

## **DEPOSIT REQUEST**

TO : FIRST COMMERCIAL BANK, TAIPEI TAIWAN ("Local Custodian")

ATTENTION: TRUST DIVISION

Facsimile No.: 886-2-2312-3011 or 886-2-2382-0511 or 886-2-2370-4025

Email Add : i073i@firstbank.com.tw

Contact Phone No.: 886 2 2348-4763 or 886 2 2348-1366 or 886 2 2348-1080

FROM : \_\_\_\_\_ ("Depositor")

DATE : \_\_\_\_\_

### **PART I: DEPOSIT REQUEST.**

This is a request for deposit of shares held by the Depositor through the book-entry system maintained by the **Taiwan Depository & Clearing Corporation**. ("TDCC") and issuance of depositary receipts by Citibank N.A. ("Depositary") as described in Part II below.

The terms, conditions and procedures described herein relate solely to the deposit of shares 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").

The procedures described in this Deposit Request are subject in all respects to the provisions of the relevant Deposit Agreements and to all applicable laws, governmental regulations and market practices.

**BY ENTERING INTO THIS DEPOSIT REQUEST, THE DEPOSITOR HEREBY ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS DESCRIBED HEREIN BELOW.**

**PART II: DETAILS OF SHARES AND DEPOSIT RECEIPTS PROGRAM** (The Local Custodian may deem this Deposit Request incomplete and reject this Deposit Request, if any of the information required to be filled in below is missing).

#### **(A) Share Deposit Information**

(A-1) Name of DR Program : \_\_\_\_\_  
[name of the issuing company] ("Issuer")

(A-2) Number of Shares Requested to be deposited: \_\_\_\_\_

Representing [ \_\_\_\_\_ ] ; DR's (each DR represents [ \_\_\_\_\_ ] Shares).

#### **(A-3) Information on Depositor**

- (1) ☐ Insider (as defined below)<sup>1</sup> of Issuer<sup>2</sup>, or  
☐ Non-Insider of Issuer

**AND**

(2) ☐ **R.O.C. Person or Entity; or**

- ☐ **Foreign Investor Approved by relevant R.O.C. authority(ies) pursuant to the Regulations Governing Securities Investment by Overseas Chinese and Foreign Nationals ("FINI" Investor), or**
- ☐ **Foreign Investor Approved by relevant R.O.C. authority(ies) pursuant to the Statute for Investment by Foreign Nationals or Statute for Investment by Overseas Chinese ("FIA Investor") .**

<sup>4</sup>  
(A-4) Depositor's Taiwan Broker/Custodian \_\_\_\_\_

(A-5) Depositor's Contact Information: \_\_\_\_\_

Depositor's TDCC Account Name: \_\_\_\_\_

Depositor's TDCC Account No. (11

digits): \_\_\_\_\_

Local Broker/Custodian Contact Person: \_\_\_\_\_

Tel No.: \_\_\_\_\_ FaxNo.: \_\_\_\_\_

Depositor Contact Person: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(B) **DR Issuance Instructions Tranche: ☐ Rule 144A ☐ Regulation S ☐ ADR Receiving brokers/global custodian: (if applicable)**

Name of the Receiving broker/global custodian: \_\_\_\_\_

Receiving broker/global custodian's DTC/Euroclear Account number: \_\_\_\_\_

Receiving broker/global custodian Contact Person: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Your account with the Receiving brokers/global custodian:**

Account name: \_\_\_\_\_

Account number : \_\_\_\_\_

The Depositor represents and warrants that (i) if Rule 144A is designated in item (B), 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 (B), 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 Act of 1933) and has complied with the certification requirements provided for in the relevant Deposit Agreement.

THE DEPOSITOR AGREES THAT THE LOCAL CUSTODIAN MAY (BUT IS NOT OBLIGATED TO) REJECT THE DEPOSIT REQUEST IF THE NAME OF THE RECIPIENT OF THE DRS IS DIFFERENT FROM THAT OF THE DEPOSITOR.

## **PART III: TERMS AND CONDITIONS.**

### **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"). The Depositor acknowledges and agrees that the Deposit Request is subject to any Issuer's Re-Issuance Restrictions.

