

SCHEDULE 3

PART A

**CERTIFICATE AND AGREEMENT OF ACQUIRERS OF THE INTERNATIONAL GDRS
UPON DEPOSIT OF SHARES IN THE INTERNATIONAL FACILITY OR A TEMPORARY
INTERNATIONAL 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 (the "**Company**") and The Bank of New York Mellon (formerly, The Bank of New York), as Depositary with respect to International Global Depositary Receipts (the "**International 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 International Shares and/or Entitlement Certificates in the International Facility (or any Temporary International Facility) and issuance of International 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 the International GDRs and the International 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 that either:
 - (a) we are, or at the time the Shares and/or Entitlement Certificates are deposited and at the time the International GDRs are issued will be, the beneficial owner of the Shares and/or Entitlement Certificates represented by such International GDRs and (i) we are not a U.S. person (as defined in Regulation S under the Act) and we are located outside the United States (within the meaning of Regulation S under the Act) and we have acquired, or have agreed to acquire and will have acquired, the Shares and/or Entitlement Certificates to be

deposited outside the United States (within the meaning of Regulation S under the Act), (ii) we are not an affiliate of the Company or a person acting on behalf of such an affiliate and (iii) we are not in the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of International GDRs and Shares.

OR

- (b) we are a broker-dealer acting on behalf of our customer, our customer has confirmed to us that it is, or at the time the Shares and/or Entitlement Certificates are deposited and at the time the International GDRs are issued will be, the beneficial owner of the International Shares and/or Entitlement Certificates represented by such International GDRs, and (i) it is not a U.S. person (as defined in Regulation S under the Act) and it is located outside the United States (within the meaning of Regulation S under the Act) and it has acquired, or has agreed to acquire and will have acquired, the Shares and/or Entitlement Certificates to be deposited outside the United States (within the meaning of Regulation S under the Act), (ii) it is not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the securities to be deposited from the Company in the initial distribution of International GDRs and the Shares.
4. As the beneficial owner of the International GDRs we agree (or if we are a broker-dealer acting on behalf of our customer, our customer has confirmed to us that as the beneficial owner of the International GDRs, it agrees) that prior to the expiration of 40 days after the latest of the commencement of the offer of GDRs and the original issue date of the GDRs and the latest issue date with respect to the additional GDRs, if any, issued to cover over-allotments, (the "**Distribution Compliance Period**"), neither we (or it) will offer, sell, pledge or otherwise transfer any International GDRs or the Shares and/or Entitlement Certificates represented thereby except (a) to a person whom we and anyone acting on our behalf reasonably believes (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 purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, or (b) in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Act, in either case in accordance with any applicable securities laws of any state of the United States. As beneficial owner of the International GDRs, we further agree (or if we are a broker dealer, acting on behalf of our Customer, our customer has confirmed to us that as the beneficial owner of the International GDRs it agrees) that if we sell or otherwise transfer (or it sells or otherwise transfers) the International GDRs referred to above or the International Shares and/or Entitlement Certificates represented thereby in accordance with clause (a) above prior to the expiration of the Distribution Compliance Period, we (or our customer) will, prior to settlement of such sale, cause such International Shares and/or Entitlement Certificates to be withdrawn from the International Facility or any Temporary International Facility, as the case may be, in accordance with the terms and conditions of the Deposit Agreement and instruct that such International Shares and/or Entitlement Certificates be delivered to

the Custodian under the Deposit Agreement for deposit in the Rule 144A Facility or any Temporary Rule 144A Facility and that Rule 144A GDRs represented by a Rule 144A Master GDR be issued upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of the Deposit Agreement, to or for the account of such QIBs.

Very truly yours,

[NAME OF CERTIFYING ENTITY]

[By:

Title:]

SCHEDULE 3
PART B
CERTIFICATE AND AGREEMENT OF PERSONS RECEIVING
DEPOSITED PROPERTY REPRESENTED BY INTERNATIONAL 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 International Global Depositary Receipts ("**International 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 an International GDR or International GDRs in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Property represented by such International 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 to us that it acknowledges) that the International GDRs and the securities represented thereby have not been and will not be registered under the United States Securities Act of 1933 (the "**Act**").
3. If prior to the expiration of the Restricted Period (define as 40 days after the later of the commencement of the offering of the International GDRs and the issue date of the International GDRs), 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) located outside the United States (within the meaning of Regulation S under the Act) 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 International 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 International GDRs; or

- (ii) 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 International GDRs or the Deposited Securities to a person whom we (or it) and any person acting on our (or its) behalf reasonably believe is a qualified institutional buyer (within the meaning of Rule 144A under the Act) and accordingly, we are separately giving instructions to the Depositary to deliver the Deposited Securities to the Custodian for deposit in the Rule 144A Facility or any Temporary Rule 144A Facility, as appropriate, under the Deposit Agreement and to issue Rule 144A GDRs represented by the Rule 144A Master GDR (or a Temporary Rule 144A Master GDR) upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of the Deposit Agreement, and we are (or it is), and prior to such sale or other transfer we were (or it was), the beneficial owner of the International GDRs; or
- (iii) we will (or it will) be the beneficial owner of the Deposited Securities upon withdrawal; and, accordingly, we agree (or it agrees) that, prior to the expiration of the Restricted Period, we (or it) will not offer, sell, pledge or otherwise transfer the Deposited Securities except (A) to a person whom we or anyone acting on our behalf reasonably believes (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 purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, or (B) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act, in each case in accordance with any applicable securities laws of any state of the United States;

OR

- (b) We are a qualified institutional buyer (within the meaning of Rule 144A under the Act) acting for our own account or for the account of one or more qualified institutional buyers; we have agreed to acquire (or it has agreed to acquire) the International GDRs or the Deposited Securities in a transaction which we understand is being made in reliance upon Rule 144A under the Act and, accordingly, we are (or it is) separately taking all actions necessary to cause the Deposited Securities being withdrawn to be deposited in the Rule 144A Facility or any Temporary Rule 144A Facility, as appropriate, under the Deposit Agreement for issuance of Rule 144A GDRs represented by the Rule 144A Master GDR (or a Temporary Rule 144A Master GDR) in accordance with the terms and conditions of the Deposit Agreement.

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:]