

FORM OF CERTIFICATE FOR TRANSFER TO QIB/QUALIFIED PURCHASER

[Date]

[Citicorp International Limited
56/F, One Island East
18 Westlands Road
Island East
Hong Kong]
Attention: [Agency and Trust]

Re: [Title of Debt Security] (the “Debt Securities”)
of TSMC Global Ltd. (the “Issuer”)

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of April 3, 2013 (as amended and supplemented from time to time, the “Indenture”), between the Issuer, Taiwan Semiconductor Manufacturing Company Limited, as Guarantor, and Citicorp International Limited, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

This letter relates to US\$_____ aggregate principal amount of Debt Securities [*in the case of a transfer of an interest in a Regulation S Global Securities: which represents an interest in a Regulation S Global Security beneficially owned by*] the undersigned (the “Transferor”) to effect the transfer of such Debt Securities in exchange for an equivalent beneficial interest in the Rule 144A Global Security.

In connection with such request, and with respect to such Debt Securities, the Transferor does hereby certify that:

- (i) such Debt Securities are being transferred in accordance with Rule 144A under the Securities Act of 1933, as amended (“Rule 144A”), to a transferee that the Transferor reasonably believes is:
 - (a) a “qualified institutional buyer” within the meaning of Rule 144A (“QIB”),
 - (b) a “qualified purchaser” within the meaning of Section 2(a)(51)(A) of the Investment Company Act and the rules and regulations thereunder (“Qualified Purchaser”),
 - (c) is aware that the transfer of the Debt Securities to it is being made in reliance on Rule 144A and Section 3(c)(7) of the Investment Company Act, and
 - (d) is acquiring such Debt Securities for its own account or for the account of one or more persons who are QIBs and also Qualified Purchasers, over which it exercises sole investment discretion;

- (ii) such Debt Securities are being transferred in a transaction meeting the requirements of Rule 144A and in accordance with applicable securities laws of any state of the United States or any other jurisdiction; and
- (iii) the Transferor has notified the transferee of the restrictions on transfer and the representations and agreements deemed to be made by the transferee as set forth in Attachment I hereto.

You and the Issuer are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By _____

Authorized Signature

FORM OF CERTIFICATE FOR TRANSFER
PURSUANT TO REGULATION S

[Date]

[Citicorp International Limited]
[Address]
Attention: []

Re: [Title of Debt Security] (the “Debt Securities”)
of TSMC Global Ltd. (the “Issuer”)

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of April 3, 2013 (as amended and supplemented from time to time, the “Indenture”), between the Issuer, Taiwan Semiconductor Manufacturing Company Limited, as Guarantor, and Citicorp International Limited, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

In connection with our proposed sale of US\$_____ aggregate principal amount of the Debt Securities [*in the case of a transfer of an interest in a 144A Global Security*: , which represent an interest in a 144A Global Security beneficially owned by] the undersigned (“Transferor”), we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the Securities Act of 1933, as amended (the “Securities Act”), and, accordingly, we represent that:

(a) the offer of the Debt Securities was not made to “U.S. Person” (as defined in Regulation S);

(b) either (i) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States or (ii) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;

(c) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S, as applicable;

(d) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act; and

(e) we are the beneficial owner of the principal amount of Debt Securities being transferred.

In addition, if the sale is made during a Distribution Compliance Period and the provisions of Rule 904(b)(1) or Rule 904(b)(2) of Regulation S are applicable thereto, we confirm that such sale has been made in accordance with the applicable provisions of Rule 904(b)(1) or Rule 904(b)(2), as the case may be.

You and the Issuer are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this letter have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By_____

Authorized Signature