAL BANK,  
BUSINESS DEPT.  
SWIFT CODE : FCBKTWTP

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A/C Name is abbreviated  
as : FCB AS CUSTODIAN OF FIRST FINANCIAL HOLDING  
CO., LTD.DR PROGRAM.

A/C No. : 09310119779

Reference: [NAME OF ISSUER] DR Program/[NAME  
OF REMITTER] in the name of  
[DEPOSITOR]

(if remitter is located in Taipei ,Taiwan  
the account name is abbreviated in Chinese  
as : 第一金控 2003 年存託憑證專戶

Bank Code: 007, Branch Code: 0937 營業部)

ONCE THE FEE IS SO REMITTED, THIS DEPOSIT REQUEST SHALL BE IRREVOCABLE AND THE FEE WILL NOT BE REFUNDED FOR ANY REASON.

THE LOCAL CUSTODIAN SHALL NOT BE OBLIGATED TO ACT ON ANY DEPOSIT REQUEST UNLESS AND UNTIL THE LOCAL CUSTODIAN

ACTUALLY CONFIRMS RECEIPT OF (I) THIS DEPOSIT REQUEST, DULY AND VALIDLY EXECUTED AND (II) THE FEE IN GOOD FUNDS.

- (C) Once this Deposit Request has been accepted by the Local Custodian and if the Requested Number of Shares is within the Availability Limit, the Local Custodian will fax an Availability Notice to the Depositor and TSCD provided, that neither the Local Custodian nor the Depositary shall have any responsibility if the Availability Notice is not received for whatsoever reason or if for any reason availability does not remain as of the time of actual deposit.
- (D) THE ELIGIBLE DEPOSITOR MUST COMPLETE THE DEPOSIT OF THE RELEVANT SHARES WITH THE LOCAL CUSTODIAN BY 3:30 P.M. ON THE SECOND TAIPEI BUSINESS DAY ("BUSINESS DAY") FOLLOWING THE DATE OF THE AVAILABILITY NOTICE. IF THE LOCAL CUSTODIAN DOES NOT CONFIRM RECEIPT OF THE RELEVANT SHARE BY SUCH TIME, THIS DEPOSIT REQUEST SHALL BE DEEMED CANCELED AND THE LOCAL CUSTODIAN SHALL NOT BE OBLIGATED TO ACT THEREON.
- (E) Once the Local Custodian has verified receipt of the relevant Shares, the Local Custodian shall notify the Depositary and the Depositary shall (subject to the certification or other requirements provided for in the relevant Deposit Agreement) issue the DR's to the DTC/Euroclear account designated by the Eligible Depositor in this Deposit Request.

3. DEPOSIT PROCEDURES LETTER.

This Deposit Request is subject to and governed by that certain Deposit Procedures Letter, dated \_\_\_\_\_, 2003, ("Deposit Procedures Letter"). All capitalized terms used herein and not otherwise defined herein are used as defined in the Deposit Procedures Letter.

4. INDEMNITY.

The Depositor agrees to indemnify the Representative, the Local Custodian, the Depositary, each affiliate thereof and the officers, directors, employees and agents of each of them and to hold each harmless, against all costs, liabilities and expenses, including (without limitation) any legal fees and disbursements, arising directly or indirectly from the actions taken or omitted to be taken by them pursuant to this Deposit Request.

5. FEES, COMMISSIONS AND TAXES.

In addition to the Fee, all fees and expenses of the Depositary as provided for in the Relevant Deposit Agreements shall be payable to the Depositary prior to the time of issuance of the depositary shares and all securities transfer or other taxes arising from the requested deposit shall be borne solely by the Depositor.

6. GOVERNING LAW AND JURISDICTION.

This Deposit Request shall be governed by and construed in

accordance with the laws of the R.O.C.

This Deposit Request is made as of the date first above written.

[TYPED NAME OF DEPOSITOR]

\*By:

\_\_\_\_\_  
Name:

Title:

\* SIGNATORY MUST BE NAMED AS AUTHORIZED PERSON IN INSTRUCTIONS AGREEMENT FILE WITH LOCAL CUSTODIAN.

**AGREEMENT TO CARRY OUT  
FAX INSTRUCTIONS AND SIGNATORY AUTHORIZATION  
(DEPOSIT REQUESTS)**

First Commercial Bank, Co., Ltd.  
Trust Department  
17F, 30, Chung King South Road Sec. 1,  
Taipei, Taiwan, R.O.C.  
(the "Local Custodian")

Date:

**Re: FIRST FINANCIAL HOLDING CO., LTD. (the "Issues")**

Gentlemen:

This is to acknowledge that the undersigned has received, read and understands the contents of that certain Deposit Procedures Letter, dated \_\_\_\_\_, 2003, with respect to the procedures for deposit of Shares into the DR facility and the issuance of depositary receipts under the above referenced Issues ("Deposit Procedures Letter"). Defined terms used herein and not otherwise expressly defined herein are used as defined in the Deposit Procedures Letter.

This letter shall constitute an Agreement to Carry Out Fax Instructions and Signatory Authorization as described and defined in the Deposit Procedures Letter. The purpose of this Agreement is to agree on the forms, terms and conditions under which instructions and communications to be given or made by the Eligible Depositor will be recognized and carried out by the Local Custodian in performing its services and other related activities in connection with the Deposit Procedures Letter. To that effect, the undersigned, an officer of the Eligible Depositor with full power and authority to execute and deliver agreements with respect to the transactions contemplated by the Deposit Procedures Letter and being fully aware of the risks associated with transmitting instructions via facsimile, hereby authorizes the Local Custodian to act in compliance with the procedures stated herein notwithstanding anything to the contrary contained in the Deposit Procedures Letter.

