

PROCEDURES LETTER

_____, 20____

To: _____

Re: Taiwan Depositary Receipt Issues (“Issues”)

This letter (“Procedures Letter”) outlines the procedures by which eligible persons wishing to acquire ordinary shares (“Shares”) for deposit or to simply deposit Shares into facilities for the creation of interests in American Depositary receipts (“ADRs”) or Global Depositary receipts (“GDRs”) of Taiwan issuers (“Issuers”) who have established depositary receipt facilities with JPMorgan Chase Bank, as depositary (the “Depositary”) (“Issuers”) (a list of the current such Issuers is attached hereto as Attachment IV), may request (i) the purchase of Shares, the deposit thereof into either an ADR or GDR facility and the issuance of ADRs or GDRs (“Purchase Request”) in respect thereof or (ii) the deposit of Shares into either an ADR or GDR facility and issuance of ADRs or GDRs (“Deposit Request”) in respect thereof, to the Eligible Requestors (as defined below) or the Eligible Requestor’s designee (“Eligible Designee”). The Purchase Request and the Deposit Request are collectively referred to herein as a “Request”.

ADRs representing Shares of a particular Issuer will be issued pursuant to the Deposit Agreement for the relevant Issue (each an “ADR Agreement”) among such Issuer, the Depositary and all Holders and, as the case may be, Beneficial Owners from time to time of the ADRs issued thereunder. GDRs representing Shares of a particular Issuer will be issued pursuant to the Deposit Agreement for the relevant Issue (each a “GDR Agreement”) among such Issuer, the Depositary and all Holders and, as the case may be, Beneficial Owners from time to time of the GDRs issued thereunder. ADR Agreements and GDR Agreements are referred to collectively herein as the “Relevant Deposit Agreements” and each of the Relevant Deposit Agreements is referred to as a “Relevant Deposit Agreement”. ADRs and GDRs are referred to collectively herein as “DRs” and the depositary shares evidenced by ADRs and GDRs are referred to collectively herein as “DSs”.

The procedures described in this Procedures Letter are subject in all respects to the provisions of the Relevant Deposit Agreements, the terms of the Purchase/Deposit Request (Attachment I), and to all applicable laws, rules, regulations and market practices.

I. AVAILABILITY

Subject to all applicable laws and regulations and the provisions of the Relevant Deposit Agreement, and except to the extent hereinafter permitted under applicable law

and regulation, DRs evidencing DSs representing Shares of a particular Issuer may be issued under the procedures described herein only to the extent that such issuance would not cause the relevant aggregate outstanding DSs representing Shares of such Issuer (after additional DSs being issued under the procedures described herein) to exceed the number of the DSs representing Shares of such Issuer originally issued plus those issued as a result of a distribution on the Shares underlying such originally issued DSs or exercise by holders of DSs of their pre-emptive rights in connection with Issuer's capital increase for cash ("Availability Limit"). Availability of certain DRs may also be subject to restrictions on re-issuance established by the Issuer of the relevant Shares under the terms of the Relevant Deposit Agreement, which restrictions, by way of illustration but not limitation, may include minimum or maximum size limitations on re-issuance and/or limitations on the frequencies of re-issuance (collectively, "Issuer's Re-Issuance Restrictions"). Prior to sending any Request for the re-issuance of DRs, Eligible Requestors (defined below) are advised to contact the Local Custodian by telephone to ascertain whether the Request is subject to any Issuer's Re-Issuance Restrictions, including the availability limit.

Neither the Depository, JPMorgan Chase & Co., the entity acting as representative of the holders, and, as applicable, beneficial owners, of DSs, to hold the underlying Shares (the "Representative"), Moxley & Co., the local custodian or custodians for the relevant ADR and GDR facilities (the "Local Custodian"), JPMorgan Chase Bank, Taipei Branch, nor any other person or entity guarantees the availability of DSs representing Shares of any or all of the Issuers for issuance. Requests with respect to any given Issue will, subject to same day receipt of the remittances described below, be processed in order of actual receipt by the Depository. In the event of any uncertainty as to order of receipt of the Requests, the Depository shall determine the order of receipt in its sole and absolute discretion and without liability or responsibility to any Eligible Requestor. Please note that any Requests received after 9:00 A.M. (New York City time) on any given New York business day will be deemed received on the following New York business day for purposes of allocating availability and otherwise.

