

[Certification of Acquirors of GDRs
or Beneficial Interests in the Regulation S Master GDR
Upon Deposit of Shares]

(Insert Date)

JPMorgan Chase Bank, N.A., as Depositary
GDR Department
4 New York Plaza, 13th Floor
New York, New York 10004

Re: POWERTECH TECHNOLOGY INC.

Dear Sirs:

Reference is hereby made to the Deposit Agreement, dated as of January 17, 2006 (the "Deposit Agreement"), among Powertech Technology Inc. (the "Company"), JPMorgan Chase Bank, N.A., as Depositary, and all holders from time to time of Regulation S global depositary receipts ("GDRs") evidencing Regulation S Global Depositary Shares ("GDSs") issued thereunder.

Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement. References to the Deposit Agreement include the certification and other procedures established by the Depositary pursuant to such agreement.

This certification and agreement is furnished in connection with the deposit of Shares and issuance of Global Depositary Shares ("GDSs") to be evidenced by one or more GDRs pursuant to Section 3 of the Deposit Agreement.

We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that by depositing the Shares, we will become a party to and be bound by the provisions of the Deposit Agreement and that the GDRs, the GDSs evidenced thereby and the Shares represented thereby have not been and will not be registered under the Securities Act of 1933, as amended (the "Act").

We certify that either:

- A. We are, or at the time the Shares are deposited and at the time the GDRs are issued will be, the beneficial owner of the Shares and of the GDSs evidenced by such GDR or GDRs, and (i) we are not a U.S. person (as defined in Regulation S under the Act ("Regulation S")) and we are 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), (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 GDSs 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 GDRs are issued will be, the beneficial owner of the Shares and of the GDSs evidenced by such GDR or GDRs, and (i) it is not a U.S. person (as defined in Regulation S) and it is located outside the United States (within the meaning of Regulation S) and 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), (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 GDSs and Shares.

We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to the expiration of 40 days after the later of the commencement of the offering of the GDSs and the related closing (the "restricted period"), we (or it) will not offer, sell, pledge or otherwise transfer such GDRs, the GDSs 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) outside the United States to a person other than a U.S. Person (as defined in Regulation S) in accordance with Regulation S, in either case in accordance with any applicable securities laws of any state of the United States.

Very truly yours,

Name of Entity: _____

By: _____

Name:

Title:

[Certification of Persons Surrendering GDSs for the Purpose of Withdrawing
Deposited Securities]

(Insert Date)

JPMorgan Chase Bank, N.A., as Depositary
GDR Department
4 New York Plaza, 13th Floor
New York, New York 10004

Re: POWERTECH TECHNOLOGY INC.

Dear Sirs:

Reference is hereby made to the Deposit Agreement, dated as of January 17, 2006 (the "Deposit Agreement"), among Powertech Technology Inc. (the "Company"), JPMorgan Chase Bank, N.A., as Depositary, and all holders from time to time of Regulation S global depository receipts ("GDRs") evidencing Regulation S Global Depositary Shares ("GDSs") issued thereunder.

Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement. References to the Deposit Agreement include the certification and other procedures established by the Depositary pursuant to such agreement.

The undersigned is (or is acting as agent for a person that is) surrendering GDR(s) or giving written instructions for the purpose of withdrawal of the Deposited Securities represented by the GDSs evidenced by such GDR(s) (the "Shares") or constituting the undersigned's beneficial interest in the Master GDR as provided for in paragraph (2) of the form of GDR pursuant to Section 6 of the Deposit Agreement. The undersigned hereby:

- (i) acknowledges (or if it is a broker-dealer, its customer has confirmed to it in writing that it acknowledges) that the GDRs, the GDSs evidenced thereby and the Deposited Securities represented thereby have not been and will not be registered under the Securities Act of 1933, as amended (the "Act") or with any securities regulatory authority in any state or jurisdiction in the United States; and
- (ii) certifies that either:
 - (a) 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 either:
 - (x) 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 GDRs or the Shares to persons other than U.S. Persons (as such term is defined in Regulation S under the Act) in accordance with Regulation S under the Act, and it is, or prior to such sale or other transfer it was, the beneficial owner of the GDRs, or

(y) 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 GDRs or the Shares to a qualified institutional buyer (as defined in Rule 144A under the Act) in accordance with Rule 144A, or

(z) it will be the beneficial owner of the Shares upon withdrawal, and accordingly, it agrees that, prior to the expiration of 40 days after the later of the commencement of the offering of GDRs on behalf of the Company and the related closing, it will not offer, sell, pledge or otherwise transfer the Shares except (A) to a person whom 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) to a person other than a U.S. Person (as defined in Regulation S) in accordance with Regulation S under the Act.

