

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

eTelecare Global Solutions, Inc.

(Name of Issuer)

Common Shares, Ph2.00 par value

(Title of Class of Securities)

29759R102

(CUSIP Number)

American International Group, Inc.
Kathleen E. Shannon
70 Pine Street, New York, New York 10270
Tel. No.: (212) 770-7000

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

September 19, 2008

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page. The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 29759R102

1	NAMES OF REPORTING PERSONS. American International Group, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,457,832
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,457,832
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,457,832 Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) Not applicable <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.4%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC, CO	

1	NAMES OF REPORTING PERSONS. Philippine American Life and General Insurance Company	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Republic of the Philippines	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,457,832
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,457,832
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,457,832 Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) Not applicable <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.4%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IC, CO	

CUSIP No. 29759R102

1	NAMES OF REPORTING PERSONS. AIG Life Holdings (International) LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,457,832
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,457,832
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,457,832 Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) Not applicable <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.4%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC	

CUSIP No. 29759R102

1	NAMES OF REPORTING PERSONS. American International Reinsurance Company, Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,457,832
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,457,832
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,457,832 Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) Not applicable <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.4%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC	

1	NAMES OF REPORTING PERSONS. American International Assurance Company (Bermuda) Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,457,832
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,457,832
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,457,832 Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) Not applicable <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.4%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO (limited liability company)	

1	NAMES OF REPORTING PERSONS. AIG Global Investment Corp. (Asia) Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,457,832
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,457,832
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,457,832 Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) Not applicable <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.4%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO (limited liability company)	

CUSIP No. 29759R102

1	NAMES OF REPORTING PERSONS. AIG Asian Opportunity G.P., L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,457,832
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,457,832
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,457,832 Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) Not applicable <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.4%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO (limited liability company)	

CUSIP No. 29759R102

1	NAMES OF REPORTING PERSONS. AIG Asian Opportunity Fund LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,457,832
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,457,832
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,457,832 Shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) Not applicable <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.4%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

Item 1. Security and Issuer

The class of equity securities to which this statement relates are the Common Shares of eTelecare Global Solutions, Inc., a corporation duly organized and existing under the laws of the Republic of the Philippines (the "Issuer"), with a par value of PhP2.00 per share (the "Shares"). The principal executive offices of the Issuer are located at 31st Floor, Cyberzone Building, Eastwood City, Cyberpark Bagumbayan, Quezon City, Philippines. The Shares were registered with the Securities and Exchange Commission (the "Commission") on March 27, 2007.

Item 2. Identity and Background

The names of the persons filing this statement are American International Group, Inc., Philippine American Life and General Insurance Company, AIG Life Holdings (International) LLC, American International Reinsurance Company, Ltd., American International Assurance Company (Bermuda) Limited, AIG Global Investment Corp. (Asia) Ltd., AIG Asian Opportunity Fund LP and AIG Asian Opportunity G.P., L.L.C. (collectively, the "Reporting Persons"). A copy of the Agreement of Joint Filing among the Reporting Persons, dated September 29, 2008, is attached hereto as Exhibit 2.01.

American International Group, Inc. owns substantially all of the voting securities of Philippine American Life and General Insurance Company, a corporation organized under the laws of the Republic of the Philippines, and wholly owns AIG Life Holdings (International) LLC, a limited liability company organized under the laws of the State of Delaware. AIG Life Holdings (International) LLC wholly owns American International Reinsurance Company, Ltd., a limited liability company organized under the laws of Bermuda, which, in turn, wholly owns American International Assurance Company (Bermuda) Limited, a limited liability company organized under the laws of Bermuda, which, in turn, owns AIG Global Investment Corp. (Asia) Ltd., a limited liability company organized under the laws of Bermuda. AIG Global Investment Corp. (Asia) Ltd. owns substantially all of the voting securities of AIG Asian Opportunity G.P., L.L.C., a limited liability company organized under the laws of the Cayman Islands. AIG Asian Opportunity G.P., L.L.C. is general partner of AIG Asian Opportunity Fund LP, a limited partnership organized under the laws of the Cayman Islands.

The principal office of American International Group, Inc. and AIG Life Holdings (International) L.L.C. is 70 Pine Street, New York, New York 10270. The principal office of Philippine American Life and General Insurance Company is 23rd Floor, Philamlife Tower, 8767 Paseo de Roxas, Makati City, Philippines 1226. The principal office of American International Reinsurance Company, Ltd. is American International Building, 29 Richmond Road, Hamilton, HM 08, Bermuda. The principal office of American International Assurance Company (Bermuda) Limited and AIG Global Investment Corp. (Asia) Ltd. is AIG Tower, No. 1 Connaught Road, Central, Hong Kong. The principal office of AIG Asian Opportunity G.P., L.L.C. and AOF is c/o Maples and Calder, P.O. Box 309, Ugland House, South Church Street, Grand Cayman, Cayman Islands.

