

PURCHASE PROCEDURES LETTER

Date:

To: _____

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

This purchase procedures letter ("Purchase Procedures Letter") outlines the procedures by which persons wishing to acquire ordinary shares ("Shares") of Taiwan issuers ("Issuers") who have established depositary receipt facilities with Citibank, N.A., as depositary (the "Depositary") ("Issuers") (a list of the current such Issuers is attached hereto as Attachment IV), may request purchase of Shares for deposit with First Commercial Bank, Co., Ltd. (the "Local Custodian") for the creation of interests in Global Depositary Receipts ("GDRs") or Rule 144A American Depositary Receipts ("RADRs").

The procedures described herein relate solely to the above described purchase of Shares for deposit into the subject facility ("Purchase Procedures") and are separate and distinct from the procedures ("Deposit Procedures") applicable to requests for the deposit of Shares into the subject facilities ("Deposit Requests"). Deposit Requests (and Deposit Procedures) shall be governed by a separate Deposit Procedures Letter therefor ("Deposit 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 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 "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 Purchase Procedures Letter are subject in all respects to the provisions of the Relevant Deposit Agreements, the terms of the Purchase/Deposit/Issuance Request (Attachment 1) ("Request"), 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 Deposit 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 increat 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 Request for the re-issuance of DR's, Eligible Requesters (defined below) are advised to contact the Local Custodian by telephone to ascertain whether the Request is subject to any Issuer's Re-Issuance Restrictions.

Neither the Depository, 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. Requests with respect to any given issue will, subject to same day receipt of the remittances described below, be processed in order of actual receipt by the Local Custodian.

II. 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 Depositary in advance, Eligible Requesters or their designees, as applicable, will be required to certify to the Depositary that they are not Affiliates of the Issuer as defined in the Relevant Deposit Agreements.

To the extent a particular Request relates to DR's not registered with the United States Securities and Exchange Commission, the entity to which this Purchase Procedures Letter is addressed or, if a broker-dealer, the entity or person for which the broker-dealer is acting must be, an 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 ("Eligible Requesters") and must comply with the certification requirements provided for in the Relevant Deposit Agreement.

III. REQUESTS

Upon satisfaction of the conditions described herein, Eligible Requesters may, subject to Availability Limit and the Issuer's Re-Issuance Restrictions, request that underlying Shares be purchased on their behalf in the Republic of China ("R.O.C.") securities market in lots of 1,000 Shares ("Whole Lots") only by (i) submitting to the Local Custodian a properly completed and duly and validly executed Request and (ii) remitting to the Local Custodian funds sufficient therefor as described below. No Request will be processed by the Local Custodian unless and until the Local Custodian confirms actual receipt of such funds in United States Dollars and receives a properly and duly and validly executed Request.

IV. SUMMARY OF PROCEDURES

As described in more detail in the Request, the following procedures will apply to the subject purchases/deposits/issuances.

- (a) Duly executed Requests must be submitted to the Local Custodian as follows:

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

Requests may 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 of such Request; provided, that no 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. Except as specifically provided in this Purchase Procedures Letter and the Request, no conditions attached to any Request will be recognized.

- (b) Together with each Request, the Eligible Requester shall remit (issue swift MT103 directly) an amount equal to one hundred twenty percent (120%) of the U.S. Dollar equivalent of (i) the closing price of the Shares on the immediately preceding date on which trading was conducted on the Taiwan Stock Exchange or the Gre Tai Securities Market (each such date on which trading is conducted being a "Trading Day"), multiplied by (ii) the number of Shares requested in such Request, to the Local Custodian's Account,
Account No. 09310119779 with First Commercial Bank
Business Department
(swift address: FCBKTWTP)

Account name is abbreviated as: FCB AS CUSTODIAN OF
FIRST FINANCIAL HOLDING CO LTD DR PRODGAM.

US currency correspondent bank: CITIBANK, N.Y.,
(swift address: CITIUS33)

The exchange rate to be used in calculating such amount is the spot rate appearing on Reuters Screen page TPF1 at close of business (Taipei time) on the date of remittance. If the Local Custodian has not confirmed receipt of such amount as of close of business (Taipei time) on the second Taipei banking business day ("Business Day") following the date of the Local Custodian's receipt of the Request, such Request will be deemed cancelled and the Local Custodian will not be required to act thereon. No interest shall be paid on remitted funds and all fund transfers are at the sole risk and expense of the Eligible Requester.