II. ELIGIBLE DEPOSIT AND DEPOSIT RESTRICTIONS

Eligible Requestors who are insiders (as defined below) or non-R.O.C. persons shall comply with the following regulatory requirements:

- (i) **Insiders.** Eligible Requestors who are "insiders" of relevant Issuer as defined under the R.O.C. Securities and Exchange Law must first obtain the approval from the R.O.C. Securities and Futures Commission and shall be solely responsible for complying with all filing, disclosure or other requirements related to the relevant deposits. Neither the Depository, the Local Custodian nor the Representative shall be responsible therefore.

- (ii) **Non-R.O.C. Persons.** Eligible Requestors who are foreign investors/overseas Chinese approved by R.O.C. authorities pursuant to the Statutes for Investment by Foreign Nationals or Statutes for Investment by Overseas Chinese must first obtain approvals from the Investment Commission, the Ministry of Economic Affairs or other R.O.C. authorities and the R.O.C. Securities and Futures Commission and shall be solely responsible for complying with all filing, disclosure or other requirements related to the relevant deposits. Neither the Depository, the Local Custodian nor the Representative, nor any of their respective officers, directors, employees, agents or representative, shall be responsible therefore.

Requests for deposit of Shares and issuance of DSs are subject to the following additional restrictions (“Deposit Restrictions”).

- (i) **Amount:** Deposits will only be accepted if the number of Shares to be deposited will equal a whole number of DSs;
- (ii) **Book Entry Shares.** Only Shares held with the Taiwan Securities Central Depository Co., Ltd. (“TDCC”) will be accepted for deposit. Physical Shares will not be accepted.

III. **OTHER CERTIFICATION REQUIREMENTS**

DRs of a particular Issue will be issued in accordance with and subject to the provisions of the Relevant Deposit Agreement for such Issue, including, but not limited to, any certification and/or informational reporting requirements contained therein. To the extent a particular Request relates to DRs not registered with the United States Securities and Exchange Commission, the entity or person submitting a Request or, if a broker dealer, the entity or person for which the broker dealer is acting (“Eligible Requestor”) or Eligible Designee, as applicable, (i) must be a Qualified Institutional Buyer as defined in Rule 144A promulgated under the U.S. Securities Act of 1933 or a Regulation S Purchaser who is not a U.S. Person as defined in Regulation S promulgated under the U.S. Securities Act of 1933 or their duly authorized representative and (ii) must comply with the certification and other requirements provided for in the Relevant Deposit Agreement(s). In addition, unless separate arrangements are agreed with the Depository in advance, Eligible Requestors and/or Eligible Designees, as applicable, will be required to certify to the Depository that they are not Affiliates of the Issuer as defined in the Relevant Deposit Agreement(s).

IV. **REQUESTS**

- (i) **Purchase Requests**

Upon satisfaction of the conditions described herein, Eligible Requestors may, subject to the Availability Limit and the Issuer's Re-Issuance Restrictions, request that underlying Shares be purchased on their behalf in the Republic of China ("R.O.C.") market in lots of 1,000 Shares ("Whole Lots") only by (i) submitting to the Depository a properly completed and duly and validly executed Purchase Request and (ii) remitting to the Local Custodian funds sufficient therefore as described below. No Purchase Request will be processed by the Local Custodian unless and until the Local Custodian confirms actual receipt of such funds in United States Dollars and the Depository receives a properly and duly and validly executed Purchase Request. After each purchase, DRs will not be issued until the Depository has received any certifications and issuance fees required under the Relevant Deposit Agreement(s). When the number of Shares requested to be purchased by an Eligible Requestor combined with any Deposit Requests for the Shares of the same Issuer from the same Eligible Requestor, the total number of Shares requested must equal a whole number of DSs.

(ii) Deposit Requests

Upon satisfaction of the conditions described herein, subject to the Availability Limit, the Issuer's Re-Issuance Restrictions and the Deposit Restrictions, Eligible Requestors may deposit underlying Shares with the Local Custodian by (i) submitting to the Depository a properly completed and duly and validly executed Deposit Request and any certifications required under the Relevant Deposit Agreements and (ii) remitting to the Local Custodian the Deposit Fee as described below. No Deposit Request will be processed by the Local Custodian unless and until the Depository receives a properly and duly and validly executed Deposit Request and any certifications and issuance fees required under the Relevant Deposit Agreements and the Local Custodian receives the Deposit Fee.

V. SUMMARY OF PROCEDURES

A. Purchase Requests

(a) Duly executed Purchase Requests must be submitted to the Depository as follows:

JPMorgan Chase Bank, Delaware Operations
500 Stanton Christiana Rd
Newark, Delaware 19713
Fax: 302-552-0330

Purchase Requests may be delivered by facsimile. Except as specifically provided in this Procedures Letter and the Purchase Request, no conditions attached to any Purchase Request will be recognized.

(b) In addition to each Purchase Request, the Eligible Requestor shall remit to the Local Custodian an amount ("Advanced Amount") not less than one hundred and

fifteen percent (115%) of the U.S. Dollar equivalent of (i) the closing price of the Shares on the immediately preceding date on which trading was conducted on the Taiwan Stock Exchange or Taipei Exchange (each such date on which trading is conducted being a “Trading Date”), multiplied by (ii) the number of Shares requested in such Purchase Request (“Base Amount”), to the Local Custodian’s Account, Account No. 544-7-09974, SWIFT code CHASTWTX, with JPMorgan Chase Bank, New York, Ref: [name of Issuer], DR, Attn: Investor Services (“Account”).

The exchange rate to be used in calculating such amount is the interbank spot market closing rate appearing on the website of Central Bank of R.O.C (<https://www.cbc.gov.tw/lp.asp?CtNode=700&CtUnit=308&BaseDSD=32&mp>) at close of business (Taipei time) on the immediately preceding date of receipt of funds.

Once funds are so remitted, the Purchase Request shall be irrevocable. If the Local Custodian has not confirmed receipt of such amount as of close of business (Taipei time) on the second Taipei banking business day (“Business Day”) following the date of the Local Custodian’s receipt of a copy of the Purchase Request from the Depository, such Purchase Request will be deemed cancelled and the Local Custodian will not be required to act thereon. No interest shall be paid on remitted funds and all fund transfers are at the sole risk and expense of the Eligible Requestor.

If the actual amount received in the Account (“Actual Amount”) is less than one hundred and fifteen percent (115%) of the Base Amount as of the Trading Day next proceeding the Execution Date (defined below), the Local Custodian may in its sole and absolute discretion reduce the requested share number to a Whole Lot amount, so that the Actual Amount is not less than one hundred and fifteen percent (115%) of the Base Amount calculated on the basis of such reduced share number and/or to a Whole Lot amount within the Available Shares (as defined in Section VI(c) below), as applicable.

After the Local Custodian receives each Purchase Request it will, when operationally practical (with reasonable commercial efforts by the Trading Date (“Execution Date”) following the Business Day on which the Local Custodian confirms receipt of funds) and subject to the Local Custodian’s reconfirmation that sufficient DSs remain available for issuance, give an “at the market” order to the Eligible Requestor’s Selected Broker (see below) to purchase the requested number of Shares (subject to reduction due to lack of availability or insufficient advanced funds (see below) but not increase on account of excess advance funds). If receipt of funds is confirmed after 12:00 noon (Taipei time), such receipt will be deemed to have been confirmed on the next following Business Day. If all of the requested number of Shares cannot be, or are not, for any reason (including but not limited to Issuer’s Re-Issuance Restrictions) purchased on one Trading Date (i.e. on the Execution Date) the Purchase Request shall be deemed cancelled as to such portion of the requested Shares not so purchased. Brokers will only be

permitted to purchase such number of Shares as will equal a whole number of DSs. Or continue the order upon requestor's email confirmation.

