

## **PROOF OF CLAIM AND RELEASE FORM**

### **A. GENERAL INSTRUCTIONS & INFORMATION**

1. You are urged to read carefully the accompanying Notice of Pendency and Proposed Settlement of Class Action and Final Approval Hearing (the "Notice"). All capitalized terms used herein shall have the same meaning as defined in the Notice and/or the Stipulation entered into on August 14, 2015.
2. To file a claim and recover under the Settlement of this Action, you must submit this Proof of Claim Form and Release (the "Proof of Claim"). However, such filing is not a guarantee that you will share in the proceeds of the Settlement in the Action.
3. **You must mail your completed and signed Proof of Claim postmarked on or before April 5, 2016, addressed to the Claims Administrator at:**

*Bruce v. Suntech Power Holdings Co., Ltd.*  
c/o KCC Class Action Services  
P.O. Box 40007  
College Station, TX 77842-4007

4. If you are a Class Member and you do not timely request exclusion, you will be bound by the terms of any judgment entered in the Action, regardless of whether you submit a valid and timely Proof of Claim.
5. If you are **not** a Class Member, **do not** submit a Proof of Claim.
6. **If you need assistance filling out this Proof of Claim, please contact the Claims Administrator.**

### **B. INSTRUCTIONS FOR FILLING OUT THE PROOF OF CLAIM FORM**

**Important additional information regarding the Settlement and this Proof of Claim is contained in the accompanying Notice. Please refer to the Plan of Allocation set forth in the accompanying Notice for a detailed explanation of how a Claimant's Recognized Loss will be calculated.**

1. In order to be eligible to participate in the distribution of the Net Settlement Fund, a claimant ("Claimant") must have purchased or otherwise acquired Suntech American Depositary Shares ("Common Stock") or Suntech 3.00% Convertible Senior Notes ("Notes") during the period between August 18, 2010 and July 30, 2012, inclusive (the "Class Period"), and must have been damaged thereby as alleged in the Operative Complaint or the Amended Complaint.
2. All other Suntech securities, including Ordinary Shares traded outside the United States and any other unregistered debt securities that Suntech has issued pursuant to Securities and Exchange Commission Rule 144A, are not part of the Settlement and are not eligible for recovery herein.
3. The submission of a Proof of Claim does not ensure that your claim will be upheld or that you will share in any recovery. All claims are subject to verification and investigation. You may be requested to provide further information.
4. All claims must be made by persons or entities who were beneficial owners (as opposed to record holders or nominees) of Suntech Common Stock or Notes. (Brokerage firms, banks and other nominees are requested to transmit copies of the Notice and Proof of Claim to their present or former customers who were such beneficial owners. *See* Notice, Section IX). If Suntech Common Stock or Notes were owned jointly, all joint owners must complete and sign the Proof of Claim.

5. Executors, administrators, guardians, conservators and trustees may complete and sign the Proof of Claim on behalf of persons or entities represented by them, but they must identify such persons or entities and provide proof of their authority (e.g., powers of attorney or currently effective letters testamentary or letters of administration) to do so.
6. A separate Proof of Claim should be submitted for each separate person or legal entity (e.g., a Proof of Claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity that includes all transactions made by that entity no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions on one Proof of Claim, no matter how many accounts were associated with the transactions).
7. The date of purchase and/or sale of Suntech Common Stock or Notes is the "trade" date, and not the "settlement" date.
8. If a Class Member has more than one purchase/acquisition or sale of Suntech Common Stock or Notes during the Class Period, all purchases/acquisitions and sales of the like security shall be matched on a First In, First Out ("FIFO") basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.
9. The exercise or assignment of option contracts or the conversion of preferred stock or convertible notes into Common Stock will be considered to be purchases or sales of Common Stock as of the date of the exercise or conversion at the strike price or conversion price.
10. The date of covering a "short sale" is deemed to be the date of purchase of Suntech Common Stock; and the date of a "short sale" is deemed to be the date of sale of Suntech Common Stock. Shares originally sold short will have a Recognized Loss of zero.
11. No cash payment will be made on a claim where the potential distribution is less than \$10.00.
12. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Suntech Securities set forth in Sections D and E of this form. Documentation may consist of **copies** of brokerage confirmations or monthly statements. The Claims Administrator does not independently have information about your investments in Suntech Securities. If such documents are not in your possession, please obtain copies or equivalent contemporaneous documents from your broker. Additional information regarding acceptable supporting documentation can be found on the Settlement website: [www.SuntechSettlement.com](http://www.SuntechSettlement.com). Failure to provide this documentation could delay verification of your claim or could result in rejection of your claim. Please do not submit original documents.
13. If you have any questions or need additional Proofs of Claim, contact the Claims Administrator via the information set forth in Section A. You may make photocopies of this form.