- (c) After the Local Custodian receives a Request it will, when operationally practical (but in any event no later than the Trading Day following the Business Day on which the Local Custodian confirms receipt of funds) and subject to the Local Custodian's reconfirmation that sufficient DR's remain available for issuance, give an "at the market" order to the Eligible Requester's broker (see below) to purchase the requested number of Shares (subject to reduction due to lack of availability or insufficient advanced funds (see below) but not increase on account of excess advance funds). If receipt of funds is confirmed after 6:00 P.M. (Taipei time), such receipt will be deemed to have been confirmed on the next following Business Day. If all of the requested number of Shares cannot be, or are not, for any reason (including but not limited to the Availability Limit and the Issuer's Re-Issuance Restrictions) purchased on the Trading Day on which such instruction is given, the instruction will be cancelled as to such portion of the requested Shares not so purchased. Brokers will only be permitted to purchase such number of Shares as will equal a whole number of DR's.

Once given to a broker instructions may not be modified, revised or in, any manner whatsoever, amended. Eligible Requesters may not directly instruct the selected broker.

- (d) Upon receipt from the relevant broker of the confirmation of the actual number of Shares purchased and the purchase price thereof, the Local Custodian will notify the Eligible Requester thereof by fax to the fax number specified in the Request and of the amount drawn from the advanced funds for settlement (and payment of commissions and fees) and cause the balance, if any, to be remitted back to the Eligible Requester as per the repatriation remittance instructions set out in the Request. If due to exchange rate fluctuations or otherwise the remitted amount is insufficient to settle the transaction and pay the fees and commissions associated therewith, the Eligible Requester is required to immediately remit to the Local Custodian the balance. If the Eligible Requester fails to do so, the Local Custodian may reverse the entire transaction and all costs and expenses (including all losses as a result of such

reversal) arising therefrom shall be borne by the Eligible Requester.

Neither the Representative, the Local Custodian nor any other person or entity, including, but not limited to, the Depository will have any liability for interest on funds remitted or returned funds and all transfers of such funds are solely at the risk and expense of the Eligible Requesters. Except for making a reasonable effort to follow the procedures described above, neither the Representative, the Local Custodian nor any other person or entity including, but not limited to, the Depository will have any responsibility or liability for the timing of remittance of returned funds.

- (e) Upon and subject to actual settlement, the Local Custodian will so notify the Eligible Requester and direct the broker to deposit the acquired Shares with the Local Custodian for the issuance of DR's in accordance with the provisions of the Relevant Deposit Agreement, including, but not limited to, any certification requirements contained therein.

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

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

V. TIMING AND COORDINATION

As purchases are subject to Availability Limit, Issuer's Re-Issuance Restrictions, market movements, foreign exchange control procedures and other factors, neither the Representative, the Local Custodian nor any other person or entity (including, but not limited to, the Depository) can assure any Eligible Requester of the number of Shares which can be purchased, the pricing thereof or the timing of any purchase, if any.

The procedures set out above anticipate, that under optimum conditions and subject to receipt of funds, trades will be initiated on the Trading Day next following the Business Day on which both a Request and funds have been received. **However, delays are clearly possible and are at the Eligible Requester's risk.**

VI. PLACEMENT AND EXECUTION OF ORDERS

All instructions to brokers to purchase Shares must designate that DR's are to be issued with respect thereto and that as a result thereof the Shares must be purchased, for the following account:

Citicorp Financial Services Ltd. as representative of the DR Holders and as nominee for Citibank, N.A. as depositary under the [insert name of issuer] Deposit Agreement.

