
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 NON-EXECUTIVE DIRECTOR,
ELECTION OF SHAREHOLDERS REPRESENTATIVE SUPERVISOR
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

A notice convening an extraordinary general meeting of the Company to be held at 1:00 p.m. on 12 March 2018 at Advanced Semiconductor Manufacturing Corporation Limited, No. 385, Hong Cao 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 20 February 2018.

24 January 2018

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DEFINITIONS

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

“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
“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
“EGM”	the extraordinary general meeting of the Company to be held at 1:00 p.m. on 12 March 2018 at Advanced Semiconductor Manufacturing Corporation Limited, No. 385, Hong Cao Road, Shanghai, the PRC
“EGM Notice”	the notice of the EGM
“Executive Director”	the executive director of the Company
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“H-Share(s)”	the Share(s) which have been admitted for listing on the Stock Exchange
“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
“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)
“PRC”	the People’s Republic of China, but for the purposes of this circular only, excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC

DEFINITIONS

“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 12 March 2018 to 1 March 2019
“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 12 March 2018 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
“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

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)

Executive Director:

Dr. HONG Feng

Non-executive Directors:

Mr. ZHU Jian

Mr. David Damian FRENCH

Mr. KANG Hui

Mr. YUAN Yipei

Mr. LU Ning

Independent Non-executive Directors:

Dr. CHEN Enhua

Mr. JIANG Shoulei

Dr. JIANG Qingtang

Mr. PU Hanhu

Registered Office:

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

24 January 2018

To the Shareholders

Dear Sir or Madam,

**ELECTION OF NON-EXECUTIVE DIRECTOR,
ELECTION OF SHAREHOLDERS REPRESENTATIVE 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 proposed election of a Non-executive Director for the fifth session of the Board and the proposed election of a Shareholders Representative Supervisor for the fifth session of the Supervisory Committee, the entering into of the Service Contracts for the proposed Non-executive Director and Shareholders Representative Supervisor, and the fixing of their remunerations.

LETTER FROM THE BOARD

ELECTION OF NON-EXECUTIVE DIRECTOR

Ms. SHEN Qing has resigned as a Non-executive Director, members of the Audit and Risk Management Committee and the Strategic Development Committee, and the Vice Chairman for the fifth session of the Board with effect from 10 January 2018 due to business related reasons. According to the provisions of the Listing Rules, her 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. Directors shall be elected or removed at the shareholders' general meeting for a term of three years.

Therefore, the Board resolved to elect a Non-executive Director, with a term of office from 12 March 2018 to 1 March 2019 at the EGM, to fill the vacancy caused by the resignation of Ms. SHEN Qing, and to consider the entering into of the Service Contract for Non-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 Mr. XU Ding as a Non-executive Director for the fifth session of the Board with a term of office from 12 March 2018 to 1 March 2019. His biography is set out in detail in Appendix I; the proposed Service Contract for Non-executive Director is set out in Appendix II; and the proposed remuneration for Non-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 for a Non-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 a Non-executive Director, and the nominated candidate shall give a notice to the Company of his willingness to be elected on or before 2 March 2018.

ELECTION OF SHAREHOLDERS REPRESENTATIVE SUPERVISOR

Ms. CHEN Yan has resigned as a Shareholders Representative Supervisor for the fifth session of the Supervisory Committee with effect from 10 January 2018 due to business related reasons. According to the provisions of the Listing Rules, her 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 Supervisory Committee shall consist of eight Supervisors. Outside Supervisor (i.e. Supervisors who do not hold office in the Company) shall account for more than one half of the total Supervisors. Shareholders Representative Supervisors shall be elected at the shareholders' general meeting for a term of three years.

LETTER FROM THE BOARD

Therefore, the Board resolved to elect a Shareholders Representative Supervisor, with a term of office from 12 March 2018 to 1 March 2019 at the EGM, to fill the vacancy caused by the resignation of Ms. CHEN Yan, and to consider the entering into of the Service Contract for Shareholders Representative Supervisor with her and the fixing of her remuneration.

Having due regard to the need for a balance of skills and experience required for promoting the success of the Company and for monitoring the Company's affairs, the Board hereby recommends Ms. XU Yan as a Shareholders Representative Supervisor for the fifth session of the Supervisory Committee with a term of office from 12 March 2018 to 1 March 2019. Her biography is set out in detail in Appendix I; the proposed Service Contract for Shareholders Representative Supervisor is set out in Appendix II; and the proposed remuneration for Shareholders Representative Supervisor 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 for a Shareholders Representative Supervisor. 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 a Shareholders Representative Supervisor, and the nominated candidate shall give a notice to the Company of his willingness to be elected on or before 2 March 2018.

