

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Shares in Advanced Semiconductor Manufacturing Corporation Limited, you should at once hand this circular and the accompanying proxy form to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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Advanced Semiconductor Manufacturing Corporation Limited

上海先進半導體製造股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 3355)

ELECTION OF DIRECTORS AND SUPERVISORS AND NOTICE OF EXTRAORDINARY GENERAL MEETING

A notice convening an EGM of the Company to be held at 10:00 a.m. on 29 January 2007 at Chen Xing Hall, 3rd Floor, Galaxy Hotel, No. 888, West Zhong Shan Road, Shanghai, the People's Republic of China is set out in this circular.

If you intend to appoint a proxy to attend the EGM, you are required to complete and return the accompanying proxy form in accordance with the instructions printed thereon. For holder of H-Shares, the proxy form should be returned to Computershare Hong Kong Investor Services Limited and for holder of non-H-shares, the proxy form should be returned to the Company's Board Secretariat in person or by post not less than 24 hours before the time appointed for holding the EGM or any adjourned meeting thereof. Completion and return of the proxy form will not preclude you from attending and voting in person at the EGM or at any adjourned meeting should you so wish.

If you intend to attend the EGM in person or by proxy, you are required to complete and return the reply slip to Computershare Hong Kong Investor Services Limited for holder of H-shares or to the Company's Board Secretariat for holder of non-H-shares on or before 9 January 2007.

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DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions have the following meanings:

“EGM”	the extraordinary general meeting of the Company to be held at 10 a.m.on 29 January 2007 at Chen Xing Hall, 3rd Floor, Galaxy Hotel, No. 888, West Zhong Shan Road, Shanghai, the People’s Republic of China
“EGM Notice”	the notice of EGM
“Employee Representative Supervisor(s)”	the Supervisor(s) representing the employees of the Company
“Company”	Advanced Semiconductor Manufacturing Corporation Limited, a joint stock company incorporated in the People’s Republic of China with limited liability, the H-shares of which are listed on the Stock Exchange
“Director(s)” or “Board”	the director(s) of the Company
“H-share(s)”	the Share(s) which have been admitted for listing on the Stock Exchange, for the purpose of this circular, including those held by Philips Electronics China B.V. and SCIP (HK) Limited.
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“non-H-share(s)”	the Share(s) other than H-share(s) as defined above
“RMB”	Renminbi, the lawful currency of the People’s Republic of China
“Shareholder(s)”	holder(s) of the Shares in the registers of members of the Company as from time to time
“Shareholders Representative Supervisor(s)”	the Supervisor(s) representing the Shareholders
“Share(s)”	ordinary share(s) of RMB one (1) yuan each in the share capital of the Company, including both the H-shares and the non-H-shares
“Standard Service Contract(s)”	the service contract(s) to be entered into between each of the Directors and the Supervisors and the Company for their terms of office from 2 March 2007 to 1 March 2010
“Supervisor(s)”	the supervisor(s) of the Company
“Supervisory Committee”	the supervisory committee of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited



Advanced Semiconductor Manufacturing Corporation Limited

上海先進半導體製造股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 3355)

Executive Directors:

Mr. Tony Yuhai LIU
Ms. CHENG Jianyu

Registered Office:

385 Hong Cao Road, Shanghai, PRC

Non-executive Directors:

Mr. RUAN Yanhua
Mr. ZHU Jian
Mr. Petrus Antonius Maria VAN BOMMEL
Mr. Anthony LEAR
Mr. ZHU Peiy
Mr. ZHOU Weiping

Principal Office in Hong Kong:

8th Floor, Gloucester Tower
The Landmark
15 Queen's Road Central
Hong Kong

Independent Non-executive Directors

Mr. Thaddeus Thomas BECZAK
Mr. James Arthur WATKINS
Mr. SHEN Weijia

11 December 2006

To the Shareholders

Dear Sir or Madam,

**ELECTION OF DIRECTORS AND SUPERVISORS
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

INTRODUCTION

The purpose of this circular is to give you the EGM Notice, and information regarding resolutions to be proposed at the EGM relating to the election of Directors and Supervisors, their proposed Standard Service Contracts and remuneration.

LETTER FROM THE BOARD

ELECTION OF DIRECTORS AND SUPERVISORS

The first session of the board of Directors consists of eleven (11) Directors, including two (2) executive Directors, namely, Mr. Tony Yuhai LIU and Ms. CHENG Jianyu, six (6) non-executive Directors, namely, Mr. RUAN Yanhua, Mr. ZHU Jian, Mr. Petrus Antonius Maria VAN BOMMEL, Mr. Anthony LEAR, Mr. ZHU Peiy and Mr. ZHOU Weiping, and three (3) independent non-executive Directors, namely, Mr. Thaddeus Thomas BECZAK, Mr. James Arthur WATKINS and Mr. SHEN Weijia. The term of office of the first session of the board of Directors will end on 1 March 2007.

Pursuant to relevant provisions of the Company's Articles of Association, the board of Directors shall consist of eleven (11) Directors. Outside Directors, i.e. Directors who do not hold office in the Company, shall account for more than one half of the total number of Directors, of which at least three (3) shall be independent non-executive Directors. Directors shall be elected at the Shareholders' general meeting each for a term of three (3) years. At the expiry of a Director's term, the term is renewable upon re-election. The minimum length of the period, during which notice to the Company of the intention to propose a person for election as a Director, and during which notice to the Company by such person of his willingness to be elected may be given, will be at least 7 days and the period for lodgment of the notices to the Company of the intention to propose a person for election as a Director will commence no earlier than the day after the despatch of the notice of the meeting appointed for such election and end no later than 7 days prior to the date of such meeting.

The first session of the Supervisory Committee consists of seven (7) Supervisors, including six (6) Shareholders Representative Supervisors, namely, Mr. CHANG Yueh, Mr. Ajit MANOCHA, Mr. SHEN Qitang, Mr. YANG Yanhui, Ms. WANG Xiangqun and Mr. HUANG Jihua, and one (1) Employee Representative Supervisor, Mr. XU Songneng. The term of office of the first session of the Supervisory Committee will end on 1 March 2007.

Pursuant to relevant provisions of the Company's Articles of Association, the Supervisory Committee shall consist of seven (7) Supervisors. Outside Supervisor, i.e. Supervisors who do not hold office in the Company, shall account for more than one half of the total Supervisors. The Supervisory Committee shall include six (6) Supervisors who shall represent the Shareholders and one (1) Supervisor who shall represent the employees. Supervisors who represent the Shareholders shall be elected or removed by the Shareholders in general meetings, and the Supervisor who represents employees shall be elected or removed by the employees democratically.

Therefore, the Board resolved to convene the EGM to elect the second session, i.e. the session for the period from 2 March 2007 to 1 March 2010, of the board of Directors and Supervisory Committee (the Shareholders Representative Supervisors only) and to consider the Standard Service Contracts and the remuneration.

Having due regard to the need for a balance of skills and experience required for promoting the success of the Company and for directing and supervising the Company's affairs, the Board hereby recommends the following candidates for the second session of the board of Directors and Supervisory Committee.

LETTER FROM THE BOARD

Mr. Tony Yuhai LIU and Ms. CHENG Jianyu as candidates for executive Directors; Mr. RUAN Yanhua, Mr. ZHU Jian, Mr. Petrus Antonius Maria VAN BOMMEL, Mr. Ajit MANOCHA, Mr. ZHU Peiyi and Mr. XIAO Yongji as candidates for non-executive Directors; Mr. Thaddeus Thomas BECZAK, Mr. James Arthur WATKINS and Mr. SHEN Weijia as candidates for independent non-executive Directors; Mr. Anthony LEAR, Mr. MANG Waikin, Mr. SHEN Qitang, Mr. YANG Yanhui, Ms. WANG Xiangqun and Mr. GUO Yiwu as candidates for Shareholders Representative Supervisors. Their biographies are set out in detail in Appendix II of this circular.

The proposed Standard Service Contracts to be entered into between each of the executive Directors, non-executive Directors, Shareholders Representative Supervisors and Employee Representative Supervisor of the second session of the board of Directors and Supervisory Committee are set out in Appendix III respectively. The proposed remuneration for the second session of the board of Directors and Supervisory Committee is set out in Appendix IV.

FORMS OF PROXY

Any Shareholder who is entitled to attend and vote at a general meeting of the Company shall be entitled to appoint one (1) or more persons (whether such person is a Shareholder or not) as his proxies to attend and vote on his behalf.

The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorized in writing, or if the appointor is a legal entity, either under seal or under the hand of a director or an authorized person or a duly authorised attorney of the legal entity. The letter of authorisation shall contain the number of the shares to be represented by the proxy. If several persons are authorised as the proxies of the Shareholder, the letter of authorisation shall specify the number of shares to be represented by each proxy.

The instrument appointing a voting proxy and, if such instrument is signed by a person under a power of attorney or other authority on behalf of the appointor, a notarially certified copy of that power of attorney or other authority shall be deposited at Computershare Hong Kong Investor Services Limited (in respect of holders of H-shares) or at the Company's Board Secretariat (in respect of holders of non-H-shares) in person or by post not less than 24 hours before the time fixed for holding the EGM or any adjournment thereof (as the case may be). The address of Computershare Hong Kong Investor Services Limited is 46th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong. The address of the Company's Board Secretariat is 385 Hong Cao Road, Shanghai, PRC.

REPLY SLIP

If you intend to attend the EGM in person or by proxy, you are required to complete and return the reply slip to Computershare Hong Kong Investor Services Limited for holder of H-shares or to the Company's Board Secretariat for holder of non-H-shares on or before 9 January 2007.

LETTER FROM THE BOARD

RIGHT TO DEMAND A POLL

Pursuant to the Company's Articles of Association, at any Shareholders' general meeting, a resolution shall be decided on a show of hands unless a poll is demanded:

- (1) by the chairman of the meeting;
- (2) by at least two (2) Shareholders present in person or by proxy entitled to vote thereat;
- (3) by one (1) or more Shareholders (including proxies) representing 10% or more of shares (held solely or in combination) carrying the right to vote at the meeting, before or after a vote is carried out by a show of hands.

Unless a poll is demanded, a declaration by the chairman that a resolution has been passed on a show of hands and the record of such in the minutes of the meeting shall be conclusive evidence of the fact that such resolution has been passed. There is no need to provide evidence of the number or proportion of votes in favour of or against such resolution.

The demand for a poll may be withdrawn by the person who demands the same.

RECOMMENDATION

The Board considers that appointing the proposed candidates as Directors and Supervisors, entering into the Standard Service Contracts and approving the recommended remuneration for the second session of the board of Directors and Supervisory Committee (the Shareholders Representative Supervisors only) are in the best interests of the Company and its Shareholders. Accordingly, the Board recommends the Shareholders to vote in favour of the resolutions which will be proposed at the EGM.

Yours faithfully,

By Order of the Board

Advanced Semiconductor Manufacturing Corporation Limited

RUAN Yanhua

Chairman



Advanced Semiconductor Manufacturing Corporation Limited
上海先進半導體製造股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 3355)

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“EGM”) of Advanced Semiconductor Manufacturing Corporation Limited (the “Company”) will be held at Chen Xing Hall, 3rd Floor, Galaxy Hotel, No. 888, West Zhong Shan Road, Shanghai, the People’s Republic of China at 10:00 a.m. on 29 January 2007 to consider and, if thought fit, to pass the following resolutions. Unless otherwise indicated, capitalised terms used herein shall have the same meaning as those defined in the circular of the Company dated 11 December 2006 (the “Circular”).

Ordinary Resolution:

1. To elect the second session of the board of Directors of the Company:
 - 1A “**THAT** the appointment of Mr. Tony Yuhai LIU as an executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
 - 1B “**THAT** the appointment of Ms. CHENG Jianyu as an executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
 - 1C “**THAT** the appointment of Mr. RUAN Yanhua as a non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
 - 1D “**THAT** the appointment of Mr. ZHU Jian as a non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
 - 1E “**THAT** the appointment of Mr. Petrus Antonius Maria VAN BOMMEL as a non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
 - 1F “**THAT** the appointment of Mr. Ajit MANOCHA as a non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”

- 1G “**THAT** the appointment of Mr. ZHU Peiyi as a non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 1H “**THAT** the appointment of Mr. XIAO Yongji as a non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 1I “**THAT** the appointment of Mr. Thaddeus Thomas BECZAK as an independent non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 1J “**THAT** the appointment of Mr. James Arthur WATKINS as an independent non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 1K “**THAT** the appointment of Mr. SHEN Weijia as an independent non-executive Director of the second session of the board of Directors with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
2. To elect the second session of the Supervisory Committee of the Company
- 2A “**THAT** the appointment of Mr. Anthony LEAR as a Shareholders Representative Supervisor of the second session of the Supervisory Committee with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 2B “**THAT** the appointment of Mr. MANG Waikin as a Shareholders Representative Supervisor of the second session of the Supervisory Committee with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 2C “**THAT** the appointment of Mr. SHEN Qitang as a Shareholders Representative Supervisor of the second session of the Supervisory Committee with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 2D “**THAT** the appointment of Mr. YANG Yanhui as a Shareholders Representative Supervisor of the second session of the Supervisory Committee with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 2E “**THAT** the appointment of Ms. WANG Xiangqun as a Shareholders Representative Supervisor of the second session of the Supervisory Committee with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”
- 2F “**THAT** the appointment of Mr. GUO Yiwu as a Shareholders Representative Supervisor of the second session of the Supervisory Committee with a term of office from 2 March 2007 to 1 March 2010 be and is hereby approved.”

- 3 “**THAT** the proposed Standard Service Contracts (as set out in Appendix III of the Circular) for executive Directors, non-executive Directors, Shareholders Representative Supervisors and Employee Representative Supervisor of the second session of the board of Directors and Supervisory Committee be and are hereby approved.”
- 4 “**THAT** the proposed remuneration (as set out in Appendix IV of the Circular) for the second session of the board of Directors and Supervisory Committee be and is hereby approved.”

By Order of the Board
RUAN Yanhua
Chairman

Shanghai, the PRC
11 December 2006

Notes:

- (1) **Biographies** (Please refer to Appendix II of this Circular.)
- (2) **Closure of register of members and eligibility for attending the EGM**

To determine the list of Shareholders who have the right to attend the EGM, the register of members will be closed from 30 December 2006 to 29 January 2007 (both days inclusive) during which period, no transfer of Share will be effected. Shareholders whose names appear on the register of members of the Company on 29 January 2007 are entitled to attend the EGM.

Holders of H-shares who wish to attend the EGM but have not registered the transfer documents are required to deposit the transfer document together with the relevant share certificates at the H-share registrar of the Company, Computershare Hong Kong Investor Services Limited, at Rooms 1712-16, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong no later than 4:00 p.m. on 29 December 2006.

(3) Proxy

Any Shareholder who is entitled to attend and vote at a general meeting of the Company shall be entitled to appoint one (1) or more persons (whether such person is a Shareholder or not) as his proxies to attend and vote on his behalf.

The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorized in writing, or if the appointor is a legal entity, either under seal or under the hand of a director or an authorized person or a duly authorised attorney of the legal entity. The letter of authorisation shall contain the number of the shares to be represented by the proxy. If several persons are authorised as the proxies of the Shareholder, the letter of authorisation shall specify the number of shares to be represented by each proxy.

The instrument appointing a voting proxy and, if such instrument is signed by a person under a power of attorney or other authority on behalf of the appointor, a notarially certified copy of that power of attorney or other authority shall be deposited at Computershare Hong Kong Investor Services Limited (in respect of holders of H-shares) or at the Company's Board Secretariat (in respect of holders of non-H-shares) in person or by post not less than 24 hours before the time fixed for holding the EGM or any adjournment thereof (as the case may be). The address of Computershare Hong Kong Investor Services Limited is 46th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong. The address of the Company's Board Secretariat is 385 Hong Cao Road, Shanghai, PRC.

(4) Reply Slip

If you intend to attend the EGM in person or by proxy, you are required to complete and return the reply slip to Computershare Hong Kong Investor Services Limited for holder of H-shares or to the Company's Board Secretariat for holder of non-H-shares on or before 9 January 2007.

(5) Other business

The EGM is expected to last for half a day. Shareholders (in person or by proxy) attending the EGM are responsible for their own transportation and accommodation expenses. Shareholders or their proxies attending the EGM shall produce their identity documents.

Subject to the Shareholders' approval at the EGM, each of the following Directors and Supervisors will enter into a Standard Service Contract as set out in Appendix III of the Circular with the Company for a term of three (3) years from 2 March 2007 to 1 March 2010 and will be entitled to a remuneration as set out in Appendix IV of the Circular.

As at the date of the Circular, each of the following Directors and Supervisors does not have any interest in shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance.

Save as disclosed herein, no Directors or Supervisors has any relationship with any Directors, Supervisors, senior management, substantial or controlling Shareholders of the Company.

In addition, there is no other matter that needs to be brought to the attention of the Shareholders of the Company and there is no information relating to the following Directors and Supervisors which is required to be disclosed pursuant to any of the requirements of Rule 13.51(2)(h) to (v) of the Listing Rules.

Director Candidates:

Mr. Tony Yuhai Liu, age 52, is a candidate for executive Director of the second session of the Company's Board of Directors. Mr. Liu has been the Company's president since 2000, and has been an executive Director of the first session of the Company's Board of Directors since 2 March 2004. He held various positions at Advanced Micro Devices, Inc. from 1984 to 1994 and he was the Chairman of the Chinese American Semiconductor Professional Association from 1990 to 1992. Mr. Liu was the vice president of the Company's operations department from 1994 to 1997. He was appointed general manager for quality management at the Philips Electronics China Group from 1997 to 1998. He was subsequently appointed the Company's senior vice president for sales and marketing from 1998 to 1999. Mr. Liu graduated with a doctorate degree in chemical engineering from the University of California, Berkeley in 1982.

Ms. CHENG Jianyu, age 49, is a candidate for executive Director of the second session of the Company's Board of Directors. Ms Cheng has been the Company's Vice President and Chief Financial Officer since 1995, and has been an executive Director of the first session of the Company's Board of Directors as from 1 February 2005. She has been a PRC qualified accountant since 1991. Ms Cheng was the manager of the finance department of Shanghai No.19 Radio Factory from 1983 to 1988 and she was the financial controller at Philips Semiconductor Corporation of Shanghai from 1988 to 1994. She received an executive master of business administration degree from China Europe International Business School in 1998.

Mr. RUAN Yanhua, age 60, is a candidate for non-executive Director of the second session of the Company's Board of Directors. He was appointed as a non-executive Director and Chairman of the first session of the Company's Board of Directors as from 2 March 2004. Mr. Ruan is a senior engineer. He was a deputy director of Shanghai Pudong New Area Administrative Commission from 1992 to 2000 and he was also the chairman of the board and general manager of Shanghai Waigaoqiao Free Trade Zone United Development Co. Ltd. from 1993 to 1998. In addition, he was the executive vice chairman of Shanghai Waigaoqiao Free Trade Zone Administrative Commission from 1998 to

2000. Mr. Ruan served as deputy director of the general office of Shanghai Chemical Industry Park Steering Group and as president of Shanghai Chemical Industrial Park Development Company Limited since 2000. He is also the chairman of Shanghai Chemical Industry Park Administrative Commission since 2001. He also served as the vice chairman of China Development Zone Association since 1994 and the chairman of Shanghai Industrial Development Zone Association since 2002.

Mr. ZHU Jian, age 32, is a candidate for non-executive Director of the second session of the Company's Board of Directors. He was appointed as a non-executive Director of the first session of the Company's Board of Directors as from 2 March 2004. Mr. Zhu has previously worked at Shanghai Waigaoqiao Free Trade Zone United Development Co. Ltd. Mr. Zhu has also previously served as secretary to the chairman at the Shanghai Waigaoqiao Free Trade Zone Administrative Commission and as secretary to the president at the Shanghai Chemical Industry Park Development Company Limited. He has served as the deputy general manager of Shanghai Chemical Industrial Park Investment Enterprise Company Limited ("SCIPI") since 2001 and has served as director and general manager of SCIP (HK) since 2002. Mr. Zhu has also served as secretary of the board of directors of Shanghai Chemical Industry Park Development Company Limited since 2003. Mr. Zhu has been a director and general manager of SCIPI since 2005. Mr. Zhu has been Mr. Zhu graduated from the accounting department of Shanghai University of Finance and Economics in 1996.

Mr. Petrus Antonius Maria van Bommel, age 49, is a candidate for non-executive Director of the second session of the Company's Board of Directors. Mr. van Bommel was appointed as a non-executive Director of the first session of the Company's Board of Directors as from 15 March 2006.

Mr. van Bommel started his career in the Philips Group in 1979, initially serving a number of finance and control positions within the Machine Factories, Home Information Systems and Components divisions of Koninklijke Philips Electronics N.V. ("Royal Philips") for 13 years. Between 1992 and 1995, he served as head of financial planning in Philips Hongkong and China Ltd., with primary responsibilities for overseeing the financial planning and accounting functions of various Philips manufacturing entities in Hong Kong. He was chief financial officer of the Passive Components and Advanced Components business within the Components division, and of the Consumer business within the Semiconductors division ("Philips Semiconductors") of Royal Philips from 1995 to 2002. Mr. van Bommel then returned to Hong Kong in 2002 to serve as the chief financial officer of LG.Philips Displays group of companies (the "LPD Group"), a joint venture between Royal Philips and LG Electronics, and was appointed deputy chief executive officer of the LPD Group in 2004. On 1 September 2005, he was appointed as the chief financial officer and a member of the executive management team of Philips Semiconductors, with primary responsibilities for its finance and accounting, information technology and purchasing decisions around the world.

Mr. van Bommel is currently executive vice president, chief financial officer and a member of the Board of Management as well as the Executive Management Team of the NXP group of companies (the "NXP Group"), the newly independent semiconductors group founded by Royal Philips. In this role he leads and manages the financial operations for the NXP Group, overseeing the finance and accounting and information technology on a global scale.

Mr. van Bommel has been a director of Systems on Silicon Manufacturing Company Pte Ltd since 12 June 2006. He received a master degree in Business Administration at Erasmus University in Rotterdam, The Netherlands in 1988.

Between 2002 and 2005, Mr. van Bommel, when serving as deputy chief executive officer and chief financial officer of the LPD Group, was also, amongst others, a director of two companies in the LPD Group which are private limited companies incorporated in Eindhoven, namely LG.Philips Displays Holding B.V. (“LPD Holding”) from 1 April 2004 to 1 August 2005, and LG.Philips Displays Investment B.V. (“LPD Investment”) from 16 October 2002 to 1 August 2005. LPD Holding was the holding company of the LPD Group, and also wholly owned LPD Investment. On 1 August 2005, Mr. van Bommel resigned as a director of these two companies due to his transfer back to the Philips Group, and was promoted to serve as chief financial officer of the Philips Semiconductors group worldwide from September 2005 onwards.

The LPD Group initiated a strategic review of the viability of the LPD Group in September 2005, ultimately leading to insolvency filings by some companies of the LPD Group. As such, bankruptcy proceedings commenced on 30 January 2006 in respect of LPD Holding, and on 28 February 2006 in respect of LPD Investment. The bankruptcy proceedings in respect of LPD Holding and LPD Investments are still ongoing.

Mr. Ajit Manocha, age 56, is a candidate for non-executive Director of the second session of the Company’s Board of Directors. He was appointed as a Supervisor of the first session of the Company’s Supervisory Committee as from 2 March 2004.

Mr. Manocha has over 27 years of professional experience and has worked in Asia, Europe, and the United States. He previously worked in AT&T Microelectronics in various areas including research, applied development, manufacturing (in the United States and Spain), business development, strategic alliances and mergers and acquisitions activities. From 1995 to 2000, he served at two large wafer fabs of the Semiconductors division (“Philips Semiconductors”) of Koninklijke Philips Electronics N.V. (“Royal Philips”) in the Netherlands. He previously served as head of global sales operations and e-Business, and head of the foundries operations of Philips Semiconductors in the American region. He was subsequently appointed as the executive vice president and chief manufacturing officer of Philips Semiconductors.

Mr. Manocha is currently executive vice president, chief manufacturing officer and a member of the Executive Management Team of the NXP group of companies (the “NXP Group”), the newly independent semiconductors group founded by Royal Philips. He is also a director of NXP B.V., the holding company of the NXP Group. He is responsible for all divisional manufacturing and integral supply chain strategies including purchasing of the NXP Group. Mr. Manocha has also been a director of Systems on Silicon Manufacturing Company Pte Ltd since 17 June 2003.

Mr. ZHU Peiyi, age 41, is a candidate for non-executive Director of the second session of the Company’s Board of Directors. He was appointed as a non-executive Director and the Vice Chairman of the first session of the Company’s Board of Directors as from 2 March 2004. Mr. Zhu worked for the Bank of China for 13 years from 1987 and was the manager of the trust and advisory department of Bank of China, Shanghai Branch from 1999 to 2000. He has worked for COAMC Shanghai Office

from 2000 and was appointed as the manager of second asset management department in 2004. Mr. Zhu graduated with a bachelor of economics degree from Fudan University in 1987. He received a master of business administration degree from Macau University of Science and Technology in 2004.

Mr. XIAO Yongji, age 42, is a candidate for non-executive Director of the second session of the Company's Board of Directors. Mr. Xiao graduated with a bachelor's degree in modern physics from University of Science and Technology of China in 1985. He received a bachelor's degree in international economy from Shanghai Institute of Foreign Trade in 1990, and received a master degree in business administration from China Europe International Business School in 1996. Mr. Xiao once was a teacher of Shanghai Light Industry College, a project manager of Shanghai Yaohua Pilkington Glass Co. Ltd., assistant to the general manager of Shanghai Sunshine Coating Glass Co. Ltd., executive deputy general manager of Ai Jian (Hong Kong) Co. Ltd., executive deputy general manager and general manager of Shanghai East-China Computer Co. Ltd., chairman and general manager of Shanghai Hua Chuang Information Technical Imp. & Exp. Corporation and the vice Chairman of Shanghai Newtown Software Co. Ltd.. Mr. Xiao is currently a director and president of Shanghai Belling Co. Ltd. He also holds office as a director of Shanghai Hua Hong NEC Electronics Co. Ltd., a director of Hua Hong Semiconductor Co. Ltd., and a director of Shanghai Hongri International Electronics Co. Ltd.

Mr. Thaddeus Thomas Beczak, age 56, is a candidate for independent non-executive Director of the second session of the Company's Board of Directors. He has been an independent non-executive Director of the first session of the Company's Board of Directors as from 1 February 2005.

Mr. Beczak has over 20 years of business experience in Asia. From 1997 to 2002, Mr. Beczak was chairman of the Listing Committee of the Stock Exchange of Hong Kong Limited ("the Stock Exchange"), and he was a member of the board of directors of the Stock Exchange from 1998 until 2001. He is currently a member of the Advisory Committee of the Securities and Futures Commission of Hong Kong ("SFC"). As chairman of the Listing Committee of the Stock Exchange and as a member of the Advisory Committee of the SFC, Mr. Beczak has had extensive experience in, among other things, analyzing and scrutinizing financial statements of public companies in Hong Kong, and reviewing and implementing a variety of corporate governance issues. He is also a member of the international advisory committee of the China Securities Regulatory Commission ("CSRC").

Mr. Beczak joined J.P. Morgan Inc. in 1974. He was appointed as managing director of J.P. Morgan Inc. in 1998 and president of J.P. Morgan Securities Asia from 1990 until 1997. He worked in New York, London, Tokyo and Hong Kong. From 1992 until 1997, he was a committee member of the Hong Kong Association of Banks and a director and chairman of the audit committee of the Bank of the Philippine Islands Limited.

From 1997 until 2003, he was a director of Kerry Holdings Limited where his duties included a variety of corporate finance, management and treasury activities. In particular, he was primarily responsible for treasury and finance functions, and oversaw the activities of all the financial officers of the listed subsidiaries of the Kerry group. At various times, he also held the positions of deputy chairman of Shangri-La Asia Limited, director of Kerry Properties Limited, Kuok Philippines Properties Inc., China World Trade Center Limited and deputy chairman of SCMP Holdings Limited.

He is currently a senior advisor to Nomura International (Hong Kong) Limited and non-executive chairman of Nomura Asia N, V., an independent non-executive director and member of the audit committee of Nam Tai Electronic and Electrical Products Limited and Phoenix Satellite Television Limited, companies listed on the Stock Exchange, as well as an independent non-executive director of Arnhold Holdings Limited.

He is also the non-executive Chairman of ACR Capital Pte. Ltd., a Singapore based reinsurance company and Latitude Capital Group, a small Hong Kong based China focused merchant bank.

He is a graduate of Georgetown University (B.S.F.S.) and Columbia University (M.B.A.).

Mr. James Arthur Watkins, age 61, is a candidate for independent non-executive Director of the second session of the Company's Board of Directors. Mr. Watkins has been an independent non-executive Director of the first session of the Company's Board of Directors as from February 1, 2005. Mr. Watkins is a qualified solicitor in England and in Hong Kong. Mr. Watkins started his career in 1967 as a solicitor at Linklaters, an international law firm. He became a partner in the firm's London office in 1975 and was subsequently the senior partner of the firm's Hong Kong office from 1986 to 1994. From 1994 to 1996, Mr. Watkins was the legal director of Trafalgar House plc, London. He was group legal director at Schroders plc, London from 1996 to 1997. Mr. Watkins was general counsel and a director of the Jardine Matheson Group in Hong Kong from 1994 to 2003, during which time he served as a director of Jardine Matheson Holdings Ltd and Dairy Farm International Holdings Ltd. He is currently general counsel and a partner of Asia Mezzanine Capital Group in Hong Kong. He also holds office as a non-executive director of Mandarin Oriental International Limited, Jardine Cycle & Carriage Limited, MCL Land Limited, Global Sources Limited and Asia Satellite Telecommunications Holdings Limited. He graduated with a bachelor of laws degree from the University of Leeds in England in 1966.

Mr. SHEN Weijia, age 53, is a candidate for independent non-executive Director of the second session of the Company's Board of Directors. He has been an independent non-executive Director of the first session of the Company's Board of Directors as from 1 February 2005. He commenced his career as an academic at Fudan University in 1977. From 1997 to 2000, Mr. Shen was a director of the board and general manager of Shanghai Waigaoqiao Free Trade Zone 3U Development Co. Ltd., and was a director and executive vice president of Shanghai Sunway Biotech Co. Ltd from 2000 to 2002. Mr. Shen was a director and vice president of SIIC Medical Science and Technology (Group) Ltd. until 2004 and a director of Shanghai Bright Dairy & Food Co., Ltd. and Shanghai Jahwa United Co., Ltd. until 2004. He is currently an executive director and vice president of GITI Tire China Investment Co. Ltd. He has also been a director of GITI Tire Corporation since 19 May 2005. Mr. Shen received a master of business administration degree from Leuven University, Belgium in 1987, and a doctorate degree from Fudan University, Shanghai in 2000.

Supervisor Candidates:

Mr. Anthony Lear, age 59, is a candidate for Supervisor of the second session of the Company's Supervisory Committee. Mr. Lear was appointed as a non-executive Director and Vice Chairman of the first session of the Company's Board of Directors as from 2 March 2004.

Mr. Lear is currently senior vice president & regional executive of the NXP group of companies (the “NXP Group”), the newly independent semiconductors group founded by Koninklijke Philips Electronics N.V. (“Royal Philips”).

Mr. Lear was appointed as senior vice president and general manager for China of the Semiconductors division (“Philips Semiconductors”) of Royal Philips on 1 September 2003. Prior to this assignment, he was the chief executive officer of Systems on Silicon Manufacturing Company Pte Ltd, which is a joint venture between Royal Philips, Taiwan Semiconductor Manufacturing Corporation and the investment arm of Economic Development Board of Singapore, since 1 February 2001. Mr Lear joined Philips Semiconductors Hamburg, Germany in 1996 as senior vice president and general manager.

Before joining Philips Semiconductors, Mr. Lear was the managing director of Seagate Microelectronics Ltd in Scotland (“Seagate”), which was a semiconductor design and manufacturing subsidiary of Seagate Technology Inc. of the USA. During this time he was actively involved with other chip companies setting up a number of alliances and technology exchange agreements. He was also a founding board member of the National Microelectronics Institute in the UK.

Prior to his time with Seagate, Mr. Lear was the Chief Technology Officer of Integrated Power Semiconductors Limited, a chip start up company in Scotland. In this position he was also heavily engaged with corporate alliances and with the financial community.

Mr. Lear’s business career started in 1968 with Texas Instruments after graduating in physics from the University of Leeds in the UK. During his 16 years with Texas Instruments he served in a number of key technical and senior managerial roles.

Mr. Lear is a chartered engineer and a member of the Institute of Electrical Engineers. He graduated with a bachelor degree in physics from the University of Leeds, England in 1968.

Mr. MANG Waikin, age 53, is a candidate for Supervisor of the second session of the Company’s Supervisory Committee. He was appointed as a non-executive Director of the first session of the Company’s Board of Directors from 2 March 2004 to 18 December 2005.

Mr. Mang is currently senior vice president of the NXP group of companies (the “NXP Group”), the newly independent semiconductors group founded by Koninklijke Philips Electronics N.V. (“Royal Philips”). In this role, he is responsible for all sales and marketing activities of the NXP Group in Greater China.

Mr. Mang worked for National Semiconductors (HK) Ltd. and Philips Electronics China Group before joining the semiconductors division of Royal Philips (“Philips Semiconductors”) in 1991 as general manager of the marketing and sales organization for Hong Kong/China. He was subsequently appointed vice president and general manager of this organization from 1992 to 2003. He was vice president and general manager of Philips Semiconductors’ business units of display solutions and connected multimedia solutions for Greater China from 2003 to December 2005. From December 2005 he took up the position of executive director and general manager of China at Maxim Integrated Products, Inc. before joining the NXP Group on 1 December 2006.

Mr. Mang graduated with a bachelor of science degree in Electronic Engineering from Texas A&M University in 1975 and received a master of business administration degree from the University of Hong Kong in 1983.

Mr. SHEN Qitang, age 55, is a candidate for Supervisor of the second session of the Company's Supervisory Committee. He was appointed as a Supervisor of the first session of the Company's Supervisory Committee as from 2 March 2004. He was the deputy head of the finance department of Shanghai Chemical Industry Bureau from 1983 to 1993 and the chief accountant of Shanghai Chemical Industry Company from 1992 to 1998. Mr. Shen has been the chief accountant of Shanghai Chemical Industry Park Development Company Limited since 1997 and the general manager of Shanghai Chemical Industrial Park Investment Enterprise Company Limited since 2001. Mr. Shen graduated with a bachelor of economics degree from the accounting department of Shanghai University of Finance and Economics in 1983. He has been a senior accountant since 1993.

Mr. YANG Yanhui, age 43, is a candidate for Supervisor of the second session of the Company's Supervisory Committee. He was appointed as the Company's Supervisor of the first session of the Company's Supervisory Committee as from 2 March 2004. Mr. Yang was deputy head of the finance and accounting department of Sinopec Shanghai Jinshan Engineering Company from 1995 to 1998 and was promoted to become head of the department from 1999 to 2000. He was the chief accountant of Shanghai Jinshan Petrochemical Construction Company from 1998 to 1999. Mr. Yang served as the manager of the finance and accounting department of Shanghai Chemical Industry Park Development Company Limited since 2000. He majored in finance and accounting in the department of enterprise management at the Shanghai Building Material Industry College (now incorporated into Tongji University) from 1980 to 1983.

Ms. WANG Xiangqun, age 37, is a candidate for Supervisor of the second session of the Company's Supervisory Committee. She was appointed as the Company's Supervisor of the first session of the Company's Supervisory Committee as from 2 March 2004. Ms. Wang worked in the corporate banking department of the Bank of China's Shanghai Branch from 1988 to 2000 and became deputy director of that department in 1998. She served as the vice manager of the first asset management department of China Orient Asset Management Corporation's Shanghai Office since 2000. She graduated with a master of business administration degree from Macau University of Science and Technology in 2004.

Mr. GUO Yiwu, age 48, is a candidate for Supervisor of the second session of the Company's Supervisory Committee. Mr. Guo graduated with a bachelor's degree in Economic Management from East China Normal University in 1996, and received a master degree of business administration from China Europe International Business School in 2001. Mr. Guo was once the general Party branch secretary of Huguang Instruments Factory, Principal Staff Member of Cadre Department of Shanghai Electronics Development Holding Group Company. Mr. Guo is currently the Party secretary, executive vice president of Shanghai Belling Co. Ltd. He also holds offices as a director of Hong Kong Hylink Co. Ltd., the Chairman of Hongzhou Miaxis Biometrics Co. Ltd. and a director of Shanghai Newtouch Software Company, Ltd.

[Date]

**ADVANCED SEMICONDUCTOR MANUFACTURING
CORPORATION LIMITED**

**SERVICE CONTRACT FOR
NON-EXECUTIVE DIRECTOR**

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SERVICE CONTRACT FOR NON-EXECUTIVE DIRECTOR

THIS CONTRACT is made on _____:

BETWEEN:

Advanced Semiconductor Manufacturing Corporation Limited (the *Company*) of 385 Hong Cao Road, Shanghai, PRC; and

_____ (the *Non-executive Director*) of [address].

IT IS AGREED THAT:**1. APPOINTMENT AND DUTIES**

- 1.1 The Company has appointed the Non-executive Director as a non-executive director of the Company's second session of the Board of Directors at its Extraordinary General Meeting held on _____. The Non-executive Director undertakes that during the term of this contract (the *Contract*), the Non-executive Director shall do his best to perform the duties to be assigned to him by the Company pursuant to the Contract.
- 1.2 The Non-executive Director shall make himself readily available in connection with his role as a non-executive director of the Company, including attendance of meetings of the directors of the Company in Shanghai in the People's Republic of China or in such other places as the Company may from time to time determine.

2. TERM OF THE CONTRACT

- 2.1 The term of the Contract shall start from 2 March 2007 and end on 1 March 2010 (the *Term*), subject to the early termination of the Contract in accordance with the provisions of Clause 6 of the Contract. At the expiry of the Term, the Company and the Non-executive Director may renew the employment in accordance with the Articles of Association. The Company may forthwith terminate the Contract pursuant to Article 95 of the Articles of Association and Clause 6 of the Contract and the Non-executive Director may terminate the Contract by providing the Company a written notice three months in advance.

3. RESTRICTIONS ON OTHER ACTIVITIES OF THE NON-EXECUTIVE DIRECTOR

- 3.1 During the Term, save for matters disclosed in his Form H (as defined below) dated _____, the Non-executive Director shall promptly inform the Company in writing as to any other business which may from time to time compete with, or tend to compete with, the businesses carried out by the Company, its subsidiaries or any other entity in which the Company has a direct or indirect interest (together with the Company, the *Group*), (i) in which the Non-executive Director is engaged, (ii) the conduct of which he is concerned, or (iii) by

which he is employed, directly or indirectly. For the avoidance of doubt, the Non-executive Director shall not be restricted from owning (directly or through any agent) not more than five per cent of the shares of any company listed on a stock exchange which competes, or intends to compete, with the Company's businesses.

3.2 The Non-executive Director, during the Term and for a period of five years after the termination of the Non-executive Director's employment, shall not disclose (unless otherwise specified by this Clause and by the Articles of Association):

- (a) information related with the transactions, businesses, products, expertise, science and technology, accounts, finance, clients or any other secret or internal information on other issues of any member of the Group; or
- (b) any secret or internal information on the procedures or inventions found or made by the Non-executive Director during the term of the employment or used by any member of the Group; or
- (c) any secret or internal information any member of the Group is required to keep confidential by any third party (during the confidentiality term as being agreed by any member of the Group and the third party),
 - (i) to any other person, except for such persons who have a right to know any of the above information; or
 - (ii) make use of any of the above information for private purpose; or
 - (iii) disclose any of the above information without proper authorisation in a manner that fails to take into account any necessary prudence and care.

However, the above restrictions shall not apply to information or knowledge accessible or obtainable by the public (not including information that is accessible or obtainable due to the error of the Non-executive Director).

3.3 During the Term and for a period of two years after the termination of the employment, the Non-executive Director shall not:

- (a) solicit any client or supplier of any member of the Group or endeavour to entice any of them away from any member of the Group; or
- (b) solicit any director or senior employee of any member of the Group to leave his post or endeavour to entice any of them away from any member of the Group.

- 3.4 Any note, memo, record and document made by the Non-executive Director in relation with any business of any member of the Group shall remain the property of the relevant member of the Group and the Company may at any time request the Non-executive Director to provide to, or hand over to, the Company any such note, memo, record or document. When leaving his post due to any reason, the Non-executive Director must return all the above documents to the Company as soon as possible.

4. REMUNERATION

- 4.1 During the Term, the Company shall reimburse the Non-executive Director for all reasonable out-of-pocket expenses incurred in relation to the Non-executive Director's attendance at any of the Company's board meetings, including any travelling, transportation and accommodation expenses. In addition, the Company shall pay, monthly in 12 equal instalments, the Non-executive Director an amount of HKD_____ per annum as administrative subsidies, [which, for PRC residents, shall be paid in Renminbi at the middle exchange rate announced by State Administration of Foreign Exchange on the payment date]. For the avoidance of doubt, the administrative subsidies for any year with less than 12 months shall be calculated on a pro rata basis.

5. UNDERTAKINGS

- 5.1 The Non-executive Director undertakes to the Company (and, in the case of (b) below, to the Company as agent for each shareholder of the Company) that during the Term, the Non-executive Director shall:
- (a) perform the duties required by the PRC Company Law;
 - (b) observe and comply with his obligations to shareholders stipulated in the Articles of Association;
 - (c) perform the duties pursuant to the terms specified on the Declaration and Undertaking (*Form H*) to be submitted to The Stock Exchange of Hong Kong Limited (the *Stock Exchange*) and ensure that all of the statements contained in the Form H are true and accurate without any omission of any key information;
 - (d) observe and comply with the provisions of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited promulgated from time to time by the Stock Exchange (the *Listing Rules*), as well as the Articles of Association, the provisions of the Company Law, the Regulations and other Chinese or local laws, regulations and rules in relation to the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules);
 - (e) procure the Company to comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases;

- (f) during his term of service as a director of the Company (and for a period of 12 months thereafter), promptly inform the Stock Exchange in writing upon the receipt of any notice issued by any administrative or governmental authorities, or upon litigation being brought against, or accusation made against, the Company or any of its affiliates or any of its directors with respect to breaches of the provisions of the Company Law, the Regulations and other laws, regulations and rules in relation with the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules);
- (g) observe and comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases and any other securities related laws and regulations; exercise his powers and carry out his duties as the Company's director and procure the Company to comply with the above regulations, as well as other related laws and regulations; and
- (h) faithfully and diligently provide his services to the Company, as well as endeavour to promote the Company's businesses and interests and protect the Company's assets.

5.2 The Non-executive Director agrees that the Company shall have the remedies provided under the Articles of Association.

5.3 The Non-executive Director agrees that neither the Contract nor his position as non-executive director of the Company is capable of assignment.

6. TERMINATION

6.1 In the event of the occurrence of any of the following, the Company shall have the right to dismiss the Non-executive Director from his position as non-executive director, in accordance with the Articles of Association, and the Non-executive Director shall not be entitled to receive any compensation:

- (a) the Non-executive Director, for no proper reason, is unable to, or fails to, or refuses to, efficiently and diligently perform his duties as non-executive director;
- (b) the Non-executive Director becomes incapacitated or bankrupt;
- (c) the Non-executive Director is convicted of any criminal offence, negligence, or neglect of duties;
- (d) the number of days on which the Non-executive Director fails to perform his duties during any period of 12 consecutive months due to poor health, accident or any other reason (except for circumstances under (b) above) is more than 180; or
- (e) the Non-executive Director breaches any provision of the Contract.

6.2 In the event that the Non-executive Director is dismissed as the Company's non-executive director by the shareholders of the Company in general meeting, in accordance with the Company's Articles of Association, the Contract shall be terminated automatically.

7. ARBITRATION

- 7.1 Whenever any disputes or claims arise from the contract, the Company's Articles of Association or any rights or obligations conferred or imposed by the Company Law or other relevant laws and administrative regulations concerning the affairs of the Company between (i) the Company and the Non-executive Director; and (ii) a holder of overseas listed foreign shares in the Company and the Non-executive Director, the parties concerned shall resolve such disputes and claims through arbitration.
- 7.2 Where a dispute or claim described above is referred to arbitration, the entire dispute or claim shall be resolved through arbitration; all persons who have a cause of action based on the same facts giving rise to the dispute or claim or whose participation is necessary for the resolution of such dispute or claim, if they are shareholders, directors, supervisors, manager or other officers of the Company or the Company, shall submit to arbitration.
- 7.3 Disputes over who is a shareholder and over the share register do not have to be resolved through arbitration.
- 7.4 The party seeking arbitration may elect to have the dispute or claim arbitrated either by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules or by the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. Once the party seeking arbitration submits a dispute or claim to arbitration, the other party must submit to the arbitral body selected by the party seeking the arbitration.
- 7.5 If the party seeking arbitration elects to arbitrate the dispute or claim at the Hong Kong International Arbitration Centre, then either party may apply to have such arbitration conducted in Shenzhen according to the securities arbitration rules of the Hong Kong International Arbitration Centre.
- 7.6 The laws of the People's Republic of China shall govern the arbitration of disputes or claims described in Clause 7.1 above, unless otherwise provided by law or administrative regulations.
- 7.7 The award of the arbitral body is final and shall be binding on the parties thereto.
- 7.8 This agreement to arbitrate is made by the Non-executive Director with the Company on its own behalf and on behalf of each shareholder.
- 7.9 Any reference to arbitration shall be deemed to authorise the arbitral tribunal to conduct hearings in open session and to publish its award.

8. NON-TRANSFERABLE

- 8.1 The Non-executive Director shall not transfer the Contract or his position to any other person.

9. MISCELLANEOUS

- 9.1 The expiry or termination of the Contract (regardless of the reason) shall not have any effect on the effectiveness of the provisions that are stipulated to survive such expiry or termination as specified in the Contract.

9.2 Each notice, demand or any other communication sent out in connection with the Contract shall be in writing and sent by hand or mail to the concerned parties at the addresses specified at the beginning of the Contract (or any other address as being notified by the recipient to the other party five days in advance).

Any notice, demand or any other communication sent to the address of the concerned party in the above form shall be deemed to be received on the arrival date.

10. EFFECTIVENESS OF THE CONTRACT

10.1 The Contract shall have two originals with each party holding one copy. Upon the execution by both parties and the affixation of the company seal by the Company, the Contract shall come into effect from the day on which the Non-executive Director’s Term begins. Both the English and Chinese versions of the Contract shall be equally authentic and valid.

11. GOVERNING LAW

11.1 The Contract shall be governed by Chinese laws and regulations.

SIGNED BY)
ADVANCED SEMICONDUCTOR)
MANUFACTURING)
CORPORATION LIMITED)
in the presence of:-)

Date: _____

SIGNED BY _____)
in the presence of:-)

Date: _____

[Date]

**ADVANCED SEMICONDUCTOR MANUFACTURING
CORPORATION LIMITED**

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**SERVICE CONTRACT FOR
EXECUTIVE DIRECTOR**

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SERVICE CONTRACT FOR EXECUTIVE DIRECTOR

THIS CONTRACT is made on [date]:

BETWEEN:

Advanced Semiconductor Manufacturing Corporation Limited (the *Company*) of 385 Hong Cao Road, Shanghai, PRC; and

[Executive Director] (the *Executive Director*) of [address].

IT IS AGREED THAT:**1. APPOINTMENT AND DUTIES**

- 1.1 The Company has appointed the Executive Director as an executive director of the Company's second session of the Board of Directors at its Extraordinary General Meeting held on _____. The Executive Director undertakes that during the term of this contract (the *Contract*), the Executive Director shall do his best to perform the duties to be assigned to him by the Company pursuant to the Contract.
- 1.2 Except in the event of illness or accident, the Executive Director shall devote himself to the promotion of the Company's businesses in the Company's best interests, and during the normal business hours and any other hour reasonably required by the Company shall personally handle the Company's businesses and related issues. At the request of the Company's board of directors (the *Board*), the Executive Director shall submit evidence in relation to any illness or accident.
- 1.3 The Executive Director's normal place of work shall be in Shanghai in the People's Republic of China, or at such other places as the Company may from time to time determine.

2. TERM OF THE CONTRACT

- 2.1 The term of the Contract shall be start from 2 March 2007 and end on 1 March 2010 (the *Term*), subject to the early termination of the Contract in accordance with the provisions of Clause 6 of the Contract. At the expiry of the Term, the Company and the Executive Director may renew the employment in accordance with the Company's articles of association (the *Articles of Association*). The Company may forthwith terminate the Contract earlier pursuant to Article 95 of the Articles of Association and Clause 6 of the Contract and the Executive Director may terminate the Contract by providing the Company a written notice three months in advance.

3. RESTRICTIONS ON OTHER ACTIVITIES OF THE EXECUTIVE DIRECTOR

- 3.1 During the Term, the Executive Director shall not, without obtaining the prior approval of the shareholders of the Company in general meeting, be directly or indirectly engaged in, or concerned in the conduct of, or employed by, any other business which may from time to time compete with, or tend to compete with, the businesses carried out by the Company, its

subsidiaries or any other entity in which the Company has direct or indirect interest (together with the Company, the **Group**). However, the Executive Director shall not be restricted from owning (directly or through any agent) not more than five per cent of the shares of any company listed on a stock exchange which competes, or intends to compete, with the Company's businesses.

3.2 The Executive Director, during the Term and for a period of five years after the termination of the Executive Director's employment, shall not disclose (unless otherwise specified by this Clause and by the Articles of Association):

- (a) information related with the transactions, businesses, products, expertise, science and technology, accounts, finance, clients or any other secret or internal information on other issues of any member of the Group; or
- (b) any secret or internal information on the procedures or inventions found or made by the Executive Director during the term of the employment or used by any member of the Group; or
- (c) any secret or internal information any member of the Group is required to keep confidential by any third party (during the confidentiality term as being agreed by any member of the Group and the third party),
 - (i) to any other person, except for such persons who have a right to know any of the above information; or
 - (ii) make use of any of the above information for private purpose; or
 - (iii) disclose any of the above information without proper authorisation in a manner that fails to take into account any necessary prudence and care.

However, the above restrictions shall not apply to information or knowledge accessible or obtainable by the public (not including information that is accessible or obtainable due to the error of the Executive Director).

3.3 During the Term and for a period of two years after the termination of the employment, the Executive Director shall not:

- (a) solicit any client or supplier of any member of the Group or endeavour to entice any of them away from any member of the Group; or
- (b) solicit any director or senior employee of any member of the Group to leave his post or endeavour to entice any of them away from any member of the Group.

3.4 Any note, memo, record and document made by the Executive Director in relation with any business of any member of the Group shall remain the property of the relevant member of the Group and the Company may at any time request the Executive Director to provide to, or hand over to, the Company any such note, memo, record or document. When leaving his post due to any reason, the Executive Director must return all the above documents to the Company as soon as possible.

4. REMUNERATION

4.1 During the Term, the Executive Director shall be entitled to salaries, bonuses, other remuneration and benefits (including paid holiday leaves and pensions) set out in his contract of employment entered into with the Company in respect of his senior management post (e.g. President or Vice President), which has been reproduced in Schedule 1 to the Contract for ease of reference.

4.2 The Company shall reimburse the Executive Director for any reasonable out of pocket expenses incurred by the Executive Director in the performance of his duties as an executive director of the Company.

4.3 The remuneration that an Executive Director is entitled to under Schedule 1 of the Contract has included all such remuneration as he would have entitled to in the event of taking up other positions in the Company. If an Executive Director is re-elected upon expiration of his term of office, his remuneration entitlement during the new term of office shall be determined or approved at a shareholders' general meeting on the basis of the Company's Articles of Association.

4.4 The paid holiday leaves that an Executive Director is entitled to shall take into consideration of the business needs of the Company and shall be subject to the approval of the Company.

5. UNDERTAKINGS

5.1 The Executive Director undertakes to the Company (and, in the case of (f) below, to the Company as agent for each shareholder of the Company) that during the Term, the Executive Director shall:

- (a) as an executive director of the Company, and a holder of any other senior management posts assigned to him by the Company, perform the duties and exercise the powers assigned to him from time to time by the Board;
- (b) observe and comply with all legally valid instructions or guidance the Board may from time to time make or give in relation to the operation of the Company's businesses, faithfully and diligently provide his services to the Company, as well as endeavour to promote the Company's businesses and interests and protect the Company's assets;
- (c) diligently devote most of his time, knowledge, technology, expertise and attention to the Company's businesses and interests and personally handle the Company's businesses and

interests during normal business hours and at any other time reasonably required by the Company, except in the event of illness or accident which has caused him to be incapable, in which case he shall immediately inform the Company's company secretary and provide the Board with any evidence it may require;

- (d) work on the dates and at the times required by the Company's businesses;
 - (e) perform the duties required by the PRC Company Law;
 - (f) observe and comply with his obligations to shareholders stipulated in the Articles of Association;
 - (g) perform the duties pursuant to the terms specified on the Declaration and Undertaking (**Form H**) to be submitted to The Stock Exchange of Hong Kong Limited (the **Stock Exchange**) on [date] and ensure that all of the statements contained in the Form H are true and accurate without any omission of any key information;
 - (h) observe and comply with the provisions of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited promulgated from time to time by the Stock Exchange (the **Listing Rules**), as well as the Articles of Association, the provisions of the Company Law, the Regulations and other Chinese or local laws, regulations and rules in relation to the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules);
 - (i) procure the Company to comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases;
 - (j) during his term of service as a director of the Company (and for a period of 12 months thereafter), promptly inform the Stock Exchange in writing upon the receipt of any notice issued by any administrative or governmental authorities, or upon litigation being brought against, or accusation made against, the Company or any of its affiliates or any of its directors with respect to breaches of the provisions of the Company Law, the Regulations and other laws, regulations and rules in relation with the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules);
 - (k) observe and comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases and any other securities related laws and regulations; exercise his powers and carry out his duties as the Company's director and procure the Company to comply with the above regulations, as well as other related laws and regulations; and
- 5.2 The Executive Director agrees that the Company shall have the remedies provided in the Articles of Association.
- 5.3 The Executive Director agrees that neither the Contract nor his position as executive director is capable of assignment.

6. TERMINATION

- 6.1 In the event of the occurrence of any of the following, the Company shall have the right to dismiss the Executive Director from his position as executive director in accordance with the Company's Articles of Association, and the Executive Director shall not be entitled to receive any compensation (but without affecting any rights, compensation or benefits the Executive Director is entitled to as an employee and an officer of the Company):
- (a) the Executive Director, for no proper reason, unable to, or fails, or refuses to, efficiently and diligently perform his duties as an executive director or any other senior management post appointed by the Company;
 - (b) the Executive Director becomes incapacitated or bankrupt;
 - (c) the Executive Director is convicted of any criminal offence, negligence, or neglect of duties;
 - (d) the number of days on which the Executive Director fails to perform his duties during any period of 12 consecutive months due to poor health, accident or any other reason (except for circumstances under (b) above) is more than 180; or
 - (e) the Executive Director breaches any provision of the Contract.
- 6.2 In the event that the Executive Director is dismissed as the Company's executive director by the shareholders of the Company in general meeting in accordance with the Company's Articles of Association or his contract of employment entered into with the Company in respect of his senior management post expires without being renewed or is otherwise terminated, the Contract shall be terminated automatically.

7. ARBITRATION

- 7.1 Whenever any disputes or claims arises from the Contract, the Company's Articles of Association or any rights or obligations conferred or imposed by the Company Law or other relevant laws and administrative regulations concerning the affairs of the Company between (i) the Company and the Executive Director; and (ii) a holder of overseas listed foreign shares in the Company and the Executive Director, the parties concerned shall resolve such disputes and claims through arbitration.
- 7.2 Where a dispute or claim described above is referred to arbitration, the entire dispute or claim shall be resolved through arbitration; all persons who have a cause of action based on the same facts giving rise to the dispute or claim or whose participation is necessary for the resolution of such dispute or claim, if they are shareholders, directors, supervisors, manager or other officers of the Company or the Company, shall submit to arbitration.
- 7.3 Disputes over who is a shareholder and over the share register do not have to be resolved through arbitration.

- 7.4 The party seeking arbitration may elect to have the dispute or claim arbitrated either by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules or by the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. Once the party seeking arbitration submits a dispute or claim to arbitration, the other party must submit to the arbitral body selected by the party seeking the arbitration.
- 7.5 If the party seeking arbitration elects to arbitrate the dispute or claim at the Hong Kong International Arbitration Centre, then either party may apply to have such arbitration conducted in Shenzhen according to the securities arbitration rules of the Hong Kong International Arbitration Centre.
- 7.6 The laws of the People's Republic of China shall govern the arbitration of disputes or claims described in Clause 7.1 above, unless otherwise provided by law or administrative regulations.
- 7.7 The award of the arbitral body is final and shall be binding on the parties thereto.
- 7.8 This agreement to arbitrate is made by the Executive Director with the Company on its own behalf and on behalf of each shareholder.
- 7.9 Any reference to arbitration shall be deemed to authorise the arbitral tribunal to conduct hearings in open session and to publish its award.

8. NON-TRANSFERABLE

- 8.1 The Executive Director shall not transfer this Contract or his position to any other person.

9. MISCELLANEOUS

- 9.1 The expiry or termination of the Contract (regardless of the reason) shall not have any effect on the effectiveness of the provisions that are stipulated to survive such expiry or termination as specified in the Contract.
- 9.2 Each notice, demand or any other communication sent out in connection with the Contract shall be in writing and sent by hand or mail to the concerned parties at the addresses specified at the beginning of the Contract (or any other address as being notified by the recipient to the other party five days in advance).

Any notice, demand or any other communication sent to the address of the concerned party in the above form shall be deemed to be received on the arrival date.

10. EFFECTIVENESS OF THE CONTRACT

10.1 The Contract shall have two originals with each party holding one copy. Upon the execution by both parties and the affixation of the company seal by the Company, the Contract shall come into effect from the day on which the Executive Director's Term begins. Both the English and Chinese versions shall be equally authentic and valid.

11. GOVERNING LAW

11.1 The Contract shall be governed by Chinese laws and regulations.

Schedule 1

RMB (per annum)

- 1. Salary [●]
- 2. Bonus [●]
- 3. Other remuneration [●]
- 4. Benefits and annual leave [●]
- 5. Pension [●]

SIGNED BY)
ADVANCED SEMICONDUCTOR)
MANUFACTURING)
CORPORATION LIMITED)
in the presence of:-)

Date: _____

SIGNED BY _____)
in the presence of:-)

Date: _____

[Date]

**ADVANCED SEMICONDUCTOR MANUFACTURING
CORPORATION LIMITED**

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**SERVICE CONTRACT FOR
SHAREHOLDERS REPRESENTATIVE SUPERVISOR**

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SERVICE CONTRACT FOR SHAREHOLDERS REPRESENTATIVE SUPERVISOR

THIS CONTRACT is made on [date]:

BETWEEN:

Advanced Semiconductor Manufacturing Corporation Limited (the *Company*) of 385 Hong Cao Road, Shanghai, PRC; and

_____ (the *Supervisor*) of [address].

IT IS AGREED THAT:**1. APPOINTMENT AND DUTIES**

- 1.1 The Company has appointed the Supervisor as a shareholders representative supervisor of the Company's second session of the Supervisory Board at its Extraordinary General Meeting held on _____. The Supervisor undertakes that during the term of this contract (the *Contract*), the Supervisor shall do his best to perform the duties to be assigned to him/her by the Company pursuant to the Contract.
- 1.2 The Supervisor shall make himself readily available in connection with his role as a supervisor of the Company, including attendance of meetings of the supervisors and meetings of the directors of the Company in Shanghai in the People's Republic of China or in such other places as the Company may from time to time determine.

2. TERM OF THE CONTRACT

- 2.1 The term of the Contract shall start from 2 March 2007 and end on 1 March 2010 (the *Term*), subject to the early termination of the Contract in accordance with the provisions of Clause 5 of the Contract. At the expiry of the Term, the Company and the Supervisor may renew the employment in accordance with the Company's Articles of Association (the *Articles of Association*). The Company may forthwith terminate the Contract pursuant to Article 118 of the Articles of Association and Clause 5 of the Contract and the Supervisor may terminate the Contract by providing the Company a written notice three months in advance.

3. REMUNERATION

- 3.1 During the Term, the Company shall reimburse the Supervisor for all reasonable out-of-pocket expenses incurred in relation to the Supervisor's attendance at any of the Company's meetings of the Supervisory Board and the Board of Directors, including any travelling, transportation and accommodation expenses. In addition, the Company shall pay, monthly in 12 equal instalments, the Supervisor an amount of HKD_____ per annum as administrative subsidies, [which,

for PRC residents, shall be paid in Renminbi at the middle exchange rate announced by State Administration of Foreign Exchange on the payment date.] For the avoidance of doubt, the administrative subsidies for any year with less than 12 months shall be calculated on a pro rata basis.

4. UNDERTAKINGS

4.1 The Supervisor undertakes to the Company (and, in the case of (c) below, to the Company as agent for each shareholder of the Company) that during the Term, the Supervisor shall:

- (a) as a supervisor of the Company, perform the duties required by the PRC Company Law;
- (b) faithfully and diligently provide his services to the Company, as well as endeavour to promote the Company's businesses and interests and protect the Company's assets;
- (c) observe and comply with his obligations to shareholders stipulated in the Articles of Association;
- (d) perform the duties pursuant to the terms specified on the Declaration and Undertaking (*Form I*) submitted to The Stock Exchange of Hong Kong Limited (the *Stock Exchange*) on [date] and ensure that all of the statements contained in the Form I are true and accurate without any omission of any key information;
- (e) observe and comply with the provisions of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited promulgated from time to time by the Stock Exchange (the *Listing Rules*), as well as the Articles of Association, the provisions of the Company Law, the Regulations and other Chinese or local laws, regulations and rules in relation to the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules);
- (f) procure the Company to comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases;
- (g) during his term of service as a supervisor of the Company (and for a period of 12 months thereafter), promptly inform the Stock Exchange in writing upon the receipt of any notice issued by any administrative or governmental authorities, or upon litigation being brought against, or accusation made against, the Company or any of its affiliates or any of its directors with respect to breaches of the provisions of the Company Law, the Regulations and other laws, regulations and rules in relation with the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules); and
- (h) observe and comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases and any other securities related laws and regulations; exercise his powers and carry out his duties as the Company's supervisor and procure the Company to comply with the above regulations, as well as other related laws and regulations.

4.2 The Supervisor agrees that the Company shall have the remedies provided in the Articles of Association.

4.3 The Supervisor agrees that neither the Contract nor his position as supervisor of the Company is capable of assignment.

5. TERMINATION

5.1 In the event of the occurrence of any of the following, the Company shall have the right to dismiss the Supervisor from his position as Supervisor, in accordance with the Articles of Association, and the Supervisor shall not be entitled to receive any compensation:

- (a) the Supervisor, for no proper reason, is unable to, or fails to, or refuses to, efficiently and diligently perform his duties as Supervisor;
- (b) the Supervisor becomes incapacitated or bankrupt;
- (c) the Supervisor is convicted of any criminal offence, negligence, or neglect of duties;
- (d) the number of days on which the Supervisor fails to perform his duties during any period of 12 consecutive months due to poor health, accident or any other reason (except for circumstances under (b) above) is more than 180;
- (e) the Supervisor breaches any provision of the Contract.

5.2 The Supervisor is dismissed as the Company's supervisor by the shareholders of the Company in general meetings, in accordance with the Company's Article of Association.

5.3 The Supervisor, during the Term and for a period of five years after the termination of the Supervisor's employment, shall not disclose (unless otherwise specified by this Clause and the Articles of Association):

- (a) information related with the transactions, businesses, products, expertise, science and technology, accounts, finance, clients or any other secret or internal information on other issues of the Company, its subsidiaries or any other entity in which the Company has direct or indirect interest (together with the Company, the Group); or
- (b) any secret or internal information on the procedures or inventions found or made by the Supervisor during the term of the employment or used by any member of the Group; or
- (c) any secret or internal information any member of the Group is required to keep confidential by any third party (during the confidentiality term as being agreed by any member of the Group and the third party),
 - (i) to any other person, except for such persons who have a right to know any of the above information; or

- (ii) make use of any of the above information for private purpose; or
- (iii) disclose any of the above information without proper authorisation in a manner that fails to take into account any necessary prudence and care.

However, the above restrictions shall not apply to information or knowledge accessible or obtainable by the public (not including information that is accessible or obtainable due to the error of the Supervisor).

- 5.4 During the Term and for a period of two years after the termination of the employment, the Supervisor shall not:
- (a) solicit any client or supplier of any member of the Group or endeavour to entice any of them away from any member of the Group; or
 - (b) solicit any director or senior employee of any member of the Group to leave his post or endeavour to entice any of them away from any member of the Group.
- 5.5 Any note, memo, record and document made by the Supervisor in relation with any business of any member of the Group shall remain the property of the relevant member of the Group and the Company may at any time request the Supervisor to provide to, or hand over to, the Company any such note, memo, record or document. When leaving his post due to any reason, the Supervisor must return all the above documents to the Company as soon as possible.

6. ARBITRATION

- 6.1 Whenever any disputes or claims arises from the contract, the Company's Articles of Association or any rights or obligations conferred or imposed by the Company Law or other relevant laws and administrative regulations concerning the affairs of the Company between (i) the Company and the Supervisor; and (ii) a holder of overseas listed foreign shares in the Company and the Supervisor, the parties concerned shall resolve such disputes and claims through arbitration.
- 6.2 Where a dispute or claim described above is referred to arbitration, the entire dispute or claim shall be resolved through arbitration; all persons who have a cause of action based on the same facts giving rise to the dispute or claim or whose participation is necessary for the resolution of such dispute or claim, if they are shareholders, directors, supervisors, manager or other officers of the Company or the Company, shall submit to arbitration.
- 6.3 Disputes over who is a shareholder and over the share register do not have to be resolved through arbitration.
- 6.4 The party seeking arbitration may elect to have the dispute or claim arbitrated either by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules or by the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. Once the party seeking arbitration submits a dispute or claim to arbitration, the other party must submit to the arbitral body selected by the party seeking the arbitration.

- 6.5 If the party seeking arbitration elects to arbitrate the dispute or claim at the Hong Kong International Arbitration Centre, then either party may apply to have such arbitration conducted in Shenzhen according to the securities arbitration rules of the Hong Kong International Arbitration Centre.
- 6.6 The laws of the People's Republic of China shall govern the arbitration of disputes or claims described in Clause 6.1 above, unless otherwise provided by law or administrative regulations.
- 6.7 The award of the arbitral body is final and shall be binding on the parties thereto.
- 6.8 This agreement to arbitrate is made by the Supervisor with the Company on its own behalf and on behalf of each shareholder.
- 6.9 Any reference to arbitration shall be deemed to authorise the arbitral tribunal to conduct hearings in open session and to publish its award.

7. NON-TRANSFERABLE

- 7.1 The Supervisor shall not transfer the Contract or his position to any other person.

8. MISCELLANEOUS

- 8.1 The expiry or termination of the Contract (regardless of the reason) shall not have any effect on the effectiveness of the provisions that are stipulated to survive such expiry or termination as specified in the Contract.
- 8.2 Each notice, demand or any other communication sent out in connection with the Contract shall be in writing and sent by hand or mail to the concerned parties at the addresses specified at the beginning of the Contract (or any other address as being notified by the recipient to the other party five days in advance).

Any notice, demand or any other communication sent to the address of the concerned party in the above form shall be deemed to be received on the arrival date.

9. EFFECTIVENESS OF THE CONTRACT

- 9.1 The Contract shall have two originals with each party holding one copy. Upon the execution by both parties and the affixation of the company seal by the Company, the Contract shall come into effect from the day on which the Supervisor's Term begins. Both the English and Chinese versions of the Contract shall be equally authentic and valid.

10. GOVERNING LAW

10.1 The Contract shall be governed by Chinese laws and regulations.

SIGNED BY)
ADVANCED SEMICONDUCTOR)
MANUFACTURING)
CORPORATION LIMITED)
in the presence of:-)

Date: _____

SIGNED BY _____)
in the presence of:-)

Date: _____

[Date]

**ADVANCED SEMICONDUCTOR MANUFACTURING
CORPORATION LIMITED**

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**SERVICE CONTRACT FOR
EMPLOYEE REPRESENTATIVE SUPERVISOR**

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SERVICE CONTRACT FOR EMPLOYEE REPRESENTATIVE SUPERVISOR

THIS CONTRACT is made on [date]:

BETWEEN:

Advanced Semiconductor Manufacturing Corporation Limited (the *Company*) of 385 Hong Cao Road, Shanghai, PRC; and

_____ (the *Supervisor*) of [address].

IT IS AGREED THAT:

1. APPOINTMENT AND DUTIES

- 1.1 The Company has appointed the Supervisor as an employee representative supervisor of the Company's second session of the Supervisory Board at its Extraordinary General Meeting held on _____. The Supervisor undertakes that during the term of this contract (the *Contract*), the Supervisor shall do his best to perform the duties to be assigned to him by the Company pursuant to the Contract.
- 1.2 The Supervisor's normal place of work shall be in Shanghai in the People's Republic of China, or at such other places as the Company may from time to time determine.

2. TERM OF THE CONTRACT

- 2.1 The term of the Contract shall start from 2 March 2007 and end on 1 March 2010 (the *Term*), subject to the early termination of the Contract in accordance with the provisions of Clause 5 of the Contract. At the expiry of the Term, the Company and the Supervisor may renew the employment in accordance with the Company's Articles of Association (the *Articles of Association*). The Company may forthwith terminate the Contract pursuant to Article 118 of the Articles of Association and Clause 5 of the Contract and the Supervisor may terminate the Contract by providing the Company a written notice three months in advance.

3. REMUNERATION

- 3.1 During the Term, the Supervisor shall be entitled to salaries, bonuses, other remuneration and benefits (including paid holiday leaves and pension) set out in his contract of employment with the Company, which has been reproduced in Schedule 1 to the Contract for ease of reference.

- 3.2 The Company shall reimburse the Supervisor with any reasonable out of pocket expenses incurred by the Supervisor in the performance of his duties as a Supervisor of the Company.
- 3.3 The remuneration that a Supervisor is entitled to under Schedule 1 of the Contract has included all such remuneration as he would have entitled to in the event of taking up other positions in the Company. If a Supervisor is re-elected upon expiration of his term of office, his remuneration entitlement during the new term of office shall be determined or approved at a shareholders' general meeting on the basis of the Company's Articles of Association.
- 3.4 The paid holiday leaves that a Supervisor is entitled to shall take into consideration of the business needs of the Company and shall be subject to the approval of the Company.

4. UNDERTAKINGS

- 4.1 The Supervisor undertakes to the Company (and, in the case of (c) below, to the Company as agent for each shareholder of the Company) that during the Term, the Supervisor shall:
- (a) as a supervisor of the Company, perform the duties required by the PRC Company Law;
 - (b) faithfully and diligently provide his services to the Company, as well as endeavour to promote the Company's businesses and interests and protect the Company's assets;
 - (c) observe and comply with his obligations to shareholders stipulated in the Articles of Association;
 - (d) perform the duties pursuant to the terms specified on the Declaration and Undertaking (**Form I**) submitted to The Stock Exchange of Hong Kong Limited (the **Stock Exchange**) on [date] and ensure that all of the statements contained in the Form I are true and accurate without any omission of any key information;
 - (e) observe and comply with the provisions of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited promulgated from time to time by the Stock Exchange (the **Listing Rules**), as well as the Articles of Association, the provisions of the Company Law, the Regulations and other Chinese or local laws, regulations and rules in relation to the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules);
 - (f) procure the Company to comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases;
 - (g) during his term of service as a supervisor of the Company (and for a period of 12 months thereafter), promptly inform the Stock Exchange in writing upon the receipt of any notice issued by any administrative or governmental authorities, or upon litigation being brought against, or accusation made against, the Company or any of its affiliates or any of its directors with respect to breaches of the provisions of the Company Law, the Regulations and other laws, regulations and rules in relation with the governance, operation, activities or supervision of listed companies (as defined in the Listing Rules); and

(h) observe and comply with the Hong Kong Codes on Takeovers and Mergers and Share Repurchases and any other securities related laws and regulations; exercise his powers and carry out his duties as the Company's supervisor and procure the Company to comply with the above regulations, as well as other related laws and regulations.

4.2 The Supervisor agrees that the Company shall have the remedies provided in the Articles of Association.

4.3 The Supervisor agrees that neither the Contract nor his position as Supervisor is capable of assignment.

5. TERMINATION

5.1 In the event of the occurrence of any of the following, the Company shall have the right to dismiss the Supervisor from his position as Supervisor, in accordance with the Articles of Association, and the Supervisor shall not be entitled to receive any compensation (but without affecting any rights, compensation or benefits the supervisor is entitled to as an employee of the Company):

(a) the Supervisor, for no proper reason, is unable to, or fails to, or refuses to, efficiently and diligently perform his duties as Supervisor;

(b) the Supervisor becomes incapacitated or bankrupt;

(c) the Supervisor is convicted of any criminal offence, negligence, or neglect of duties;

(d) the number of days on which the Supervisor fails to perform his duties during any period of 12 consecutive months due to poor health, accident or any other reason (except for circumstances under (b) above) is more than 180;

(e) the Supervisor breaches any provision of the Contract.

5.2 In the event that the Supervisor is dismissed as the Company's supervisor by the staff of the Company in a democratic manner or his contract of employment entered into with the Company expires without being renewed or is otherwise terminated, the Contract shall be terminated automatically.

5.3 The Supervisor, during the Term and for a period of five years after the termination of the Supervisor's employment, shall not disclose (unless otherwise specified by this Clause and the Articles of Association):

(a) information related with the transactions, businesses, products, expertise, science and technology, accounts, finance, clients or any other secret or internal information on other issues of the Company, its subsidiaries or any other entity in which the Company has direct or indirect interest (together with the Company, the Group); or

- (b) any secret or internal information on the procedures or inventions found or made by the Supervisor during the term of the employment or used by any member of the Group; or
- (c) any secret or internal information any member of the Group is required to keep confidential by any third party (during the confidentiality term as being agreed by any member of the Group and the third party),
 - (i) to any other person, except for such persons who have a right to know any of the above information; or
 - (ii) make use of any of the above information for private purpose; or
 - (iii) disclose any of the above information without proper authorisation in a manner that fails to take into account any necessary prudence and care.

However, the above restrictions shall not apply to information or knowledge accessible or obtainable by the public (not including information that is accessible or obtainable due to the error of the Supervisor).

5.4 During the Term and for a period of two years after the termination of the employment, the Supervisor shall not:

- (a) solicit any client or supplier of any member of the Group or endeavour to entice any of them away from any member of the Group; or
- (b) solicit any director or senior employee of any member of the Group to leave his post or endeavour to entice any of them away from any member of the Group.

5.5 Any note, memo, record and document made by the Supervisor in relation with any business of any member of the Group shall remain the property of the relevant member of the Group and the Company may at any time request the Supervisor to provide to, or hand over to, the Company any such note, memo, record or document. When leaving his post due to any reason, the Supervisor must return all the above documents to the Company as soon as possible.

6. ARBITRATION

6.1 Whenever any disputes or claims arises from the Contract, the Company's Articles of Association or any rights or obligations conferred or imposed by the Company Law or other relevant laws and administrative regulations concerning the affairs of the Company between (i) the Company and the Supervisor; and (ii) a holder of overseas listed foreign shares in the Company and the Supervisor, the parties concerned shall resolve such disputes and claims through arbitration.

6.2 Where a dispute or claim described above is referred to arbitration, the entire dispute or claim shall be resolved through arbitration; all persons who have a cause of action based on the same facts giving rise to the dispute or claim or whose participation is necessary for the resolution of such dispute or claim, if they are shareholders, directors, supervisors, manager or other officers of the Company or the Company, shall submit to arbitration.

- 6.3 Disputes over who is a shareholder and over the share register do not have to be resolved through arbitration.
- 6.4 The party seeking arbitration may elect to have the dispute or claim arbitrated either by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules or by the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. Once the party seeking arbitration submits a dispute or claim to arbitration, the other party must submit to the arbitral body selected by the party seeking the arbitration.
- 6.5 If the party seeking arbitration elects to arbitrate the dispute or claim at the Hong Kong International Arbitration Centre, then either party may apply to have such arbitration conducted in Shenzhen according to the securities arbitration rules of the Hong Kong International Arbitration Centre.
- 6.6 The laws of the People's Republic of China shall govern the arbitration of disputes or claims described in Clause 6.1 above, unless otherwise provided by law or administrative regulations.
- 6.7 The award of the arbitral body is final and shall be binding on the parties thereto.
- 6.8 This agreement to arbitrate is made by the Supervisor with the Company on its own behalf and on behalf of each shareholder.
- 6.9 Any reference to arbitration shall be deemed to authorise the arbitral tribunal to conduct hearings in open session and to publish its award.

7. NON-TRANSFERABLE

- 7.1 The Supervisor shall not transfer the Contract or his position to any other person.

8. MISCELLANEOUS

- 8.1 The expiry or termination of the Contract (regardless of the reason) shall not have any effect on the effectiveness of the provisions that are stipulated to survive such expiry or termination as specified in the Contract.
- 8.2 Each notice, demand or any other communication sent out in connection with the Contract shall be in writing and sent by hand or mail to the concerned parties at the addresses specified at the beginning of the Contract (or any other address as being notified by the recipient to the other party five days in advance).

Any notice, demand or any other communication sent to the address of the concerned party in the above form shall be deemed to be received on the arrival date.

9. EFFECTIVENESS OF THE CONTRACT

9.1 The Contract shall have two originals with each party holding one copy. Upon the execution by both parties and the affixation of the company seal by the Company, the Contract shall come into effect from the day on which the Supervisor's Term begins. Both the English and Chinese versions of the Contract shall be equally authentic and valid.

10. GOVERNING LAW

10.1 The Contract shall be governed by Chinese laws and regulations.

Schedule 1

- (1) Base Salary
- (2) Allowance
- (3) Monthly Bonus
- (4) Performance Bonus
- (5) Annual Bonus
- (6) Profit Bonus
- (7) Annual leave entitlement
- (8) Social insurance funds

SIGNED BY)
ADVANCED SEMICONDUCTOR)
MANUFACTURING)
CORPORATION LIMITED)
in the presence of:-)

Date: _____

SIGNED BY _____)
in the presence of:-)

Date: _____

APPENDIX IV PROPOSED REMUNERATION FOR DIRECTORS AND SUPERVISORS

The following remuneration has been proposed for the second session of the board of Directors and Supervisory Committee: (a) remuneration for each of the non-executive Directors and Shareholders Representative Supervisors will consist of administrative subsidies only, at an amount of HKD200,000 per annum; (b) remuneration for each of the independent non-executive Directors will consist of administrative subsidies only, at an amount of HKD250,000 per annum; and (c) each of the executive Directors and Employee Representative Supervisor will be entitled to salaries, bonuses, other remuneration and benefits as provided in their original contracts of employment entered into with the Company, but will not be entitled to any administrative subsidies or any additional remuneration for their position of the executive Directors or Supervisor.