Instructions may not be modified, revised or, in any manner whatsoever, amended. Eligible Requestors may not directly instruct the Selected Broker.

- (c) Upon receipt from the relevant broker of the confirmation of the actual number of Shares purchased and the purchase price thereof, the Local Custodian will notify the Eligible Requestor thereof and of the settlement details and the amount drawn from the Actual Amount for settlement (and payment of commissions and fees) and cause the balance of the Actual Amount, if any, to be remitted back to the Eligible Requestor on the following Business day after the Shares are received as per the repatriation remittance instructions set out in the Purchase Request where applicable. If due to exchange rate fluctuations or otherwise the Actual Amount is insufficient to settle the transaction and pay the fees and commissions associated therewith, the Eligible Requestor is required to immediately remit to the Local Custodian the additional funds to cover the shortfall no later than 12:00 noon (Taipei time) one Business Day after the Execution Date. If the Eligible Requestor fails to do so, the Local Custodian may reverse the entire transaction, and all costs and expenses (including all losses as a result of such reversal) arising therefrom shall be borne by the Eligible Requestor.

Neither the Representative, the Local Custodian nor any other person or entity, including, but not limited to, the Depository will have any liability for interest on funds remitted or delays in return of funds and all transfers of such funds are solely at the risk and expense of the Eligible Requestors. Except for making a reasonable effort to follow the procedures described above, neither the Representative, the Local Custodian nor any other person or entity including, but not limited to, the Depository will have any responsibility or liability for the timing of remittance of returned funds.

- (d) Upon and subject to actual settlement, the Local Custodian will direct the broker to deposit the acquired Shares with the Local Custodian for the issuance of DSs in accordance with the provisions of each Relevant Deposit Agreement, including, but not limited to, any certification requirements contained therein.

B. Deposit Requests

- (a) Duly executed Deposit Requests must be submitted to the Depository as follows:

JPMorgan Chase Bank, Delaware Operations
500 Stanton Christiana Rd
Newark, Delaware 19713

Fax: 302-552-0330

Deposit Requests may be delivered by facsimile. Except as specifically provided in this Procedures Letter and the Deposit Request, no conditions attached to any Deposit Request will be recognized.

- (b) the Eligible Requestor shall remit an amount equal to NT\$2,000 plus NT\$2 per unit (i.e. per 1,000 Shares) (“Deposit Fee”) to the Local Custodian’s Account via Inter Bank Remittance System (IBRS) (國內跨行通匯) as follows (“Account”):

Bank : JPMorgan Chase, Taipei Branch
A/C Name : JPMorgan Chase, Taipei Branch
(美商摩根大通銀行台北分行)
A/C number : 00180011355413
Bank Code : 076
Branch Code : 0018
Reference : [NAME OF ISSUER] DR Program/[NAME OF
REMITTER] in the name of [REQUESTOR]
Attention : Investor Services

Once the Deposit Fee is so remitted, this Deposit Request shall be irrevocable and the Deposit Fee will not be refunded for any reason.

The Local Custodian shall not be obligated to act on any Deposit Request unless and until the Depository confirms receipt of the duly and validly executed Deposit Request and the Local Custodian actually confirms receipt of the Deposit Fee in good funds.

- (c) Upon receipt of the Deposit Request and if the requested number of Shares is within the Availability Limit, the Local Custodian will confirm the Availability Limit to the Eligible Requestor provided by telephone, that neither the Local Custodian nor the Depository shall have any responsibility if the notice of Availability Limit is not received for whatsoever reason or if for any reason availability does not remain as of the time of actual deposit.