Neither the Depositary, Citicorp Financial Services, Ltd. or Citicorp Capital Asia Limited (the "Representative", if applicable), the Local Custodian nor any other person or entity guarantees the availability of DR's representing Shares of any Issuer. DEPOSIT REQUESTS, TOGETHER WITH PURCHASE REQUESTS, IF ANY, WILL BE PROCESSED IN ORDER OF RECEIPT BY THE LOCAL CUSTODIAN IN DETERMINING DR AVAILABILITY. 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 Depositor.

### **II. ELIGIBLE DEPOSIT**

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

.(i) **Insiders.** Depositors who are "insiders" of relevant Issuer as defined under the R.O.C. Securities and Exchange Law and related regulations must first obtain the approval from the R.O.C. Securities and Futures Bureau, Financial Supervisory Commission (the "SFB") and shall be solely responsible for complying with all filing, disclosure or other requirements relating to the relevant deposits. Neither the Depositary, the Local Custodian nor the Representative shall be responsible therefor.

.(ii) **Non-R.O.C. Persons.** Depositors who are foreign investors/overseas Chinese approved by R.O.C. authorities pursuant to the Statutes for Investment by Foreign Nationals or Statutes for Investment by Overseas Chinese or any other relevant regulations must first obtain approvals from the Investment Commission, the Ministry of Economic Affairs and/or the SFB, and any other relevant R.O.C. authorities, if applicable, and shall be solely responsible for complying with all filing, disclosure or other requirements relating to the relevant deposits. Neither the Depositary, the Local Custodian nor the Representative shall be responsible therefor.

### **III. INSTRUCTIONS, TRANSMISSION OF COMMUNICATIONS, PAYMENT OF LOCAL CUSTODIAN'S FEE AND OTHER PROCEDURES.**

(A) The Depositor acknowledges and agrees that all duly executed Deposit Requests (including this Deposit Request) and any other communications relating thereto will only be effective if delivered to the Local Custodian via facsimile as specified below or via any other means as may be adopted by the Local Custodian as its standard operating procedures for processing DR Deposit Requests from time to time:

First Commercial Bank, Trust Division, Taipei, Taiwan  
Fax: (886-2) 2389-7495 or (886-2) 2382-0511 (back up line)

(B) The Local Custodian shall have no obligation to act upon any Deposit Request unless all items in the Deposit Request are complete and unambiguous. If any Deposit Request is unclear and/or ambiguous in the Local Custodian's good faith opinion, the Local Custodian may, in its discretion and without any liability on its part, act upon what it believes in good faith the 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 Depositor; provided that the Local Custodian shall incur no liability in the event that such clarification is not sought or obtained.

(C) The Local Custodian shall have no duty to verify the contents of any Deposit Request or the sender or conformer thereof, and the 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 Depositor acknowledges that it is fully aware of the risks associated with facsimile and any other manually initiated instructions or communications and the Depositor expressly agrees to bear such risks.

(D) The Depositor shall remit an amount equal to NT\$2,000 plus NT\$2 per unit (i.e. per 1,000 shares) ("Fee") to the Local Custodian's Account as follows ("Account"):

Bank : First Commercial Bank., Business Dept.  
A/C Name : FCB AS CUSTODIAN OF DR PROGRAM  
第一商業銀行信託處受託保管存託憑證專戶  
A/C No. : 09310127119  
Bank Code : 007 , Branch Code : 0937 營業部  
Reference : [ NAME OF ISSUER ] DR Program / [ NAME OF REMITTER ]  
in the name of [DEPOSITOR]

THE LOCAL CUSTODIAN SHALL NOT BE OBLIGATED TO ACT ON ANY DEPOSIT REQUEST AND/OR TO INSTRUCT THE DEPOSITARY TO DELIVER ANY DRS UNLESS AND UNTIL THE LOCAL CUSTODIAN ACTUALLY CONFIRMS RECEIPT OF THE ABOVE FEE.

(E) Deposit 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 Depositor. Deposit Requests received after 12:00 (Taipei Time) noon on any given Taipei business day will be deemed received on the following Taipei business day for purposes of allocating availability and otherwise. Deposits will only be accepted if the number of shares to be deposited will equal a whole number of DR's.

(F) Once a Deposit Request has been accepted by the Local Custodian and if the requested number of shares is within the availability limit as provided by the applicable R.O.C. laws and regulations, the Local Custodian will fax an availability notice ("Availability Notice") (Attachment I) to the Depositor and TDCC. With respect to the Deposit Requests received by the Local Custodian prior to 10:00 A.M., the Availability Notice will be issued by the Local Custodian at or around 10:30 A.M. With respect to the Deposit Requests received by the Local Custodian during 10:00 A.M. to 12:00 noon (Taipei Time), the Availability Notice will be issued by the Local Custodian at or around 12:30 P.M. 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.