FORMS OF PROXY

Any Shareholder who is entitled to attend and vote at the EGM 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 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.

LETTER FROM THE BOARD

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 the H-Shares or to the Company's Board Secretariat for holders of the non-H-Shares on or before 20 February 2018.

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 EGM pursuant to Article 73 of the Articles of Association.

RECOMMENDATION

The Board considers that the proposed election of a Non-executive Director for the fifth session of the Board and the proposed election of a Shareholders Representative Supervisor for the fifth session of the Supervisory Committee, the entering into of the Service Contracts for the proposed Non-executive Director and the proposed Shareholders Representative Supervisor, and the fixing of their remunerations 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 EGM as set out in the EGM Notice.

Yours Faithfully,
By Order of the Board
**Advanced Semiconductor Manufacturing
Corporation Limited**
ZHU Jian
Chairman

APPENDIX I BIOGRAPHIES OF THE CANDIDATES FOR DIRECTOR AND SUPERVISOR

Biography of the Candidate for Non-executive Director:

Mr. XU Ding (“**Mr. XU**”), aged 55, is a candidate for Non-executive Director for the fifth session of the Board of the Company.

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 January 2002 to February 2003, Mr. XU served as the General Manager of Communication Business Unit of Shanghai Belling. From March 2003 to August 2009, Mr. XU was appointed as the Vice President & General Manager of Communication Business Unit of Shanghai Belling. From September 2009 to December 2014, Mr. XU was appointed as the Vice President of Shanghai Belling, responsible for marketing, sales and operation. From January 2015 to December 2016, Mr. XU has been appointed as the Vice President of Shanghai Belling, responsible for investment, mergers and acquisition. Since January 2017, Mr. XU was appointed as the Investment Director of Huada Semiconductor Co., Ltd.

In addition, from March 2011 to December 2014, Mr. XU served as a director of Shanghai Huahong Grace Semiconductor Manufacturing Corporation. From 2 March 2013 to 23 August 2015, Mr. XU served as a Non-executive Director of the Company. From 2012 to 2015, Mr. XU served as a director of Shanghai Hong Ri International Electronics Co., Ltd. From January 2014 to March 2017, Mr. XU served as the chairman of the board of Shanghai Leadchip Semiconductor Co., Ltd.

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

Biography of the Candidate for Shareholders Representative Supervisor:

Ms. XU Yan (“**Ms. XU**”), aged 40, is a candidate for Shareholders Representative Supervisor for the fifth session of the Supervisory Committee of the Company.

From July 2002 to December 2006, Ms. XU served as compensation and benefits specialist, human resources supervisor and manager of human resources department of Shanghai Huahong Integrated Circuit Co., Ltd. (“Shanghai Huahong”). From January 2007 to June 2011, Ms. XU served as manager of corporate organizational development & human resources operation and human resources manager of chip division of Shanghai Huahong. From July 2011 to December 2014, Ms. XU served as a director, responsible for human resources, administration and legal affairs of Shanghai Huahong. Since January 2015, Ms. XU served as human resources manager of Huada Semiconductor Co., Ltd.

Ms. XU graduated from Fudan University with a Bachelor degree in business management in 1999 and a Master degree in business management in 2002.

APPENDIX I BIOGRAPHIES OF THE CANDIDATES FOR DIRECTOR AND SUPERVISOR

Other Relevant Information:

Subject to the Shareholders' approval at the EGM, the proposed Non-executive Director and Shareholders Representative Supervisor will enter into the Service Contracts for Non-executive Director and Shareholders Representative Supervisor as set out in Appendix II of the Circular with the Company for a term from 12 March 2018 to 1 March 2019 and will be entitled to a remuneration as set out in Appendix III of the Circular.

As at the date of this circular, Mr. XU was interested in 900,000 H shares within the meaning of Part XV of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). Save as disclosed above, as at the date of this circular, the proposed candidates for Non-executive Director and Shareholders Representative Supervisor (1) do 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) do 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) do 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) do 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 Mr. XU and Ms. XU 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

And

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 _____ session of the Board of Directors at its shareholders' 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 _____ (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 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 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).

APPENDIX II SERVICE CONTRACTS FOR DIRECTOR AND SUPERVISOR

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 HK\$ _____ 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*) 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;
- (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 Articles of Association, 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 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.

APPENDIX II SERVICE CONTRACTS FOR DIRECTOR AND SUPERVISOR

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 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 Non-executive Director's Term begins. Both the English and Chinese versions shall be equally authentic and valid.

APPENDIX II SERVICE CONTRACTS FOR DIRECTOR AND SUPERVISOR

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: _____

ADVANCED SEMICONDUCTOR MANUFACTURING CORPORATION LIMITED

And

**SERVICE CONTRACT FOR
SHAREHOLDERS REPRESENTATIVE SUPERVISOR**

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APPENDIX II SERVICE CONTRACTS FOR DIRECTOR AND SUPERVISOR

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 _____ session of the Supervisory Committee at its shareholders' 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 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 _____ (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 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 of meetings of the supervisors and meetings of the directors of the Company, including any travelling, transportation and accommodation expenses. In addition, the Company shall pay, monthly in 12 equal instalments, the Supervisor an amount of HK\$ 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 _____ 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 a 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 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.

APPENDIX II SERVICE CONTRACTS FOR DIRECTOR AND SUPERVISOR

9. EFFECTIVENESS OF THE CONTRACT

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

10. GOVERNING LAW

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

SIGNED BY)
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 DIRECTOR AND SUPERVISOR

The following remunerations have been proposed for the members of the fifth session of the Board and the Supervisory Committee: (a) remuneration for each of the Non-executive Directors and Independent Non-executive Directors will consist of administrative subsidy only, at an amount of HK\$250,000 per annum; whereby (i) the Chairman of the Board will be entitled to an additional administrative subsidy, at an amount of HK\$100,000 per annum; (ii) the Chairman of the Audit and Risk Management Committee will be entitled to an additional administrative subsidy, at an amount of HK\$50,000 per annum; (iii) each of the Chairman of the Nomination Committee, the Remuneration Committee and the Strategic Development Committee will be entitled to an additional administrative subsidy, at an amount of HK\$25,000 per annum; (iv) each of the member of the Audit and Risk Management Committee will be entitled to an additional administrative subsidy, at an amount of HK\$30,000 per annum; and (v) each of the member of the Nomination Committee, the Remuneration Committee and the Strategic Development Committee will be entitled to an additional administrative subsidy, at an amount of HK\$15,000 per annum; and (b) remuneration for each of the Shareholders Representative Supervisors will consist of administrative subsidy only, at an amount of HK\$200,000 per annum. The above remuneration is determined at a market rate.

NOTICE OF EXTRAORDINARY GENERAL MEETING



asmc

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 EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of Advanced Semiconductor Manufacturing Corporation Limited (the “Company”) 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 12 March 2018 (the “EGM”) 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 24 January 2018 (the “Circular”).

ORDINARY RESOLUTIONS

1. To consider and approve the appointment of Mr. XU Ding as a Non-executive Director for the fifth session of the Board with a term of office from 12 March 2018 to 1 March 2019, the entering into of the Service Contract for Non-executive Director (as set out in Appendix II of the Circular) between the Company and Mr. XU Ding, and the fixing of his proposed remuneration (as set out in Appendix III of the Circular).
2. To consider and approve the appointment of Ms. XU Yan as a Shareholders Representative Supervisor for the fifth session of the Supervisory Committee with a term of office from 12 March 2018 to 1 March 2019, the entering into of the Service Contract for Shareholders Representative Supervisor (as set out in Appendix II of the Circular) between the Company and Ms. XU Yan, and the fixing of her proposed remuneration (as set out in Appendix III of the Circular).

By Order of the Board

Advanced Semiconductor Manufacturing Corporation Limited

ZHU Jian

Chairman

Shanghai, the PRC, 24 January 2018

NOTICE OF EXTRAORDINARY GENERAL MEETING

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 10 February 2018 to 12 March 2018 (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 12 March 2018 are entitled to attend the EGM.

Holders of the 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 9 February 2018.

(2) Proxy

Any Shareholder who is entitled to attend and vote at the EGM 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 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 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 the H-Shares or to the Company's Board Secretariat for holders of the non-H-Shares on or before 20 February 2018.

(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.