The Eligible Requestor must complete the deposit of the Shares with the Local Custodian in accordance with Deposit Request through the book-entry system maintained by the TDCC by not later than 3:30 P.M. on the date of Local Custodian’s receipt of the Deposit Request. If the Local Custodian does not receive the relevant Shares by such time, the Deposit Request shall be deemed canceled and the Local Custodian shall not be obligated to act thereon. Please note that no transfer tax payment should be made prior to the Local Custodian’s notice of availability by telephone being received. (d) Once the Local Custodian has verified receipt of the relevant Shares, the Local Custodian shall notify the Depository and the Depository shall (subject to the certification or other requirements provided for in the relevant Deposit Agreement(s) and the receipt by it of the applicable DR issuance fee) issue the DRs to the DTC account designated by the Eligible Requestor in the Deposit Request.

Please carefully review the above procedures.

It is strongly suggested that prior to sending any Requests, Eligible Requestors contact the Local Custodian by telephone to re-confirm specific procedures and that Requests and remittances be followed up by telephone call to confirm actual receipt. Communications or remittance failures/delays are at the Eligible Requestor's risk

VI. ELIGIBLE REQUESTOR AGREEMENTS

The Eligible Requestor agrees, acknowledges and understands with respect to the foregoing that:

- (a) **Eligible Requestor's Risk.** All notices to brokers to purchase/deposit Shares must designate that DSs are to be issued with respect thereto and that in order to do so, the Shares be purchased for the DR Account.

Neither the Depositary nor any other person or entity shall have any duties or obligations to any Eligible Requestor unless and until the Shares are delivered to the DR Account and deposited into the DR facility. All notices to brokers will be delivered as an accommodation to and solely at the risk and expense of the Eligible Requestor. Except for making a reasonable effort in accordance with the procedures described above, neither the Representative, the Local Custodian nor any other person or entity, including, but not limited to, the Depositary will have any liability for any failure to purchase Shares, the timing of any such purchase, or the prices paid. Neither the Representative, the Local Custodian nor any other person or entity, including, but not limited to, the Depositary will have any liability for any act or omission of any broker to which any order is conveyed.

The Purchase Request is contingent upon the purchase of the underlying Shares, the availability of which is subject to legal and regulatory restrictions, the Availability Limit, market conditions, counter party risk, currency controls and other factors. Neither the Depositary, the Representative, the Local Custodian nor any other person or entity shall have any liability whatsoever to the Eligible Requestor for any failure or inability to purchase underlying Shares or for the manner or prices at which of such Shares may be purchased.

- (b) **Not a Broker.** In transmitting and implementing the Purchase Request, the Representative and the Local Custodian are acting solely as agent of the Eligible Requestor. Neither the Representative, the Local Custodian nor any other person or entity including, but not limited to, the Depositary is acting as a broker or financial advisor or in any other fiduciary capacity for the Eligible Requestor. All market, currency fluctuation, settlement, foreign exchange, legal and regulatory and other risks associated with carrying out the Request shall be borne by the Eligible Requestor.

Pursuant to Section IX of this Procedures Letter, the Selected Broker has been, or deemed to have been, selected by the Eligible Requestor and neither the Depositary, the Representative, the Local Custodian nor any other person or entity shall have any liability for the actions or inactions of the Selected Broker.

- (c) **Availability.** Under applicable Republic of China (“R.O.C.”) laws and regulations, Shares may be purchased or deposited hereunder (“Available Shares”) only to the extent that such purchase/deposit and issuance of additional DSs with respect thereto will not cause the aggregate outstanding DSs following such purchase/deposit of Shares and issuance of DSs exceed the Availability Limit. Requests will be handled by the Local Custodian on a first come first serve basis. Subject to the same day receipt of the remittance described in Section V above, order of priority will be based on time of actual receipt by the Depositary of complete clear and unambiguous written Requests. If such remittance is received on a day subsequent to the date on which the Request is received, priority will be based on time of the Local Custodian’s confirmation of receipt of such remittance.

