
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.

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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 company incorporated in the People's Republic of China with limited liability)

(Stock Code: 03355)

**ELECTION OF EXECUTIVE DIRECTOR,
GENERAL MANDATE TO ISSUE SHARES
AND
NOTICE OF ANNUAL GENERAL MEETING**

A notice convening an annual general meeting of the Company to be held at 1:00 p.m. on 16 May 2017 at Advanced Semiconductor Manufacturing Corporation Limited, No. 385 Hong Cao Road, Shanghai, the People's Republic of China (the “AGM”) is set out in this circular.

If you intend to appoint a proxy to attend the AGM, 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 AGM or any adjourned meeting thereof. Completion and return of the proxy form will not preclude you from attending and voting in person at the AGM or at any adjourned meeting should you so wish.

If you intend to attend the AGM 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 26 April 2017.

29 March 2017

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DEFINITIONS

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

“AGM”	the annual general meeting of the Company to be held at 1:00 p.m. on 16 May 2017 at Advanced Semiconductor Manufacturing Corporation Limited, No. 385 Hong Cao Road, Shanghai, the PRC
“AGM Notice”	the notice of the AGM
“Articles of Association”	the articles of association of the Company, as amended, modified or otherwise supplemented from time to time
“Board”	the board of directors of the Company
“CEO”	Chief Executive Officer
“Company”	Advanced Semiconductor Manufacturing Corporation Limited, a foreign invested joint stock company incorporated in the PRC with limited liability, the H-Shares of which are listed on the Stock Exchange
“Director(s)”	the director(s) of the Company
“Domestic Share(s)”	the Shares which are subscribed for and/or credited as paid up in RMB by PRC nationals and/or PRC corporate entities
“Executive Director”	the executive director of the Company
“General Mandate”	a general mandate proposed to be granted to the Directors at the AGM to issue Domestic Shares and H-Shares representing up to the limit of 20% of each of the aggregate nominal values of the Domestic Shares and H-Shares respectively in issue on the date of passing the related resolution
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“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
“Independent Non-executive Director(s)”	the independent non-executive director(s) of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Non-executive Director(s)”	the non-executive director(s) of the Company
“non-H-Share(s)”	the Share(s) other than the H-Share(s)

DEFINITIONS

“PRC”	the People’s Republic of China, but for the purposes of this circular only, excludes the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Service Contract for Executive Director”	the service contract to be entered into between the Executive Director and the Company for a term from 16 May 2017 to 1 March 2019
“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
“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
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

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 company incorporated in the People's Republic of China with limited liability)

(Stock Code: 03355)

Non-executive Directors:

Mr. ZHU Jian
Mr. David Damian FRENCH
Ms. SHEN Qing
Mr. Steven Daryl FREZON
Mr. KANG Hui
Mr. LU Ning

Independent Non-executive Directors:

Mr. Jesse Bright Riggs PARKER JR.
Dr. CHEN Enhua
Dr. JIANG Qingtang
Mr. PU Hanhu

Registered Office:

No. 385 Hong Cao Road
Shanghai 200233, the PRC

Principal Place of Business in Hong Kong:

36/F, Tower Two
Times Square
1 Matheson Street
Causeway Bay, Hong Kong

29 March 2017

To the Shareholders

Dear Sir or Madam,

**ELECTION OF EXECUTIVE DIRECTOR,
GENERAL MANDATE TO ISSUE SHARES
AND
NOTICE OF ANNUAL GENERAL MEETING**

INTRODUCTION

The purpose of this circular is to provide you the information regarding the following proposals which will be proposed at the AGM for Shareholders' consideration and, where appropriate, approval: (i) the proposed election of an Executive Director for the fifth session of the Board, the entering into of the Service Contract for the proposed Executive Director, and the fixing of his remuneration; and (ii) the General Mandate to issue Shares.

The Notice of the AGM is set out on pages 19 and 22 of this circular.

LETTER FROM THE BOARD

ELECTION OF EXECUTIVE DIRECTOR

Reference is made to the announcement of the Company dated 8 June 2015, pursuant to which it was announced by the Company that Dr. WANG Qingyu has resigned as the President and the Executive Director of the Company with effect from 8 August 2015. According to the provisions of the Listing Rules, his resignation has been announced on the websites of the Stock Exchange and the Company with approval of the Board.

Pursuant to the 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 at least four shall be Independent Non-executive Directors.

Therefore, the Board resolved to elect an Executive Director (with a term of office from 16 May 2017 to 1 March 2019) at the AGM, to fill the vacancy caused by the resignation of Dr. WANG Qingyu, and to consider the entering into of the Service Contract for Executive Director with him and the fixing of 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 Dr. HONG Feng as an Executive Director for the fifth session of the Board with a term of office from 16 May 2017 to 1 March 2019. His biography is set out in detail in Appendix I; the proposed Service Contract for Executive Director is set out in Appendix II; and the proposed remuneration for Executive Director is set out in Appendix III.

Shareholder(s) holding in aggregate 3% or above of the total issued share capital of the Company shall have the right to nominate a candidate as the Executive Director. The eligible Shareholders who intend to make such nomination shall give a notice to the Company of their intention to nominate a person for election as an Executive Director, and the nominated candidate shall give a notice to the Company of his willingness to be elected on or before 6 May 2017.

GENERAL MANDATE TO ISSUE SHARES

To ensure flexibility and discretion to the Directors to issue new Shares when it becomes desirable, the Company proposes to grant the General Mandate to the Directors to allot, issue and otherwise deal with additional Domestic Shares and H-Shares up to the limit of 20% of each of the aggregate nominal values of the Domestic Shares and the H-Shares respectively in issue on the date of passing such resolution. As at the date of this circular, the issued share capital of the Company comprises of 390,250,016 Domestic Shares and 1,131,333,472 H-Shares. Subject to the passing of the resolution related to the granting of the General Mandate and on the basis that no further Shares are issued before the AGM, the Company will be allowed to issue a maximum of 78,050,003 Domestic Shares and 226,266,694 H-Shares. The mandate shall be effective until the earliest of: (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association or other applicable laws to be held; or (iii) the revocation or variation of the authority given under this

LETTER FROM THE BOARD

resolution by a special resolution of the Company in general meeting. Any exercise of the power by the Directors under the General Mandate shall comply with the relevant requirements of the Listing Rules, the Articles of Association and the applicable laws and regulations of the PRC. The Board has no plan to issue new Shares pursuant to the General Mandate at present.

FORMS OF PROXY

Any Shareholder who is entitled to attend and vote at a general meeting of the Company shall be entitled to appoint one (1) or more persons (whether such person is a Shareholder or not) as his proxy/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, or if the appointor is a legal entity, 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 the 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 the H-Shares) or at the Company's Board Secretariat (in respect of holders of the non-H-Shares) in person or by post not less than 24 hours before the time fixed for holding the AGM 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 AGM 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 the H-Shares or to the Company's Board Secretariat for holders of the non-H-Shares on or before 26 April 2017.

VOTING BY POLL

Pursuant to Rule 13.39 of the Listing Rules, any vote of shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted by a show of hands. The Chairman of the meeting will therefore demand a poll for every resolution put to the vote of the AGM pursuant to Article 73 of the Articles of Association.

LETTER FROM THE BOARD

RECOMMENDATION

The Board considers that (i) the proposed election of an Executive Director for the fifth session of the Board, the entering into of the Service Contract for the proposed Executive Director, and the fixing of his remuneration; (ii) granting the General Mandate to the Board; and (iii) granting approval for other ordinary business are all in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of the resolutions to be proposed at the AGM as set out in the AGM Notice.

Yours Faithfully,

By Order of the Board

Advanced Semiconductor Manufacturing Corporation Limited

Zhu Jian

Chairman

APPENDIX I BIOGRAPHY OF THE CANDIDATE FOR EXECUTIVE DIRECTOR

Biography of the Candidate for Executive Director:

Dr. HONG Feng (“Dr. HONG”), aged 56, is a candidate for Executive Director for the fifth session of the Board.

Dr. HONG has been the CEO of the Company since 6 February 2017.

Dr. HONG began his professional career at Intel Corporation, USA in April of 1994 and worked as a senior process engineer, staff engineer and engineering group leader at its Development Fab in Santa Clara, California, USA, responsible for microprocessor and flash memory process technology development, transfer and mass production. In August of 2002, Dr. HONG joined Grace Semiconductor Manufacturing Corporation in Shanghai as technology development department manager. He was promoted to Fab Director in December of 2003 responsible for Fab operation and management. From March of 2007 to November of 2008, Dr. HONG worked in Chartered Semiconductor in Singapore as Director of Advanced Customized Technology Division. From January of 2009 to March of 2010, Dr. HONG worked in NXP Semiconductors in Jilin, China as Senior Director and General Manager. From April of 2010 to October of 2011, Dr. HONG served his positions as Associate Vice President and Plant Director of the 300mm Fab in Beijing of Semiconductor Manufacturing International Corporation (“SMIC”). Dr. HONG was transferred to SMIC Shanghai in November of 2011, where he served as Associate Vice President of special account sales, special projects and business development. In April of 2013, Dr. HONG joined Wuhan Xin Xin Semiconductor Manufacturing Corporation, where he was appointed Vice President of Corporate Planning and Engineering and Special Assistant to CEO. In March of 2014, Dr. HONG was promoted to Senior Vice President of Business and Engineering Operations. In September of 2014, Dr. HONG became Executive Vice President and Chief Operating Officer and took a comprehensive responsibility for corporate daily operations, as well as legal, public relations, human resources and administration. Additionally, Dr. HONG was selected in “the Recruitment Program of Global Experts” in December of 2010 and “Beijing Overseas Talents Aggregation Project” in March of 2011, and was awarded the National Distinguished Expert and Beijing Distinguished Expert respectively. Dr. HONG was also selected as Wuhan “City Partner” in November of 2016.

Dr. HONG graduated from Fudan University with a Bachelor degree in Physics in 1983, and a Master degree in Electrical Engineering in 1986. Dr. HONG received his Ph.D degree in Material Science and Engineering from North Carolina State University, USA in 1993.

Other Relevant Information:

Subject to the Shareholders’ approval at the AGM, the proposed Executive Director will enter into the Service Contract for Executive Director with the Company, as set out in Appendix II of the Circular with the Company for a term from 16 May 2017 to 1 March 2019 and will be entitled to a remuneration as set out in Appendix III of the Circular.

APPENDIX I BIOGRAPHY OF THE CANDIDATE FOR EXECUTIVE DIRECTOR

As at the date of this circular, the proposed candidate for Executive Director (1) does not have any interests in the Shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong); (2) does not hold any directorships in any public companies the securities of which are listed on any securities market in Hong Kong and overseas in the last three years; (3) does not have any relationships with any members of the Board, senior management, substantial shareholders or controlling shareholders of the Company within the meaning of the Listing Rules; and (4) does not hold any other positions in the Company or any of its subsidiaries.

Save as disclosed above, there is no matter relating to the appointment of Dr. HONG that needs to be brought to the attention of the Stock Exchange and Shareholders nor any information that needs to be disclosed pursuant to the requirements of Rules 13.51(2)(h) to (v) of the Listing Rules.

ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED

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SERVICE CONTRACT FOR EXECUTIVE DIRECTOR

APPENDIX II SERVICE CONTRACT FOR EXECUTIVE DIRECTOR

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SERVICE CONTRACT FOR EXECUTIVE DIRECTOR

THIS CONTRACT is made on: _____

BETWEEN:

Advanced Semiconductor Manufacturing Corporation Limited (the *Company*) of 385 Hong Cao Road, Shanghai, the 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 _____ session of the Board of Directors at its shareholders' 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 fully 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. He 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 start from _____ and end on _____ (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 written 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 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 written 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).

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 the Executive Director is entitled to under his contract of employment entered into with the Company in respect of his senior management post (e.g., President or Vice President) 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 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*) submitted to The Stock Exchange of Hong Kong Limited (the *Stock Exchange*) on _____ 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); and
- (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.

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, is unable to, or fails to, 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 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 Articles of Association or any rights or obligations conferred or imposed by the Company Law or other relevant laws and administrative regulations concerning the affairs of the Company between (i) the Company and the Executive Director; and (ii) a holder of overseas listed foreign shares in the Company and the Executive Director, the parties concerned shall resolve such disputes and claims through arbitration.

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

- 7.3 Disputes over who is a shareholder and over the share register do not have to be resolved through arbitration.
- 7.4 The party seeking arbitration may elect to have the dispute or claim arbitrated either by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules or by the Hong Kong International Arbitration Centre in accordance with its securities arbitration rules. Once the party seeking arbitration submits a dispute or claim to arbitration, the other party must submit to the arbitral body selected by the party seeking the arbitration.
- 7.5 If the party seeking arbitration elects to arbitrate the dispute or claim at the Hong Kong International Arbitration Centre, then either party may apply to have such arbitration conducted in Shenzhen according to the securities arbitration rules of the Hong Kong International Arbitration Centre.
- 7.6 The laws of the People's Republic of China shall govern the arbitration of disputes or claims described in Clause 7.1 above, unless otherwise provided by law or administrative regulations.
- 7.7 The award of the arbitral body is final and shall be binding on the parties thereto.
- 7.8 This agreement to arbitrate is made by the Executive Director with the Company on its own behalf and on behalf of each shareholder.
- 7.9 Any reference to arbitration shall be deemed to authorise the arbitral tribunal to conduct hearings in open session and to publish its award.

8. NON-TRANSFERABLE

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

9. MISCELLANEOUS

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

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

10. EFFECTIVENESS OF THE CONTRACT

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

11. GOVERNING LAW

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

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

Date: _____

SIGNED BY)
in the presence of:-)

Date: _____

APPENDIX III PROPOSED REMUNERATION FOR EXECUTIVE DIRECTOR

The following remuneration has been proposed for the Executive Director for the fifth session of the Board: The Executive Director will be entitled to salaries, bonuses, other remuneration and benefits as provided in his contract of employment entered into with the Company, but will not be entitled to any administrative subsidy or any additional remuneration for his position of the Executive Director. The above remuneration is determined at a market rate.

NOTICE OF ANNUAL 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 company incorporated in the People's Republic of China with limited liability)

(Stock Code: 03355)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that an annual general meeting of Advanced Semiconductor Manufacturing Corporation Limited (the “Company”) for the year ended 31 December 2016 will be held at Advanced Semiconductor Manufacturing Corporation Limited, No. 385 Hong Cao Road, Shanghai, the People’s Republic of China (the “PRC”) at 1:00 p.m. on 16 May 2017 (the “AGM”) to consider and, if thought fit, pass the following resolutions. Unless otherwise indicated, capitalised terms used herein shall have the same meanings as those defined in the circular of the Company dated 29 March 2017 (the “Circular”).

ORDINARY RESOLUTIONS

1. To consider and approve the report of the Directors for the year ended 31 December 2016.
2. To consider and approve the report of the Supervisory Committee of the Company for the year ended 31 December 2016.
3. To consider and approve the audited financial statements of the Company and the report of the auditors for the year ended 31 December 2016.
4. To consider and approve the profit distribution proposal of the Company (i.e. no dividend being proposed) for the year ended 31 December 2016.
5. To consider and approve the appointment of Ernst & Young Hua Ming and Ernst & Young as the PRC and international auditor of the Company respectively, to hold office until the conclusion of the next annual general meeting, and to authorise the Board to fix their remunerations.
6. To consider and approve the appointment of Dr. HONG Feng as an Executive Director for the fifth session of the Board with a term of office from 16 May 2017 to 1 March 2019, the entering into of the Service Contract for Executive Director (as set out in Appendix II of the Circular) between the Company and Dr. HONG Feng, and the fixing of his proposed remuneration (as set out in Appendix III of the Circular).

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SPECIAL RESOLUTION

7. To give a general mandate to the Board to issue, allot and deal with additional Domestic Shares not exceeding 20% of the Domestic Shares in issue and additional H-Shares not exceeding 20% of the H-Shares in issue and authorise the Board to make corresponding amendments to the Articles of Association as it thinks fit so as to reflect the new capital structure upon the allotment or issuance of Shares:

“THAT

- (A) (a) subject to paragraph (c) and in accordance with the relevant requirements of the Listing Rules, the Articles of Association and the applicable laws and regulations of the PRC, the exercise by the Board during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with, either separately or concurrently, additional Domestic Shares and H-Shares and to make or grant offers, agreements, options and rights of exchange or conversion which might require the exercise of such powers be hereby generally and unconditionally approved;
- (b) the approval in paragraph (a) shall authorise the Board during the Relevant Period (as hereinafter defined) to make or grant offers, agreements, options and rights of exchange or conversion which might require the exercise of such powers after the end of the Relevant Period;
- (c) each of the aggregate nominal amounts of the Domestic Shares and the H-Shares authorized to be allotted, issued and dealt with or agreed conditionally or unconditionally to be allotted, issued and dealt with (whether pursuant to an option or otherwise) by the Board pursuant to the approval granted in paragraph (a) shall not exceed 20% of each of the aggregate nominal amounts of the Domestic Shares and the H-Shares respectively in issue at the date of passing this resolution, otherwise than pursuant to (i) a Rights Issue or (ii) any scrip dividend or similar arrangement providing for allotment of shares in lieu of the whole or part of a dividend on shares of the Company in accordance with the Articles of Association; and
- (d) for the purposes of this resolution:

“Relevant Period” means the period from the date of passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association or other applicable laws to be held; or

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- (iii) the revocation or variation of the authority given to the Board under this resolution by passing of a special resolution of the Company in a general meeting.

“Rights Issue” means an offer of shares open for a period fixed by the Directors to holders of shares on the register on a fixed record date in proportion to their then holdings of such shares (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in any territory outside Hong Kong) and an offer, allotment or issue of shares by way of rights shall be construed accordingly.

- (B) The Board be authorised to make corresponding amendments to the Articles of Association as it thinks fit so as to reflect the new capital structure upon the allotment or issuance of shares as provided in sub-paragraph (a) of paragraph (A) of this resolution.”

By Order of the Board
Advanced Semiconductor Manufacturing Corporation Limited
Zhu Jian
Chairman

Shanghai, the PRC, 29 March 2017

Notes:

(1) Closure of register of members and eligibility for attending the AGM

To determine the list of Shareholders who have the right to attend the AGM, the register of members will be closed from 16 April 2017 to 16 May 2017 (both days inclusive) during which period, no transfer of Shares will be effected. Shareholders whose names appear on the register of members of the Company on 16 May 2017 are entitled to attend the AGM.

Holders of the H-Shares who wish to attend the AGM 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 13 April 2017.

(2) Proxy

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

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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, or if the appointor is a legal entity, 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 the 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 the H-Shares) or at the Company's Board Secretariat (in respect of holders of the non-H-Shares) in person or by post not less than 24 hours before the time fixed for holding the AGM 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 No. 385 Hong Cao Road, Shanghai 200233, the PRC.

(3) **Reply slip**

If you intend to attend the AGM 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 the H-Shares or to the Company's Board Secretariat for holders of the non-H-Shares on or before 26 April 2017.

(4) **Other business**

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