The principal business of American International Group, Inc. is general insurance, life insurance and retirement services, financial services and asset management. The principal business of Philippine American Life and General Insurance Company is the provision of insurance products and services in the Philippines. The principal business of AIG Life Holdings (International) LLC is serving as the holding company for certain foreign subsidiaries of American International Group, Inc. The principal business of American International Reinsurance Company, Ltd. is as an internal reinsurance company for American International Group, Inc.'s foreign operations. The principal business of American International Assurance Company (Bermuda) Limited is the provision of insurance products and services in Hong Kong and Macau. The principal business of AIG Global Investment Corp. (Asia) Ltd. is investing in securities of public and private companies in Asia. The principal business of AIG Asian Opportunity G.P., L.L.C. is acting as general partner of AIG Asian Opportunity Fund LP. The principal business of AIG Asian Opportunity Fund LP is investing in securities of public and private companies in Asia.

The name, address, position, present principal occupation and citizenship of each director and executive officer of the Reporting Persons are set forth in the attached Schedule A.

Philippine American Life and General Insurance Company ("PAL") and AIG Asian Opportunity Fund LP ("AOF") have entered into Support Agreements, as defined and described in Item 4 below, with EGS Acquisition Co LLC ("BidCo"). As a result of the matters described in Item 4 below, the Reporting Persons may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with the BidCo. As a result, the Reporting Persons may be deemed to beneficially own any Shares that may be beneficially owned by the BidCo. The Reporting Persons hereby disclaim beneficial ownership of any Shares that may be beneficially owned by BidCo.

American International Group, Inc. and certain of its affiliates have previously filed a Schedule 13G with the Commission on February 13, 2008.

The information set forth in the Exhibits to this Schedule 13D is hereby expressly incorporated herein by reference, and the responses to each item of this Schedule 13D are qualified in their entirety by the provisions of such Exhibits.

Except as described below, during the last five years, none of the Reporting Persons, and to the best of their knowledge, any of the persons listed on Schedule A attached hereto, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Regulatory Settlements

In February 2006, American International Group, Inc. ("AIG") reached a final settlement with the Commission, the United States Department of Justice ("DOJ"), the Office of the New York Attorney General ("NYAG") and the New York State Department of Insurance ("DOI"). The settlements resolved outstanding litigation filed by the SEC, NYAG and DOI against AIG and concluded negotiations with these authorities and the DOJ in connection with the accounting, financial reporting and insurance brokerage practices of AIG and its subsidiaries, as well as claims relating to the underpayment of certain workers compensation premium taxes and other assessments. As a result of these settlements, AIG made payments or placed amounts in escrow in 2006 totaling approximately \$1.64 billion, \$225 million of which represented fines and penalties. The following is additional information regarding the settlements.

AIG, without admitting or denying the allegations in the SEC complaint, consented to the issuance of a final judgment on February 9, 2006: (a) permanently restraining and enjoining AIG from violating Section 17(a) of the Securities Act of 1933, as amended ("Securities Act"), and Sections 10(b), 13(a), 13(b)(2) and 13(b)(5) and Rules 10b-5, 12b-20, 13a-1, 13a-13 and 13b2-1 of the Exchange Act; (b) ordering AIG to pay disgorgement; and (c) ordering AIG to pay a civil penalty.

In February 2006, AIG and the DOJ entered into a letter agreement. In the letter agreement, the DOJ notified AIG that in its view, AIG, acting through some of its employees, violated federal criminal law in connection with misstatements in periodic financial reports that AIG filed with the SEC between 2000 and 2004 relating to certain transactions. The settlement with the DOJ consists of, among other things, AIG's cooperating with the DOJ in the DOJ's ongoing criminal investigation, accepting responsibility for certain of its actions and those of its employees relating to these transactions and paying money into a fund. Also effective February 9, 2006, AIG entered into agreements with the NYAG and the DOI, settling claims under New York's Martin Act and insurance laws, among other provisions, which were originally brought by the NYAG and the DOI in a civil complaint filed on May 26, 2005.

As part of these settlements, AIG has agreed to retain for a period of three years an independent consultant who will conduct a review that will include the adequacy of AIG's internal controls over financial reporting and the remediation plan that AIG has implemented as a result of its own internal review.