Neither the Depositary nor any other person or entity shall have any duties or obligations to any Eligible Requester under the Relevant Deposit Agreement unless and until the Shares are delivered to the Local Custodian and deposited into the DR facility. All instructions to brokers will be delivered as the agent of, and as an accommodation to, and solely at the risk and expense of the Eligible Requester. **Except for making a reasonable effort in accordance with the procedures described above, neither the Representative, the Local Custodian nor any other person or entity, including, but not limited to, the Depositary will have any liability for any failure to purchase Shares, the timing of purchase, or the price paid. Neither the Representative, the Local Custodian nor any other person or entity including, but not limited to, the Depositary will have any liability for any act or omission of any broker to which any order is conveyed.**

Requests shall specify the number of Shares to be purchased provided that if the actual amount of remitted funds received is less than one hundred ten percent (110%) of the closing price of the relevant Shares on the Trading Day next preceding the day on which the instructions are given to the broker multiplied by the number of the Shares requested and/or Shares are not available, the Local Custodian may in its sole and absolute discretion reduce the number of Shares to be purchased to a Whole Lot amount which is a whole number multiple of DR's such that remitted funds

are not less than one hundred ten percent (110%) of such closing price multiplied by such reduced number of Shares and/or to a Whole Lot amount within the Availability Limit.

VII. SELECTION OF BROKER

Eligible Requesters are required to designate in the Request a securities broker in the R.O.C. through which Shares are to be purchased ("Selected Broker") from among the brokers with which the Local Custodian has established accounts as listed on Attachment III hereto ("Eligible Brokers").

Due to regulatory and market constraints, the Local Custodian will not place orders with any broker other than an Eligible Broker. If the Selected Broker designated in the Request is not an Eligible Broker or no Selected Broker is designated therein, the Local Custodian, in its sole discretion, will randomly select one or more Eligible Brokers to execute the Request and the broker(s) so selected shall be deemed to have been selected by the Eligible Requester for all purposes of the Request.

VIII. FEES, COMMISSIONS AND EXPENSES

The following fees, commissions and expenses will be payable by the Eligible Requester and deducted from the remitted funds:

To the Local Custodian: NT\$2,000 per settlement
NT\$1,000 per cross border funds
Transfer

To the Broker : 0.1425% of purchase price

In addition, fees and expenses of the Depository, as provided for in the Relevant Deposit Agreement, shall be payable directly to the Depository prior to the time of issuance of the DR's.

IX. 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: (212) 657-7686
Fax: (212) 657-0998

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

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

In London: Michael Lowe
Tel: (44-171) 234-2030
Fax: (44-171) 234-5274

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

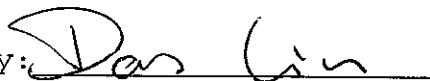
X. TRANSMITTAL OF INFORMATION

Each Eligible Requester is required to transmit the information contained in this Purchase Procedures Letter to any customer of such Eligible Requester on whose behalf it may be acting in making a Request ("Customer").

Each time an Eligible Requester delivers a Request, such Eligible Requester shall be deemed thereby to represent and warrant to the Representative and the Local Custodian that the Customer on whose behalf it is submitting such Request has received this Purchase Procedures Letter and has agreed to all of the terms and procedures set forth herein and in such Request.

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	Request
Attachment II	Agreement to Carry Out Fax Instructions and Signatory Authorization
Attachment III	Eligible Brokers list
Attachment IV	Current Issuers

ATTACHMENT I TO
PURCHASE PROCEDURES LETTER

PURCHASE/DEPOSIT/ISSUANCE REQUEST

TO : First Commercial Bank, Co., Ltd.
Trust Department
Fax No: 886-2-23897495 (Local Custodian) or
886-2-23705920 (back-up line)

RE : [FIRST FINANCIAL HOLDING CO., LTD.] (the "Issue")

FROM : CITIBANK, N.A., NEW YORK
(as agent for the Requester)

We forward the following received by us.

**REQUEST FOR PURCHASE OF SHARES/DEPOSIT/ISSUANCE
OF DEPOSITARY RECEIPTS**
_____ ("Request")

TO : First Commercial Bank, Co., Ltd.
Trust Department

FROM : _____ ("Requester")
Acting on behalf of: _____

DATE :

1. **REQUEST.**

This is to request purchase of Shares/deposit of Shares/issuance of depositary receipts as described below on the terms and conditions set out herein below.

(a) **Name of Issuer:**

(b) **Depositary:** Citibank, N.A.

(c) **Number of Shares Requested:**

(units of 1,000 Shares only) ("Whole Lots")
Representing _____ DR's (each DR represents
____ Shares).

