



Montevideo, May 2<sup>nd</sup>, 2005

**Honorable Ben Lee**  
**AIPTEK International Inc.**  
**CEO & President Assistant**

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**Reference:** Terms agree reached. We claim a definitive answer from AIPTEK

Honorable Mr. Ben Lee:

According to you had agreed with me (please, see your answer of April 18th, 2005 responding our formal birdcall to Mr. Peter Chen of the past April 13rd, 2005) the established terms (15 days) would have been reached.

## **1) Reached negotiation terms**

Before anything, we thank your intervention in this matter again.

Sincerely, we hope that finally AIPTEK has been able to read our Preliminary Business Plan, and in consequence, AIPTEK has (at high-level executive), a complete idea of our effort, as well as of what we could make for AIPTEK in the countries of America that speak Spanish to develop its business.

I must admit that the path crossed to achieve this objective has been too extensive and difficult, and I feel that we have worn away too much trying to develop a business relationship with AIPTEK that up to now, it has only generated losses and expenses for us.

However, I still have the hope that we conclude the negotiations in friendly and quick form, so that both can occupy ourselves in productive business. Isn't it?

## **2) The possible answers that we await.**

Honorable Ben Lee, finally we have arrived to the moment of the decisions. We hope AIPTEK has the kindness to inform us how it will proceed in relation to our birdcall. We have already outlined the 3 possible alternatives, already largely conversed and clarified.

### **2.1) Start to work in the execution of the point 3 of the Stage #1, that implies our recruiting.**

This decision, defines the relationship with AIPTEK according to our Preliminary Business Plan, which was originally outlined, and it would mean the approval of our work.

In that case, AIPTEK would transfer us funds by U\$S 5.000 (five thousand U.S. dollars) and the technical material requested in the Preliminary Business Plan, as payment of 50% of the implementation of point 3 of Stage #1 according to the plan.

Once we have finished the work (to see development of the stage 3) AIPTEK would transfer us the balance of U\$S 5.000,00 pending, totalling the quote amount of U\$S 10.000 (see page 12 of the PBP).

This would be without a doubt, the best alternative for both, since not only eliminate the frictions among both companies, but rather somehow, it picks up the most positive in the dialogue as well as it recognizes our effort, and benefit to AIPTEK that begins it is necessary to develop an investment in effective marketing for Latin America.

## **2.2) AIPTEK decides not work with us, but it recognizes our reclamation.**

In this case, AIPTEK should transfer us funds by US\$ 3.500,00 (three thousand five hundred dollars U.S.A.) that was the amount that we friendly claim through our date letter April 13rd, 2005 to the Honorable Peter Chen and we countersign to you later.

Once collected that money, we would give for ended this painful episode and in consequence we would not claim more anything for this concept.

I must recall you, that you have already had the honesty of recognizing the responsibility of AIPTEK, in your email dated April 19th, 2005, admitting that Mr. Luo's behavior was not the appropriate one.

This alternative, would assist our birdcall compensating our damage partially, and it would clarify the fact that independently that the things were not well managed, AIPTEK is a honorable company and that all this confusion doesn't respond to a corporate behavior.

## **2.3) AIPTEK decides not to attend friendly our reclamation.**

If it was finally this, the decision of AIPTEK, we regret a lot the confrontation situation that would be generated, and that we have tried to avoid by all possible means.

In this case, we would give had finished the friendly negotiations, and we would pass the topic to our consultants, so that they force by means of the accusation in the corresponding environments (diplomat, international trade and legal), the corresponding compensation, adding besides our loss of profit, the upgrade of the figure for the lapsed time, invested additional hours and the professional honorarium.

We have already been reiterated samples of our noble intentions towards AIPTEK, as well as we have argued our position seriously.

As you he/she will understand, we don't want to take any action that damnifies in any way to AIPTEK if we are dialoguing and looking for a friendly approach.

For such a reason, we request to you that for respect to us, in the event of obtaining a negative answer to our birdcalls, the same one is clearly expressed in writing and involve to the more executive high-level.

It is our desire to avoid to shoot a mechanism that later is us highly expensive for both to stop, as consequence of the high honoraria of the litigant professionals.

## **3) Form of payment.**

If AIPTEK selects the options 2.1 or 2.2, it will transfer the corresponding quantity (US\$ 5.000 or US\$ 3.500) by first bank or Western Union, in favor of **Pedro J. Etchegaray Avallone**, Identity Document Number 1.388.570-0, under advise to us at telephone +598 (2) 9006010.

Also, to facilitate the collection, we would thank a lot that AIPTEK would send us a copy of the transfer of funds for email, to effects that we proceed to scan its arrival to Montevideo.

Once we have collected the sent money, we will send AIPTEK a receipt for your records and as it corresponds, a communication that **we begin the work of the point 3 of stage #1**, or simply our gratefulness and notification that we give had concluded the problem.

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#### 4) Gratefulness.

Finally, given the long history, I will thank to you a lot that has the kindness to fulfill it we agree and to send in response to the present, the definitive answer of AIPTEK.

I still have the hope that this answer, don't require to invest more effort in activities than they are not lucrative for companies of the technological market as we are both (AIPTEK and ECA - TecnoPyme) and that they simply finish feeding the bills of honoraria of our respective litigant advisers.

Looking forward to your prompt news, I greet sincerely you and also to the Honorable Mr. Peter Chen.

Kind regards

### **EAC - Etchegaray Associate Consultants**

#### **A/P Pedro J. Etchegaray**

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