PNC Settlement

In November 2004, AIG and AIG Financial Products Corp. ("AIGFP"), a subsidiary of AIG, reached a final settlement with the SEC, the Fraud Section of the DOJ and the United States Attorney for the Southern District of Indiana with respect to issues arising from certain structured transactions entered into with Brightpoint, Inc. and The PNC Financial Services Group, Inc. ("PNC"), the marketing of transactions similar to the PNC transactions and related matters.

As part of the settlement, the SEC filed against AIG a civil complaint, based on the conduct of AIG primarily through AIGFP, alleging violations of certain antifraud provisions of the federal securities laws and for aiding and abetting violations of reporting and record keeping provisions of those laws. AIG, without admitting or denying the allegations in the SEC complaint, consented to the issuance of a final judgment permanently enjoining it and its employees and related persons from violating certain provisions of the Exchange Act, Exchange Act rules and the Securities Act, ordering disgorgement of fees it received from the PNC transactions and providing for AIG to establish a transaction review committee to review the appropriateness of certain future transactions and to retain an independent consultant to examine certain transactions entered into between 2000 and 2004 and review the policies and procedures of the transaction review committee.

The DOJ filed against AIGFP PAGIC Equity Holding Corp. (“AIGFP PAGIC”), a wholly owned subsidiary of AIGFP, a criminal complaint alleging that AIGFP PAGIC violated federal securities laws by aiding and abetting securities law violations by PNC, in connection with a transaction entered into in 2001 with PNC that was intended to enable PNC to remove certain assets from its balance sheets. The settlement with the DOJ consists of separate agreements with AIG and AIGFP and a complaint filed against, and deferred prosecution agreement with, AIGFP PAGIC. Under the terms of the settlement, AIGFP paid a monetary penalty of \$80 million. On January 17, 2006, the court approved an order dismissing the complaint with prejudice. The obligations of AIG, AIGFP and AIGFP PAGIC under the DOJ agreements relate principally to cooperating with the DOJ and other federal agencies in connection with their related investigations.

Item 3. Source and Amount of Funds or Other Consideration

The Shares to which this statement relates (the “AIG Shares”) were given as a property dividend on April 30, 2004 from SPI Technologies, Inc., a Philippine company that was listed on the Philippine Stock Exchange (and subsequently taken private) and in which AOF and PAL were shareholders. There was no consideration paid for the AIG Shares.

Item 4. Purpose of Transaction

The AIG Shares were acquired for investment purposes only.

On September 19, 2008, the Issuer entered into an Acquisition Agreement (the “Acquisition Agreement”) by and between the Issuer and BidCo. Under the terms of the Acquisition Agreement, BidCo will commence a tender offer in the Philippines and the United States (the “Offer”), which may be amended from time to time in accordance with the terms of the Acquisition Agreement, to purchase all of the Issuer’s outstanding Shares, at a price per share in cash of US\$9.00 (the “Offer Price”).

Concurrently with the execution of the Acquisition Agreement, PAL and AOF entered into separate Support Agreements (the “Support Agreements”) with BidCo. Pursuant to the Support Agreements, PAL and AOF have agreed to tender the AIG Shares into the Offer and not to withdraw any of the AIG Shares from the Offer. PAL and AOF have also agreed to vote the AIG Shares: (i) in favor of (A) any adoption of the Acquisition Agreement and approval of the transactions contemplated thereby, (B) any individuals nominated by BidCo to be directors of the Issuer, (C) any other matter necessary for the consummation of the transactions contemplated by the Acquisition Agreement and the Offer; and (ii) against (A) any action or agreement that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Issuer in the Acquisition Agreement, (B) any extraordinary corporate transaction, (C) any agreement or other action that is intended to or could reasonably be expected to prevent, frustrate, impede, interfere with, delay, postpone or discourage the consummation of the Offer and (D) any amendment of any of the organizational documents of the Issuer or change in the voting rights of any class of its capital stock, and has granted an irrevocable proxy with respect to the AIG Shares to BidCo until the Acquisition Agreement is terminated in accordance with its terms or the Offer is terminated or withdrawn. Copies of the Support Agreements are attached as Exhibit 7.01 and Exhibit 7.02 to this statement and are incorporated herein by reference.

Information set forth in response to this Item 4 is qualified in its entirety by reference to the Support Agreements, each of which is filed as an exhibit hereto and is incorporated herein by reference.

Other than as described above, the Reporting Persons do not have any current plans or proposals that relate to or would result in any of the actions set forth in items (a) through (j) of Item 4 of the General Instructions to Schedule 13D, although the Reporting Persons reserve the right to develop such plans or proposals.

