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## **THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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**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.

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### **ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED**

**上海先進半導體製造股份有限公司**

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

**(Stock Code: 03355)**

## **ELECTION OF NON-EXECUTIVE DIRECTORS AND SUPERVISOR AND NOTICE OF EXTRAORDINARY GENERAL MEETING**

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A notice convening an extraordinary general meeting of the Company to be held at 10:00 a.m. on 1 November 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 12 October 2010.

13 September 2010

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## DEFINITIONS

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*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 10:00 a.m. on 1 November 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
“Service Contract for Non-executive Director”	the service contract to be entered into between the Non-executive Director and the Company for a term from the date of the EGM to 1 March 2013
“Service Contract for Shareholders Representative Supervisor”	the service contract to be entered into between the Shareholders Representative Supervisor and the Company for a term from the date of the EGM to 1 March 2013
“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
“Shareholders Representative Supervisor(s)”	the Supervisor(s) representing the Shareholders
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supervisor(s)”	the supervisor(s) of the Company
“Supervisory Committee”	the supervisory committee of the Company

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LETTER FROM THE BOARD

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**ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED**

上海先進半導體製造股份有限公司

*(A 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

***Registered Office:***

385 Hong Cao Road  
Shanghai 200233  
PRC

***Non-executive Directors:***

Dr. CHEN Jianming  
Mr. ZHU Jian  
Mr. Wilhelmus Jacobus Maria Joseph JOSQUIN  
Mr. YEH Yi Liang  
Mr. LI Zhi  
Mr. ZHU Peiyi

***Principal Office in Hong Kong:***

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

***Independent Non-executive Directors:***

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

13 September 2010

*To the Shareholders*

Dear Sir or Madam,

**ELECTION OF NON-EXECUTIVE DIRECTORS AND SUPERVISOR  
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 two Non-executive Directors and one Supervisor, the application of Service Contracts for Non-executive Directors and Shareholders Representative Supervisor, and their remunerations.

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## LETTER FROM THE BOARD

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### ELECTION OF NON-EXECUTIVE DIRECTORS AND SUPERVISOR

Mr. ZHU Peiyi has resigned as a Non-executive Director and a vice chairman of the Board and a member of the Audit Committee of the Company with effect from 31 October 2010 due to change of his job duties. Mr. YEH Yi Liang has resigned as a Non-executive Director and a vice chairman of the Board of the Company with effect from 31 October 2010 due to change of his job duties. According to the provisions of the Listing Rules, their resignation has been announced on the websites of the Stock Exchange and the Company with the approval of the Board.

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.

Mr. GUO Yiwu has resigned as a Supervisor of the Company with effect from 29 April 2010 due to change of his job. According to the provisions of the Listing Rules, his resignation has been announced on the websites of the Stock Exchange and the Company with the approval of the Board.

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. Shareholders 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.

Therefore, the Board resolved to convene the EGM to elect (1) two Non-executive Directors to fill the vacancy caused by the resignation of Mr. ZHU Peiyi and Mr. YEH Yi Liang, whose tenure will end on 1 March 2013, and to consider the application of the Service Contracts For Non-executive Directors to them and their remunerations; and (2) one Supervisor to fill the vacancy caused by the resignation of Mr. GUO Yiwu, whose tenure will end on 1 March 2013, and to consider the application of the Service Contract for Shareholders Representative Supervisor to him and his remuneration.

Having due regard to the need for a balance of skills and experience required for promoting the success of the Company and for directing the Company's affairs, the Board hereby recommends Ms. SHEN Qing and Mr. Winfried Lodewijk PEETERS as Non-executive Directors of the third session of the Board, and Mr. XU Ding as a Supervisor of the third session of the Supervisory Committee. Their biographies are set out in detail in Appendix I; the proposed Service Contracts for Non-executive Directors and Service Contract for Shareholders Representative Supervisor are set out in Appendix II; the proposed remunerations for Non-executive Directors and Shareholders Representative Supervisor are set out in Appendix III.

### 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.

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## LETTER FROM THE BOARD

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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 17M 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 12 October 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.

### RECOMMENDATION

The Board considers that appointing the proposed candidates as Non-executive Directors and Shareholders Representative Supervisor, entering into the relevant service contracts and approving the recommended remunerations are in the best interests of the Company and its Shareholders. Accordingly, the Board recommends the Shareholders to vote in favour of the resolutions which will be proposed at the EGM.

Yours faithfully,  
By order of the Board  
**Advanced Semiconductor Manufacturing Corporation Limited**  
**Chen Jianming**  
*Chairman*



consultant for product creation processes. In this role, he improved and implemented product creation processes and procedures for the Business Group Television of Philips. From then onwards he held various management functions with Philips in various countries, mainly in the field of operations and supply chain management.

In 2004, Mr. Peeters was appointed as the Vice President Operations in the business unit multi market semiconductors. He managed the integrated supply chain in the production units for discrete semiconductors. Thereafter he was appointed as the chairman of the NXP Front End Sourcing Board, managing internal and external front end factory loading.

In January 2010, Mr. Peeters was promoted to the current position of Vice President Operations and Quality in the business unit high performance mixed signal (application specific components with a mixed use of analogue and digital technologies). The Operations and Quality function focuses on driving the integrated sales and operations planning and taking care of sourcing and allocation for the NXP high performance mixed signal product portfolio.

Mr. Peeters received a master degree in chemistry from Leiden University, the Netherlands.

As at the date of the Circular, Ms. SHEN Qing and Mr. Winfried Lodewijk PEETERS do not have any interest in shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance.

**Shareholders Representative Supervisor Candidate:**

**Mr. XU Ding**, aged 48, candidate for Shareholders Representative Supervisor of the third session of the Supervisory Committee.

From 1996 to 1998, Mr. Xu served as the Manager of Product Engineering Department of Shanghai Belling Microelectronics Manufacturing Co., Ltd.. From 1998 to 2001, Mr. Xu served as the Manager of Product Engineering Department of Shanghai Belling Co., Ltd. (“Shanghai Belling”). From 2002 to 2003, Mr. Xu served as the General Manager of Communication Business Unit of Shanghai Belling. From 2003 to 2008, Mr. Xu was appointed as the Vice President & General Manager of Communication Business Unit of Shanghai Belling. From 2009 to 2010, Mr. Xu was appointed as the Vice President of Marketing of Shanghai Belling. Since 2010, Mr. Xu has been appointed as the Vice President of Marketing & Operation of Shanghai Belling.

Mr. Xu received an Executive Master of Business Administration degree from Fudan University in 2000.

As at the date of the Circular, Mr. XU Ding holds 1,300,000 H shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance.

[Date]

**ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED**

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**SERVICE CONTRACT FOR  
NON-EXECUTIVE DIRECTOR**

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**SERVICE CONTRACT FOR NON-EXECUTIVE DIRECTOR**

**THIS CONTRACT** is made on \_\_\_\_\_:

**BETWEEN:**

Advanced Semiconductor Manufacturing Corporation Limited (the *Company*) of 385 Hong Cao Road, Shanghai, PRC; and \_\_\_\_\_ (the *Non-executive Director*) of \_\_\_\_\_.

**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**

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**SERVICE CONTRACT FOR  
SHAREHOLDERS REPRESENTATIVE  
SUPERVISOR**

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**SERVICE CONTRACT FOR SHAREHOLDERS REPRESENTATIVE SUPERVISOR**

**THIS CONTRACT** is made on \_\_\_\_\_:

**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 shareholders 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:** \_\_\_\_\_

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**APPENDIX III PROPOSED REMUNERATIONS FOR NON-EXECUTIVE DIRECTORS  
AND SHAREHOLDERS REPRESENTATIVE SUPERVISOR**

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The following remunerations have been proposed for the candidates of Non-executive Directors and Shareholders Representative Supervisor: (a) remuneration for each of the Non-executive Directors will consist of administrative subsidies only, at an amount of HK\$200,000 per annum; (b) remuneration for Shareholders Representative Supervisor will consist of administrative subsidies only, at an amount of HK\$200,000 per annum. The above remunerations are determined at a market rate.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED

上海先進半導體製造股份有限公司

*(A 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 10:00 a.m. on 1 November 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 13 September 2010 (the “Circular”).

#### **Ordinary Resolutions:**

1. The election of two Non-executive Directors of the third session of the Board of Directors of the Company:
  - 1A “**THAT** the appointment of Ms. SHEN Qing as a Non-executive Director of the third session of the Board of Directors with a term from the date of the EGM to 1 March 2013, the application of Service Contract for Non-executive Director (as set out in Appendix II of the Circular) between the Company and Ms. SHEN Qing and her proposed remuneration (as set out in Appendix III of the Circular) be and are hereby approved.”
  - 1B “**THAT** the appointment of Mr. Winfried Lodewijk PEETERS as a Non-executive Director of the third session of the Board of Directors with a term from the date of the EGM to 1 March 2013, the application of Service Contract for Non-executive Director (as set out in Appendix II of the Circular) between the Company and Mr. Winfried Lodewijk PEETERS and his proposed remuneration (as set out in Appendix III of the Circular) be and are hereby approved.”

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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2. The election of one Supervisor of the third session of the Supervisory Committee of the Company:

2A “**THAT** the appointment of Mr. XU Ding as a Shareholders Representative Supervisor of the third session of the Supervisory Committee with a term from the date of the EGM to 1 March 2013, the application of Service Contract for Shareholders Representative Supervisor (as set out in Appendix II of the Circular) between the Company and Mr. XU Ding and his proposed remuneration(as set out in Appendix III of the Circular) be and are hereby approved.”

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

Shanghai, the PRC, 13 September 2010

**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 2 October 2010 to 1 November 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 1 November 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 30 September 2010.

**(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.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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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 17M 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.

(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 12 October 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.