

Conversion Document-Annex 1
INSTRUMENT OF TRANSFER

I/We, _____ (the Transferor)

Account no.: _____

for the value received DO HEREBY transfer to

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

Account no.: 999999999

the _____ ordinary shares at par value of US\$0.30, equivalent to

_____ ADSs (ordinary shares:ADSs=2:1)

standing in my/our name in the undertaking called

Himax Technologies, Inc.

to hold the same unto the Transferee

Dated: _____, 20____

Signed by the Transferor

Signature



Chop/Seal

Transferor Contact Information

Tel: _____

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DR – LETTER OF TRANSMITTAL FOR US REGISTERED SECURITIES

BROKER / CUSTOMER TO COMPLETE ALL HIGHLIGHTED INFORMATION

Date of Deposit: _____

To:

The Hongkong and Shanghai Banking Corporation Limited
Attn: Direct Custody & Clearing, Settlement
3/F, Tower 3, HSBC Centre
1 Sham Mong Road, Kowloon, Hong Kong
As Custodian for JPMorgan Chase Bank, N.A. (the “Custodian”)

and

JPMorgan Chase Bank, N.A., as depositary (the “Depositary”)
500 Stanton Christiana Road
Newark, DE 19713 USA
Attn: Depositary Receipt - Operations

We enclose herewith the following securities (the “Deposited Securities”) registered in name of JPMorgan Chase Bank, N.A. as depositary for the benefit of holders of American Depositary Receipts:

Name of Issuer: _____ (the “Company”)

Class of share (e.g. ordinary, preferred, common): _____

Share Extract Date	Share Certificate Number (if any)	No. of Shares
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In connection with the deposit of the Deposited Securities, the depositor and any person on whose behalf it may be acting, certifies, confirms, represents, warrants, agrees and covenants to you that (1) he, she or it has read all of the representations and warranties applicable to it that are set forth in the Deposit Agreement with the Depositary pursuant to which the Deposited Securities are being deposited (as amended from time to time, the “Deposit Agreement”), 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 being made under this Letter of Transmittal and pursuant to such Deposit Agreement is being made in compliance with the representations, warranties and provisions of such Deposit Agreement and all applicable laws, rules and regulations, and (4) by depositing such Deposited Securities he, she or it will become a party to and be bound by the provisions of the Deposit Agreement.

Capitalized terms used but not defined herein have the meanings assigned to such terms in the Deposit Agreement.

The depositor 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 depositor signing below hereby further certifies, confirms, represents, warrants, agrees and covenants that: (A) (1) neither the depositor nor any person(s) on whose behalf the Deposited Securities are being presented for deposit against the

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issuance of American Depositary Shares or Global Depositary Shares (in either case, "DSs") is an "issuer" of such Deposited Securities or is directly or indirectly acting for such "issuer" or is an "affiliate" (as defined in Rule 144(a)(1) promulgated under the Securities Act) of such "issuer", or has been an affiliate of such "issuer" during the preceding three (3) months, (2) neither the depositor nor any such other person(s) has 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) neither the depositor nor any such other person(s) has purchased any of such Deposited Securities from an "issuer" with a view to distribution, is proposing to offer or sell any of such Deposited Securities for an "issuer" in connection with the distribution of such Deposited Securities, or is participating, or has 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 depositor or the person(s) on whose behalf the Deposited Securities are being presented for deposit against the issuance of DSs 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 depositor and/or any such person on whose behalf the Deposited Securities are being presented (a) is or currently are able to sell all of the DSs 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 DSs 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, they, and their broker, if any, have complied with all of the requirements of Rule 144 with respect to the DSs to be issued on deposit of such Deposited Securities, they, and their broker, if any, represent and covenant that all such requirements of Rule 144 will be on the sale of such DSs 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 represent and covenant that it has a bona fide intention to sell, the DSs 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 "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.); or (C)(1) the person(s) on whose behalf Deposited Securities are being presented for deposit is an "employee" (as defined in Instruction A of the General Instructions to Form S-8) of the "issuer" of such Deposited Securities, and such Deposited Securities were issued to such employee in accordance with the terms and conditions of an "employee benefit plan" (as defined in Rule 405 under the Securities Act), (2) the Deposited Securities being presented for deposit have been duly registered under a Registration Statement on Form S-8 which has been declared effective under the Securities Act, (3) no stop order suspending the effectiveness of such Registration Statement on Form S-8 has been issued and no proceedings for that purpose have been instituted or threatened by the U.S. Securities and Exchange Commission, and (4) the depositor or any such person(s) on whose behalf such Deposited Securities are being presented for deposit (a) did not acquire such Deposited Securities prior to the filing of the Registration Statement on Form S-8 and (b) either (i) is not an "affiliate" of the "issuer" of such Deposited Securities or (ii) is an "affiliate" of the "issuer" of such Deposited Securities and is currently able to sell or resell all of the DSs issuable on the deposit of such securities in a single transaction pursuant to (x) the effective Registration Statement on Form S-8 by means of a separate reoffer prospectus in accordance with all of the provisions of Instruction C of the General Instructions to Form S-8, and it has complied with all of the requirements of such Instruction C, or it represents and covenants that all such requirements will be on the sale or resale of such DSs fully complied with, or (y) all applicable provisions of Rule 144 promulgated under the Securities Act, and it has complied with all of the requirements of clause (B) of this paragraph, or it represents and covenants that all such requirements will be on the sale or resale of such DSs fully complied with, and in the case of each of sub-clause (x) and (y), any purchaser of such DSs and/or the Deposited Securities represented thereby will not receive "restricted securities".

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

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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 undersigned depositor and any customer for whom it may be acting also certifies, confirms, represents and warrants to you that, to the extent the deposit is being made in connection with securities issuable under a stock option, employee benefit, employee stock ownership or other type of plan or arrangement, the Deposited Securities were issued upon the proper exercise of options or other plan rights and the DSs issued in accordance with the instructions herein will be delivered to the plan participant that exercised such options or other plan rights.

The depositor signing below 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 depositor; (3) all pre-emptive (and similar) rights with respect to the Deposited Securities have been validly waived or exercised; (4) the depositor is duly authorized to deposit the Deposited Securities and has fulfilled all requirements of applicable law or regulation with respect to the Deposited Securities or the deposit thereof against the issuance of DSs; (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 DSs representing the Deposited Securities, and any offer, transfer, sale, pledge or other disposition of the DSs 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.

Kindly instruct JPMorgan Chase Bank, N.A., in its capacity as depository, by cable or SWIFT to deliver the relative DSs against payment of any issuance fees and charges to:

US Broker Name (DTC Participant Name): _____

US Broker DTC Participant Number: _____

US Broker Contact Person: _____

Email and phone number of Contact Person: _____

Email and phone number of local broker (if any): _____

A/C Name: _____

A/C Number: _____

Sub A/C Name (if any): _____

Sub A/C Number (if any): _____

The depositor understands that in order for the person/entity in whose name the DSs are to be registered to receive any distributions without withholding, a Form W-9 or Form W-8 must be properly submitted to the Depository.

In consideration of your so doing, the undersigned depositor does hereby, for itself, and its successors and assigns, unconditionally guarantee to the Depository and the Custodian, and each of their respective successors and assigns, that the Deposited Securities are genuine and that we have 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 we agree at all times hereafter that if for any reason the Depository, 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, we will, upon request, substitute other valid securities, and in addition, we agree to at all times hereafter indemnify and save harmless the Depository and the Custodian, and each of their respective successors and assigns, against all loss or damage to it and its agents by reason hereof and/or by reason of breach of the above certification.

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The depositor will at all times hereafter indemnify and save harmless the Depositary, the Custodian and each of their respective officers, directors, employees, agents, affiliates, successors and assigns, against, and hold them harmless from, any and all liabilities, losses, claims, actions, costs, damages, penalties, fines, obligations, transfer or other taxes, duties, stamps and/or other governmental charges, and expenses of any kind whatsoever (including, without limitation, reasonable attorneys' fees and expenses) (each a "Liability" and any one or more of them "Liabilities") that may be imposed on, incurred by or asserted against any of them in connection with or arising out of or by reason of (i) this Letter of Transmittal or the transactions contemplated herein, including without limitation, the deposit of the Deposited Securities with the Depositary or the Custodian, the entry of the Depositary or its nominee as the registered holder of the Deposited Securities, the issuance of DSs representing the Deposited Securities, any offer, transfer, sale, pledge or other disposition of the DSs or the Deposited Securities represented thereby, any surrender and cancellation of DSs, any withdrawal of Deposited Securities represented by DSs; or (ii) any actions or omissions to act in accordance with instructions set forth in this Letter of Transmittal; or (iii) the breach or inaccuracy of any of the acknowledgements, representations, warranties, certifications, confirmations, agreements, covenants or guarantees contained herein, including, without limitation, Liabilities arising out of any claim against any of them by any registered holder or beneficial owner of the DSs issued in accordance with the instructions set forth herein and/or any transferee or pledgee thereof.

The depositor acknowledge and agree that its indemnities, acknowledgements, certifications, confirmations, representations, warranties, agreements, covenants and guarantees herein shall survive the deposit of Deposited Securities hereunder, the issuance of DSs representing the Deposited Securities, any offer, transfer, sale, pledge or other disposition of the DSs or the Deposited Securities represented thereby, any surrender and cancellation of DSs, and any withdrawal of Deposited Securities represented by DSs.

Delivery of an executed copy of this Letter of Transmittal by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed version hereof.

This Letter of Transmittal shall be governed by and construed in accordance with the internal laws of the State of New York.

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

By: _____

Name: _____

Title: _____

Contact Phone Number: _____

N.B. An official signature is required.