**PROOF OF CLAIM**

**Must be received by the Claims Administrator postmarked no later than April 5, 2016.**

**C. CLAIMANT IDENTIFICATION**

\_\_\_\_\_  
Claimant Name *(as you would like the name(s) to appear on the check, if eligible for payment)*

\_\_\_\_\_  
Claimant Name *(cont'd)*

\_\_\_\_\_  
Representative Name *(if applicable)*

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address *(cont'd)*

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Foreign Province

\_\_\_\_\_  
Foreign Country

\_\_\_\_\_  
Last 4 digits of Claimant SSN or TIN

\_\_\_\_\_  
(Day) Area Code Telephone Number

\_\_\_\_\_  
(Evening) Area Code Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
E-Mail Address

**D. SCHEDULE OF TRANSACTIONS IN SUNTECH COMMON STOCK**

1. **BEGINNING HOLDINGS:** State the total number of shares of Suntech Common Stock **owned** at the close of trading on **August 17, 2010**, long or short (*if none, enter "0"; if short, enter a negative value; if other than zero, must be documented*):

2. **CLASS PERIOD PURCHASES/ACQUISITIONS:** Separately list each and every **purchase/acquisition** of Suntech Common Stock during the period **August 18, 2010** through **July 30, 2012** (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Purchased/Acquired	Price Per Share (excluding commissions, taxes and other fees)	Total Amount of Purchase/Acquisition (excluding commissions, taxes and other fees)	Check this Box if the transaction is the result of the exercising or assignment of an Option Contract (see Section B.)
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

3. **POST-CLASS PERIOD PURCHASES/ACQUISITIONS:** State the total number of shares of Suntech Common Stock **purchased/acquired** during the period **July 31, 2012** through **October 26, 2012**:<sup>1</sup>

4. **SALES:** Separately list each and every **sale** of Suntech Common Stock during the period **August 18, 2010** through **October 26, 2012** (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Purchased/Acquired	Price Per Share (excluding commissions, taxes and other fees)	Total Amount of Purchase/Acquisition (excluding commissions, taxes and other fees)	Check this Box if the transaction is the result of the exercising or assignment of an Option Contract (see Section B.)
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

5. **ENDING HOLDINGS:** State the total number of shares of Suntech Common Stock **owned** at the close of trading on **October 26, 2012**, long or short (*if none, enter "0"; if short, enter a negative value; if other than zero, must be documented*):

<sup>1</sup> While any shares of Suntech Common Stock that are purchased/acquired during the period July 31, 2012 through October 26, 2012 are not eligible for compensation according to the Plan of Allocation, information about the total amount of shares purchased/acquired during this period is necessary for the Claims Administrator to validate the claim. Therefore, it is imperative that this information is accurately reported.

**E. SCHEDULE OF TRANSACTIONS IN SUNTECH 3.00% CONVERTIBLE NOTES**

6. **BEGINNING HOLDINGS:** State the total face value of Suntech 3.00% Convertible Senior Notes **owned** at the close of trading on **August 17, 2010** (if none, enter "0"; if short, enter a negative value; if other than zero, must be documented):

7. **CLASS PERIOD PURCHASES/ACQUISITIONS:** Separately list each and every **purchase/acquisition** of Suntech 3.00% Convertible Senior Notes during the period **August 18, 2010** through **July 30, 2012** (must be documented):

<b>Trade Date (list chronologically) Month/Day/Year</b>	<b>Face Value Purchased/ Acquired</b>	<b>Price Per Note (excluding commissions, taxes and other fees)</b>	<b>Total Amount of Purchase/Acquisition (excluding commissions, taxes and other fees)</b>

8. **POST CLASS PERIOD PURCHASES/ACQUISITIONS:** State the total face value of Suntech 3.00% Convertible Senior Notes **purchased/acquired** during the period **July 31, 2012** through **October 26, 2012**:<sup>2</sup>

9. **SALES:** Separately list each and every **sale** of Suntech 3.00% Convertible Senior Notes during the period **August 18, 2010** through **October 26, 2012** (must be documented):

<b>Trade Date (list chronologically) Month/Day/Year</b>	<b>Face Value Sold</b>	<b>Price Per Note (excluding commissions, taxes and other fees)</b>	<b>Total Amount of Sale (excluding commissions, taxes and other fees)</b>

10. **ENDING HOLDINGS:** State the total face value of Suntech 3.00% Convertible Senior Notes **owned** at the close of trading on **October 26, 2012** (if none, enter "0"; if short, enter a negative value; if other than zero, must be documented):

**If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and last four digits of your Social Security or Taxpayer Identification number at the top of each additional sheet.**

<sup>2</sup> While any Suntech 3.00% convertible notes that are purchased/acquired during the period July 31, 2012 through October 26, 2012 are not eligible for compensation according to the Plan of Allocation, information about the total face value of notes purchased/acquired during this period is necessary for the Claims Administrator to validate the claim. Therefore, it is imperative that this information is accurately reported.

**YOU MUST ALSO READ THE RELEASE AND SIGN THE CERTIFICATION BELOW**

**F. SUBMISSION TO JURISDICTION OF THE COURT**

By submitting this Proof of Claim Form and Release, I/we and every Class Member I/we represent, submit to the jurisdiction of the United States District Court for the Northern District of California for purposes of this Action and the Settlement of the Action, as reflected in the Stipulation of Settlement (the "Settlement"). I/We further agree to be bound by the orders of the Court, agree that this Proof of Claim Form, my/our status or the status of the Class Member(s) I/we represent as a Claimant and the allowable amount of this claim will be subject to review and further inquiry, and that I/we will furnish such additional documentation with respect to this Proof of Claim as may be required.

**G. RELEASE**

By signing this Proof of Claim Form and Release, and in consideration of the payment of the Settlement Amount, as of the Effective Date thereof, the undersigned Claimant, on behalf of Claimant and Claimant's current and future heirs, executors, trustees, personal or legal representatives, estates, administrators, attorneys, insurers, agents, predecessors, successors and assigns, and any person Claimant represents, hereby fully, finally and forever releases, relinquishes and discharges (i) Defendant, (ii) Suntech Power Holdings Co., Ltd. ("Suntech"), (iii) any entity in which Defendant or Suntech has a controlling interest or which is related to or affiliated with Defendant or Suntech, (iv) any individual named as a defendant in any of the complaints filed in the Action, and (v) the respective families, associates and affiliates of any of the parties or entities named in (i), (ii), (iii) or (iv) of this paragraph, and (vi) each and all of the respective past or present officers, directors, agents, employees, attorneys, advisors, auditors, accountants, insurers, co-insurers and reinsurers, current and future heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, personal or legal representatives, estates, administrators, predecessors, successors and assigns of any of the Persons named in (i), (ii), (iii), (iv) or (v) of this paragraph (the "Released Persons"), whether or not any such Released Persons were named, served with process, or appeared in the Action, for all claims (including "Unknown Claims" as defined below), rights, demands, suits, matters, issues, liabilities, or causes of action, in law or in equity, accrued or unaccrued, fixed or contingent, direct, individual or representative, of every nature and description whatsoever, under federal, state, local, foreign, statutory or common law or any other law, rule, or regulation, whether known or unknown, that were or could have been asserted heretofore or in the future against the Released Persons by Lead Plaintiffs or any member of the Class in any court of competent jurisdiction or any other adjudicatory tribunal, in connection with, arising out of, related to, based upon, in whole or in part, directly or indirectly, in any way, the purchase, acquisition or sale of any Suntech Securities, or the events, facts, transactions, allegations, matters, occurrences, representations or omissions involved, set forth, referred to or alleged in the Amended Complaint or the Operative Complaint or any other complaint filed in the Action, including, without limitation, all claims based on any alleged misrepresentation or omission concerning any Suntech Securities. Nothing herein shall be construed to release any claim by a creditor of Suntech to be reimbursed in any bankruptcy proceeding for any debt the creditor is owed by Suntech, provided that any such claim is unrelated to the claims set forth in the Amended Complaint or Operative Complaint.

"Unknown Claims" shall collectively mean all claims, demands, rights, liabilities, and causes of action of every nature and description that Lead Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its decision(s) with respect to the Settlement, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Parties have stipulated and agreed that, upon the Effective Date, Lead Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights and benefits of California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or international or foreign law, which is similar, comparable or equivalent to California Civil Code § 1542. Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly, fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, deliberately reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

**H. REPRESENTATIONS**

I/We acknowledge that I/we have read the Notice, and that pursuant thereto I/we file this claim to participate in the Settlement.

I/We hereby warrant and represent that neither I/we, nor any person I/we represent, is the Defendant (as defined in the Notice) with respect to any of the claims asserted in the Action, or a director or officer of Suntech during the Class Period, or a member of his/her immediate family or legal representative, heir, successor or assign, or any trust, company, entity or affiliate controlled or owned by any of the foregoing persons and entities, or in which Defendant or Suntech has or had a controlling interest, or a person or entity who has requested exclusion from the Class.

I/We hereby warrant and represent that I am/we are authorized to execute and deliver this Proof of Claim Form and Release.

**I. CERTIFICATION**

I/We certify that I am/we are not subject to backup withholding. **(If you have been notified by the IRS that you are subject to backup withholding, strike out the previous sentence.)**

I/We declare and affirm under penalties of perjury that the foregoing information and the documents attached hereto, including the Social Security or Taxpayer Identification Number shown on this Proof of Claim, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Proof of Claim was executed this:

\_\_\_\_\_ day of \_\_\_\_\_, 2015 in \_\_\_\_\_  
(City)(State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Signature of person signing on behalf of Claimant

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Capacity of person signing on behalf of Claimant, if other than an individual, (e.g., Executor, President, Custodian, etc)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

**Reminder Checklist:**

1. Remember to sign the above Release and Certification.
2. Remember to attach only **copies** of acceptable supporting documentation. Additional information regarding acceptable supporting documentation can be found on the Settlement website: **www.SuntechSettlement.com**. Failure to provide this documentation could delay verification of your claim or could result in rejection of your claim. Please do not submit original documents.
3. Do not send originals of securities certificates.
4. Keep copies of the completed claim form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail within 60 days. If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator at: 866-431-3858.
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at:

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or by visiting: [www.SuntechSettlement.com](http://www.SuntechSettlement.com)