

股份轉換文件1

股份轉讓書

注意事項：本文件為INSTRUMENT OF TRANSFER中譯文件。以下之中文翻譯僅為參考用途，表格填寫人應以英文版INSTRUMENT OF TRANSFER為有效文件據以填寫暨簽名。如中英文有任何不一致之處，應以英文版本為主。

本人/我們， John Alan Smith (轉讓人)

證券戶帳號： 9999-000XXXX

在此移轉予

JPMorgan Chase Bank, N.A. (受讓人)

股東戶號：00001

100,000 股普通股，其面額為新台幣10元，

資以發行 20,000 股美國存託憑證

未達5股之畸零股普通股
將不足轉換1股美國存託
憑證；您可以洽當地股務
代理取得剩餘持股證明

於亞獅康股份有限公司之股份中，
以本人/我們的名義將該股份轉讓予受讓人

請與您的證券存摺資訊一致；
如有資訊不確認請洽您的當地
證券商；如您未開立台灣證券
戶帳號，請註明N/A

請與股份送達書填寫
資訊一致

日期： _____, 2020

轉讓人簽章

John Alan Smith

John
Alan
Smith

簽名/授權人簽名

印鑑(如適用)

註：授權人簽章須與股務代理機構印鑑卡之簽章相同

股份轉換文件2

股份送達書

注意事項：本文件為LETTER OF TRANSMITTAL中譯文件。以下之中文翻譯僅為參考用途，表格填寫人應以英文版LETTER OF TRANSMITTAL為有效文件據以填寫暨簽名。如中英文有任何不一致之處，應以英文版本為主。

日期：_____，2020

To:

CAPITAL Securities Co. Ltd.
B2 No. 97, Sec. 2,
Dunhua S. Rd.,
Da'an Dist., Taipei City 106,
Taiwan (R.O.C.)
+886 2 2702-3999

1. 發行人：亞獅康股份有限公司（下稱「本公司」）
2. 存託之普通股股數：_____ 100,000 _____（下稱「存託股票」）¹
3. 可轉換之美國存託憑證股數（每單位美國存託憑證表彰普通股5股）：_____ 20,000 _____
4. 存託人帳戶所在之美國券商名稱：_____ GOLDMAN SACHS & CO. LLC _____²
5. 美國證券商帳號：_____ XXXXXXXX _____
6. 美國證券商於美國集中保管信託公司(DTC)參加人代號：_____ 0005 _____
7. 複委託帳戶名稱（如適用）：_____ John Alan Smith – Fubon Securities Co Ltd _____
8. 複委託帳號（如與5.美國證券商帳號不同時填寫）：_____ 9999-000XXXX _____³
9. 股份提取日期：_____⁴
10. 股份證明書編號：_____
11. 股東原始戶號：_____

2-3: 請與文件1-股份轉讓書填寫之資訊一致

4-6: **最重要的資訊**。請與您的美國證券商確認所有帳戶資訊以確保ADS撥付指令正確，您可以至下列網站查詢您的美股帳戶是否為有效之美國DTC參加人。<https://www.dtcc.com/client-center/dtc-directories>

7-8: 如果您並未使用任何證券商之複委託服務（即：直接使用美股帳戶），請將該欄位留空白。

如果您是使用台灣券商之複委託服務或其他無DTC代號之網路券商，請立即與您的複委託券商確認他們是與哪間國外券商合作，以取得您正確的DTC帳號資訊以確保ADS撥付指令正確。

¹ 第2-4項：由股東提供。

² 第5-8項：由股東洽您的美股券商／複委託券商以取得正確資訊。

³ 如果股東沒有複委託帳號，請留空白或填寫N/A。

⁴ 第9-11項：股東可將該欄位留空白，由當地執行單位/開曼登記處協助填寫。

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敬啟者：

本文件係依據本人(以下稱「轉讓人」)簽署之股份轉讓書辦理，依據該股份轉讓書，轉讓人已將本公司之存託股票依其存託人之身份轉讓與摩根大通銀行JPMorgan Chase Bank, N.A.(以下稱「存託銀行」，以其名義作為美國存託憑證(ADRs)之持有人。此處使用但尚未定義之大寫專有名詞與存託合約中之定義相同。

關於存託股票之轉讓，轉讓人在此確認(a)已在上述美國券商中開立上述帳戶，且該美國券商為集中保管信託公司(The Depository Trust Company，以下稱「DTC」)之參加人，或有進入DTC之權利；(b)該美國券商已告知轉讓人其美國券商帳號及複委託帳號(如適用)；(c)已指示該美國券商向DTC進行請求託管人存取(Deposit/withdrawal at custodian，以下稱「DWAC」)，包括前面所列之美國券商帳號及複委託帳號(如適用)；(d)授權此股份送達書之收件人以其作為本公司之股份轉換代理人身份，以(i)自轉讓人處收取存託股票，並根據本公司、存託銀行及隨時依美國存託憑證發行之持有人之存託合約，代表轉讓人存託該存託股票；(ii)關於該存託股票之存託，提供予存託銀行書面指示(全球股份送達書，Global Letter of Transmittal)，以指示其接受美國券商對於美國券商帳號及複委託帳號(如適用)辦理之DWAC，並根據上列發行資訊/交付指示以簿記形式發行表彰存託股票之美國存託憑證，且由轉讓人支付根據存託合約之任何需繳款項，及(iii)將上列發行資訊/交付指示作為總清單之一部分，並將其附在全球股份送達書(Global Letter of Transmittal)一併提供予存託銀行，以利存託銀行在轉讓人之美國券商請求DWAC(需包括上列之美國券商帳號及複委託帳號(如適用)後發行轉讓人可能有權獲得之美國存託憑證。轉讓人已知悉並同意，需支付根據存託合約之所有應繳款項予股份轉換代理人，以轉交給存託銀行。轉讓人也已知悉並同意，如果其美國券商未能在提交全球股份送達書後之五個美國證券交易日內正確請求包括上列美國券商帳號及複委託帳號(如果有)之DWAC，存託銀行可以將存託股票退還予股份轉換代理人，以退還予轉讓人，且根據存託合約與存託股票之存託相關之任何費用應由存託銀行保管，以支付相關之處理費用。

關於存託股票之存託，轉讓人已向股份轉換代理人聲明、保證、同意及立約，(1)轉讓人已閱讀根據其存託股票之存託合約中規定之所有適用之聲明及保證，包括但不限於存託合約所附ADR格式之第(1)段規定；(2)存託合約中規定之所有此類聲明及保證均引用併入本文件，並被視為本文件中的一部分，如同該等聲明與保證係直接於本文件中所做成；(3)根據本股份送達書和該存託合約進行之存託需符合存託合約中之聲明、保證及規定，以及所有適用之法規；及(4)藉由該存託股票之存託，轉讓人將受到存託合約規定之規範。

轉讓人茲此進一步聲明及保證，存託之股票已根據1933年修訂之美國證券法(以下稱「美國證券法」)進行登記，或此類存託股票之存託、出售及轉讓得豁免其登記要求。

轉讓人茲此進一步聲明、保證、同意及立約：(A)(1)轉讓人並非此存託股票之發行人，也沒有直接或間接為發行人代理人，或為發行人之關係人(定義係依據美國證券法Rule 144(a)(1)之規定)，或在過去三個月內為發行人之關係人；(2)轉讓人未自非公開發行之交易直接或間接從發行人或發行人之關係人買入該存託之股票，且存託之股票非為限制證券(定義係依據美國證券法Rule 144(a)(3)之規定)；(3)轉讓人未向發行人買入任何此存託之股票以進行配售，或直接或間接參與承銷相關事宜；及(4)此存託之普通股並非由參與配售經銷商認購之股票。或(B)若(1)轉讓人為發行人，或直接或間接為發行人之代理人，或為發行人之關係人，或在過去三個月內為發行人之關係人，或(2)自非公開發行之交易直接或間接從發行人或發行人之關係人買入該存託之股票，或存託之股票為限制證券，則轉讓人茲此聲明(a)轉讓人(i)已依據美國證券法完成有效登記或(ii)依據Rule 144相關規定得以出售此由存託普通股發放之美國存託股票，且在(i)及(ii)的情況下，該存託之股票之購買人將不會獲得限制證券；(b)如果是根據美國證券法Rule 144進行或將要進行之出售，則轉讓人及其券商(如適用)已遵守Rule 144關於存託股票之存託之要求，或轉讓人及其券商(如適用)保證會遵守Rule 144關於美國存託憑證出售之要求；(c)轉讓人係善意以美國存託股票之形式，在美國存託股票發放後一定合理之時間內，在Rule 144相關規定情況下出售此美國存託股票，Rule 144(c)(e)(f)(h)則不適用，以便可以在美國證券市場自由轉讓及出售該存託股票；及(d)已通知該存託股票之存託銀行及發行人該存託股票之存託係根據條款(B)辦理，並在要求發行人或其股務代理進行變更登記(股票變更為JPMorgan名下)前，提供由發行人要求之法律意見，聲明或其他相關所需文件(或其他JPMorgan Chase Bank, N.A.另行指示之事項)。

此份文件中所述的「發行人」(issuer) 包括公司(ASLAN) 以及任何可以直接或間接藉由一層或多層中介而控制或受該公司控制，或在該公司之一般控制之下的人；經銷商(dealer) 指的是直接或間接以中介，或代理的角色從事證券買賣；承銷商(underwriter)指的是從事或參與股票配售及承銷的相關業務，但以賺取發售佣金的中介或經銷商不屬於此定義的承銷商範圍。

轉讓人茲此進一步聲明、保證、同意及立約：(1) 存託之股票並不享有任何優先購買權或類似之權利；(2) 存託之股票係經正式授權，有效之發行，繳足股款且不可衡量，並經合法取得；(3) 與存託之股票相關之優先購買權(及類似權利)業已有效的放棄或行使完畢；(4) 轉讓人業已經妥適授權以進行存託股票之存託，並已滿足相關適用法規之要求；(5) 存託之股票無任何留置權、負擔、擔保、抵押、或不利之請求；(6) 存託之股票並未被剝奪任何權利；(7) 存託之股票不受任何適用法規未滿足要求之限制；(8) 將存託之股票存託至摩根大通銀行，作為存託股票之註冊持有人摩根大通銀行之股東名冊，發行為表彰存託股票之存託憑證，並且表彰存託股票之存託憑證之任何要約、轉讓、出售、質押或其他處置均不與本公司章程或任何法規相抵觸，且不需任何政府或其他官方機構的任何命令、同意、許可、確認，豁免，授權、批准或註冊；(9) 法規對於轉讓任何存託之股票，或存託股票之持有人之持有或投票之權利沒有任何限制。

轉讓人茲此保證存託股票係真實非經偽造，且轉讓人對其擁所有權，以及在公司的簿冊上或其他形式上未有被禁止或被剝奪任何權益之情事，並且轉讓人同意在此後之任何時間，如基於任何原因，存託銀行、保管銀行，或其他第三方就存託股票提出請求或主張存託股票無效，如基於任何原因，摩根大通銀行未得到承認或在任何時間未能繼續被承認為持有人或上述聲明並非真實，轉讓人將依據請求，提供其他有效之股票。

轉讓人授權股份轉換代理人根據轉讓人所作之證明、確認、聲明、保證、合意、同意及擔保以出具全球股份送達書予存託銀行，並根據全球股份送達書提供相應之證明、確認、聲明、保證、合意、同意及擔保予存託銀行。轉讓人並授權存託銀行及其代理人根據轉讓人所作之證明、確認、聲明、保證、合意、同意及擔保以確認將由股份轉換代理人交付全球股份送達書予存託銀行。轉讓人已知悉並同意此協議中之賠償，承認，保證，確認，聲明及擔保，存託股票之發行，任何要約，轉讓，出售，質押或存託股票之其他處置，放棄，註銷或撤銷。

於前述日期確認並同意：

(若聲明人為公司法人請填公司法人名)

By:

John Alan Smith

(自然人簽名，或代表公司法人填寫之自然人簽名)

簽名人之全名： *John Alan Smith*

簽名人之職稱(如適用)： _____

簽名人之連絡電話： +886 936 999 999

註：授權人簽章須與股務代理機構印鑑卡之簽章相同

CONVERSION DOCUMENT 1

INSTRUMENT OF TRANSFER

I/We, John Alan Smith (the Transferor)

Account Number: 9999-000XXXX

DO HEREBY transfer to

JPMorgan Chase Bank, N.A. (the Transferee)

Shareholder Number: 00001

To be consistent with your securities passbook; if you don't have the trading account in Taiwan TDCC, leave it N/A. Please contact your local broker if information not available on hand

the 100,000 ordinary shares at par value of NT\$10.00,

equivalent to 20,000 ADSs (ordinary share: ADS = 5:1)

standing in my/our name in the undertaking called

ASLAN Pharmaceuticals Limited

to hold the same unto the Transferee

Note that remaining ordinary shares not in multiples of five will not be converted to one ADS; you can have a proof of remaining shareholding from local stock service agent

To be consistent with Letter of Transmittal

Dated: _____, 2020

Signed by the Transferor

John Alan Smith

*John
Alan
Smith*

Signature/Authorized Signature

Chop/Seal (if available)

N.B. The same authorized signature/chop with Stock Service Agent specimen card is required.

CONVERSION DOCUMENT 2

LETTER OF TRANSMITTAL

Dated: _____, 2020

To:
CAPITAL Securities Co. Ltd.
B2 No. 97, Sec. 2,
Dunhua S. Rd.,
Da'an Dist., Taipei City 106,
Taiwan (R.O.C.)
+886 2 2702-3999

1. Name of Issuer: **ASLAN Pharmaceuticals Limited** (the "Company")
2. Number of Ordinary Shares to be deposited: 100,000 (the "Deposited Securities")¹
3. Number of ADSs to be Issued (Each ADS Representing Five Ordinary Shares): 20,000
4. Name of U.S. Broker Where the Undersigned Has an Account: GOLDMAN SACHS & CO. LLC²
5. U.S. Brokerage Account Number: XXXXXXXX
6. DTC Participant Account Number for such U.S. Broker: 0005
7. Sub-Brokerage Account Name (if any): John Alan Smith – Fubon Securities Co Ltd
8. Sub-Brokerage Account Number (if different from the U.S. Brokerage Account Number): 9999-000XXXX³
9. Share Extract Date: _____⁴
10. Share Certificate Number: _____
11. Shareholder Registration Number: _____

2-3: To be consistent with Instrument of Transfer

*4-6: **This information is very important.** Please confirm with your US securities broker. You can check your DTC participant numerical listing on <https://www.dtcc.com/client-center/dtc-directories>*

7-8: If you don't use securities broker's 'sub-brokerage service', please leave it blank.

If you do, please check with your securities broker whom they are working with to obtain your US brokerage account number and DTC Participant Account Number for such U.S. Broker to fill in Item 4-6.

¹ Items 2 - 4: shareholder to provide.

² Items 5 - 8: shareholder to get this information from broker.

³ If there is no Sub-Brokerage Account, please either leave blank or insert N/A.

⁴ Items 9 - 11: shareholder can leave this blank. Local Administrator/Cayman Registrar will complete.

Dear Sirs:

We refer to the Instrument of Transfer, executed by the undersigned (the "Transferor"), pursuant to which the Transferor has transferred the Deposited Securities of the Company into the name of JPMorgan Chase Bank, N.A. in its capacity as depository for the benefit of holders of ADRs (the "Depository"). Capitalized terms used but not defined herein have the meanings assigned to such terms in the Deposit Agreement.

In connection with the transfer of the Deposited Securities, the Transferor hereby confirms that (a) it has opened the above-referenced account with the U.S. broker named above and that such U.S. broker is a participant within, or otherwise has access to The Depository Trust Company ("DTC"), (b) such U.S. broker has informed the Transferor of such Transferor's U.S. Brokerage Account Number and Sub-Brokerage Account Number (if any) at such U.S. broker, (c) it has instructed such U.S. broker to initiate a DWAC (Deposit/withdrawal at custodian) request within DTC containing the U.S. Brokerage Account Number and Sub-Brokerage Account Number (if any) set forth above and (d) it authorizes the addressee of this Letter of Transmittal, in its capacity as conversion agent for the Company (the "Conversion Agent") to (i) receive the Deposited Securities from the Transferor and deposit such Deposited Securities, for and on behalf of the Transferor, with the Depository under the Deposit Agreement dated as of May 8, 2018 among the Company, the Depository and all holders from time to time of American Depository Receipts issued thereunder (as the same may be amended and restated and/or amended from time to time, the "Deposit Agreement"), (ii) in connection with such deposit, provide a written order to the Depository (each a "Global Letter of Transmittal") directing the Depository to accept the U.S. broker initiated DWAC referencing the U.S. Brokerage Account Number and Sub-Brokerage Account Number (if any), and to issue American Depository Shares representing the Deposited Securities (the "ADSs") in book entry form in accordance with the issuance information/delivery instructions set forth above, against payment by the Transferor of any amounts owing under the Deposit Agreement, and (iii) provide the issuance information/delivery instructions set forth above to the Depository as part of a master list which we understand shall be attached to a Global Letter of Transmittal so as to enable the Depository to issue the ADSs after the Transferor's U.S. broker has requested a DWAC (which shall include the U.S. Brokerage Account Number and Sub-Brokerage Account Number (if any) set forth above) for the ADSs to which the Transferor might be entitled. The Transferor acknowledges and agrees that all amounts owing under the Deposit Agreement will be collected by the Conversion Agent for forwarding to the Depository. The Transferor also acknowledges and agrees that should its U.S. broker fail to properly request a DWAC containing the U.S. Brokerage Account Number and Sub-Brokerage Account Number (if any) set forth above within five U.S. trading days of the submission of a Global Letter of Transmittal, the Depository may return the Deposited Securities to the Conversion Agent for return to the Transferor and any and all fees under the Deposit Agreement related to the deposit of such Deposited Securities shall be retained by the Depository to cover processing costs related to the same.

In connection with the deposit of the Deposited Securities, the Transferor certifies, confirms, represents, warrants, agrees and covenants to the Conversion Agent that (1) the Transferor has read all of the representations and warranties applicable to it that are set forth in the Deposit Agreement pursuant to which the Deposited Securities will be deposited including, without limitation, those set forth in paragraph (1) of the form of ADR attached to the Deposit Agreement, (2) all of such representations and warranties set forth in the Deposit Agreement are incorporated herein by this reference, and are deemed to be a part hereof as if directly set forth herein, (3) the deposit to be made in accordance with this Letter of Transmittal and pursuant to such Deposit Agreement will be in compliance with the representations, warranties and provisions of such Deposit Agreement and all applicable laws, rules and regulations, and (4) by causing such Deposited Securities to be deposited, the Transferor will be bound by the provisions of the Deposit Agreement.

