

LETTER OF AUTHORIZATION FOR BORROWING NT DOLLAR LOAN

To: [Name of the Custodian]

Date:

We, [name of FINI], a corporation organized and existing under the laws of (country) with our principal place of business at (registered address) (the "Client") do hereby constitute and appoint [name of the custodian] ("Custodian") as our true and lawful borrowing agent as described in the R.O.C. Bankers Associations Guidelines for Extending NT Dollar Loans to Non-Resident Foreigners in the Republic of China ("R.O.C.") (the "Borrowing Agent") with full power of substitution and revocation to handle matters related to our borrowing of NT dollar loans ("NT Dollar Loans") and to take any actions necessary, incidental to, or in connection with the NT Dollar Loans including, without limitation, (a) receipt of proceeds of the NT Dollar Loans and making payments and repayments in connection with the NT Dollar Loans from our accounts, (b) creation of pledges over securities held by us as collateral for the NT Dollar Loans, (c) executing, signing and delivery of contracts, applications, forms, and documents, (d) handling operational and reporting obligations (excluding tax reporting or filing tax returns) and any other regulatory requirements in connection with the NT Dollar Loans and (e) engaging in all other acts necessary and appropriate in relation to the role of the Custodian as our Borrowing Agent.

We agree that :

(a) The Custodian shall not be responsible for monitoring the value of the securities collateral to be provided by us, if any, for the NT Dollar Loans.

(b) We shall be fully liable and responsible for any legal and contractual obligations in connection with the NT Dollar Loans, and for any tax, duties, fees, payments and obligations imposed by the tax authority, competent government authorities/agencies and self-regulated organizations in respect of the NT Dollar Loans, and we shall defend and hold the Custodian harmless from, and indemnify the Custodian against, all costs, expenses, liabilities, claims, penalties, interest and damages arising from or in connection with any NT Dollar Loans.

(c) The Custodian shall not be liable for (i) any delay or failure to perform its obligations caused by events or circumstances beyond its reasonable control and (ii) any indirect, special or consequential damages or losses suffered, sustained or incurred by us in any way whatsoever.

(d) In any event the liabilities of the Custodian for any of its acts in relation to the NT Dollar Loans shall not exceed the fees or charges due to the Custodian in relation to such NT Dollar Loans.

Any matters not specifically addressed herein shall be governed by that certain **[name of the agreement]** entered into by and between us and the Custodian dated [] (the "Custodian Agreement").

This Letter of Authorization shall become effective on the date of execution and remain effective until and unless amended or revoked by us in writing; provided that our liabilities and responsibilities for payments and indemnification shall survive the termination of this Letter of Authorization and/or the Custodian Agreement.

The execution by the Custodian of any document in exercise of the above powers shall be conclusive evidence for all persons to whom this Letter of Authorisation may be presented of the due authority of the Borrowing Agent to execute such document on behalf of the Client.

This Letter shall be governed by and construed in accordance with the laws of the Republic of China.

IN WITNESS WHEREOF, **NAME of FINI**, has executed this Letter of Authorization on this ____ day of _____.

Signed for and on behalf of **[Name
of FINI]**

Name: XXXXXX

Title: XXXXXX