Item 5. Interest in Securities of the Issuer

(a) The Reporting Persons, and for the purpose of Rule 13d-3 promulgated under the Exchange Act, beneficially own 2,457,832 Shares, representing approximately 8.44% of the outstanding Shares of the Issuer as of September 19, 2008.

(b) The Reporting Persons have shared power to vote and to dispose of the 2,457,832 Shares.

(c) Not applicable.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The Support Agreements (each of which is defined and described in Item 4, which definitions and descriptions are incorporated herein by reference) are filed as exhibits hereto and are incorporated by reference in their entirety into this Item 6. Under the Support Agreements, PAL and AOF have agreed to tender the AIG Shares into the Offer, not to withdraw any of the AIG Shares from the Offer and to vote their AIG Shares in accordance with the terms of the Support Agreements. In addition, PAL and AOF have agreed (1) to grant BidCo an irrevocable proxy to vote the AIG Shares in accordance with the terms of the Support Agreements, (2) to restrict the transfer of the AIG Shares and (3) to not solicit any other acquisition proposals.

Except as described in this Item 6, to the best knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, between the persons enumerated in Item 2, and any other person, with respect to any securities of the Issuer, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities other than standard default and similar provisions contained in loan agreements.

Item 7. Material to be Filed as Exhibits

Exhibit 2.01: Agreement of Joint Filing among the Reporting Persons, dated September 29, 2008.

Exhibit 7.01: Support Agreement between EGS Acquisition Co LLC and Philippine American Life and General Insurance Company, dated September 19, 2008.

Exhibit 7.02: Support Agreement between EGS Acquisition Co LLC and AIG Asian Opportunity Fund LP, dated September 19, 2008.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: September 29, 2008

**AMERICAN INTERNATIONAL
GROUP, INC.**

/s/ Win J. Neuger

Signature

Win J. Neuger
Executive Vice President and Chief
Investment Officer

(Name/Title)

**PHILIPPINE AMERICAN LIFE AND
GENERAL INSURANCE COMPANY**

/s/ Jose L. Cuisia Jr.

Signature

Jose L. Cuisia Jr.
President and CEO

(Name/Title)

**AIG LIFE HOLDINGS
(INTERNATIONAL) LLC**

/s/ Kathleen E. Shannon

Signature

Kathleen E. Shannon
President

(Name/Title)

**AMERICAN INTERNATIONAL
REINSURANCE COMPANY, LTD.**

/s/ Stephen George Cubbon

Signature

Stephen George Cubbon
President

(Name/Title)

**AMERICAN INTERNATIONAL
ASSURANCE COMPANY (BERMUDA)
LIMITED**

/s/ John Chu

Signature

John Chu
Executive Vice President and Chief Information
Officer

(Name/Title)

**AIG GLOBAL INVESTMENT CORP.
(ASIA) LTD.**

/s/ Ada Tse

Signature

Ada Tse
Director

(Name/Title)

AIG ASIAN OPPORTUNITY G.P., L.L.C.

/s/ Ada Tse

Signature

Ada Tse
Director

(Name/Title)

AIG ASIAN OPPORTUNITY FUND LP

/s/ Ada Tse

Signature

Ada Tse
Director of General Partner

(Name/Title)

**DIRECTORS AND EXECUTIVE OFFICERS OF
AMERICAN INTERNATIONAL GROUP, INC.**

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of American International Group, Inc. are set forth below.

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Stephen F. Bollenbach	c/o KB Home 10990 Wilshire Boulevard Los Angeles, CA 90024	Director of American International Group, Inc.; Non-Executive Chairman of KB Homes	American
Martin F. Feldstein	c/o National Bureau of Economic Affairs 1050 Massachusetts Avenue Cambridge, Massachusetts 02138	Director of American International Group, Inc.; President Emeritus of the National Bureau of Economic Research	American
Fred Horst Langhammer	c/o The Estee Lauder Companies, Inc. 767 Fifth Avenue New York, New York 10153	Director of American International Group, Inc.; Chairman of Global Affairs, The Estee Lauder Companies, Inc.	American and German
Edward M. Liddy	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Chairman and Chief Executive Officer of American International Group, Inc.	American
George L. Miles	c/o WQED Multimedia 4802 Fifth Avenue Pittsburgh, Pa. 15213	Director of American International Group, Inc.; President and Chief Executive Officers of WQED Multimedia	American
Suzanne M. Nora Johnson	c/o Pfizer Inc. 235 East 42nd Street New York, NY 10017	Director of American International Group, Inc.; Director of Pfizer Inc.	American
Morris W. Offit	c/o Offit Capital Advisors, LLC 485 Lexington Avenue New York, New York 10017	Director of American International Group, Inc.; Chairman, Office Capital Advisors, LLC	American
James F. Orr	c/o The Rockefeller Foundation 420 Fifth Avenue New York, New York 10018	Director of American International Group, Inc.; Chairman of the Board of Trustees, The Rockefeller Foundation	American
Virginia M. Rometty	c/o IBM Corporation Route 100 Somers, New York 10589	Director of American International Group, Inc.; Senior Vice President of IBM Global Business Services	American
Michael H. Sutton	124 Swinley Forest Williamsburg, Virginia 23188	Director of American International Group, Inc.	American
Edmund S.W. Tse	c/o American International Assurance Company (Bermuda) Limited 35/F AIG Tower 1 Connaught Road Central Hong Kong	Senior Vice Chairman and Director of American International Group, Inc.; Vice President of American International Assurance Company (Bermuda) Limited	Chinese
Steven J. Bensinger	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Vice Chairman and Chief Financial Officer of American International Group, Inc.	American
Jacob A. Frenkel	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Vice Chairman of American International Group, Inc.	Israeli and Polish

SCHEDULE A (CONTINUED)

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Frank G. Wisner	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Vice Chairman of American International Group, Inc.	American
Rodney O. Martin, Jr.	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Executive Vice President of American International Group, Inc.	American
Kristian P. Moor	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Executive Vice President of American International Group, Inc.	American
Win J. Neuger	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Executive Vice President of American International Group, Inc.	American
Nicholas C. Walsh	c/o American International Group, Inc. 175 Water Street, 24th Floor New York, N.Y. 10038	Executive Vice President of American International Group, Inc.	British
Jay S. Wintrob	c/o AIG SunAmerica, Inc. 1 SunAmerica Center 1999 Avenue of the Stars Los Angeles, California 90067	Executive Vice President of American International Group, Inc.	American
Richard H. Booth	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Senior Vice President of American International Group, Inc.	American
William N. Dooley	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Senior Vice President of American International Group, Inc.	American
David L. Herzog	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Senior Vice President of American International Group, Inc.	American
Andrew J. Kaslow	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Senior Vice President of American International Group, Inc.	American
Robert E. Lewis	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Senior Vice President of American International Group, Inc.	American
Brian T. Scheiber	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Senior Vice President of American International Group, Inc.	American

**DIRECTORS AND EXECUTIVE OFFICERS OF
PHILIPPINE AMERICAN LIFE AND GENERAL INSURANCE COMPANY**

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of Philippine American Life and General Insurance Company are set forth below.

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Edmund S. W. Tse	c/o American International Assurance Company (Bermuda) Limited 35/F AIG Tower 1 Connaught Road Central Hong Kong	Chairman of the Board of Philippine American Life and General Insurance Company; Vice President of American International Assurance Company (Bermuda) Limited	Chinese
Mark Andrew Wilson	c/o American International Assurance Company (Bermuda) Limited 35th Flr., AIG Tower 1 Connaught Road, Central, Hong Kong	Director of Philippine American Life and General Insurance Company; Regional President, Asia Pacific, AIG Life Companies; President, American International Assurance Company, Limited	New Zealand



SCHEDULE A (CONTINUED)

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Jose L. Cuisia, Jr.	c/o Philippine American Life and General Insurance Company 23rd Floor, Philamlife Tower 8767 Paseo de Roxas, Makati City Philippines	President, Chief Executive Officer and Director of Philippine American Life and General Insurance Company	Filipino
Michel Khalaf	c/o Philippine American Life and General Insurance Company 5th Floor, Philamlife Building U.N. Ave., Ermita, Manila Philippines	Deputy President, Chief Operating Officer and Director of Philippine American Life and General Insurance Company	Lebanese
Reynaldo C. Centeno	c/o Philippine American Life and General Insurance Company 6th Flr., Philamlife Building U.N. Ave., Ermita, Manila Philippines	Executive Vice President, Chief Financial Officer, Chief Actuary and Director of Philippine American Life and General Insurance Company	Filipino
Omar T. Cruz	c/o Philippine American Life and General Insurance Company 23rd Flr., Philamlife Tower 8767 Paseo de Roxas, Makati City Philippines	Executive Vice President, Chief Investments Officer and Director of Philippine American Life and General Insurance Company	Filipino
Cesar A. Buenaventura	c/o Buenaventura, Echaz & Partners 4th Flr., Shell House 156 Valero St., Salcedo Village, Makati City Philippines	Managing Partner of Buenaventura, Echaz & Partners; Director of Philippine American Life and General Insurance Company	Filipino
Ricardo J. Romulo	c/o Romulo, Mabanta, Buenaventura, Sayoc & Delos Angeles Law Offices 30th Flr., Citibank Tower 8741 Paseo de Roxas, Makati City Philippines	Senior Partner at Romulo, Mabanta, Buenaventura, Sayoc & Delos Angeles Law Offices; Director of Philippine American Life and General Insurance Company	Filipino
Washington Z. Sycip	c/o SGV Group 14th Flr., SGV Bldg I Ayala Avenue, Makati City Philippines	Director of Philippine American Life and General Insurance Company; Founder SGV Group	American
Francis G. Estrada	c/o Asian Institute of Management 2nd Flr., Eugenio Lopez Building Joseph McKing Campus 123 Paseo de Roxas, Makati City Philippines	Director of Philippine American Life and General Insurance Company; President of Asian Institute of Management	Filipino
Stephen J. Clark	c/o Philippine American Life and General Insurance Company 7th Flr., Philamlife Salcedo Building 126 L. P. Leviste St., Salcedo Village Makati City Philippines	Senior Vice President of Philippine American Life and General Insurance Company (seconded to Philam Equitable Life Assurance Company, Inc.)	British
Romulo P. Cambaliza	c/o Philippine American Life and General Insurance Company 5th Floor, Philamlife Building U.N. Ave., Ermita, Manila Philippines	Senior Vice President of Philippine American Life and General Insurance Company (seconded as President to Philam Insurance Agency and Call Center Services, Inc.)	Filipino
Ariel G. Cantos	c/o Philippine American Life and General Insurance Company 3rd Flr., Philamlife Building U.N. Ave., Ermita, Manila Philippines	Senior Vice President and Chief Agency Officer of Philippine American Life and General Insurance Company	Filipino
Anthony B. Sotelo	c/o Philippine American Life and General Insurance Company 23rd Flr., Philamlife Tower 8767 Paseo de Roxas, Makati City Philippines	Senior Vice President and Corporate Human Resources Director of Philippine American Life and General Insurance Company	Filipino
Jose Roel V. Teves	c/o Philippine American Life and General Insurance Company 2nd Flr., Philamlife Bldg., U.N. Ave., Ermita, Manila Philippines	Senior Vice President for Insurance Operations of Philippine American Life and General Insurance Company	Filipino

SCHEDULE A (CONTINUED)

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Elizabeth Anne C. Uychaco	c/o Philippine American Life and General Insurance Company 3rd Flr., Philamlife Building U.N. Ave., Ermita, Manila Philippines	Senior Vice President and Chief Marketing Officer of Philippine American Life and General Insurance Company	Filipino
Ma. Fe R. Velasco	c/o Philippine American Life and General Insurance Company 4th Flr., Philamlife Building, U.N. Ave., Ermita, Manila Philippines	Senior Vice President for Finance of Philippine American Life and General Insurance Company	Filipino

**DIRECTORS AND EXECUTIVE OFFICERS OF
AIG LIFE HOLDINGS (INTERNATIONAL) LLC**

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of AIG Life Holdings (International) LLC are set forth below.

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Kathleen E. Shannon	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	President	American
Elizabeth M. Tuck	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Secretary	American

**DIRECTORS AND EXECUTIVE OFFICERS OF
AMERICAN INTERNATIONAL REINSURANCE COMPANY, LTD.**

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of American International Reinsurance Company, Ltd. are set forth below.

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Rodney O. Martin, Jr.	c/o American International Group, Inc. 70 Pine Street New York, New York 10270	Director and Chairman of the Board of American International Reinsurance Company, Ltd.; Executive Vice President of American International Group, Inc.	American
Stephen George Cubbon	c/o American International Reinsurance Company, Ltd. 29 Richmond Road, Pembroke HM 08, Bermuda	Director and President of American International Reinsurance Company, Ltd.	British
Lars Roland Bergquist	c/o American International Reinsurance Company, Ltd. 29 Richmond Road, Pembroke HM 08, Bermuda	Director and Vice President of American International Reinsurance Company, Ltd.	Swedish
Christopher Swift	c/o American International Reinsurance Company, Ltd. 70 Pine Street 17th Floor New York, N.Y. 10270 USA	Director of American International Reinsurance Company, Ltd.	American
Richard W. Scott	c/o American International Reinsurance Company, Ltd. 70 Pine Street, 13th Floor New York, N.Y. 10270 USA	Director of American International Reinsurance Company, Ltd.	American

SCHEDULE A (CONTINUED)

Name	Address	Position/Principal Occupation	Citizenship
Nicholas C. Walsh	c/o American International Group, Inc. 175 Water Street, 24th Floor New York, N.Y. 10038 USA	Director of American International Reinsurance Company, Ltd.; Executive Vice President of American International Group, Inc.	British

**DIRECTORS AND EXECUTIVE OFFICERS OF
AMERICAN INTERNATIONAL ASSURANCE COMPANY (BERMUDA) LIMITED**

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of American International Assurance Company (Bermuda) Limited are set forth below.

Name	Address	Position/Principal Occupation	Citizenship
Lars Roland Bergquist	c/o American International Assurance Company (Bermuda) Limited 29 Richmond Road, Permbroke HM 08, Bermuda	Director and Vice President of American International Assurance Company (Bermuda) Limited; Director and Vice President of American International Reinsurance Company, Ltd	Swedish
Stephen George Cubbon	c/o American International Assurance Company (Bermuda) Limited 29 Richmond Road, Permbroke HM 08, Bermuda	Director and Vice President of American International Assurance Company (Bermuda) Limited; President of American International Reinsurance Company, Ltd.	British
Edmund Sze-Wing Tse	c/o American International Assurance Company (Bermuda) Limited 35/F., AIG Tower, One Connaught Road Central, Hong Kong	Director and President of American International Assurance Company (Bermuda) Limited	Chinese
Gordon Timmins Watson	c/o American International Assurance Company (Bermuda) Limited 35/F., AIG Tower, One Connaught Road Central, Hong Kong	Director and Regional President (Japan and Korea) of American International Assurance Company (Bermuda) Limited	British
Mark Andrew Wilson	c/o American International Assurance Company (Bermuda) Limited 35/F., AIG Tower, One Connaught Road Central, Hong Kong	Director of American International Assurance Company (Bermuda) Limited	New Zealand
Derek Kai Ming Yung	c/o American International Assurance Company (Bermuda) Limited 43/F., AIA Tower, 183 Electric Road, North Point, Hong Kong	Director of American International Assurance Company (Bermuda) Limited	Chinese
Tai-Wo John Chu	c/o American International Assurance Company (Bermuda) Limited 35/F., AIG Tower, One Connaught Road Central, Hong Kong	Executive Vice President and Chief Investment Officer of American International Assurance Company (Bermuda) Limited	Chinese

**DIRECTORS AND EXECUTIVE OFFICERS OF
AIG GLOBAL INVESTMENT CORP. (ASIA) LTD.**

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of AIG Global Investment Corp. (Asia) Ltd. are set forth below.

Name	Address	Position/Principal Occupation	Citizenship
Edmund Sze-Wing Tse	c/o American International Assurance Company (Bermuda) Limited 35/F., AIG Tower, One Connaught Road Central, Hong Kong	Director of AIG Global Investment Corp. (Asia) Ltd.; Director and President of American International Assurance Company (Bermuda) Limited	Chinese

SCHEDULE A (CONTINUED)

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Peter Kok-Beng Soo	c/o AIG Global Investment Corp. (Asia) Ltd. 16/F., AIG Tower, One Connaught Road Central, Hong Kong	Director of AIG Global Investment Corp. (Asia) Ltd.	Chinese
Tai-Wo John Chu	c/o American International Assurance Company (Bermuda) 35/F., AIG Tower, One Connaught Road Central, Hong Kong	Director of AIG Global Investment Corp. (Asia) Ltd.; Executive Vice President and Chief Investment Officer of American International Assurance Company (Bermuda) Limited	Chinese
Stephen George Cubbon	c/o American International Assurance Company (Bermuda) Limited 29 Richmond Road, Permbroke HM 08, Bermuda	Director of AIG Global Investment Corp. (Asia) Ltd.; Director and Vice President of American International Assurance Company (Bermuda) Limited	British
Ada Koon-Hang Tse	c/o AIG Global Investment Corp. (Asia) Ltd. 35/F., AIG Tower, One Connaught Road Central, Hong Kong	Director, President and Chief Executive Officer of AIG Global Investment Corp. (Asia) Ltd.	Chinese
Lars Roland Bergquist	c/o American International Assurance Company (Bermuda) Limited 29 Richmond Road, Permbroke HM 08, Bermuda	Director of AIG Global Investment Corp. (Asia) Ltd.; Director and Vice President of American International Assurance Company (Bermuda) Limited	Swedish
Eugenie Shen	c/o AIG Global Investment Corp. (Asia) Ltd. 16/F., AIG Tower, One Connaught Road Central, Hong Kong	Director of AIG Global Investment Corp. (Asia) Ltd.; General Counsel of AIG Global Investment Corp. (Asia) Ltd.	American

**DIRECTORS AND EXECUTIVE OFFICERS OF
AIG ASIAN OPPORTUNITY G.P., L.L.C.**

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of AIG Asian Opportunity G.P., L.L.C. are set forth below.