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

* (e) **Selected Taiwan Broker:**
("Selected Broker")

(f) **Pre-Advice:**

Remittance Bank:

Amount Remitted:

Value Date:

(g) **Requester Contact Information:**

Name:

Address:

Contact Person:

* Broker to be selected from among list of Eligible Brokers listed in Schedule III to the Purchase Procedures Letter referred to in Section 3(c), below. Please note Section VI of the Purchase Procedures Letter in this regard.

Fax:

Telephone:

(h) Repatriation Remittance Instructions:

Remittee Bank:

ABA#:

Requester's Account No.:

Beneficiary:

(i) DR Issuance Instructions:

DTC/Euroclear Account:

Name:

Contact Person:

Telephone No:

Fax No:

2. PROCEDURES.

- (a) This request shall be faxed by the Requester 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 REQUEST, REQUESTER MUST HAVE IN PLACE WITH THE LOCAL CUSTODIAN AN AGREEMENT TO CARRY OUT FAX INSTRUCTIONS AND AND SIGNATORY AUTHORIZATION ("INSTRUCTIONS

AUTHORIZATION") AND A SIGNED PURCHASE PROCEDURES LETTER;

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

(b) Together with the Request, the Requester shall remit (issue swift MT103 directly) an amount equal to one hundred twenty percent (120%) of the Base Amount ("Advance Amount") to the Local Custodian's Account, Account No. 09310119779 with First Commercial Bank Business Department (swift address: FCBKTWTP), Account name is abbreviated as :FCB as custodian of First Financial Holding Co., Ltd. Dr program. Ref: [name of Issuer] DR, (US currency correspondent bank: CITIBANK, N.A. New York, swift address: CITIUS33),

For purposes of the above, Base Amount shall mean as of any given date, (i) the closing price of the shares of the Issuer ("Shares") on the immediately preceding date on which trading was conducted on the Taiwan Stock Exchange or the Gre Tai Securities Market ("Trading Day"), multiplied by (ii) the number of Shares requested under Section 1(c), above ("Requested Share Number") and converted into US Dollars at the rate which is the spot rate appearing on Reuters Screen page TPF1 at close of business (Taipei time) on date of remittance. ONCE FUNDS ARE SO REMITTED, THIS REQUEST SHALL BE IRREVOCABLE. THE REQUESTER SHALL BEAR ALL MARKET, EXCHANGE RATE AND OTHER RISKS ASSOCIATED WITH REMITTANCE OF THE BASE AMOUNT INCLUDING DELAYS THEREIN AND NO INTEREST SHALL BE PAID THEREON. THE LOCAL CUSTODIAN SHALL NOT BE OBLIGATED TO INITIATE ANY TRANSACTION UNLESS AND UNTIL THE LOCAL CUSTODIAN ACTUALLY CONFIRMS RECEIPT OF THIS REQUEST, DULY AND VALIDLY EXECUTED AND

OF THE ADVANCE AMOUNT IN GOOD FUNDS IN THE ACCOUNT. IF THE LOCAL CUSTODIAN DOES NOT SO CONFIRM RECEIPT OF THE ADVANCE AMOUNT AS OF CLOSE OF BUSINESS ON THE SECOND TAIPEI BANKING BUSINESS DAY ("BUSINESS DAY") FOLLOWING THE RECEIPT DATE, THIS REQUEST SHALL BE DEEMED CANCELLED AND THE LOCAL CUSTODIAN SHALL NOT BE OBLIGATED TO ACT THEREON. THE LOCAL CUSTODIAN SHALL ALSO NOT BE OBLIGATED TO ACT ON REMITTANCES RECEIVED WHICH ARE NOT PROCEEDED BY A FULLY COMPLETED REQUEST.

On the Trading Day next succeeding the Business Day on which the Local Custodian confirms receipt of the Advance Amount and reconfirms that sufficient DR's remain available for issuance (the "Execution Date"), the Local Custodian shall give an "at the market" order to the Selected Broker to purchase the Requested Share Number; provided, that:

- (i) If receipt of funds is confirmed after 6:00 P.M. (Taipei time), such receipt shall be deemed to be confirmed on the next following Business Day;
- (ii) If the actual amount received in the Account ("Actual Amount") is less than one hundred and ten percent (110%) of the Base Amount as of the Business Day next proceeding the Execution Date and/or if Section 3(d), below, applies, the Local Custodian may in its sole and absolute discretion reduce the Requested Share Number to a Whole Lot amount such that the Actual Amount is not less than one hundred and ten percent (110%) of such Base Amount calculated on the basis of such Reduced Share Number and/or to a Whole Lot amount within the Availability Limit (as defined in Section 3(d), below), as applicable;
- (iii) The Selected Broker may only purchase such number of Shares as will equal a whole number of depositary shares.

- (iv) Upon receipt from the Selected Broker of the confirmation of the actual number of Shares purchased and the purchase price thereof, the Local Custodian shall notify the Requester by fax to the fax number specified in Section 1(g), above thereof, and of the amount drawn from the Actual Amount for settlement (and payment of the commissions and fees described below) and cause the balance of the Actual Amount, if any, to be remitted back to the Requester as per the repatriation remittance instructions set out in Section 1(h), above. Such remittance shall be at the risk of the Requester and neither the Local Custodian, Citicorp Financial Services Ltd. (the "Representative") nor any other person or entity including, but not limited to, the Depositary, shall be liable for delays therein or for payment of interest thereon. If due to exchange rate fluctuations or otherwise the Actual Amount is insufficient to settle the transaction and pay the fees and commissions associated therewith, the Requester shall cause to be remitted to the Local Custodian for receipt not later than by 12:00 P.M. (Taipei time), one Business Day after the Execution Date funds sufficient (as determined by the Local Custodian) to cover the short fall. If the Requester fails to do so, the Local Custodian may reverse the entire transaction and all costs and expenses (including all losses associated therewith) will be borne by the Requester;
- (v) If the Requested Share Number cannot be, or are not, for any reason purchased on the Execution Date, this Request shall be deemed cancelled as to such portion of the Requested Share Number not so purchased; and

(vi) Upon and subject to actual settlement, the Local Custodian shall so notify the Requester and direct the broker to deposit the acquired Shares with the Local Custodian for the issuance of depositary shares in accordance with the provisions of the relevant deposit agreement entered into by and between the Depository, the issuer of the Shares and holders of depositary receipts from time to time issued thereunder ("Deposit Agreement") including, but not limited to, any certification requirements contained therein.

3. **REQUESTER AGREEMENTS.**

The Requester agrees, acknowledges and understands with respect to the foregoing that:

- (a) **Purchase Procedures Letter.** The Requester and its customer, as the case may be, has received, read and understands the purchase procedures letter, dated _____, 2003, issued by _____ ("Purchase Procedures Letter"); the Requester represents and warrants to the Local Custodian that (i) if Rule 144A is designated in item 1(d), above, it/he/she is, or its customer has certified to it/he/she that such customer 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, it/he/she is, or its customer has certified it that such customer is, not a U.S. Person (as defined in Regulation S promulgated under the U.S. Securities Act of 1933) and that it/he/she and its customer, if applicable, has complied with Section II of the Purchase Procedures Letter.
- (b) **Requester's Risk.** All instructions to brokers to purchase Shares must designate that depositary shares are to be issued with respect thereto and that in order

to do so, the Shares be purchased for the following account:

Citicorp Financial Services Ltd. as representative of the DR Holders and as nominee for Citibank, N.A. as depositary under the [insert name of issuer] Deposit Agreement.

Neither the Depositary nor any other person or entity shall have any duties or obligations to any Requester unless and until the Shares are delivered to the Local Custodian and deposited into the DR facility. All instructions to brokers will be delivered as an accommodation to and solely at the risk and expense of the Eligible Requester. EXCEPT FOR MAKING A REASONABLE EFFORT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ABOVE, NEITHER THE REPRESENTATIVE, THE LOCAL CUSTODIAN NOR ANY OTHER PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, THE DEPOSITARY WILL HAVE ANY LIABILITY FOR ANY FAILURE TO PURCHASE SHARES, THE TIMING OF PURCHASE, OR THE PRICE PAID. NEITHER THE REPRESENTATIVE, THE LOCAL CUSTODIAN NOR ANY OTHER PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, THE DEPOSITARY WILL HAVE ANY LIABILITY FOR ANY ACT OR OMISSION OF ANY BROKER TO WHICH ANY ORDER IS CONVEYED.

