

## SCHEDULE 4

### PART A

**CERTIFICATE AND AGREEMENT OF ACQUIRORS OF RULE 144A GDRS  
UPON DEPOSIT OF SHARES IN THE RULE 144A FACILITY OR A TEMPORARY RULE 144A FACILITY  
PURSUANT TO CONDITION 1 AND CLAUSE 3(C) OF THE DEPOSIT AGREEMENT**

Date [    ]

The Bank of New York Mellon, as Depositary  
101 Barclay Street  
New York  
New York 10286  
USA

Dear Sirs

### WINTEK CORPORATION

Reference is hereby made to the Deposit Agreement dated 21 November 2002 (the "**Deposit Agreement**"), between Wintek Corporation and The Bank of New York Mellon (formerly, The Bank of New York), as Depositary with respect to Rule 144A Global Depositary Receipts ("**Rule 144A GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Rule 144A Shares and/or Entitlement Certificates in the Rule 144A Facility (or any Temporary Rule 144A Facility) under the Deposit Agreement and issuance of Rule 144A GDRs pursuant to Condition 1 and Clause 3(C) of the Deposit Agreement.
2. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that the Rule 144A GDRs and the Rule 144A Shares and/or Entitlement Certificates represented thereby have not been and will not be registered under the United States Securities Act of 1933, (the "**Act**").
3. We certify (or if we are acting for the account of another person, such person has confirmed that it certifies) that either:
  - (a) we are (or it is) a qualified institutional buyer (as defined in Rule 144A under the Act ("**Rule 144A**")) and, at the time of issuance of the Rule 144A GDRs referred to above, we (or it) (or one or more qualified institutional buyers for whose account we are acting) will be the beneficial owner of such Rule 144A GDRs.

### OR

- (b) we are (or it is) a broker-dealer acting for the account of our customer, such customer has confirmed to us (or it) that it is a qualified institutional buyer (within the meaning of Rule 144A under the Act) and either (i) at the time of issuance the Rule 144A GDRs referred to above, it will be the beneficial owner of such Rule 144A GDRs, or (ii) it is acting for the account of a qualified

institutional buyer that, at the time of issuance of the Rule 144A GDRs referred to above, will be the beneficial owner of such Rule 144A GDRs.

4. We agree (or if we are acting for the account of another person, such person has confirmed to us that it agrees) that we (or it) will not offer, sell, pledge or otherwise transfer the Rule 144A GDRs or the Shares and/or Entitlement Certificates represented thereby except (A) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer ("**QIB**") within the meaning of Rule 144A under the Act or (B) in an offshore transaction in accordance with Rule 903 and Rule 904 of Regulation S under the Act or (C) pursuant to an exemption from registration under the Act provided by Rule 144 thereunder (if available) in each case in accordance with any applicable securities laws of any State of the United States.

Very truly yours,

[NAME OF CERTIFYING ENTITY]

[By:

Title:            ]

## SCHEDULE 4

### PART B

**CERTIFICATE AND AGREEMENT OF PERSONS RECEIVING  
DEPOSITED PROPERTY REPRESENTED BY RULE 144A MASTER GDRS UPON WITHDRAWAL  
PURSUANT TO CONDITION 1 AND CLAUSE 3(F) OF THE DEPOSIT AGREEMENT**

Date [    ]

The Bank of New York Mellon, as Depositary  
101 Barclay Street  
New York  
New York 10286  
USA

Dear Sirs

### WINTEK CORPORATION

Reference is hereby made to the Deposit Agreement dated 21 November 2002 (the "**Deposit Agreement**"), between Wintek Corporation (the "**Company**") and The Bank of New York Mellon (formerly, The Bank of New York), as Depositary with respect to Rule 144A Global Depositary Receipts ("**Rule 144A GDRs**") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement.

1. We are surrendering a Rule 144A GDR or Rule 144A GDRs in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Property represented by such Rule 144A Master GDRs (the "**Deposited Securities**") pursuant to Condition 1 and Clause 3(F) of the Deposit Agreement.
2. We acknowledge (or if we are acting for the account of another person, such person has confirmed that it acknowledges) that the Rule 144A GDRs and the Deposited Securities have not been and will not be registered under the United States Securities Act of 1933 (the "**Act**").
3. We certify (or if we are acting for the account of another person, such person has confirmed that it certifies) that either:
  - (a) we are (or it is) a "qualified institutional buyer" (as defined in Rule 144A under the Act) acquiring such Deposited Securities for our (or its) own account or for the account of one or more qualified institutional buyers and either:
    - (i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Rule 144A GDRs or the Deposited Securities in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act and we are (or it is), or prior to such sale we were (or it was), the beneficial owner of the Rule 144A GDRs; or

- (ii) we have (or it has) withdrawn or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred the Rule 144A GDRs or the Deposited Securities to another qualified institutional buyer in accordance with Rule 144A under the Act and we are (or it is), or prior to such sale we were (or it was) the beneficial owner of the Rule 144A GDRs; or
- (iii) we (or it) will be the beneficial owner of the Deposited Securities upon withdrawal, and, accordingly, we agree (or if we are acting for the account of one or more qualified institutional buyers, each such qualified institutional buyer has confirmed to us that it agrees) that (x) we (or it) will not offer, sell, pledge or otherwise transfer the Deposited Securities except (A) to a person whom we and anyone acting on our behalf reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer ("**QIB**") within the meaning of Rule 144A under the Act, (B) in an offshore transaction in accordance with Rule 903 and Rule 904 of Regulation S under the Act or (C) pursuant to an exemption from registration under the Act provided by Rule 144 thereunder (if available) in each case in accordance with any applicable Securities laws of any State of the United States and (y) we (or it) will not deposit or cause to be deposited such Deposited Securities into any unrestricted depositary receipt facility established or maintained by a depositary bank (including any such facility maintained by the Depositary) unless and until such time as such Deposited Securities are no longer "restricted securities" within the meaning of Rule 144(a)(3) under the Act.

**OR**

- (b) we are located outside the United States (within the meaning of Regulation S under the Act); we acquired, or have agreed to acquire and at or prior to the time of the withdrawal will have acquired, the Rule 144A GDRs or the Deposited Securities outside the United States (within the meaning of Regulation S under the Act); and we are, or upon acquisition thereof will be, the beneficial owner of the Rule 144A GDRs or the Deposited Securities.
4. We further certify that our surrender of a GDR or GDRs and the withdrawal of the Shares are being made in full compliance with all applicable laws and regulations of the Republic of China prevailing on the date hereof, including, without limitation, laws and regulations concerning foreign and PRC ownership of Shares described in the Deposit Agreement and the GDR Conditions, as such laws and regulations may have been amended as of the date hereof.
5. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 and 4 hereof that are applicable to it (including the representations with respect to beneficial ownership) and, if paragraph 3(a)(iii) is

applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph 3(a)(iii)

Very truly yours,

[NAME OF CERTIFYING ENTITY]

[By:

Title:            ]