

Agreement for Securities Book-entry Transfer

This Agreement for Securities Book-entry Transfer (the “Agreement”) is made and entered into by and between Taiwan Depository & Clearing Corporation (hereinafter referred to as “Party A”) and _____ Co., Ltd. (hereinafter referred to as “Party B”).

Whereas Party B agrees to appoint Party A to conduct operations in relation to book-entry transfer of centrally deposited securities (hereinafter referred to as the “Operations”).

Now therefore, the parties agree to enter into this Agreement base on the following terms and conditions:

Article 1: Both parties agree that in addition to compliance with “Regulations Governing Book-entry Operations for Centrally Deposited Securities”, “Taiwan Depository & Clearing Corporation Business Operation Rules”, the corresponding guidelines for the Operations provided by Party A and relevant regulations or rules promulgated or provided by the competent authorities, Taiwan Stock Exchange Corporation and GreTai Securities Market, both parties also agree to conduct the Operations in accordance with this Agreement and subsequent amendments thereof.

Article 2: Both parties agree that from the date of execution of this Agreement, Party A may accept the appointment by Party B to conduct the Operations.

Article 3: Party B shall, before appointing Party A to conduct the Operations, notify Party A by submitting application or other documents as may be necessary in accordance with relevant guidelines for the Operations as provided by Party A.

Article 4: Party B agrees that Party A may charge Party B for the Operations under the fee standards and schedules approved by competent authorities.

Article 5: In the case where Party B appoints Party A to conduct the Operations for issuance and allocation of securities and such issuance and allocation is based on supporting documents as substitute for securities in issue, Party B shall transfer such securities that have been received into the designated accounts to Party A within 10 business days after the book-entry date, failure of such, Party B shall pay additional 1/10 of the New Share Issuance & Allocation Fee as penalty for each day thereafter for breach of this

obligation.

Article 6: Upon termination of this Agreement, both parties shall settle all relevant fees and charges accrued.

Article 7: This Agreement shall be executed in two counterparts, each of which shall be deemed an original where each party shall hold the same each.

Article 8: This Agreement shall become valid and effective from the date of execution hereof.

Parties to the Agreement:

Party A: Taiwan Depository & Clearing Corporation (TDCC)

Representative:

Address: 11F, 363 Fushin N. Road, Taipei 105, Taiwan

Party B: _____ Co., Ltd.

Representative:

Address:

Date: _____, 200__