OR

(b) it is a qualified institutional buyer (as defined in Rule 144A under the Act) acting for its own account or for the account of one or more qualified institutional buyers; it has (or they have) agreed to acquire the GDRs or the Shares in a transaction which it understands is being made in reliance upon Rule 144A;

- (iii) If it is a broker-dealer, it further certifies that it is acting for the account of its customer and that its customer has confirmed the accuracy of the representations contained in paragraph (ii) hereof that are applicable to it and, if paragraph (ii)(a)(z) is applicable to its customer, has confirmed that it will comply with the agreements set forth in paragraph (ii)(a)(z).

We further certify (or if we are acting for the account of another person, such person has confirmed to us that it certifies) that:

(please check the applicable box in (a) below and fill in the missing information in (b) below, as appropriate)



(a) We are (it is) a "Related Person" of the Company (as defined below).

or

We are (it is) **not** a "Related Person" of the Company (as defined below).

AND



(b)(i) We will own _____ Shares of the Company

withdrawn hereby

(do not include Shares represented by GDSs included in (b)(ii) below);

and

(ii) We will own _____ Shares and certificates of payment of the Company since execution of this Deposit Agreement, after cancellation of the GDSs surrendered hereby

and

(iii) We have withdrawn an aggregate of _____ Shares of the Company during this calendar month.

(c) We, together with our spouse, relative(s) by blood within the second degree and the enterprise(s) in which we or our spouse act as a responsible person (i.e., the director, supervisor or manager of the enterprise) (the "Related Parties"), will own ___ Shares of the Company after cancellation of the GDSs surrendered hereby;

(iv) We certify (or if we are acting for the account of another person, such person has confirmed to us that it certifies) that:

(a) We are (or the person for the account of which we are acting is) the Beneficial Owner of the GDSs hereby surrendered to the Depository for withdrawal of the Shares represented thereby;

AND

(b) We hereby certify that the following information is true and correct:

Name of Beneficial Owner of GDSs: _____

Address of Beneficial Owner of GDSs: _____

Nationality of Beneficial Owner of GDSs: _____

Number of GDSs surrendered hereby: _____

Number of Shares withdrawn hereby: _____

TSCD Book-Entry Account Number: _____

TSCD Book-Entry Account Name: _____

Custodian Name: _____

Address of Custodian: _____

Contact Person: _____

Telephone Number: _____

Foreign Investor Investment I.D. (Only required if Beneficial Owner is a non-ROC person): _____

Facsimile Number: _____

Date: _____

(v) We certify that either:

(Please check the correct box below)

a. We are a resident of the People's Republic of China;

OR

b. We are not a resident of People's Republic of China.

(vi). We certify that:

We have registered with the Taiwan Stock Exchange to invest in the ROC securities market.

A person or entity is deemed to be a "Related Person" of the Company if the person or entity is:

- (a) (i) a company of which the chairman of the board of directors or the general manager serves as the chairman of the board of directors or the general manager of the Company, or is the spouse or a relative by blood or marriage to the chairman of the board of directors or general manager of the Company within the second degree as defined under the Civil Code of the Republic of China;
- (ii) a non-profit organization of which the funds donated from the Company

exceeds one-third of the non-profit organization's total funds;

- (iii) a director, supervisor or general manager, vice-general manager, assistant vice-general manager, or departmental head of the Company reporting to the general manager of the Company;
- (iv) the spouse of a director, supervisor or general manager of the Company;
or
- (v) a relative by blood or marriage to the Company's chairman of the board of directors or general manager within the second degree as defined under the Civil Code of the Republic of China.

OR

- (b) a person or entity in which the Company has invested, which investment is accounted for by the equity method of accounting under generally accepted accounting principles in the ROC (the "**Equity Method**"); or a person or entity which uses the Equity Method to account for an investment in the Company.

Very truly yours,

Name of Entity: _____

By: _____

Name:

Title: