

EXHIBIT D

FORM OF CONVERSION NOTICE
FOR INTERNATIONAL BONDS (ISIN #XS0204678600)

To: Quanta Display Inc.

And, in the event the undersigned wishes to receive International Global Depository Shares ("**International GDSs**") upon conversion of its Bonds, the Paying Agent shall forward this Conversion Notice:

To: Citibank, N.A. – ADR Department
388 Greenwich Street, 14th Floor
New York, NY 10013
Fax No.: 212-816-6865

AND

To: Citibank, N.A., Taiwan
GTS Securities Services – Operations
Attn: Michelle Lin
Fax No.: 011-8862-2578-5292

The undersigned owner hereby irrevocably exercises the option to convert US\$ _____ aggregate principal amount of Zero Coupon Convertible Bonds due 2009 (the "**Bonds**") of Quanta Display Inc. (the "**Company**") in accordance with the terms of the Indenture ("**Indenture**"), dated November 26, 2004, between the Company and Citibank, N.A., as Trustee and as specified below. The Bonds offered and sold in reliance on Regulation S ("**Regulation S**") under the Securities Act of 1933, as amended (the "**Securities Act**"), are referred to herein as the "**International Bonds**". Terms not otherwise defined shall have the meaning ascribed to such terms in the Indenture.

Please check A or B below.

A. Check here if you wish to receive Common Shares upon conversion of the International Bonds.

The undersigned owner hereby (i) agrees to receive upon conversion, pursuant to the terms of the Indenture, Common Shares, par value NT \$10 per share, of the Company (as adjusted pursuant to the terms of the Indenture) and (ii) directs that such Common Shares deliverable upon the conversion be issued

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and delivered to the TSCD book-entry account specified below. If Common Shares are to be delivered to an account registered under the name of a person other than the undersigned, the undersigned agrees to pay all transfer taxes payable with respect thereto.

The undersigned hereby requests that the Common Shares required to be delivered upon conversion be delivered to the following TSCD book-entry account. The name and address of the local agent/custodian are also provided below.

TSCD Book-Entry Account Number:	
TSCD Book-Entry Account Name:	
Name of Local Agent and Custodian:	
Address of Local Agent and Custodian:	
Contact Person:	
Telephone No.:	
Fax No.:	

- B. Check here if you wish to receive International GDSs upon conversion of the International Bonds.

The undersigned owner of this International Bond (i) directs that Common Shares issuable upon conversion be deposited by the Company on behalf of the undersigned with the Depository's custodian for issuance of International GDSs in book-entry form to DTC account _____, (ii) and agrees to receive International GDSs upon conversion, pursuant to the terms of the Indenture and the International Deposit Agreement. Upon receipt, the Paying Agent under the

Indenture shall deliver a copy of the conversion notice to the Depository (Fax No.: 212-816-6865) and the Depository's custodian (Fax No.: 011-886-2578-5292) for any exercise of the option to convert this International Bond, or a portion thereof, into International GDSs.

Please note that only a whole number of Common Shares which is evenly divisible by the then current International GDS-to-Common Share ratio will be deposited with the Depository's custodian and any Common Shares deliverable upon the exercise of the Conversion Right in excess of such number shall be delivered by the Company directly to the book-entry account with TSCD as provided below.

In addition, please note that in the event that the undersigned owner has exercised his/her option to convert this International Bond prior to the expiration of forty (40) days after the last closing of the offering of Bonds, including any offering of Bonds resulting from the exercise of any over-allotment option (such period, the "Distribution Compliance Period"), such owner acknowledges and agrees that he/she shall receive Temporary International GDSs. Such Temporary International GDSs will not be fungible with the International GDSs currently outstanding under the Deposit Agreement and will be subject to certain restrictions on withdrawal, sale and transfer.

TSCD Book-Entry Account Number:	
TSCD Book-Entry Account Name:	
Name of Local Agent and Custodian:	
Address of Local Agent and Custodian:	
Contact Person:	
Telephone No.:	

Fax No.:

The undersigned owner represents, warrants and acknowledges the following:

1. Such owner acknowledges (or if it is a broker-dealer, its customer has confirmed to it that it acknowledges) that the International GDRs, the International GDSs evidenced thereby or the Temporary International GDSs, as the case may be, and the Common Shares represented thereby have not been and will not be registered under the Securities Act or with any securities regulatory authority in any state or jurisdiction of the United States.

2. Such owner certifies that either:

(a) Such owner is, or at the time the Common Shares are deposited and at the time the International GDRs or Temporary International GDSs, as the case may be, are issued will be, the beneficial owner of the Common Shares and of the International GDSs evidenced by such International GDR(s) or the Temporary International GDSs, as the case may be, and:

(i) Such owner is not a U.S. person (as defined in Regulation S) and it is located outside the United States (within the meaning of Regulation S under the Securities Act) and acquired, or has agreed to acquire and will have acquired, the Common Shares to be deposited outside the United States (within the meaning of Regulation S),

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

(iii) Such owner 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, Common Shares and Rule 144A GDRs.

OR

(b) Such owner is a broker-dealer acting on behalf of its customer; its customer has confirmed to it that it is, or at the time the Common Shares are deposited and at the time the International GDRs or Temporary International GDSs, as the case may be, are issued will be, the beneficial owner of the Common Shares and of the International GDSs evidenced by such international GDR(s) or the Temporary International GDSs, as the case may be, 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 Common Shares 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, Common Shares and Rule 144A GDSs.

3. Solely with respect to any Temporary International GDSs issued, such owner certifies (or if such owner is a broker-dealer, its customer has confirmed to such owner that it agrees) that prior to expiration of the Distribution Compliance Period, such owner will not offer, sell, pledge or otherwise transfer its Temporary International GDSs or the Common Shares represented thereby except (a) to a person whom such owner reasonably believes (or anyone acting on such owner's behalf reasonably believes) is a Qualified Institutional Buyer within the meaning of Rule 144A under the Securities 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, in either case in accordance with any applicable securities laws of any state of the United States. Such owner further agrees (or if such owner is a broker-dealer, its customer has confirmed to such owner that it agrees) that if such owner sells or otherwise transfers its Temporary International GDSs or the Common Shares represented thereby in accordance with clause (a) above prior to the expiration of the Distribution Compliance Period, such owner (or its customer) will, prior to settlement of such sale, cause such Common Shares to be withdrawn in accordance with the terms and conditions of the Deposit Agreement and such owner (or its customer) will cause instructions to be given to the Depository to deliver such Common Shares 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.

The undersigned owner hereby (i) declares that all stamp, issue, registration or similar taxes and duties payable on conversion, issue or delivery of Common Shares or International GDSs, as the case may be, or any other property or cash have been paid and (ii) acknowledges that it is solely responsible for all applicable fees, costs and expenses to be paid to the Depository in connection with the issuance of International GDS as provided for under the International Deposit Agreement and that International GDSs or Temporary International GDSs, as the case may be, will be delivered to its DTC account specified above

on a RVP/DVP basis against payment of the Depository's fee of up to US \$0.05 per International GDS issued.

Fill in for: Information regarding the persons who will become holder of the Common Shares (or International GDSs, if applicable) issuable upon conversion (the "Registered Shareholder").

Social Security or Other Taxpayer Identifying
Number: _____

Name: _____

Address: _____

Nationality: _____

Identity number
(Republic of China Persons
Only): _____

Foreign Investor Investment
I.D.
(non-ROC persons only): _____

(Please print the information above)

The undersigned owner hereby certifies that:

- (a) such Registered Shareholder is a "Related Person" of the Company
- such Registered Shareholder is not a "Related Person" of the Company
- (b) such Registered Shareholder will own _____ Common Shares of the Company from the conversion of the International Bonds surrendered herewith (not including Common Shares mentioned below):
- such Registered Shareholder has converted from the International Bonds and/or Rule 144A Bonds _____ Common Shares of the Company prior to the date hereof.

Note: Under the laws of the Republic of China, a person or entity is deemed to be a "Related Person" of the Company if the person or entity is:

(A) (i) a company of which the chairman of the board of directors or the general manager serves as the chairman of the board of directors or the general manager of the Company, or is the spouse or a relative by blood or marriage to the chairman of the board of directors or general manager of the Company within the second degree as defined under the Civil Code of the Republic of China;

(ii) a non-profit organization of which the funds donated from the Company exceeds one-third of such non-profit organization's total funds;

(iii) a director, supervisor or general manager, vice-general manager, assistant vice-general manager, or department head of the Company reporting to the general manager of the Company;

(iv) the spouse of a director, supervisor or general manager of the Company; or

(v) a relative by blood or marriage to the Company's chairman of the board of directors or general manager within the second degree as defined under the Civil Code of the Republic of China.

OR

(B) a person or entity in which the Company has invested, which investment is accounted for by the equity method of accounting under generally accepted accounting principles in the ROC (the "Equity Method"); or a person or entity which uses the Equity Method to account for an investment in the Company.

Dated: _____,

Signature: _____