
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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 (the “**Company**”), 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.

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this circular, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this circular.



ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED
上海先進半導體製造股份有限公司

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

(Stock Code: 03355)

ELECTION OF DIRECTORS AND SUPERVISORS
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING

A notice convening an extraordinary general meeting of the Company to be held at 11 a.m. on 28 January 2010 at Digital Conference Room, 2nd Floor, Ramada Shanghai Caohejing Hotel, No. 509, Caobao Road, Shanghai, the People's Republic of China (the “EGM”) 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 holders of H-Shares, the proxy form should be returned to Computershare Hong Kong Investor Services Limited and for holders of non-H-Shares, the proxy form should be returned to the Company's Board Secretariat in person or by post as soon as possible and in any event 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 holders of H-Shares or to the Company's Board Secretariat for holders of non-H-Shares on or before 8 January 2010.

10 December 2009

CONTENTS

	<i>Page</i>
Definitions	1
Letter from the Board	2
Appendix I — Biographies of Director and Supervisor Candidates	7
Appendix II — Standard Service Contracts	14
Appendix III — Proposed Remunerations for Directors and Supervisors	49
Notice of Extraordinary General Meeting	50

DEFINITIONS

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

“Company”	Advanced Semiconductor Manufacturing Corporation Limited, a joint stock company incorporated in the PRC with limited liability, the H-shares of which are listed on the Stock Exchange
“Director(s)” or “Board”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be held at 11 a.m. on 28 January 2010 at Digital Conference Room, 2nd Floor, Ramada Shanghai Caohejing Hotel, No. 509, Caobao Road, Shanghai, the PRC
“EGM Notice”	the notice of EGM
“Employee Representative Supervisor(s)”	the Supervisor(s) representing the employees 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 NXP B.V. and SCIP (HK) Limited
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China
“non-H-share(s)”	the Share(s) other than H-share(s) as defined above
“RMB”	Renminbi, the lawful currency of the PRC
“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
“Shareholder(s)”	holder(s) of the Shares whose name(s) is/are shown in the registers of members of the Company as from time to time
“Shareholder Representative Supervisor(s)”	the Supervisor(s) representing the Shareholders
“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 2010 to 1 March 2013
“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

LETTER FROM THE BOARD



ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED

上海先進半導體製造股份有限公司

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

(Stock Code: 03355)

Executive Directors:

Mr. ZHOU Weiping
Ms. CHENG Jianyu

Non-executive Directors:

Dr. CHEN Jianming
Mr. ZHU Jian
Mr. Christopher Paul BELDEN
Mr. YEH Yi Liang
Mr. ZHU Peiyi
Mr. LI Zhi

Independent Non-executive Directors:

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

Registered Office:

385 Hong Cao Road
Shanghai 200233
PRC

Principal Office in Hong Kong:

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

10 December 2009

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 information regarding the resolutions to be proposed at the EGM relating to the election of Directors and Supervisors, their proposed Standard Service Contracts and their remunerations.

LETTER FROM THE BOARD

ELECTION OF DIRECTORS

The Board's second session (i.e. the session for the period from 2 March 2007 to 1 March 2010) consists of eleven Directors, including two Executive Directors, namely, Mr. ZHOU Weiping and Ms. CHENG Jianyu, six Non-executive Directors, namely, Dr. CHEN Jianming, Mr. ZHU Jian, Mr. Christopher Paul BELDEN, Mr. YEH Yi Liang, Mr. ZHU Peiyi and Mr. LI Zhi, and three Independent Non-executive Directors, namely, Mr. Thaddeus Thomas BECZAK, Mr. James Arthur WATKINS and Dr. SHEN Weijia. The existing term of office of each of the Directors will end on 1 March 2010 and all of them are eligible for re-election.

Pursuant to the Company's Articles of Association, the Board shall consist of eleven 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 three shall be Independent Non-executive Directors. Directors shall be elected at a Shareholders' general meeting each for a term of three years. At the expiry of a Director's term, the term is renewable upon re-election.

Save as Mr. Christopher Paul BELDEN, all the retiring Directors have offered themselves for re-election. Coupled with a new candidate, Mr. Wilhelmus Jacobus Maria Joseph JOSQUIN, the candidates proposed to be appointed as the Directors for the Board's third session (i.e. the session for the period from 2 March 2010 to 1 March 2013) are as follows: -

Candidates for Executive Directors

Mr. ZHOU Weiping	Proposed for re-election
Ms. CHENG Jianyu	Proposed for re-election

Candidates for Non-Executive Directors

Dr. CHEN Jianming	Proposed for re-election
Mr. ZHU Jian	Proposed for re-election
Mr. Wilhelmus Jacobus Maria Joseph JOSQUIN	Proposed for election
Mr. YEH Yi Liang	Proposed for re-election
Mr. ZHU Peiyi	Proposed for re-election
Mr. LI Zhi	Proposed for re-election

Candidates for Independent Non-Executive Directors

Mr. Thaddeus Thomas BECZAK	Proposed for re-election
Mr. James Arthur WATKINS	Proposed for re-election
Dr. SHEN Weijia	Proposed for re-election

LETTER FROM THE BOARD

The Company considers that the proposed composition of the Board for its third session consists of candidates equipped with the skills and experiences required for promoting the success of the Company and directing and supervising the Company's affairs. The biographies of the candidates are set out in detail in Appendix I of this circular.

If you would like to propose any person to be the candidate of Director, the notice of your intention and the notice of willingness to be elected by such person should be given to the Company on or before 20 January 2010.

The proposed Standard Service Contracts to be entered into between the Company and each of the Executive Directors and Non-executive Directors for the Board's third session are set out in Appendix II of this circular. The proposed remunerations for the Directors are set out in Appendix III of this circular.

ELECTION OF SUPERVISORS

As at the date of this circular, the Supervisory Committee consists of five Shareholder Representative Supervisors, namely, Mr. David Siu Kee KIANG, Mr. SHEN Qitang, Mr. YANG Yanhui, Mr. GUO Yiwu and Ms. CHEN Yan, and one Employee Representative Supervisor, namely, Mr. PAN Guojin. The term of office of each of the Supervisors will end on 1 March 2010 and all of them are eligible for re-election.

Pursuant to the Company's Articles of Association, outside Supervisors (i.e. Supervisors who do not hold office in the Company) shall account for more than one half of the total number of Supervisors. The Supervisory Committee shall include Supervisors representing the Shareholders and the Company's employees respectively. Shareholder Representative Supervisors shall be elected or removed by the Shareholders in general meetings, and the Employee Representative Supervisor shall be elected or removed by the employees democratically.

Save as Mr. YANG Yanhui, all the retiring Shareholder Representative Supervisors have offered themselves for re-election. Coupled with a new candidate, Mr. SUN Biyuan, the candidates for the Shareholder Representative Supervisors for the third session (i.e. the session for the period from 2 March 2010 to 1 March 2013) of the Supervisory Committee are as follows: -

Candidates for Shareholder Representative Supervisors

Mr. David Siu Kee KIANG	Proposed for re-election
Mr. SUN Biyuan	Proposed for election
Mr. SHEN Qitang	Proposed for re-election
Ms. CHEN Yan	Proposed for re-election
Mr. GUO Yiwu	Proposed for re-election

At the EGM, resolutions will be proposed to appoint all the candidates of Shareholder Representative Supervisors to be the Supervisors for the third session of the Supervisory Committee. The biographies of the candidates are set out in detail in Appendix I of this circular.

LETTER FROM THE BOARD

In respect of the Employee Representative Supervisor, nomination of candidate will be made by the Company's employees and the related election will take place at a meeting held by the employees before the EGM.

The proposed Standard Service Contracts to be entered into between the Company and each of the Supervisors for the third session of the Supervisory Committee are set out in Appendix II of this circular. The proposed remunerations for the Supervisors are set out in Appendix III of this circular.

FORMS OF PROXY

Any Shareholder who is entitled to attend and vote at the EGM shall be entitled to appoint one 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 authorised in writing. If the appointor is a legal entity, the instrument shall be either under seal or under the hand of a director or an authorised person or a duly authorised attorney of the legal entity. The letter of authorisation shall contain the number of Shares to be represented by the proxy. If several persons are authorised as the proxies of a 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 Rooms 1806-1807, 18th 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 200233, the 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 holders of H-Shares or to the Company's Board Secretariat for holders of non-H-Shares on or before 8 January 2010.

VOTING BY POLL

Pursuant to Rule 13.39 of the Listing Rules, all votes of the Shareholders at the general meetings must be taken by poll. The Chairman of the meeting will therefore demand a poll for every resolution put to the vote at the EGM pursuant to Article 73 of the Company's Articles of Association.

LETTER FROM THE BOARD

RECOMMENDATION

The Board considers that appointing the proposed candidates as the Directors and the Supervisors, entering into the Standard Service Contracts and approving the recommended remunerations for the third session of the Board and the Supervisory Committee are in the best interests of the Company and the Shareholders. Accordingly, the Board recommends the Shareholders to vote in favour of the resolutions to be proposed at the EGM as set out in the EGM Notice.

Yours faithfully,

By order of the Board

Advanced Semiconductor Manufacturing Corporation Limited

Chen Jianming

Chairman

APPENDIX I BIOGRAPHIES OF DIRECTOR AND SUPERVISOR CANDIDATES

Biographies of the Candidates for Directors:

Mr. ZHOU Weiping, aged 42, candidate for Executive Director of the third session of the Board.

Mr. Zhou has been the President and Chief Executive Officer of the Company since 1 September 2008, and has been an Executive Director of the Board since 3 November 2008.

Mr. Zhou started his career at Shanghai Belling Corporation Limited (“Shanghai Belling”) in 1990. During the period from 1990 to 2003, Mr. Zhou took various roles at Shanghai Belling with increasing levels of responsibility in wafer fab start-up and management. Mr. Zhou was appointed as the Vice President and the General Manager of manufacturing business unit in 2003 and subsequently was promoted to be the Executive Vice President of Shanghai Belling in 2004. From January 2007 to November 2007, Mr. Zhou served as the General Manager of Ningbo Shanshan Ulica Solar Technology Developing Company Limited. In December 2007, Mr. Zhou rejoined the group of Shanghai Belling Corporation Limited and was appointed as the General Manager of Shanghai Belling Microelectronics Manufacturing Company Limited.

Mr. Zhou received a Bachelor of Solid State Electronics degree from East China Normal University in 1990 and a Master of Business Administration degree from Fudan University in 2000.

Ms. CHENG Jianyu, aged 52, candidate for Executive Director of the third session of the Board.

Ms. Cheng has been the Company’s Vice President and Chief Financial Officer since 1995, and has been an Executive Director of the Board since 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.

Dr. CHEN Jianming, aged 55, candidate for Non-executive Director of the third session of the Board.

Dr. Chen has been a Non-executive Director and the Chairman of the Board since 1 August 2008. Dr. Chen has previously worked at Shanghai Truck Transportation Company, Shanghai Jinqiao Export Processing Zone Development Company and General Office of Shanghai National People’s Congress Standing Committee. From 2001 to 2003, Dr. Chen served as the Assistant General Manager of Shanghai Chemical Industry Park Development Company Limited, and was subsequently appointed as the Chief Economist in 2003. Dr. Chen has also served as a director of Shanghai Chemical Industrial Park Investment Enterprise Company Limited since 2008.

Dr. Chen received a Master of Business Administration degree from Fudan University in 1993, and received a Doctor of Industrial Economics degree from Fudan University in 1998.

APPENDIX I BIOGRAPHIES OF DIRECTOR AND SUPERVISOR CANDIDATES

Mr. ZHU Jian, aged 35, candidate for Non-executive Director of the third session of the Board.

Mr. Zhu has been a Non-executive Director of the Board since 2 March 2004. He has previously worked at Shanghai Waigaoqiao Free Trade Zone United Development Co., Ltd. and the Shanghai Waigaoqiao Free Trade Zone Administrative Commission. From 2001 to 2009, Mr. Zhu served as the Deputy General Manager and General Manager of Shanghai Chemical Industrial Park Investment Enterprise Company Limited (“SCIPI”) and has served as a director and the General Manager of SCIP (HK) since 2002. Mr. Zhu also served as the Secretary of the board of directors of Shanghai Chemical Industry Park Development Company Limited (“SCIPD”) from 2003 to 2008. Mr. Zhu has been an assistant to President of SCIPD and a director of SCIPI since 2005.

Mr. Zhu graduated from the Accounting Department of Shanghai University of Finance and Economics in 1996. He received a Master of Business Administration degree from China Europe International Business School in 2007.

Mr. ZHU Peiyi, aged 44, candidate for Non-executive Director of the third session of the Board.

Mr. Zhu has been a Non-executive Director and the Vice Chairman of the Board since 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 worked for China Orient Asset Management Corporation Shanghai Office from 2000 and was appointed as the Manager of Second Asset Management Department in 2004. He joined Shanghai Dongxing Investment Holdings Development Company, a wholly-owned subsidiary of China Orient Asset Management Corporation, in 2005 and was appointed as the Deputy General Manager in 2008.

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. LI Zhi, aged 46, candidate for Non-executive Director of the third session of the Board.

From 1994 to 1995, Mr. Li Zhi served as the Secretary (Deputy Division Chief) of the General Manager Office of China Electronics Corporation. From 1995 to 1998, Mr. Li served as the Secretary (Deputy Division Chief) of General Office of Minister of the Ministry of Electronic Industry. From 1998 to 2003, Mr. Li was appointed as the Head of General Administration Department of Beijing Huahong NEC Integrated Circuit Design Co., Ltd.. From 2003 to 2005, Mr. Li was appointed as the Assistant General Manager and the Head of Administration and Legal Department of Beijing Huahong Integrated Circuit Design Co., Ltd.. From July 2005 to March 2009, Mr. Li was appointed as the board secretary of the Board of Huahong Semiconductor Co., Ltd. and Shanghai Huahong NEC Electronics Co., Ltd., and from August 2005 to March 2009, Mr. Li was appointed as a director of Secretariat (ie., the Board Secretary) of Shanghai Huahong (Group) Co., Ltd.. Mr. Li was appointed as the Executive Vice President of Shanghai Belling in March 2009. Since June 2009, Mr. Li was appointed as a director and the Acting General Manager of Shanghai Belling.

Mr. Li received an Executive Master of Business Administration degree from University of Texas at Arlington in 2006.

APPENDIX I BIOGRAPHIES OF DIRECTOR AND SUPERVISOR CANDIDATES

Mr. Wilhelmus Jacobus Maria Joseph JOSQUIN, aged 57, candidate for Non-executive Director of the third session of the Board.

After finishing his university study in Chemistry, Mr. Josquin joined Philips Electronics Central Research in 1976, initially as a scientist and later as a manager in the area of semiconductor technology. In 1991, he joined the Semiconductor Division of Philips, where he acted as the Operations Manager and General Manager of several waferfabs in the Netherlands and Germany. In 2004, he moved to headquarters to take up the post of the Head of Industrial Strategy and Innovation of the Operations Unit of the company. Since the spin-off of the company and its merging with NXP, he has led the operations work streams in a series of M&A projects.

During his career, he has been involved in the Company's affairs on multiple occasions: in the mid nineties as the Head of the 5-inch waferfab at Nijmegen, the original mother fab of the Company and later on for the Company's external foundry relations, and occasionally as an ad hoc advisor in strategic matters.

Mr. YEH Yi Liang, aged 54, candidate for Non-executive Director of the third session of the Board.

Mr. Yeh has been a Non-executive Director and the Vice Chairman of the Board since 30 September 2008.

He joined Philips Taiwan in 1982 as a System Analyst. When Philips began IC design in 1987, Mr. Yeh was appointed as the IC Design Center Manager. In 1988, Mr. Yeh participated in a joint venture project between Philips and Taiwan Semiconductors Manufacturing Company ("TSMC") by setting up a technical team and transferring process from Philips European fab to TSMC. From 1989 to 1990, Mr. Yeh was transferred to Hamburg Germany, where he participated in projects both in Engineering and Marketing areas.

In 1991, Mr. Yeh returned to Philips Taipei and took up the role of Asia Regional Product Sales Support Manager. He established a System Application team of 40 members providing technical and application support to customers in Asian regions. In 1993, Mr. Yeh was promoted to the post of Product Group Manager CICT Philips Semiconductors handling business with major clients such as Sony. Under the leadership of Mr. Yeh, the business tripled in 1997. He contributed significantly to the company's profit and growth. In 1998, Mr. Yeh was transferred to a Philips' joint-venture to develop the ODM (Original Design Manufacturer) notebook computers business with famous brands. From 1999 to 2001, Mr. Yeh was the President of AMtek Semiconductors Taiwan, which is one of the analog IC design-in houses in Taiwan.

At the end of 2001, Mr. Yeh rejoined Philips Semiconductors as the Business Line General Manager and set up its operation in Shanghai. In April 2007, he was appointed as the Country Manager of NXP China/Hong Kong on top of his role as the Business Line General Manager. In October of same year, Mr. Yeh was appointed as the Country Manager Greater China. In April 2008 he was promoted to the current capacity of Senior Vice President and Regional Executive of NXP Semiconductors Greater China.

APPENDIX I BIOGRAPHIES OF DIRECTOR AND SUPERVISOR CANDIDATES

Mr. Yeh holds a Master in Systems Engineering degree of University of Virginia, USA.

Mr. Thaddeus Thomas BECZAK, aged 59, candidate for Independent Non-executive Director of the third session of the Board.

Mr. Beczak has been an Independent Non-executive Director of the Board since 1 February 2005. From 1997 to 2002, Mr. Beczak was the Chairman of the Listing Committee of the Stock Exchange, and he was a member of the board of directors of the Stock Exchange from 1998 to 2001. From June 2001 to May 2007, Mr. Beczak was a member of the Advisory Committee of the Securities and Futures Commission in Hong Kong (the “SFC”). By being the former Chairman of the Listing Committee of the Stock Exchange and a member of the Advisory Committee of the SFC, Mr. Beczak has gained extensive experience in analyzing and scrutinizing financial statements of public companies in Hong Kong, and reviewing and implementing a variety of corporate governance measures. He is also a member of the International Advisory Committee of the China Securities Regulatory Commission.

Mr. Beczak has over 30 years of business experience in Asia. He joined J.P. Morgan Inc. in 1974. He was then appointed as the Managing Director of J.P. Morgan Inc. in 1998 and the President of J.P. Morgan Securities Asia. 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 the 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 specializing in affairs related to corporate finance, management and treasury activities. He also oversaw the activities of all the financial officers of the listed subsidiaries of the Kerry group. Moreover, he also held the positions of Deputy Chairman of Shangri-La Asia Limited and Director of Kerry Properties Limited, Kuok Philippines Properties Inc., and China World Trade Center Limited and SCMP Holdings Limited. Mr. Beczak was the Independent Non-executive Director of Namtai Electronic & Electrical Products Limited. He was also the Senior Advisor of Nomura International (Hong Kong) Limited and the Chairman of Nomura Asia Holdings N.V.

He is currently the Chairman of Cowen Latitude Advisors Limited and the Vice Chairman of Cowen and Company, LLC. He is also an independent non-executive director of Arnhold Holdings Limited, Phoenix Satellite Television and Pacific Online Limited.

Mr. Beczake is a graduate of Georgetown University (B.S.F.S.) and Columbia University (M.B.A.). He is also an Adjunct Professor of the MBA Program of The Hong Kong University of Science and Technology.

Mr. James Arthur WATKINS, aged 64, candidate for Independent Non-executive Director of the third session of the Board.

Mr. Watkins has been an Independent Non-executive Director of the Board since 1 February 2005. Mr. Watkins is a qualified solicitor in England and in Hong Kong. He started his career in 1967 as a solicitor at Linklaters, an international law firm. He later became a Partner at the firm’s London office and was subsequently the Senior Partner of the firm’s Hong Kong office. From 1994 to 1996, Mr. Watkins was the Legal Director of Trafalgar House plc, London. He was the group Legal Director

APPENDIX I BIOGRAPHIES OF DIRECTOR AND SUPERVISOR CANDIDATES

at Schrodgers plc, London from 1996 to 1997. Mr. Watkins was the General Counsel and a director of the Jardine Matheson Group in Hong Kong from 1994 to 2003, during which he served as a director of Jardine Matheson Holdings Ltd., Dairy Farm International Holdings Ltd., and Mandarin Oriental International Ltd. Currently, he holds office as the Non-executive Director of Mandarin Oriental International Ltd., Hongkong Land Holdings Ltd., Jardine Cycle & Carriage Ltd., MCL Land Ltd., Global Sources Ltd., Asia Satellite Telecommunications Holdings Ltd. and IL&FS India Realty Fund II LLC.

Mr. Watkins graduated with a Bachelor of Laws degree from the University of Leeds in England in 1966.

Dr. SHEN Weijia, aged 56, candidate for Independent Non-executive Director of the third session of the Board.

Dr. Shen has been an Independent Non-executive Director of the Board since 1 February 2005. He commenced his career as an academic at Fudan University in 1977. From 1997 to 2000, Dr. Shen was a director of the board and the General Manager of Shanghai Waigaoqiao Free Trade Zone 3U Development Co., Ltd., and was a director and the Executive Vice President of Shanghai Sunway Biotech Co. Ltd. from 2000 to 2002. Dr. 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 of GITI Tire China Investment Co., Ltd. He has also been a director of GITI Tire Corporation since May 2005. He has been the Chairman and the General Manager of Shanghai G.T. Microfiber Co. Ltd. since November 2008.

Dr. Shen received a Master of Business Administration degree from Leuven University, Belgium in 1987, and a Doctor of Economics degree from Fudan University in 2000. Dr. Shen has been a Chair Professor of EMBA program of the School of Management, Fudan University since 2003.

Biographies of the Candidates for Supervisors:

Mr. David Siu Kee KIANG, aged 55, candidate for Supervisor of the third session of the Supervisory Committee.

Mr. Kiang has been a Supervisor of the Supervisory Committee since 30 September 2008, and the Chairman of the second session of the Supervisory Committee since 21 October 2008. He began his career in the field of Information Technology, Auditing and Finance Management in Australia. In 1978, he was appointed as the System Analyst of Computer Science of America (Australia) and subsequently was appointed as the EDP Audit Manager with N.S.W. State Building Society of Australia in 1982 and the Senior Finance & System Manager of Telstra, Australia (formerly Overseas Telecommunication Commission, Australia) in 1984.

After his return to Hong Kong in 1989, Mr. Kiang was appointed as the General Manager (Finance & Administration) of Inchcape Pacific Ltd. for three of its subsidiaries (Gliman Business Systems, Dodwell Business Systems & Repromac Office Systems) managing its Hong Kong & China joint venture business operations.

APPENDIX I BIOGRAPHIES OF DIRECTOR AND SUPERVISOR CANDIDATES

Mr. Kiang joined Philips Semiconductors Hong Kong in 1998 as its Financial Controller. In 2000, he was appointed as the Global Sales Operations Controller (Asia) and was posted in Taipei. In 2003, Mr. Kiang was promoted to his current position, the Regional Controller (Greater China) of NXP Semiconductors China, formerly the semiconductors product division of Philips Group, and holds local various general management positions covering Finance, Accounting, Treasury and Information Technology functions.

Mr. Kiang received a Bachelor's degree in Information Systems & Accounting and a Master degree in Economics & Financial Management from Macquarie University of Sydney, Australia. He is a fellow member of both the Hong Kong Institute of Certified Public Accountants and Australian Institute of Certified Practicing Accountant and is a member of the Australian Computer Society.

Mr. SUN Biyuan, aged 35, candidate for Supervisor of the third session of the Supervisory Committee.

From July 1996 to March 2006, Mr. Sun served as a Department Manager of BDO Shanghai Zhonghua Certified Public Accountants, engaging in the auditing works for the listed companies. Since April 2006, Mr. Sun has been a Finance Manager of Shanghai Chemical Industrial Park Investment Enterprise Company Limited ("SCIPI"). Mr. Sun is familiar with the operational criteria for listed companies and has professional financial skill. Mr. Sun also has excellent capability of financial management, especially in accounting standards and budget management.

Mr. Sun graduated from the Accounting Department of Shanghai University of Finance and Economics in July 1996.

Mr. SHEN Qitang, aged 58, candidate for Supervisor of the third session of the Supervisory Committee.

Mr. Shen has been a Supervisor of the Supervisory Committee since 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 1997. Mr. Shen has been the Chief Accountant of Shanghai Chemical Industry Park Development Company Limited since 1997.

Mr. Shen graduated with a Bachelor of Economics degree from the Accounting Department of Shanghai University of Finance and Economics in 1982. He has been a Senior Accountant since 1992 and has been a certified Accountant since 1994.

Ms. CHEN Yan, aged 36, candidate for Supervisor of the third session of the Supervisory Committee.

Ms. Chen has been a Supervisor of the Supervisory Committee since 30 October 2007. Ms. Chen worked for the Bank of China Shanghai Branch from August 1994 to May 2000. She joined the Shanghai office of China Orient Asset Management Corporation ("COAMC") in May 2000 and was appointed as a manager of Second Asset Management Department of COAMC's Shanghai office in June 2005. She was appointed as the Manager of the Investment Department of Shanghai Dongxing Investment Holding Company in December 2007.

APPENDIX I BIOGRAPHIES OF DIRECTOR AND SUPERVISOR CANDIDATES

Ms. Chen graduated with a Bachelor of Economics degree from Shanghai Jiaotong University in 2000, and received a Graduate Diploma in Information System from Massey University of New Zealand in 2002.

Mr. GUO Yiwu, aged 51, candidate for Supervisor of the third session of the Supervisory Committee.

Mr. Guo has been a Supervisor of the Supervisory Committee since 2 March 2007. 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 and Executive Vice President of Shanghai Belling Co., Ltd. He also holds offices as a director of Hong Kong Hylink Co., Ltd., a director of Hangzhou Maxis Biometrics Co., Ltd., the Vice-Chairman of Shanghai Newtown Software Co., Ltd. and the Chairman of Shanghai RFID System Technology Co., Ltd.

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.

Other Relevant Information:

As at the date of the Circular, pursuant to Part XV of the Securities and Futures Ordinance, each of the aforesaid Directors and Supervisors (1) does not have any interest in shares of the Company; (2) save as disclosed herein, has no relationship with any Directors, Supervisors, senior management, substantial or controlling Shareholders of the Company and did not hold any directorship with any listed companies in the last three years; and (3) has no other matter that needs to be brought to the attention of the Shareholders of the Company and has no information which is required to be disclosed pursuant to any of the requirements of Rule 13.51(2)(h) to (v) of the Listing Rules.

Subject to the Shareholders' approval at the EGM, each of the aforesaid Directors and Supervisors will enter into a Standard Service Contract as set out in Appendix II of the Circular with the Company for a term of three (3) years from 2 March 2010 to 1 March 2013 and will be entitled a remuneration as set out in Appendix III of the Circular.

[Date]

ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED

**SERVICE CONTRACT FOR
EXECUTIVE DIRECTOR**

CONTENTS

CLAUSE	PAGE
1. APPOINTMENT AND DUTIES	16
2. TERM OF THE CONTRACT	16
3. RESTRICTIONS ON OTHER ACTIVITIES OF THE EXECUTIVE DIRECTOR	17
4. REMUNERATION	18
5. UNDERTAKINGS	18
6. TERMINATION	20
7. ARBITRATION	20
8. NON-TRANSFERABLE	21
9. MISCELLANEOUS	21
10. EFFECTIVENESS OF THE CONTRACT	22
11. GOVERNING LAW	22
SCHEDULE 1	23

SERVICE CONTRACT FOR EXECUTIVE DIRECTOR

THIS CONTRACT is made on _____:

BETWEEN:

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

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 third 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 _____ and end on 1 March 2013 (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 four originals with each party holding two copies. 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.

SIGNED BY)
for and on behalf of)
ADVANCED SEMICONDUCTOR)
MANUFACTURING)
CORPORATION LIMITED)
in the presence of:-)

Date: _____

SIGNED BY _____)
in the presence of:-)

Date: _____

SCHEDULE 1

	RMB (per annum)
(1) Salary	[●]
(2) Bonus (maximum)	[●]
(3) Other Remuneration	[●]
(4) Benefits and Annual Leave	[●]
(5) Pension	[●]

[Date]

ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED

**SERVICE CONTRACT FOR
NON-EXECUTIVE DIRECTOR**

CONTENTS

CLAUSE	PAGE
1. APPOINTMENT AND DUTIES	26
2. TERM OF THE CONTRACT	26
3. RESTRICTIONS ON OTHER ACTIVITIES OF THE NON-EXECUTIVE DIRECTOR ..	26
4. REMUNERATION	28
5. UNDERTAKINGS	28
6. TERMINATION	29
7. ARBITRATION	30
8. NON-TRANSFERABLE	30
9. MISCELLANEOUS	31
10. EFFECTIVENESS OF THE CONTRACT	31
11. GOVERNING LAW	31

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 _____.

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 third 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 _____ and end on 1 March 2013 (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**) 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;
- (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 four originals with each party holding two copies. 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)
for and on behalf of)
ADVANCED SEMICONDUCTOR)
MANUFACTURING)
CORPORATION LIMITED)
in the presence of:-)

Date: _____

SIGNED BY _____)
in the presence of:-)

Date: _____

[Date]

ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED

**SERVICE CONTRACT FOR
SHAREHOLDER REPRESENTATIVE
SUPERVISOR**

CONTENTS

CLAUSE	PAGE
1. APPOINTMENT AND DUTIES	34
2. TERM OF THE CONTRACT	34
3. REMUNERATION	35
4. UNDERTAKINGS	35
5. TERMINATION	36
6. ARBITRATION	37
7. NON-TRANSFERABLE	38
8. MISCELLANEOUS	38
9. EFFECTIVENESS OF THE CONTRACT	39
10. GOVERNING LAW	39

SERVICE CONTRACT FOR SHAREHOLDER REPRESENTATIVE SUPERVISOR

THIS CONTRACT is made on _____:

BETWEEN:

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

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

- 1.1 The Company has appointed the Supervisor as a shareholder representative supervisor of the Company's third session of the Supervisory Committee 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 _____ and end on 1 March 2013 (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; or
- (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 four originals with each party holding two copies. 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)
for and on behalf of)
ADVANCED SEMICONDUCTOR)
MANUFACTURING)
CORPORATION LIMITED)
in the presence of:-)

Date: _____

SIGNED BY _____)
in the presence of:-)

Date: _____

[Date]

ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED

**SERVICE CONTRACT FOR
EMPLOYEE REPRESENTATIVE
SUPERVISOR**

CONTENTS

CLAUSE	PAGE
1. APPOINTMENT AND DUTIES	42
2. TERM OF THE CONTRACT	42
3. REMUNERATION	42
4. UNDERTAKINGS	43
5. TERMINATION	44
6. ARBITRATION	45
7. NON-TRANSFERABLE	46
8. MISCELLANEOUS	46
9. EFFECTIVENESS OF THE CONTRACT	47
10. GOVERNING LAW	47
SCHEDULE 1	48

SERVICE CONTRACT FOR EMPLOYEE REPRESENTATIVE SUPERVISOR

THIS CONTRACT is made on _____:

BETWEEN:

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

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 third 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 _____ and end on 1 March 2013 (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; or

(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 four originals with each party holding two copies. 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)
for and on behalf of)
ADVANCED SEMICONDUCTOR)
MANUFACTURING)
CORPORATION LIMITED)
in the presence of:-)

Date: _____

SIGNED BY _____)
in the presence of:-)

Date: _____

SCHEDULE 1

	RMB (per annum)
(1) Salary	[●]
(2) Bonus (maximum)	[●]
(3) Other Remuneration	[●]
(4) Benefits and Annual Leave	[●]
(5) Pension	[●]

The following remunerations have been proposed for the third session of the Board and Supervisory Committee: (a) remuneration for each of the Non-executive Directors and Shareholder Representative Supervisors will consist of administrative subsidy only, at an amount of HKD200,000 per annum; (b) remuneration for each of the Independent Non-executive Directors will consist of administrative subsidy only, at an amount of HKD250,000 per annum; and (c) each of the Executive Directors and the Employee Representative Supervisor will be entitled to salaries, bonuses, other remuneration and benefits as provided in their contracts of employment entered into with the Company, but will not be entitled to any administrative subsidy or any additional remuneration for their position of the Executive Directors or Supervisor.

NOTICE OF EXTRAORDINARY GENERAL MEETING



ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED 上海先進半導體製造股份有限公司

(A foreign invested joint stock limited company incorporated in the People's Republic of China with limited liability)
(Stock Code: 03355)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of Advanced Semiconductor Manufacturing Corporation Limited (the “Company”) will be held at Digital Conference Room, 2nd Floor, Ramada Shanghai Caohejing Hotel, No. 509, Caobao Road, Shanghai, the People’s Republic of China at 11 a.m. on 28 January 2010 (the “EGM”) to consider and, if thought fit, to pass the following resolutions. Unless otherwise indicated, capitalized terms used herein shall have the same meanings as those defined in the circular dated 10 December 2009 (the “Circular”).

Ordinary Resolutions:

1. “THAT:

- (1A) the appointment of Mr. ZHOU Weiping as an Executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (1B) the appointment of Ms. CHENG Jianyu as an Executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (1C) the appointment of Dr. CHEN Jianming as a Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (1D) the appointment of Mr. ZHU Jian as a Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (1E) the appointment of Mr. Wilhelmus Jacobus Maria Joseph JOSQUIN as a Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (1F) the appointment of Mr. YEH Yi Liang as a Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (1G) the appointment of Mr. ZHU Peiyi as a Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;

NOTICE OF EXTRAORDINARY GENERAL MEETING

- (1H) the appointment of Mr. LI Zhi as a Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (1I) the appointment of Mr. Thaddeus Thomas BECZAK as an Independent Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (1J) the appointment of Mr. James Arthur WATKINS as an Independent Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved; and
- (1K) the appointment of Dr. SHEN Weijia as an Independent Non-executive Director of the third session of the Board with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved.”
2. “THAT:
- (2A) the appointment of Mr. David Siu Kee KIANG as a Shareholder Representative Supervisor of the third session of the Supervisory Committee with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (2B) the appointment of Mr. SHEN Qitang as a Shareholder Representative Supervisor of the third session of the Supervisory Committee with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (2C) the appointment of Mr. SUN Biyuan as a Shareholder Representative Supervisor of the third session of the Supervisory Committee with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved;
- (2D) the appointment of Ms. CHEN Yan as a Shareholder Representative Supervisor of the third session of the Supervisory Committee with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved; and
- (2E) the appointment of Mr. GUO Yiwu as a Shareholder Representative Supervisor of the third session of the Supervisory Committee with a term of office from 2 March 2010 to 1 March 2013 be and is hereby approved.”
3. “**THAT** the proposed Standard Service Contracts (as set out in Appendix II of the Circular) for executive Directors, non-executive Directors, Shareholder Representative Supervisors and Employee Representative Supervisor of the third session of the Board and the Supervisory Committee be and are hereby approved.”

NOTICE OF EXTRAORDINARY GENERAL MEETING

4. “**THAT** the proposed remunerations (as set out in Appendix III of the Circular) for the third session of the Board and the Supervisory Committee be and are hereby approved.”

By Order of the Board
Advanced Semiconductor Manufacturing Corporation Limited
Chen Jianming
Chairman

Shanghai, the PRC, 10 December 2009

Notes:

(1) 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 29 December 2009 to 28 January 2010 (both days inclusive) during which no transfer of Shares will be effected. The Shareholders whose names appear on the register of members of the Company on 28 January 2010 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 4:30 p.m. on 28 December 2009.

(2) Proxy

Any Shareholder who is entitled to attend and vote at the EGM is entitled to appoint one 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 authorised in writing. If the appointor is a legal entity, the instrument shall be either under seal or under the hand of a director or an authorised person or a duly authorised attorney of the legal entity. The letter of authorization shall contain the number of Shares to be represented by the proxy. If several persons are authorised as the proxies of a Shareholder, the letter of authorization 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 Rooms 1806-1807, 18th 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 200233, the PRC.

NOTICE OF EXTRAORDINARY GENERAL MEETING

(3) **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 holders of H-Shares or to the Company's Board Secretariat for holders of non-H-Shares on or before 8 January 2010.

(4) **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. The Company is entitled to deny attendance by any Shareholders or their proxies who fail to produce their identity documents.