The Transferor hereby further certifies, confirms, represents and warrants that the Deposited Securities have either been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the deposit, sale and transfer of such Deposited Securities is exempt from the registration requirements thereof.

The Transferor hereby further certifies, confirms, represents, warrants, agrees and covenants that: (A) (1) the Transferor is not an "issuer" of the Deposited Securities and is not directly or indirectly acting for such "issuer," is not an "affiliate" (as defined in Rule 144(a)(1) promulgated under the Securities Act) of such "issuer", and has not been an affiliate of such "issuer" during the preceding three (3) months, (2) the Transferor has not purchased any of

such Deposited Securities directly or indirectly from an “issuer” or an “affiliate” of an “issuer” in a transaction or chain of transactions not involving any public offering, and the Deposited Securities are not otherwise “restricted securities” (as defined in Rule 144(a)(3) promulgated under the Securities Act), (3) the Transferor has not purchased any of such Deposited Securities from an “issuer” with a view to distribution, is not proposing to offer or sell any of such Deposited Securities for an “issuer” in connection with the distribution of such Deposited Securities, and is not participating, and does not have a direct or indirect participation, in any such undertaking or in the direct or indirect underwriting of any such undertaking, and (4) such Deposited Securities do not constitute the whole or a part of an unsold allotment to or subscription by a “dealer”, as a participant in the distribution of such Deposited Securities by the Company issuing the same or by or through an “underwriter”; or (B) to the extent (1) the Transferor is an “issuer” of such Deposited Securities or is directly or indirectly acting for such “issuer” or is an “affiliate” of such “issuer”, or has been an affiliate of such “issuer” during the preceding three (3) months, or (2) the Deposited Securities were acquired directly or indirectly from an “issuer” or an “affiliate” of an “issuer” in a transaction or chain of transactions not involving any public offering, or the Deposited Securities are “restricted securities”, the Transferor (a) is currently able to sell all of the ADSs issuable on the deposit of such Deposited Securities in a single transaction pursuant to (i) an effective registration statement under the Securities Act or (ii) Rule 144 promulgated under the Securities Act, and in the case of each of sub-clause (i) and (ii), any purchaser of such ADSs and/or the Deposited Securities represented thereby will not receive “restricted securities”, (b) in the case of a sale made or to be made in reliance on Rule 144 promulgated under the Securities Act, the Transferor and its broker, if any, have complied with all of the requirements of Rule 144 with respect to the ADSs to be issued on deposit of such Deposited Securities, or it and its broker, if any, represent and covenant that all such requirements of Rule 144 will be on the sale of such ADSs fully complied with, (c) in the case of a sale made or to be made in reliance on Rule 144 promulgated under the Securities Act, has placed an order to sell, or represents and covenants that it has a bona fide intention to sell, the ADSs issuable upon deposit of such Deposited Securities within a reasonable time after the issuance thereof, in the manner required by Rule 144, or, at the time of deposit, the requirements of paragraphs (c), (e), (f) and (h) of Rule 144 shall not then apply so that such Deposited Securities may be freely transferred and may otherwise be offered and sold freely in the United States, and (d) has notified the Depositary and the “issuer” of such Deposited Securities that such Deposited Securities are being deposited in accordance with this clause (B), and has provided each of the Depositary and such “issuer” with legal opinions, representation letters and such other information as and to the extent requested by the Depositary and/or such “issuer” prior to requesting such “issuer” or its transfer agent and/or share registrar to re-registrar the Deposited Securities to be deposited in the name of JPMorgan Chase Bank, N.A. as depositary for the benefit of holders of ADRs (or as otherwise directed by JPMorgan Chase Bank, N.A.).

