

**SCHEDULE**

to the

**Master Agreement**

dated as of \_\_\_\_\_

between

Mizuho Bank, Ltd., Taipei Branch, a branch of a Japanese banking corporation organized under the laws of Japan ("Party A")

and

\_\_\_\_\_, a [corporation] organized under the laws of the Republic of China ("Party B")

**Part 1**

**Termination Provisions**

In this Agreement:

(a) **"Specified Entity"** means

in relation to Party A:

not applicable

in relation to Party B for the purpose of:

Section 5(a)(v), Affiliates

(b) **"Specified Transaction"** will have the meaning specified in Section 14.

(c) The **"Cross-Default"** provisions of Section 5(a)(vi) will apply to Party A and Party B.

For purposes of Section 5(a)(vi),

**"Specified Indebtedness"** will have the meaning specified in Section 14; provided that in the event that (i) a party is prevented from making payments with respect to such Specified Indebtedness due to the general unavailability of the currency in which such Specified Indebtedness is denominated due to exchange controls or other governmental action or (ii) with respect to deposits made with a party, such deposits have become due, but the repayment or release thereof has been prevented as a result of any decree, regulation, law or other action taken by any governmental body or agency, which action is unrelated to such party's ability to pay deposits when due in the ordinary course of business and other than any such action resulting from the bankruptcy of such party, the amount of such Specified Indebtedness or such deposits, as the case may be, shall not be included in the calculation of the aggregate amounts referred to in Section 5(a)(vi).

**"Threshold Amount"** means (i) with respect to Party A, 3% of the stockholders' equity of Party A and (ii) with respect to Party B, 3% of the stockholders' equity of Party B.

- (d) The **"Credit Event Upon Merger"** provisions of Section 5(b)(iv) will apply to Party A and Party B and shall be modified as stated in Part 5, Item (a) of this Schedule.
- (e) The **"Automatic Early Termination"** provision of Section 6(a) will apply to Party A and will apply to Party B.
- (f) **Payments on Early Termination.** For the purpose of Section 6(e), the Second Method and Market Quotation will apply.
- (g) **"Termination Currency"** means [United States Dollars/English Pound Sterling/New Taiwan Dollar].
- (h) **"Additional Termination Event"** will not apply.

## Part 2 Tax Representations

- (a) **Payer Tax Representation.** For the purpose of Section 3(e), Party A and Party B each makes the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any

Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Sections 2(e), 6(d)(ii) or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on:

(i) the accuracy of any representation made by the other party pursuant to Section 3(f);

(ii) the satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii); and

(iii) the satisfaction of the agreement of the other party contained in Section 4(d);

*provided* that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) **Payee Tax Representations.** For the purpose of Section 3(f),

(i) Party A makes the representation specified below:

Each payment received or to be received by it in connection with this Agreement will be effectively connected with its conduct of a trade or business in the Specified Jurisdiction.

**"Specified Jurisdiction"** means Republic of China.

(ii) Party B makes the representation specified below:

No payment received or to be received by it in connection with this Agreement is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

**"Specified Jurisdiction"** means Japan.

**Part 3**  
**Agreement to Deliver Documents**

For the purpose of Sections 4(a)(i) and (ii) of this Agreement (but without prejudice to Section 4(a)(iii) of this Agreement) each party agrees to deliver the following documents, as applicable:

(a) Tax forms, documents or certificates to be delivered are:

Any form or document reasonably requested by either party in order for it to make payments under the Agreement without any deduction or withholding for or on account of any tax or to make such deduction or withholding at a reduced rate.

Party required to deliver: Party A and Party B

Date by which to be delivered: Promptly upon the earlier of (i) request by the other party and (ii) the party that is to provide the form learning that such form is required.

(b) Other documents to be delivered are:

(i) Evidence of the names, true signatures and authority of all persons signing this Agreement and any Credit Support Document

Party required to deliver: Party A and Party B

Date by which to be delivered: Upon the execution of this Agreement and any Credit Support Document

Covered by Section 3(d) representation: Yes

(ii) Certified copies of all documents (including company license, banking license, articles of incorporation, Certificate of Registration as a Profit Seeking Enterprise, Corporate Registration Card and Special Permits, if any) evidencing necessary corporate and other authorizations and approvals with respect to the execution, delivery and performance of this Agreement and any Credit Support Document

Party required to deliver: Party B

Date by which to be delivered: Upon execution of this Agreement and any Credit Support Document

Covered by Section 3(d) representation: Yes

**(iii)** Certified copies of any approvals required from the Central Bank of China with respect to Republic of China foreign exchange control laws and regulations

Party required to deliver: Party B

Date by which to be delivered: Upon execution of this Agreement and any Credit Support Document

Covered by Section 3(d) representation: Yes

**(iv)** Audited consolidated annual financial statements of a Party, prepared in accordance with generally accepted accounting principles in such party's country of organization and certified by an independent certified public accountant

Party required to deliver: Party B

Date by which to be delivered: Promptly upon request

Covered by Section 3(d) representation: Yes

**(v)** Unaudited quarterly consolidated financial statements of Party B prepared on a basis consistent with such party's annual financial statements

Party required to deliver: Party B

Date by which to be delivered: Promptly upon request

Covered by Section 3(d) representation: Yes

**(vi)** Any other document or information reasonably requested by the other party in connection with this Agreement or any Transaction

Party required to deliver: Party A and Party B

Date by which to be delivered: Promptly upon request

Covered by Section 3(d) representation: Yes

**Part 4**  
**Miscellaneous**

- (a) **Addresses for Notices.** For the purpose of Section 12(a):

Address for notices or communications to **Party A:**

Address: Mizuho Bank, Ltd.  
Taipei Branch  
9th Floor, No.68, Sec.5  
Zhongxiao East Road  
Taipei, Republic of China

Attention:

Telephone No: 886-  
Facsimile No: 886-

Address for notices or communications to **Party B:**

Address:

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Attention: Director of Operations

Telephone No: 886-  
Facsimile No: 886-

- (b) **Process Agent.** For the purpose of Section 13(c): Not Applicable
- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.
- (d) **Multibranch Party.** For the purpose of Section 10(c):

Party A is not a Multibranch Party.

Party B is/is not a Multibranch Party and will act for purposes of this Agreement through the following Offices:

and any other branch, office or agency as agreed by the parties and specified in a Confirmation.

(e) **Calculation Agent.** The Calculation Agent is Party A unless otherwise specified in a Confirmation in relation to the relevant Transaction.

(f) **Credit Support Document.** Details of any Credit Support Document:

Not Applicable.

(g) **Credit Support Provider.** Credit Support Provider means in relation to Party A, not applicable.

Credit Support Provider means in relation to Party B, not applicable.

(h) **GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF CHINA.**

(i) **Netting of Payments.** Section 2(c)(ii) will apply to any Transactions from the date of this Agreement.

(j) **"Affiliate"** will have the meaning specified in Section 14.

**Part 5**  
**Other Provisions**

(a) **Credit Event Upon Merger.**

Section 5(b)(iv) of this Agreement is amended by deleting such Section in its entirety and inserting the following in lieu thereof:

(iv) Credit Event Upon Merger. A Designated Event (as defined below) occurs with respect to a party (the "Designated Party") and such Designated Event does not constitute a Merger Without Assumption but, in the reasonable opinion of the other party, the creditworthiness of the Designated Party or, if applicable, the successor, surviving or transferee entity (which will be the Affected Party) is materially weaker than that of the Designated Party immediately prior to such action. For purposes hereof, a Designated Event with respect to a Designated Party means that, after the Trade Date of a Transaction:

(1) such Designated Party consolidates, amalgamates, or merges with or into, or transfers all or substantially all its assets (or any substantial part of the assets comprising the business conducted by such Designated Party as of the Trade Date of that Transaction) to, or receives all or substantially all the assets or obligations of, another entity;

(2) any person or entity acquires directly or indirectly the beneficial ownership of equity securities having the power to elect a majority of the board of directors of such Designated Party;

(3) such Designated Party effects any substantial change in its capital structure by means of the issuance, incurrence, or guaranty of debt or preferred stock or other securities convertible into, or exchangeable for, debt or preferred stock; or

(4) such Designated Party enters into any agreement providing for any of the foregoing.

(b) **Set-off.**

Any amount (the "Early Termination Amount") payable to one party (the Payee) by the other party (the Payer) under Section 6(e), in circumstances where there is a Defaulting Party or one Affected Party in the case where a Termination Event under Section 5(b)(iv) has



occurred, will, at the option of the party ("X") other than the Defaulting Party or the Affected Party (and without prior notice to the Defaulting Party or the Affected Party), be reduced by its set-off against any amount(s) (the "Other Agreement Amount") payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement(s) between the Payee and the Payer or instrument(s) or undertaking(s) issued or executed by one party to, or in favor of, the other party (and the Other Agreement Amount will be discharged promptly and in all respects to the extent it is so set-off). X will give notice to the other party of any set-off effected under this Part 5, Item (b).

For this purpose, either the Early Termination Amount or the Other Agreement Amount (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the relevant currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Part 5, Item (b) shall be effective to create a charge or other security interest. This Part 5, Item (b) shall be without prejudice and in addition to any right of set-off, combination of accounts, counterclaim, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

(c) **ISDA Definitions.**

This Agreement incorporates the 1991 ISDA Definitions and the 1998 Supplement to the 1991 ISDA Definitions (together the "ISDA Definitions") published by the International Swaps and Derivatives Association, Inc. which shall be deemed a part of this Agreement, except that references in the ISDA Definitions to a "Swap Transaction" shall be deemed references to a "Transaction" for purposes of this Agreement. In the event of any inconsistency between the provisions of this Agreement and the ISDA Definitions, this Agreement will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Agreement or the

ISDA Definitions, such Confirmation will prevail for the purpose of the relevant Transaction.

(d) **Confirmations.**

A Confirmation may be substantially in the form of one of the Exhibits to the ISDA Definitions or in such other form as the parties may agree.

(e) **Consent to Recording.**

Each party hereto consents to the recording of its conversations in connection with this Agreement and any Transaction.

(f) **Escrow.**

If, by reason of the time difference between the cities in which payments are to be made, it is not possible for simultaneous payments to be made on any date on which both parties are required to make payments hereunder, either party may at its option and in its sole discretion notify the other party that payments on that date are to be made in escrow. In this case, deposit of the payment due earlier on that date shall be made by 2:00 P.M. (local time at the place for the earlier payment) on that date with an escrow agent selected by the party giving the notice from among commercial banks independent of either party having a net worth of at least \$100,000,000, accompanied by irrevocable payment instructions (i) to release the deposited payment to the intended recipient upon receipt by the escrow agent of the required deposit of the corresponding payment from the other party on the same date accompanied by irrevocable payment instructions to the same effect or (ii) if the required deposit of the corresponding payment is not made on the same date, to return the payment deposited to the party that paid it into escrow. The party that elects to have payments made in escrow shall pay the costs of the escrow arrangements and shall make those arrangements to provide that the intended recipient of the amount due to be deposited first shall be entitled to interest on the deposited payment for each day in the period of its deposit at the rate offered by the escrow agent for that day for overnight deposits in the relevant currency in the office where it holds that deposited payment (at 11:00 a.m. local time on that day) if that payment is not released by 5:00 P.M. local time on the date it is deposited for any reason other than the intended recipient's failure to make the escrow deposit it is required to make hereunder in a timely fashion.

(g) **Jury Trial.**

Each party herein waives its respective right to jury trial with respect to any litigation arising under, or in connection with, this Agreement or any Transaction.

(h) **Other Agreements.**

The parties acknowledge that for various operational and systems reasons, the telexes or other documents or messages between the parties ("confirmations") evidencing some Designated Transactions (as defined below) do not refer to this Agreement, and in order to obtain the credit, legal and capital benefits of close-out netting and the other comprehensive provisions that are applicable to transactions that are subject to the terms of a single master agreement, the parties hereto agree as follows:

- (i) For purposes of this provision each party acknowledges that (A) it has, acting as principal, entered into or anticipates that it may enter into one or more Specified Transactions (as defined in Section 14 of this Agreement) with the other party (each a "Designated Transaction"); and (B) as a matter of market practice, the confirmations of some Designated Transactions refer to agreements other than this Agreement and to certain defined terms other than the 1991 ISDA Definitions or other ISDA-sponsored definitions (such other agreements and terms, "Related Terms").
- (ii) Each Covered Designated Transaction (as defined below), whether now existing or hereafter entered into, between the parties shall supplement, form part of, and be subject to this Agreement, and, for all purposes hereof, shall be a "Transaction". Any confirmation evidencing the terms of any Covered Designated Transaction will constitute a "Confirmation" as referred to in this Agreement, even where not so specified in such confirmation.
- (iii) Section 1(b) of this Agreement is hereby amended to provide that in the event of any inconsistency or other conflict between the Related Terms of any Covered Designated Transaction and either this Agreement or any defined terms (e.g. the 1991 ISDA Definitions) incorporated by reference or referred to herein, such Related Terms shall prevail solely with regard to the calculation and determination of the amount of the parties' respective scheduled payment obligations under

such Covered Designated Transaction (and the due date(s) and account(s) for payment therefore) for purposes of Section 2(a)(i) and (ii) of this Agreement. In every other respect, the terms of this Agreement shall prevail. For the avoidance of doubt, and without limiting the generality of the foregoing, the parties agree that Sections 5 and 6 of this Agreement, and all other provisions of this Agreement related to termination, termination payments or enforcement generally, shall prevail over any inconsistent Related Terms of any Covered Designated Transaction.

(iv) For purposes of this provision, the term "Covered Designated Transaction" means any Designated Transaction except for those Designated Transactions that the parties have expressly agreed (whether orally or in writing) to exclude from the operation of this Part 5, Item (h). For the avoidance of doubt, the parties agree that a Designated Transaction shall not be deemed excluded merely because the confirmation of such Designated Transaction refers to or incorporates by reference any Related Term(s).

(v) To the extent permissible by law, each Covered Designated Transaction will be governed by the laws of **the Republic of China** in accordance with this Agreement notwithstanding anything to the contrary stated in any confirmation or Related Terms.

(i) **Relationship Between Parties.**

Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

- (i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral)

received from the other party shall be deemed to be an assurance or guaranty as to the expected results of that Transaction.

(ii) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(iii) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(j) **Sharing of Information**.

Each party may share any information concerning the other party with any Affiliate.

(k) **Negative Interest Rates**.

(i) Floating Amounts. Party A and Party B agree that, if with respect to a Calculation Period for a Transaction either party is obligated to pay a Floating Amount that is a negative number (either due to a quoted negative Floating Rate or by operation of a Spread that is subtracted from the Floating Rate), the Floating Amount with respect to that party for that Calculation Period will be deemed to be zero, and the other party will pay to that party the absolute value of the negative Floating Amount as calculated, in addition to any amounts otherwise owed by the other party for that Calculation Period with respect to that Transaction, on the Payment Date that the Floating Amount would have been due if it had been a positive number. Any amounts paid by the other party with respect to the absolute value of a negative Floating Amount will be paid to such account as the receiving party may designate (unless such other party gives timely notice of a reasonable objection to such designation) in the currency in which that Floating Amount would have been paid if it had been a positive number (and without regard to the currency in which the other party is otherwise obligated to make payments).

(ii) Compounding. Party A and Party B agree that, if with respect to one or more Compounding Periods for a Transaction where "Compounding" or "Flat Compounding" is specified to be

applicable the Compounding Period Amount, the Basic Compounding Period Amount or the Additional Compounding Period Amount is a negative number (either due to a quoted negative Floating Rate or by operation of a Spread that is subtracted from the Floating Rate), then the Floating Amount for the Calculation Period in which that Compounding Period or those Compounding Periods occur will be either the sum of all the Compounding Period Amounts or the sum of all the Basic Compounding Period Amounts and all the Additional Compounding Period Amounts in that Calculation Period (whether positive or negative). If such sum is positive, then the Floating Rate Payer with respect to the Floating Amount so calculated will pay that Floating Amount to the other party. If such sum is negative, the Floating Amount with respect to the party that would be obligated to pay that Floating Amount will be deemed to be zero, and the other party will pay to that party the absolute value of the negative Floating Amount as calculated, such payment to be made in accordance with (i) above (Floating Amounts).]

(1) **Indemnification for Automatic Early Termination.**

Section 6(e)(iii) of this Agreement shall be amended to include the following sentences after the existing sentence:

In addition, to, and notwithstanding anything to the contrary in the preceding sentence of this Section 6(e)(iii), if an Early Termination Date is deemed to have occurred under Section 6(a) as a result of Automatic Early Termination, the Defaulting Party hereby agrees to indemnify the Non-defaulting Party on demand against all loss or damage that the Non-defaulting Party may sustain or incur in respect of each Transaction as a result of movement in interest rates, currency exchange rates or market quotations between the Early Termination Date and the date (the "Determination Date") upon which the Non-defaulting Party first becomes aware that the Early Termination Date has been deemed to have occurred under section 6(a).

If the Non-defaulting Party shall determine that it would gain or

benefit from the movement in interest rates, currency exchange rates or market quotations between the Early Termination Date and the Determination Date, the amount of such gain or benefit shall be deducted from the amount payable by the Defaulting Party pursuant to Section 6(e)(i)(3).

The Determination Date shall be a date not later than the date upon which creditors generally of the Defaulting Party are notified of the occurrence of the Event of Default leading to the deemed Early Termination Date.

(m) **EMU Protocol.**

The definitions and provisions in Annexes 1 to 5 of the EMU Protocol published by the International Swaps and Derivatives Association, Inc. on May 6, 1998 are incorporated into and apply to this Agreement. References in those definitions and provisions to any "ISDA Master Agreement" will be deemed to be references to this Agreement.]

(n) **Tax Event.**

Section 5(b)(ii) of this Agreement is hereby amended by deleting the words "Due to (x) any action taken by a taxing authority, or brought in a court of competent jurisdiction, on or after the date on which a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (y) a Change in Tax Law, the" and inserting the word "The" in lieu thereof.

(o) **FX and Currency Option Transactions**

(i) The definitions and provisions contained in the 1998 FX and Currency Option Definitions (the "1998 Definitions") as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee are incorporated into this Agreement, solely with respect to FX Transactions and Currency Option Transactions. Any Confirmation relating to any FX Transaction and Currency Option Transaction as defined in the 1998 Definitions, and all capitalized terms used in a Confirmation relating thereto shall have the meaning set forth in the 1998 Definitions unless otherwise specifically provided for herein or in such Confirmation.

(ii) Where an FX Transaction or Currency Option Transaction is confirmed by means of an electronic messaging system or any other form that the parties have elected to use to confirm such FX Transaction or Currency Option Transaction, (a) such confirmation will constitute a "Confirmation" as referred to in this Agreement even where not so specified in the confirmation and (b) such Confirmation will supplement, form a part of, and

be subject to this Agreement and all provisions in this Agreement will govern the Confirmation.

**IN WITNESS WHEREOF**, the parties have executed this Schedule by their duly authorized officers as of the date hereof.

**MIZUHO BANK, LTD.,  
TAIPEI BRANCH**

**[PARTY B]**

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

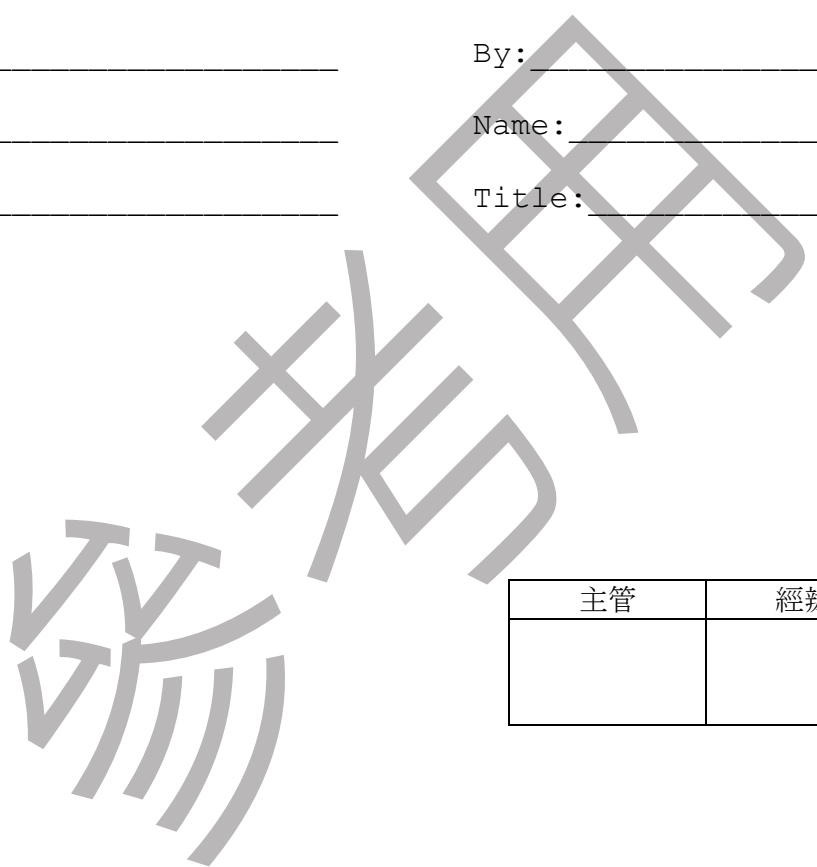
By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



主管	經辦	核章