

## Annex I

### Certification and Agreement of 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 November 2, 1999, as amended and restated as of March 21, 2000, as amended and restated as of May 24, 2001, as amended and restated as of May 8, 2002, as amended and restated as of December 10, 2002, and as further amended and restated as of September 8, 2003 (the "Deposit Agreement"), among POWERCHIP TECHNOLOGY CORPORATION (formerly, POWERCHIP SEMICONDUCTOR CORPORATION) (the "Company"), THE BANK OF NEW YORK MELLON (formerly, THE BANK OF NEW YORK), as Depositary, and Owners and Beneficial Owners of International Global Depositary Receipts (the "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 or the right to receive Shares and issuance of International Global Depositary Shares to be evidenced by one or more Receipts 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 Receipts, the International Global Depositary Shares evidenced thereby 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 Receipts are issued will be, the beneficial owner of the Shares and of the International Global Depositary Shares evidenced by such Receipt or Receipts, 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 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 International 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 Receipt or Receipts are issued will be, the beneficial owner of the Shares and of the International Global Depositary Shares evidenced by such

Receipt or Receipts, 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 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 International 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 the expiration of the 40-day period following the later of an offering of International Global Depositary Shares by the Company or its affiliates or securities convertible, exercisable or exchangeable into Shares, pursuant to which offering or 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 Receipts, the International Global Depositary Shares evidenced thereby 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 International Global Depositary Shares evidenced by the Receipt or Receipts referred to above or the Shares 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 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 a Rule 144A Global Depositary Receipt evidencing a Rule 144A Global Depositary Share 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 November 2, 1999, as amended and restated as of March 21, 2000, as amended and restated as of May 24, 2001, as amended and restated as of May 8, 2002, as amended and restated as of December 10, 2002, and as further amended and restated as of September 8, 2003 (the "Deposit Agreement"), among POWERCHIP TECHNOLOGY CORPORATION (formerly, POWERCHIP SEMICONDUCTOR CORPORATION) (the "Company"), THE BANK OF NEW YORK MELLON (formerly, THE BANK OF NEW YORK), as Depository thereunder, and Owners and Beneficial Owners of International Global Depository Receipts (the "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 a Receipt or Receipts in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Securities represented by the International Global Depository Shares evidenced by such Receipt or Receipts (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 Receipts, the International Global Depository Shares evidenced thereby and the securities represented thereby have not been and will not be registered under the Securities Act, as amended (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 International Global Depository Shares and the issue date of the International Global Depository 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 Receipts 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 beneficial owner of the Receipts, 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 Receipts 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 Depository to deliver the Shares to the custodian under the Rule 144A Deposit Agreement

for deposit thereunder and issuance of a Rule 144A Global Depositary Receipt evidencing a Rule 144A Global Depositary Share 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 beneficial owner of the Receipts, or

(iii) we will be the beneficial owner 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 a Rule 144A Global Depositary Receipt evidencing a Rule 144A Global Depositary Share.

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, 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 yours,

[NAME OF CERTIFYING ENTITY]

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

Name:

Title:

Dated: