

**EXHIBIT D-1**

**Certification and Agreement of Persons Acquiring International GDSs  
Upon Deposit of Eligible Securities Pursuant to Section 2.5  
of the International Deposit Agreement<sup>1</sup>**

Citibank, N.A.  
GDR Certificate Department  
388 Greenwich Street, 14th Floor  
New York, New York 10013

Re: E.Sun Financial Holding Company, Ltd.

We refer to the International Deposit Agreement, dated as of September 20, 2004 (the "Deposit Agreement"), among E.SUN FINANCIAL HOLDING COMPANY, LTD., (the "Company"), CITIBANK, N.A., as Depositary, and Holders and Beneficial Owners from time to time of International Global Depositary Shares (the "International GDSs") evidenced by International Global Depositary Receipts (the "International GDRs") issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. This Certification and Agreement is furnished in connection with the deposit of Eligible Securities and request for issuance of International GDSs to be evidenced by one or more International GDR(s) pursuant to Section 2.5, and subject to the restrictions set forth in Section 2.3, of the Deposit Agreement.

2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the International GDRs, the International GDSs evidenced thereby and the Eligible Securities represented thereby have not been and will not be registered under the Securities Act of 1933 (the "Act") or with any securities regulatory authority in any state or jurisdiction of the United States.

3. We certify that either:

(a) We are, or at the time the Eligible Securities are deposited and at the time the International GDRs are issued will be, the beneficial owner of the Eligible Securities and of the International GDSs evidenced by such International GDR(s), and:

(i) we are not a U.S. person (as defined in Regulation S) and we are located outside the United States (within the meaning of Regulation S under the Act) and

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<sup>1</sup> To be used prior to effectiveness of a registration statement on Form F-6 under the Securities Act of 1933 relating to depositary receipts to be issued pursuant to the Deposit Agreement following such effectiveness.

acquired, or have agreed to acquire and will have acquired, the Eligible Securities to be deposited outside the United States (within the meaning of Regulation S),

(ii) we are not an affiliate of the Company or a person acting on behalf of such an affiliate, and

(iii) we are not in the business of buying and selling securities or, if we are in such business, we did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of International GDSs, Eligible Securities and Rule 144A GDRs.

OR

(b) We are a broker-dealer acting on behalf of our customer; our customer has confirmed to us that it is, or at the time the Eligible Securities are deposited and at the time the International GDRs are issued will be, the beneficial owner of the Eligible Securities and of the International GDSs evidenced by such International GDR(s), and:

(i) it is not a U.S. person and it is located outside the United States and acquired, or has agreed to acquire and will have acquired, the Eligible Securities to be deposited outside the United States,

(ii) it is not an affiliate of the Company or a person acting on behalf of such an affiliate, and

(iii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of International GDSs, Eligible Securities and Rule 144A GDSs.

4. We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to expiration of forty (40) days after the later of the commencement of the offering of the International GDSs and the Rule 144A GDSs on behalf of the Company and the last closing in respect of such offering (the "restricted period"), we (or it) will not offer, sell, pledge or otherwise transfer the International GDSs evidenced thereby or the Eligible Securities represented thereby except (a) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a Qualified Institutional Buyer within the meaning of Rule 144A under the Act in a transaction meeting the requirements of Rule 144A, or (b) outside the United States to a person other than a U.S. Person (as defined in Regulation S) in accordance with Regulation S under the Act, in either case in accordance with any applicable securities laws of any state of the United States. We further agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that if we sell or otherwise transfer (or it sells or otherwise transfers) the International GDSs evidenced by the International GDR(s) referred to above or the Eligible Securities represented thereby in accordance with clause (a) above prior to the expiration of the restricted period, we (or our customer) will, prior to settlement of such sale, cause such Eligible Securities to be withdrawn in accordance with the terms and conditions of the Deposit Agreement and we (or our Customer) will cause instructions to be given to the Depository to deliver such Eligible Securities to the Custodian under the Rule 144A Deposit

Agreement for deposit thereunder and issuance of a Rule 144A GDR evidencing a Rule 144A GDS upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement.

Very truly yours,

[NAME OF CERTIFYING ENTITY]

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

Date: \_\_\_\_\_