In the event of any uncertainty as to the order of receipt, the Depositary shall determine the order of receipt of the Requests in its sole and absolute discretion and without liability or responsibility to the Eligible Requestor. In the event that the requested share number herein exceeds the Available Shares, the requested share number shall automatically be reduced to the number of Available Shares (rounded down to the nearest Whole Lot).

- (d) **Ambiguous Requests.** If the Request is unclear and/or ambiguous, the Local Custodian may, in its absolute discretion and without any liability on its part, act upon what it believes in good faith such Request to be or to mean, or refuse to act until any ambiguity or conflict has been resolved to its satisfaction. If the Local Custodian determines the Request to be unclear and/or ambiguous, the Local Custodian may attempt to seek clarification from the Authorized Person who executed such Request; provided that the Local Custodian shall incur no liability in the event that such clarification is not sought or obtained.
- (e) **Market Rules.** The Request shall be acted upon subject to the rules and regulations and market practices of the Taiwan Stock Exchange, Taipei Exchange and/or TDCC, and can be acted upon by the Local Custodian only during banking hours and on banking days when applicable financial markets are open for business; the Local Custodian may refuse to act on such Request if in the Local Custodian’s opinion such would be contrary to any applicable law, rule or other regulatory requirement or market practice (whether arising from any governmental authority or from the Taiwan Stock Exchange, Taipei Exchange or TDCC).

- (f) **Information.** The Eligible Requestor irrevocably and unconditionally authorizes, instructs and empowers the Local Custodian to submit all such information and file all such reports to the regulatory authorities of the R.O.C. regarding the Eligible Requestor, the actions taken hereunder or otherwise as the Local Custodian determines in its sole good faith discretion may be required and irrevocably and unconditionally waives any objection the Eligible Requestor may have thereto on the grounds of confidentiality or otherwise.
- (g) **Purchase Risks.** Any funds transferred or Shares acquired or delivered will be transferred/acquired/delivered at the risk of the Eligible Requestor as regards any laws, acts, decrees, or regulations, and any acts of warfare, seizure, confiscation or destruction, promulgated and/or done by governmental, military or civil authority, whether de jure or de facto, in control of or operating at the place where the Local Custodian and/or Depositary is located.
- (h) **Communications.** Neither the Local Custodian, the Representative nor any other person or entity shall be liable for the consequences of any discrepancy or error in any communications or funds transfer or for any telecommunications or like breakdown.
- (i) **Delivery Risk.** All transfers of cash and/or Shares are at the risk of the Eligible Requestor.
- (j) **No Conditions.** Save as expressly permitted herein, no conditions, special instructions or the like stated in any Purchase/Deposit Request shall be recognized and all Purchase/Deposit Requests shall be handled as if any such conditions, special instructions or the like were not stated therein.
- (k) **No Modification.** Notices to brokers for purchase of Shares may not be modified, revised or, in any manner whatsoever, amended and the Eligible Requestor may not instruct brokers directly.

VII. **TIMING AND COORDINATION**

As purchases and deposits are subject to Availability Limit, Issuer's Re-Issuance Restrictions, Deposit Restrictions, market movements, foreign exchange control procedures and other factors, neither the Representative, the Local Custodian nor any other person or entity (including, but not limited to, the Depositary) can assure any Eligible Requestor of the number of Shares, if any, which can be purchased/deposited, the pricing thereof or the timing of any purchase/deposit.

The purchase procedures set out above anticipate that under optimum conditions and subject to receipt of funds, trades will be initiated upon receipt of both sufficient fund and instruction . However, delays are clearly possible and are at the Eligible Requestor's risk.

The deposit procedures set out above anticipate that under optimum conditions and subject to receipt of Shares before 3:30 P.M. on the date of Local Custodian's receipt of the Deposit Request and deposit fee , DR issuance will be initiated in a timely manner. However, delays are clearly possible and are at the Eligible Requestor's risk.

