

## Annex I

### Certification and Agreement of Certain Acquirers of Receipts Upon Deposit of Shares Pursuant to Section 2.02 of the Deposit Agreement

We refer to the International Deposit Agreement, dated as of July 24, 2012 (the "Deposit Agreement"), among PARADE TECHNOLOGIES, LTD. (the "Company"), THE BANK OF NEW YORK MELLON, as Depositary, and Owners and Holders of International Global Depositary Receipts issued thereunder. Capitalized 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 Shares and issuance of Global Depositary Share (the "Global Depositary Shares") pursuant to Section 2.02 of the Deposit Agreement.
2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Global Depositary Shares and the Shares represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Act").
3. We certify that either:
  - A. We are, or at the time the Shares are deposited and at the time the Global Depositary Shares are issued will be, the Holder of the Shares and of the Global Depositary Shares, and (i) we are located outside the United States (within the meaning of Regulation S under the Act) and acquired, or have agreed to acquire and will have acquired, the Shares 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 the Global Depositary Shares 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 are deposited and at the time the Global Depositary Shares are issued will be, the Holder of the Shares and of the Global Depositary Shares, and (i) it is located outside the United States (within the meaning of Regulation S and acquired, or have agreed to acquire and will have acquired, the Shares 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 or any affiliate thereof in the initial distribution of Global Depositary Shares and Shares.

4. We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to expiration of 40 days after the later of the commencement of the offering of Global Depositary Shares on behalf of the Company and the related closing (the "restricted period"), we (or it) will not offer, sell, pledge or otherwise transfer the Global Depositary Shares or the Shares 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 within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, or (b) in accordance with Regulation S under the Act, in either case in accordance with any applicable securities laws of any state of the United States. We further agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that if we sell or otherwise transfer (or it sells or otherwise transfers) the Global Depositary Shares referred to above or the Shares represented thereby in accordance with clause (a) above prior to the expiration of the restricted period, we (or our customer) will, prior to settlement of such sale, cause such Shares to be withdrawn in accordance with the terms and conditions of the Deposit Agreement and we (or our customer) will cause instructions to be given to the Depositary to deliver such Shares to the custodian under the Rule 144A Deposit Agreement for deposit thereunder and issuance of Rule 144A Global Depositary Shares upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement.

Very truly yours,

\_\_\_\_\_  
[NAME OF CERTIFYING ENTITY]

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

Name:

Title:

Dated:

## Annex II

### Certification and Agreement of Persons Receiving Deposited Securities Upon Withdrawal Pursuant to Section 2.05 of the Deposit Agreement

We refer to the International Deposit Agreement, dated as of July 24, 2012 (the "Deposit Agreement"), among PARADE TECHNOLOGIES, LTD. (the "Company"), THE BANK OF NEW YORK MELLON, as Depositary thereunder, and Owners and Holders of International Global Depositary Receipts issued thereunder. Capitalized terms used but not defined herein shall have the meanings given to them in the Deposit Agreement.

1. We are surrendering Global Depositary Shares (the "Global Depositary Shares") in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Securities represented by the Global Depositary Shares (the "Shares") pursuant to Section 2.05 of the Deposit Agreement.
2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Global Depositary Shares and the securities represented thereby have not been and will not be registered under the Securities Act (the "Act").
3. If prior to the expiration of the Restricted Period (defined as 40 days after the later of the commencement of the offering of the Global Depositary Shares and the issue date of the Global Depositary Shares), we certify that either:
  - (a) We are located outside the United States (within the meaning of Regulation S under the Act), and either:
    - (i) we have 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 Global Depositary Shares or the Shares in accordance with Regulation S under the Act, and we are, or prior to such sale or other transfer we were, the Holder of the Global Depositary Shares, or
    - (ii) we have 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 Global Depositary Shares or the Shares to a qualified institutional buyer (as defined in Rule 144A under the Act) in accordance with Rule 144A, and, accordingly, we are separately giving instructions to the Depositary to deliver the Shares to the custodian under the Rule 144A Deposit Agreement for deposit thereunder and issuance of Rule 144A Global Depositary Shares upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement, and we

are, or prior to such sale or other transfer we were, the Holder of the Global Depositary Shares, or

(iii) we will be the Holder of the Shares upon withdrawal, and, accordingly, we agree that, prior to the expiration of the Restricted Period, we will not offer, sell, pledge or otherwise transfer the Shares except (A) to a person whom we (and anyone acting on our behalf) reasonably believe is a qualified institutional buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, or (B) in accordance with Regulation S under the Act.

OR

(b) We are a qualified institutional buyer (as defined in 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 Receipts or the Shares in a transaction which we understand is being made in reliance upon Rule 144A, and, accordingly, we (or it) are separately taking all action necessary to cause the Shares being withdrawn to be deposited under the Rule 144A Deposit Agreement for issuance of Rule 144A Global Depositary Shares.

4. We further certify that our surrender of a Receipt or Receipts 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 Section 2.05 of the Deposit Agreement, 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 paragraphs 3 and 4 hereof that are applicable to it 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,

[NAME OF CERTIFYING ENTITY]

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

Name:

Title:

Dated: