

CERTIFICATION AND AGREEMENT OF CERTAIN ACQUIRERS
OF GDRs OR BENEFICIAL INTEREST IN THE MASTER
INTERNATIONAL GDR UPON DEPOSIT OF SHARES
PURSUANT TO PARAGRAPH 1 OF THE PROVISIONS

[Date]

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

Re: Realtek Semiconductor Corp.

Dear Sirs:

Reference is hereby made to Section 2.2 of Deposit Agreement, dated as of January 29, 2002 (the "Deposit Agreement"), among Realtek Semiconductor Corp. (the "Company"), The Bank of New York Mellon (formerly, The Bank of New York), as depositary for the Rule 144A Facility and as depositary for the International Facility (such entity and any successor as depositary hereunder, the "Depositary"), all holders from time to time of the Rule 144A Global Depositary Receipts issued, executed and delivered thereunder and all holders from time to time of the International Global Depositary Receipts issued, executed and delivered thereunder (holders of Rule 144A Global Depositary Receipts and International Global Depositary Receipts defined collectively as "Holders") and all owners from time to time of any beneficial interest in Rule 144A Global Depositary Shares evidenced by such Rule 144A Global Depositary Receipts, and all owners from time to time of any beneficial interest in International Global Depositary Shares evidenced by such International Global Depositary Receipts (beneficial owners of Rule 144A Global Depositary Receipts and International Global Depositary Receipts defined collectively as "Beneficial Owners"). Capitalized terms used but not defined herein shall have the meanings given to them in the Deposit Agreement.

This certification and agreement is furnished in connection with the deposit of Shares or the right to receive Shares and issuance of International GDSs pursuant to Sections 2.2 and 2.3 of Deposit Agreement.

A. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that (i) the International GDSs and the Shares represented thereby have not been and will not be registered under the U.S Securities Act of 1933, as amended (the "Securities

Act”) and (ii) the Company is not, and does not intend to be, registered under the United States Investment Company Act of 1940, as amended (the “Investment Company Act”), and the Company is relying on the exemption from the registration requirements of the Investment Company Act provided by Section 3(c)(7) of that Act.

B. We certify that:

(a) the Shares are not restricted securities within the meaning of Rule 144(a)(3) under Securities Act and we are, or at the time the Shares are deposited and at the time the International GDSs are issued will be, the beneficial owner of such Shares and of such International GDSs and (i) we are not a U.S. person (as defined in Regulation S under the Securities Act) and are located outside the United States (within the meaning of Regulation S) and we 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), (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 International GDSs; or

(b) the Shares are not restricted securities within the meaning of Rule 144(a)(3) under the Securities Act and 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 International GDSs are issued will be, the beneficial owner of such Shares and the International GDSs and (i) it is not a U.S. person (as defined in Regulation S under the Securities Act) and it is located outside the United States (within the meaning of Regulation S under the Securities Act) and it acquired, or has agreed to acquire and will have acquired, the Shares to be deposited outside the United States (within the meaning of Regulation S under the Securities 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.

C. We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to the expiration of the 40 day period following the later of the commencement of an offering of International GDSs by the Company or its affiliates of Shares or securities convertible, exercisable or exchangeable into Shares, pursuant to which offering of securities we acquired the Shares being deposited, and the related

closing (the "Distribution Compliance Period"), we (or it) will not offer, sell, pledge or otherwise transfer such International GDSs or the Shares represented thereby except (1) in a transaction meeting the requirements of Rule 144A under the Securities Act to a person that is (a) a qualified institutional buyer (as defined in Rule 144A under the Securities Act) who is also a qualified purchaser (as defined in Section 2(a)(51) of the Investment Company Act) or a purchaser that the seller and any person acting on the seller's behalf reasonably believe is a qualified institutional buyer who is also a qualified purchaser, in each case purchasing for its own account or for the account of one or more qualified institutional buyers and who are also qualified purchasers and that is able to make other representations required by the legend appearing on the Rule 144A Global Depositary Receipts and (b) aware that the offer, sale, pledge or other transfer is being made in reliance on Rule 144A and that the Company is relying on an exemption from the registration requirements of the Investment Company Act that requires the Company to limit the persons resident in the United States who purchase securities in the Company to qualified purchasers or (2) to a person other than a U.S. person (as defined in Regulation S under the Securities Act) in an offshore transaction meeting the requirements of Rule 903 or 904 of Regulation S under the Securities Act, in each case in accordance with any applicable securities laws of the States of the United States and other jurisdictions and further provided that, in connection with any transfer under (1) above, the transferor shall, prior to the settlement of such sale, withdraw the Shares from the International Facility and cause instructions to be given to the Custodian to deposit such Shares in the Rule 144A Facility and to the Depositary for the issuance of Rule 144A GDSs to or for the account of such qualified institutional buyer, all in accordance with the provisions of the Deposit Agreement. We (or it) also agree to notify any purchaser of this security from us (or it) of the resale restrictions referred to above.

Very truly,

[NAME OF CERTIFYING ENTITY]

By: _____

Name:

Title:

CERTIFICATION AND AGREEMENT OF PERSONS RECEIVING
DEPOSITED PROPERTY UPON WITHDRAWAL OF DEPOSITED
PROPERTY FROM THE INTERNATIONAL FACILITY
PURSUANT TO PARAGRAPH 2 OF THE PROVISIONS

[Date]

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

Re: Realtek Semiconductor Corp.

Dear Sirs:

Reference is hereby made to Paragraph 2 of the Provision attached as Annex A to the Deposit Agreement, dated as of January 29, 2002 (the "Deposit Agreement"), among Realtek Semiconductor Corp. (the "Company"), The Bank of New York Mellon (formerly, The Bank of New York), as depositary for the Rule 144A Facility and as depositary for the International Facility (such entity and any successor as depositary hereunder, the "Depositary"), all holders from time to time of the Rule 144A Global Depositary Receipts issued, executed and delivered thereunder and all holders from time to time of the International Global Depositary Receipts issued, executed and delivered thereunder (holders of Rule 144A Global Depositary Receipts and International Global Depositary Receipts defined collectively as "Holders") and all owners from time to time of any beneficial interest in Rule 144A Global Depositary Shares evidenced by such Rule 144A Global Depositary Receipts, and all owners from time to time of any beneficial interest in International Global Depositary Shares evidenced by such International Global Depositary Receipts (beneficial owners of Rule 144A Global Depositary Receipts and International Global Depositary Receipts defined collectively as "Beneficial Owners"). Capitalized terms used but not defined herein shall have the meanings given to them in the Deposit Agreement.

We are surrendering a GDS or GDSs (or submitting withdrawal instructions through Euroclear or Clearstream S.A.) in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Property represented by the International GDSs pursuant to Paragraph 2 of the Provisions under the Deposit Agreement.

A. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that (i) the

International GDSs and the Shares represented thereby have not been and will not be registered under the Securities Act and (ii) the Company is not, and does not intend to be, registered under the United States Investment Company Act of 1940, as amended (the “Investment Company Act”), and the Company is relying on the exemption from the registration requirements of the Investment Company Act provided by Section 3(c)(7) of that Act.

B. If prior to the expiration of the Restricted Period (defined as 40 days after the later of the commencement of the International GDSs and the issue date of the International GDSs), we certify that either:

(a) we are (or it is) a person other than a U.S. person (as defined in Regulation S under the Securities Act) located outside the United States (within the meaning of Regulation S under the Securities Act), and either:

(i) we have (or it has) sold or otherwise transferred, or agreed to sell and at or prior to otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the International GDSs or the Shares in accordance with Regulation S under the Securities Act and we are (or it is), or prior to such sale or other transfer we were (or it was), the beneficial owners of the the International GDSs; 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 GDSs or the Shares to in a transaction meeting the requirements of Rule 144A under the Securities Act to a person that is (a) a qualified institutional buyer (as defined in Rule 144A under the Securities Act) who is also a qualified purchaser (as defined in Section 2(a)(51) of the Investment Company Act) or a purchaser that the seller and any person acting on the seller’s behalf reasonably believe is a qualified institutional buyer who is also a qualified purchaser, in each case purchasing for its own account or for the account of one or more qualified institutional buyers and who are also qualified purchasers and that is able to make the other representations required by the legend appearing on the Rule 144A Global Depositary Receipts and (b) aware that the offer, sale, pledge or other transfer is being made in reliance on Rule 144A and that the Company is relying on an exemption from the registration requirements of the Investment Company Act that requires the Company to limit the persons resident in the United States who purchase securities in the Company to qualified

purchasers and, accordingly, we are (or it is) separately causing instructions to be given to the Custodian to deposit such Shares in the Rule 144A Facility and to the Depositary for the issuance of a certificate evidencing Rule 144A GDSs upon deposit 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), or prior to such sale or other transfer we were (or it was), the beneficial owner of the International GDSs; or

(iii) we (or it) will be the beneficial owner of the Shares upon withdrawal and, accordingly, we agree (or if we are acting for the account of one or more persons, such person has confirmed to us that it agrees) that, we agree that, prior to the expiration of the Restricted Period, we (or it) will not offer, sell, pledge or otherwise transfer the Shares except (A) in a transaction meeting the requirements of Rule 144A under the Securities Act to a person that is (a) a qualified institutional buyer (as defined in Rule 144A under the Securities Act) who is also a qualified purchaser (as defined in Section 2(a)(51) of the Investment Company Act) or a purchaser that the seller and any person acting on the seller's behalf reasonably believe is a qualified institutional buyer who is also a qualified purchaser, in each case purchasing for its own account or for the account of one or more qualified institutional buyers and who are also qualified purchasers and that is able to make other representations required by the legend appearing on the Rule 144A Global Depositary Receipts and (b) aware that the offer, sale, pledge or other transfer is being made in reliance on Rule 144A and that the Company is relying on an exemption from the registration requirements of the Investment Company Act that requires the Company to limit the persons resident in the United States who purchase securities in the Company to qualified purchasers or (B) to a person other than a U.S. person (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act; or

(b) we are (or it is) (a) a qualified institutional buyer (as defined in Rule 144A under the Securities Act) who is also a qualified purchaser (as defined in Section 2(a)(51) of the Investment Company Act) and that is able to make other representations required by the legend appearing on the Rule 144A Global Depositary Receipts and (b) aware that the offer, sale, pledge or other transfer is being made in reliance on Rule 144A and that the Company is relying on an exemption from the registration requirements of the Investment Company Act that requires the

Company to limit the persons resident in the United States who purchase securities in the Company to qualified purchasers and, accordingly, we (or it) are separately taking all action necessary to cause the Shares being withdrawn to be deposited in the Rule 144A Facility and for the issuance of a certificate evidencing Rule 144A GDSs or the adjustment of the Master Rule 144A GDR.

C. 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, as such laws and regulations may have been amended as of the date hereof.

D. If we are (or it is) 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 B and C hereof that are applicable to it and, if paragraph B(a)(iii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph B(a)(iii).

Very truly,

[NAME OF CERTIFYING ENTITY]

By: _____

Name:

Title: