

SILICONWARE PRECISION INDUSTRIES CO., LTD.

(Incorporated as a company limited by shares in Taiwan, the Republic of China)

ANNOUNCEMENT

EXECUTION OF SUPPLEMENTAL INDENTURE IN RELATION TO US\$400,000,000 ZERO COUPON CONVERTIBLE BONDS DUE 2019 OF SILICONWARE PRECISION INDUSTRIES CO., LTD.

Silicone Precision Industries Co., Ltd. (the “**Company**”) is pleased to announce that the Company and Advanced Semiconductor Engineering, Inc. (“**ASE**”) entered into a joint share exchange agreement on June 30, 2016, as supplemented by the supplemental agreement dated December 14, 2017, pursuant to which ASE Industrial Holding Co., Ltd. (“**HoldCo**”) has purchased all of the Company’s total issued common shares with cash, as a result of which the Company has become a wholly owned subsidiary of HoldCo on April 30, 2018.

In connection therewith, the Company, ASE, Holdco and Citicorp International Limited (the “**Trustee**”) have entered into a supplemental indenture dated April 30, 2018 (the “**Supplemental Indenture**”) to the indenture dated as of October 31, 2014, between the Company and the Trustee (the “**Base Indenture**” and the Base Indenture so revised, amended and supplemented by the Supplemental Indenture, the “**Indenture**”) relating the Company’s US\$400,000,000 Zero Coupon Convertible Bonds due 2019 (ISIN: XS1116833796) (the “**Bonds**”).

In accordance with the terms of the Indenture, the Supplemental Indenture provides that (i) ASE and Holdco have agreed to become co-obligors of the Company’s obligations under the Indenture and (ii) the Company, ASE and Holdco have agreed to pay cash proceeds to the Bondholders who exercise their conversion rights.

Specifically, the Indenture provides that Bondholders have been granted a right to convert their Bonds to receive cash proceeds in the manner described below. The below summary is qualified in its entirety by reference to the terms of the Supplemental Indenture.

(A) Cash consideration conversion right

(i) *Cash consideration conversion period*

At any time during the Conversion Period on and subject to the terms set forth herein (the “Cash Consideration Conversion Right”) and the terms of the Agency Agreement, each Bondholder has the right hereunder to convert any of its Bonds into Net Cash Proceeds; provided, however, that the Cash Consideration Conversion Right during any Closed Period shall be suspended and the Conversion Period shall not include any such Closed Period.

(ii) *Amount of cash consideration payable on conversion*

The amount of cash proceeds to be paid upon conversion of any Bond (the “Net Cash Proceeds”) will be determined by the Co-Obligors in accordance with the following formula:

$$\text{NCP} = [\text{P} / \text{CCCP}] \times [\text{A} \times [100\% - \text{T}]] \text{ (translated into US Dollars at the Cash Conversion Prevailing Rate) where:}$$

NCP = Net Cash Proceeds.

P = the principal amount of the Bonds to be converted.

CCCP = the Cash Consideration Conversion Price.

A = NT\$51.20.

T = the rate of transaction tax payable under the ROC Securities Transaction Tax Act on the Conversion Date (being 0.3% as of the date hereof).

On conversion, the right of the converting Bondholder to repayment of the principal amount of the Bond to be converted shall be extinguished and released, and in consideration and in exchange therefor the Co-Obligors shall pay the Net Cash Proceeds to such Bondholder. If more than one Bond shall be deposited for conversion at any one time by the same holder of the Bonds, the amount of Net Cash Proceeds shall be calculated on the basis of the aggregate principal amount of the Bonds so deposited. On conversion, the right of the converting Bondholder to repayment of the principal and other amounts of the Bond to be converted shall be extinguished and released.

“Cash Conversion Prevailing Rate” means the fixing rate at 11:00 a.m. (Taipei time) on the date of receipt of the relevant Conversion Notice by the Conversion Agent, expressed as the number of NT Dollars per one US Dollar, as quoted by Taipei Forex Inc.

(iii) Cash consideration conversion price

The price used by the Co-Obligors in determining the Net Cash Proceeds (the “Cash Consideration Conversion Price”) will be NT\$44.1443 per Common Share. Notwithstanding anything herein to the contrary, the Cash Consideration Conversion Price shall not be subject to adjustment.

(iv) Revival on default

Notwithstanding the provisions set forth in (A)(i) herein, if the Company defaults in making payment in full in respect of any Bond that has been called for redemption prior to October 31, 2019 on the date fixed for redemption thereof, the Cash Consideration Conversion Right attaching to such Bond will continue to be exercisable up to, and including, the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on the date upon which the full amount of the monies payable in respect of such Bond has been duly received by the Trustee or the Principal Paying Agent (as the case may be) and notice of such receipt has been duly given to the Bondholders.

(B) Cash consideration conversion procedure

(i) Cash consideration conversion notice

In order to exercise the Cash Consideration Conversion Right attaching to any Bond, a Bondholder must complete, execute and deposit at his own expense between 9:00 a.m. and 3:00 p.m. (local time at the specified office of the Conversion Agent referred to below) on any business day during the Conversion Period at the specified office of any Conversion Agent outside the ROC at which the Bond is presented for conversion a Conversion Notice in duplicate, duly completed and signed, in the then current form obtainable from the specified office of any Conversion Agent together with the relevant Bond and any certificates and other documents as may be required under the law of the ROC or the jurisdiction in which such Conversion Agent shall be located. Any Conversion Notice received by the Conversion Agent after 3:00 pm (local time at the specified office of the Conversion Agent) shall be deemed to have been delivered on the following business day.

A Conversion Notice once deposited may not be withdrawn without the consent in writing of the Company. Bondholders who deposit a Conversion Notice during a Closed Period will not be permitted to convert their Bonds until the business day following the last day of that Closed Period which (if all other conditions to conversion have been fulfilled) will be deemed as the Conversion Date for such Bonds. Bondholders electing to receive Net Cash Proceeds will not be paid the Net Cash Proceeds and shall retain the rights of a Bondholder with respect to the Bonds until the Conversion Date.

No Net Cash Proceeds will be paid to a converting Bondholder unless such Bondholder satisfies the foregoing conditions. If such Bondholder is unable or otherwise fails to satisfy the foregoing conditions, such Bondholder may transfer its Bond or beneficial interest therein subject to compliance with the transfer restrictions set forth in the Agency Agreement.

(ii) Taxes and expenses; deposit date and conversion date

As conditions precedent to conversion, a Bondholder must pay directly to the relevant tax authorities all stamp, issue, registration and similar taxes and duties (if any) arising on conversion in the jurisdiction in which the Bond is deposited for conversion, or payable in any jurisdiction consequent upon the payment of Net Cash Proceeds. Except as aforesaid, the Company will pay the expenses arising in the ROC on the payment of Net Cash Proceeds on conversion of Bonds and all charges of the Conversion Agents in connection therewith as provided in the Agency Agreement.

(iii) Payment of Net Cash Proceeds

By not later than seven (7) business days following the Conversion Date, the Co-Obligors shall pay the Net Cash Proceeds to such Bondholder exercising its Cash Consideration Conversion Right by wire transfer of immediately available funds to the U.S. dollar account specified in the relevant Conversion Notice.

Please note, in accordance with the terms under the Base Indenture, the Company may redeem the Bonds, in whole but not in part, on not less than 30 nor more than 60 days' notice, if more than 90% in principal amount of the Bonds originally outstanding has been redeemed, repurchased and cancelled or converted, at the Early Redemption Amount, provided that the applicable Redemption Date does not fall within a Closed Period.

Please also note, in accordance with relevant laws of the Republic of China, foreign Bondholders who wish to convert their Bonds into the Common Shares after the Effective Time will be required to seek approval from the Investment Commission of the Ministry of Economic Affairs of the Republic of China (the “**IC**”) and upon receiving approval, the Company will apply to the Ministry of Economic Affairs of the Republic of China for the issuance of new Common Shares. The Company will issue the Common Shares to the converting foreign Bondholders after such approval is received. As the IC will review each application on a case-by-case basis, we cannot assure whether the IC will grant such approval.

Unless otherwise defined in this Notice, terms defined in the Base Indenture are used herein as therein defined.

This announcement is not an offer to purchase, a solicitation of an offer to purchase, an offer to sell or a solicitation of an offer to sell, securities in the United States or elsewhere.