(G) THE DEPOSITOR MUST COMPLETE THE DEPOSIT OF THE RELEVANT SHARES WITH THE LOCAL CUSTODIAN BY 5:30 P.M. (TAIPEI TIME) ON THE SAME TAIPEI BUSINESS DAY (“BUSINESS DAY”) ON WHICH THE AVAILABILITY NOTICE IS ISSUED. 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. NO TRANSFER TAX PAYMENT SHOULD BE MADE PRIOR TO RECEIPT OF THE AVAILABILITY NOTICE.

(H) Once the Local Custodian has verified receipt of the relevant shares, the Local Custodian shall notify the Depository to (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 Depositor in this Deposit Request.

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

All requests to deposit shares must be deposited into the designated account specified in the Availability Notice. Neither the Depository nor the local custodian or any other person or entity shall have any duties or obligations to any Depositor under the relevant Deposit Agreements unless and until the shares are deposited into the DR facility.

#### **V. INDEMNITY.**

The Depositor hereby certifies that investment capitals are not from Mainland China and agrees that, absent the Local Custodian’s gross negligence or willful misconduct, the Depositor shall indemnify the Local Custodian, and hold the Local Custodian 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 Local Custodian’s acting upon any instructions or communications in accordance with this Deposit Request (or any instruction or communication which the Local Custodian believes in good faith to be given or made by or on behalf of the Depositor) or any error in transmission of any instruction or communication, regardless whether the relevant shares are deposited and/or whether the DR’s are issued. This indemnification shall survive the termination of this Deposit Request.

#### **VI. FEES, COMMISSIONS AND TAXES.**

In addition to the Fee under Section III(D) of this Part III, above, all fees and expenses of the Depository as provided for in the relevant Deposit Agreements shall be payable to the Depository 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. The Local Custodian may refuse the deposit of the shares and the Depository may refuse to issue DR’s until evidence of securities transfer tax is received.

#### **VII. INFORMATION.**

The 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 Request, the Depositor and/or any his/her/its designee, the actions taken thereunder or

otherwise as the Local Custodian determines in its sole good faith discretion may be required. The Depositor hereby irrevocably and unconditionally waives any objection the Depositor or his/her/its designee may have to such disclosure on the grounds of confidentiality or otherwise.

#### **VIII. THIRD PARTY OWNER.**

The Depositor, by delivering a Deposit Request, represents and warrants to the Representative and the Local Custodian that the owner of the shares under the Deposit Request (if not the Depositor itself/himself/herself) has received a copy of the Deposit Request and has agreed to all terms, conditions and procedures set forth in the Deposit Request.

#### **IX. GOVERNING LAW AND JURISDICTION.**

The Deposit Request shall be governed by and construed in accordance with the laws of the R.O.C. Any dispute relating thereto shall be subject to the jurisdiction of Taiwan Taipei District Court, R.O.C. as the court of first instance.

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

[TYPED NAME OF DEPOSITOR]

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

Name:

Title:

\* 1/ A person or entity is deemed to be an "Insider" of Issuer, if the person or entity is a director, supervisor, manager or shareholder holding more than 10% of the share capital of Issuer. Any Insider's spouses, minor children or nominees are also deemed as "Insiders".

2/ If Depositor is an Insider, a copy of the approval for deposit from the SFB must be delivered to the Depositary and the Local Custodian together with submission of the Deposit Request.

3/ If Depositor is a FIA Investor, the approvals for deposit from the Investment Commission, the Ministry of Economic Affairs and/or the SFB, and other R.O.C. authorities, if applicable, must be delivered to the Depositary and the Local Custodian together with submission of the Deposit Request.

4/ Each request may designate only one Taiwan Broker/Custodian for delivery/deposit of Shares through TDCC's book-entry system.

致：林小姐(傳真：2718-4951;電話：2509 0456 ext.463)台灣集中  
 保管結算所(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 TDCC Chinese account name)

存託股東向集保參加人(券商)開立之集保帳號：\_\_\_\_\_  
 (Depositor's TDCC 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 TDCC 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)

第一商業銀行信託處  
 First Commercial Bank, Co., Ltd.  
 Trust Division

授權簽字人員\_\_\_\_\_