For the purposes of this certification the term “issuer” includes not only the Company but also any person directly or indirectly controlling, controlled by or under direct or indirect common control with the Company; the term “dealer” means any person who engages either for all or part of his time, directly or indirectly, as agent, broker, or principal, in the business of offering, buying, selling, or otherwise dealing or trading in securities issued by another person; the term “underwriter” means any person who has purchased from the “issuer” the securities presented for deposit with a view to, or offers or sells for the “issuer” in connection with, the distribution of any such securities, or participates or has a direct or indirect participation in any such undertaking, or participates or has a participation in the direct or indirect underwriting of any such undertaking; but the term “underwriter” does not include a person whose interest is limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors’ or seller’ commission.

The Transferor hereby further certifies, confirms, represents, warrants, agrees, covenants and guarantees that: (1) the Deposited Securities are not subject to any pre-emptive or similar rights; (2) the Deposited Securities are duly authorized, validly issued, fully paid and non-assessable, and were legally obtained by the Transferor; (3) all pre-emptive (and similar) rights with respect to the Deposited Securities have been validly waived or exercised; (4) the Transferor is duly authorized to cause the Deposited Securities to be deposited and has fulfilled all requirements of applicable law or regulation with respect to the Deposited Securities or the deposit thereof against the issuance of ADSs; (5) the Deposited Securities are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim; (6) the Deposited Securities have not been stripped of any rights or entitlements; (7) the Deposited Securities are not subject to any unfulfilled requirements of applicable law or regulation; (8) the deposit of the Deposited Securities with JPMorgan Chase Bank, N.A., the entry in the register of members of the Company of JPMorgan Chase Bank, N.A. as the registered holder of the Deposited Securities, the issuance of ADSs

representing the Deposited Securities, and any offer, transfer, sale, pledge or other disposition of the ADSs or the Deposited Securities represented thereby do not conflict with or result in a breach of any terms or provisions of the Company's governing charter documents or any law, rule or regulation, and do not require any order, consent, permit, license, validation, exemption, authorization or approval of or registration with any governmental authority or agency or other official body; and (9) there are no restrictions under law on the transfer of any of the Deposited Securities or the rights of the holder of the Deposited Securities to hold or vote such Deposited Securities.

The Transferor does hereby unconditionally guarantee that the Deposited Securities are genuine and that the Transferor has good title to them, and that there are no stops or restraints against the same on the books of the above Company or otherwise, and the Transferor agrees that at all times hereafter, if for any reason the Depositary, the Custodian or any other party or parties should make claim on said Deposited Securities or declare said Deposited Securities to be invalid, if for any reason JPMorgan Chase Bank, N.A. is not recognized or at any time fails to continue to be recognized as the holder or the certification made above was not true when made, the Transferor will, upon request, substitute other valid securities.

The Transferor authorizes the Conversion Agent to rely upon the certifications, confirmations, representations, warranties, agreements, covenants and guarantees made by the Transferor hereunder for purposes of issuing a Global Letter of Transmittal to the Depositary and providing corresponding certifications, confirmations, representations, warranties, agreements, covenants and guarantees to the Depositary pursuant to a Global Letter of Transmittal. The Transferor also authorizes the Depositary and its agents to rely upon the certifications, confirmations, representations, warranties, agreements, covenants and guarantees made by the Transferor hereunder for purposes of confirming the Global Letter of Transmittal(s) to be submitted to the Depositary by the Conversion Agent. The Transferor acknowledges and agrees that its indemnities, acknowledgements, certifications, confirmations, representations, warranties, agreements, covenants and guarantees herein shall survive the deposit of the Deposited Securities under the Deposit Agreement, the issuance of ADSs representing the Deposited Securities, any offer, transfer, sale, pledge or other disposition of the ADSs or the Deposited Securities represented thereby, any surrender and cancellation of ADSs, and any withdrawal of Deposited Securities represented by ADSs.

Certified and Agreed to as of the date first above written:

(Firm name for institutional holders)

By:

John Alan Smith

(Signature)

Name in full: *John Alan Smith*

Title (if any): _____

Contact Phone Number: *+886 936 999 999*

N.B. The same authorized signature/chop with Stock Service Agent specimen card is required.