The issuance requested herein is contingent upon purchase of the underlying Shares, the availability of which is subject to legal and regulatory restrictions, market conditions, counter party risk, currency controls and other factors. Neither the Depositary, the Representative, the Local Custodian nor any other person or entity shall have any liability whatsoever to the Requester for any failure or inability to purchase underlying Shares or for the manner or price at which of such Shares may be purchased.

- (c) **Not a Broker.** In transmitting and implementing this Request, the Depositary, the Representative and the Local Custodian are acting solely as agent of the

Requester. Neither the Representative, the Local Custodian nor any other person or entity including, but not limited to, the Depository is acting as a broker or financial advisor or in any other fiduciary capacity for the Requester. All market, currency fluctuation, settlement, foreign exchange, legal and regulatory and other risks associated with carrying out this Request shall be borne by the Requester. The Selected Broker has been (or pursuant to Section VII of the Purchase Procedures Letter, is deemed to have been) selected by the Requester and neither the Depository, the Representative, the Local Custodian nor any other person or entity shall have any liability for the actions or inactions of the Selected Broker.

- (d) **Availability.** Under applicable Republic of China ("R.O.C.") laws and regulations, Shares may be purchased hereunder only in an amount equal to (i) the number of depository shares which were originally issued and deposited in the facility under the Issue plus those issued as a result of a dividends on or free distribution of the Shares underlying such originally issued depository shares or exercise by DR's holders of their pre-emptive rights in connection with Issuer's capital increase for cash and less (ii) the number of Shares which are currently deposited in the facility ("Availability Limit"). Requests will be handled by the Local Custodian on a first come first serve basis. Subject to the same day receipt of the remittance described in Section 2(b), above, order of priority will be based on time of actual receipt by the Local Custodian of complete clear and unambiguous written Requests. If such remittance is received on a day subsequent to the date on which the Request is received, priority will be based on time of the Local Custodian's confirmation of receipt of such remittance.

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 the Requester. In the

event that the Requested Share Number herein exceeds the Availability Limit, the Requested Share Number shall automatically be reduced to the number of Availability Limit (rounded down to the nearest Whole Lot).

- (e) **Ambiguous Requests.** If this 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 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 this Request to be unclear and/or ambiguous, the Local Custodian may attempt to seek clarification from the Authorized Person who executed such Request; provided that the Local Custodian shall incur no liability in the event that such clarification is not sought or obtained.
- (f) **Market Rules.** This Request shall be acted upon subject to the rules and regulations and market practices of the Taiwan Stock Exchange or the Gre Tai Securities Market, and can be acted upon by the Local Custodian only during banking hours and on banking days when applicable financial markets are open for business; the Local Custodian may refuse to act on this Request if in the Local Custodian's opinion such would be contrary to any applicable law, rule or other regulatory requirement or market practice (whether arising from any governmental authority or from the Taiwan Stock Exchange or the Gre Tai Securities Market).
- (g) **Information.** The Requester irrevocably and unconditionally authorizes, instructs and empowers the Local Custodian to submit all such information and file all such reports to the regulatory authorities of the R.O.C. regarding the Requester, the actions taken hereunder or otherwise as the Local Custodian determines in its sole good faith discretion may be required and irrevocably and unconditionally waives any objection the Requester may have thereto on the grounds of confidentiality or otherwise.

- (h) **Purchase Risk.** Any funds transferred or Shares acquired will be transferred/acquired at the risk of the Requester as regards any laws, acts, decrees, or regulations, and any acts of warfare, seizure, confiscation or destruction, promulgated and/or done by governmental, military or civil authority, whether de jure or de facto, in control of or operating at the place where the Local Custodian is located.
- (i) **Communications.** Neither the Local Custodian, the Representative nor any other person or entity shall be liable for the consequences of any discrepancy or error in any communications or funds transfer or for any telecommunications or like breakdown.
- (j) **Delivery Risk.** All transfers of cash or Shares are at the risk of the Requester.
- (k) **No Conditions.** Save as expressly permitted herein, no conditions, special instructions or the like stated herein shall be recognized and this Request shall be handled as if such conditions, special instructions or the like were not stated herein.
- (l) **No Modification.** Instructions to brokers may not be modified, revised or, in any manner whatsoever, amended and the Requester may not instruct brokers directly.
- (m) **Procedures Letter.** In making this Request, the Requester, for itself and by and on behalf of its customer, as the case may be, hereby reaffirms, consents and agrees to each of the terms, conditions, covenants, representations and warranties set forth in the Purchase Procedures Letter as if fully set forth herein and as if made on the date hereof.