VIII. INDEMNITY

Each Eligible Requestor agrees to indemnify the Representative, the Local Custodian, the Depository, each affiliate thereof and the officers, directors, employees and agents of each of them and to hold each harmless, against all costs, liabilities and expenses, including (without limitation) any legal fees and disbursements, arising directly or indirectly from the inaccuracy of any information provided by the Requestor in the Request or the actions taken or omitted to be taken by any of them pursuant to this Request.

IX. SELECTION OF BROKER

Eligible Requestors are required to designate in each Request a securities broker in the R.O.C. through which Shares are to be purchased ("Selected Broker") from among the brokers with which the Local Custodian has established accounts as listed on Attachment III hereto ("Eligible Brokers").

Due to regulatory and market constraints, the Local Custodian will not place orders with any broker other than an Eligible Broker. If the Selected Broker designated in the Request is not an Eligible Broker or no Selected Broker is designated therein, the Depository, in its sole discretion, shall reject the Request.

X. FEES, COMMISSION AND EXPENSES

The following fees, commissions and expenses will be payable by the Eligible Requestor and deducted from the remitted funds with respect to the relevant Purchase Request:

To the local Custodian:

Purchase Request: NT\$2,000 per settlement

FX conversion: NT\$1,000 per cross border funds transfer

To the Broker: 0.1425% of purchase price

In addition, fees and expenses of the Depository, as provided for in each Relevant Deposit Agreement, shall be payable directly to the Depository prior to the time of

issuance of the DSs. All securities transfer or other taxes imposed on any deposit shall be for the sole account of the Eligible Requestor.

XI. ADDITIONAL INFORMATION

Additional information concerning the above may be obtained from any one of the following representatives of JPMorgan Chase Bank:

In Delaware: ADR Settlements Hotline
Tel: 1-302-552-0230
Fax: 1-302-552- 0320 or 0330

In Taipei:

Email:taiwan.subcustody@jpmorgan.com
Fax: 8862-2725-9394

XII. TRANSMITTAL OF INFORMATION

Each Eligible Requestor is required to transmit the information contained in this Procedures Letter to any customer of such Eligible Requestor on whose behalf it may be acting in making a Request (“Customer”).

Each time an Eligible Requestor delivers a Request, such Eligible Requestor shall be deemed thereby to represent and warrant to the Representative, the Local Custodian and the Depository that the Customer on whose behalf it is submitting such Request has received this Procedures Letter and has agreed to all of the terms and procedures set forth herein and in such Request.

Very truly yours,

JPMorgan Chase Bank

By: _____
Name: John Novelli
Title: Vice President

Accepted and Agreed

[Name of Addressee]

By: _____
Name:
Title:
Date:

[name of the Eligible Requestor] hereby also confirms to the Depository, the Representative and the Local Custodian that the persons whose names, titles and specimen signatures are set out below (“Authorized Persons”) are authorized to execute the Request and all other instructions and communications related thereto (collectively, “Instructions”). Where an Instruction has been effected by means of a facsimile signature, the Depository, the Representative and the Local Custodian, and each of their respective agents, is hereby authorized by [name of the Eligible Requestor] to act on such Instruction, regardless of by whom the facsimile signature was actually affixed. Each of the Depository, the Representative and the Local Custodian, and each of their respective agents is further authorized (but is not obligated to) verify the authenticity of any Instruction issued in Eligible Requestor’s name by (a) calling any telephone number designated by the Eligible Requestor in below for this purpose and (b) obtaining affirmance or disaffirmance from any person purporting to be a person designated by the Eligible Requestor for this purpose.

| | <u>Name</u> | <u>Signature</u> | <u>Telephone No.</u> |
|----|-------------|------------------|----------------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |

ATTACHMENTS

Attachment I Purchase/Deposit Request

Attachment II Cancellation Request

Attachment III Eligible Brokers

Attachment IV Current Issuers