This will confirm to the Local Custodian that the persons whose names, titles and specimen signatures are set out below ("Authorized Persons") are authorized to execute Deposit Requests and all other instructions and communications related thereto (collectively, "Instructions").

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned hereby requests, authorizes and instructs you to accept, rely and act upon Instructions given by Authorized Persons sent by facsimile transmission, courier or mail.

All instructions and communications given or made by facsimile in accordance with the foregoing shall be confirmed in writing, signed by an authorized signatory of the Eligible Depositor and marked "CONFIRMAITON", such confirmation to be dispatched to the Local Custodian on the same day as the relative instruction or communication shall have been given or made. However, should the Local Custodian not receive such confirmation then the Local Custodian shall be absolved of any liability whatsoever for any act or omission relating to such instruction or communication.

The Local Custodian shall be at liberty, in its sole and unfettered discretion, to refuse to accept any instruction or communication given or made by facsimile.

The Local Custodian shall have no duty to verify the contents of any Deposit Request or the sender or conformer thereof, and the Eligible Depositor expressly agrees to be bound by any Deposit Request, whether or not authorized, transmitted in its name or accepted by the Local Custodian or its agent.

The Eligible Depositor hereby certifies that investment capitals are not from Mainland China and agrees that, absent the Local Custodian gross negligence and willful misconduct, the Local Custodian shall be indemnified for and held free and harmless from and against any and all responsibility for, and any and all costs, claims, losses or liabilities of any nature (direct or indirect) (including legal fees and expenses) incurred by the Local Custodian, any of its agents, or any third party attributable to or resulting from the acceptance and execution of instructions or communications in accordance with this Agreement or any error in transmission of any instruction or communication or as a result of the Local Custodian acting on any instruction or communication which the Local Custodian believes in good faith to be given or made by or on behalf of an Eligible Depositor or as a result of any act or omission in connection with this Agreement; and the Local Custodian is authorized to act without further inquiry upon any instruction or communication believed in good faith by the Local Custodian to be an instruction or communication so given or made. This indemnification shall survive the termination of this Agreement.

This Agreement shall apply to all Deposit Requests with respect to any Issue. Any revocation, amendment or modification of this Agreement shall only be effective upon the Local Custodian's actual receipt thereof in writing executed by the undersigned.

The undersigned represents and warrants to the Local Custodian

that attached hereto is a true and a correct copy of the authority under which this Agreement is executed and that same remains valid and in full force and effect as of the date hereof.

By: \_\_\_\_\_ \*

Name:

Title:

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- Must be signed by corporate officer or director with evidence of authority attached (MOEA Card required for corporate Depositor and I.D. Card required for individual Depositor) and such signature must be witnessed by First Commercial Bank, Co., Ltd. Officer, or Notarized by Notary, or an authorized Signature appeared on authorized copy of broker's signature book and signature book can be prepared in paper or electronic format.

致：楊曉菁小姐(傳真：2504-1670;電話：2509 0456 ext.898)台灣證券集中保管股份有限公司(下稱「集保」)

存股股東：\_\_\_\_\_ 傳真：\_\_\_\_\_

存託機構提供之參與海外存託憑證發行文件(AVAILABILITY NOTICE)  
(由存託機構傳真至存託股東於存託股票申請書1(f)上所載之傳真號碼)  
(To be sent to Eligible Depositor by fax  
at fax No. specified in Item 1(f) of Deposit Request)

日期：\_\_\_\_\_ (Date)

以下由存託股東填寫 (To be filled in by Depositor)

存託股東之申請日期：\_\_\_\_\_ (Depositor's Request date)

表彰海外存託憑證之原有價證券中文名稱：\_\_\_\_\_ (Chinese name of Underlying Shares of the Issuer)

存託股東申請存託之股數：\_\_\_\_\_ (No. of Shares requested to be deposited)

存託股東開立集保帳戶之參加人名稱：\_\_\_\_\_ (Depositor's Taiwan Broker)

存託股東向集保參加人(券商)開立之集保帳戶中文名稱：\_\_\_\_\_ (Depositor's TSCD Chinese account name)

存託股東向集保參加人(券商)開立之集保帳號：\_\_\_\_\_ (Depositor's TSCD Account Number with Taiwan Broker)

以下由保管機構填寫 (To be filled in by Local Custodian)

保管機構同意得由存託股東存託之股數：\_\_\_\_\_ (No. of Shares allowed by Local Custodian and allocated to Depositor)

保管機構之集保帳號及戶名：\_\_\_\_\_ (Local Custodian's TSCD Account No.)

股東應透過集保劃撥至保管機構帳戶之截止時間：\_\_\_\_\_ (Shares delivery deadline)

海外存託憑證經主管機關核准總發行額度為\_\_\_\_\_ 普通股； 截至\_\_\_\_\_ 月\_\_\_\_\_ 日\_\_\_\_\_ 年可再發行之額度為\_\_\_\_\_ 普通股 (As of today, DR total issuance and DR availability)

(如保管機構未於前揭截止時間前透過集保之帳簿劃撥系統確認收訖相關股份，存託股東之存託股票申請應視為撤銷)

(If the Local Custodian does not confirm receipt of the relevant Shares by such deadline, the Deposit Request shall be deemed canceled)

第一商業銀行信託部  
First Commercial Bank, Co., Ltd.  
Trust Department

授權簽字人員 \_\_\_\_\_