4. **INDEMNITY.**

* SIGNATORY MUST BE NAMED AS AUTHORIZED PERSON IN INSTRUCTIONS
AUTHORIZATION ON FILE WITH LOCAL CUSTODIAN.

ATTACHMENT II TO
PURCHASE PROCEDURES LETTER

AGREEMENT TO CARRY OUT
FAX INSTRUCTIONS AND SIGNATORY AUTHORIZATION

First Commercial Bank, Co., Ltd.
Trust Department
17F, 30, Chung King South Road
Section 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 Procedures Letter, dated _____, 2003, with respect to the procedures for the purchase of Shares, deposit of said Shares into the DR facility and the issuance of depository receipts under the above referenced Issues ("Purchase Procedures Letter"). Defined terms used herein and not otherwise expressly defined herein are used as defined in the Purchase Procedures Letter.

This letter shall constitute an Agreement to Carry Out Fax Instructions and Signatory Authorization as described and defined in the Purchase 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 Requester will be recognized and carried out by the Local Custodian in performing its services and other related activities in connection with the Purchase Procedures Letter. To that effect, the undersigned, an officer of the Eligible Requester with full power and authority to execute and deliver agreements with respect to the transactions contemplated by the Purchase 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 Purchase 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 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 Requester and marked "CONFIRMATION", 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 Request or the sender or confirm or thereof, and the Requester expressly agrees to be bound by any Request, whether or not authorized, transmitted in its name or accepted by the Local Custodian or its agent.

The Eligible Requester hereby certify 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 Requester 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. Neither the Local Custodian nor any of its officers, directors, employees, agents and affiliates shall have any liability for, and the Eligible Requester agrees to hold each of the Local Custodian and its officers, directors, employees, agents and affiliates harmless from and against, any loss, liability, claim or expense of any nature (including legal fees and expenses) (collectively referred to as the "Losses") as a result of any failure to transfer funds or purchase, sell or otherwise dispose of securities (or any delay in transferring funds or purchasing, selling or otherwise disposing of securities) caused by reasons beyond the Local Custodian's control (including, without limitation, acts of God, failure or delay in power, transportation or communications, telecommunication or payment system failures, acts of governmental authority, insurrection, war, strike or weather conditions). The Eligible Requester hereby irrevocably agrees, upon demand, to indemnify and hold the Local Custodian, and its officers, directors, employees, agents and affiliates harmless from and against any and all Losses. This indemnification shall survive the termination of this Agreement.

This authorization shall apply to all Requests with respect to any Issue. Any revocation, amendment or modification of this Authorization 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 authorization is executed and that same remains valid and in full force and effect as of the date hereof.

[CORPORATE SEAL, IF APPLICABLE]

By: _____*

Name:

Title:

- Must be signed by corporate officer or director with evidence of authority attached 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.

DR 各券商明細表

BROKERS LIST

CHINESE NAME	ENGLISH NAME
英商摩根士丹利添惠證券	Morgan Stanley Co Int Ltd.
英商瑞銀證券	UBS Securities Ltd.
香港商里昂證券	CLSA LTD. TAIPEI
香港商安銀證券	ING Securities Ltd.
香港商荷銀證券	ABN Amro Asia Ltd.
香港商匯豐詹金寶證券	HSBC Securities Ltd.
美商美林證券	Merrill Lynch,
日商野村證券	Nomura Securities Co, Ltd.
美商高盛亞洲證券	Goldman Sachs
港商德意志證券	Deutsche Securities Asia Ltd.
美商花旗環球證券	Citigroup Global Markets Inc,
瑞士信貸銀行(CSFB)	Credit Suisse First Boston,

ATTACHMENT IV TO
PURCHASE PROCEDURES LETTER

CURRENT ISSUER

ISSUER : FIRST FINANCIAL HOLDING CO., LTD.

DEPOSITARY : CITIBANK, N.A. NEW YORK

CUSTODIAN : FIRST COMMERCIAL BANK, TAIPEI