<u>Name</u>	<u>Address</u>	<u>Position/Principal Occupation</u>	<u>Citizenship</u>
Kevin Clowe	c/o AIG Investments 227 Park Avenue F42 New York, NY 10172, USA	Director of AIG Asian Opportunity G.P., L.L.C.; Managing Director of AIG Investments	American
Win Neuger	c/o AIG Investments 70 Pine Street, 16/F New York, NY 10270 USA	Director of AIG Asian Opportunity G.P., L.L.C.; Chief Executive Officer and Chairman of AIG Investments	American
Ada Koon-Hang Tse	c/o AIG Global Investment Corp. (Asia) Ltd. 35/F., AIG Tower, One Connaught Road Central, Hong Kong	Director of AIG Asian Opportunity G.P., L.L.C.; President and Chief Executive Officer of AIG Global Investment Corp. (Asia) Ltd.	Chinese
David Yeung	c/o AIG Capital Partners, Inc. 20/F., AIG Tower, One Connaught Road Central, Hong Kong	Director of AIG Asian Opportunity G.P., L.L.C.; President and Chief Executive Officer of AIG Capital Partners, Inc.	Canadian
Eugenie Shen	c/o AIG Global Investment Corp. (Asia) Ltd. 16/F., AIG Tower, One Connaught Road Central, Hong Kong	Director of AIG Asian Opportunity G.P., L.L.C.; General Counsel of AIG Global Investment Corp. (Asia) Ltd.	American

**DIRECTORS AND EXECUTIVE OFFICERS OF
AIG ASIAN OPPORTUNITY FUND, L.P.**

The name, business address, title, present principal occupation or employment of each of the directors and executive officers of AIG Asian Opportunity Fund LP are set forth below:

SCHEDULE A (CONTINUED)

The general partner of President & CEO of AIG Capital Partners, Inc. is AIG ASIAN OPPORTUNITY G.P., L.L.C. c/o M&C Corporate Services Limited
P.O. Box 309GT, Uglan House, South Church Street, George Town, Grand Cayman, Cayman

AGREEMENT OF JOINT FILING

In accordance with Rule 13d-1(k), promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing on behalf of each of them of a Statement on Schedule 13D, and any amendments thereto, with respect to the shares of Common Stock of eTelecare Global Solutions, Inc. and that this Agreement may be included as an Exhibit to such filing.

Each of the undersigned parties represents and warrants to the other that the information contained in any amendment thereto about it will be, true, correct and complete in all material respects and in accordance with all applicable laws. Each of the undersigned parties agrees to inform the other of any changes in such information or of any additional information which would require any amendment to the Schedule 13D and to promptly file such amendment.

Each of the undersigned parties agrees to indemnify the other for any losses, claims, liabilities or expenses (including reasonable legal fees and expenses) resulting from, or arising in connection with, the breach by such party of any representations, warranties or agreements in this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the undersigned hereby executes this Agreement as of September 29, 2008.

**AMERICAN INTERNATIONAL
GROUP, INC.**

s/ Win J. Neuger

Signature

Win J. Neuger
Executive Vice President and Chief
Investment Officer

(Name/Title)

**PHILIPPINE AMERICAN LIFE AND
GENERAL INSURANCE COMPANY**

/s/ Jose L. Cuisia, Jr.

Signature

Jose L. Cuisia Jr.
President and CEO

(Name/Title)

**AIG LIFE HOLDINGS (INTERNATIONAL)
LLC**

/s/ Kathleen E. Shannon

Signature

Kathleen E. Shannon
President

(Name/Title)

**AMERICAN INTERNATIONAL
REINSURANCE COMPANY, LTD.**

/s/ Stephen George Cubbon

Signature

Stephen George Cubbon
President

(Name/Title)

**AMERICAN INTERNATIONAL
ASSURANCE COMPANY (BERMUDA)
LIMITED**

/s/ John Chu

Signature

John Chu
Executive Vice President and Chief Information
Officer

(Name/Title)

**AIG GLOBAL INVESTMENT CORP.
(ASIA) LTD.**

/s/ Ada Tse

Signature

Ada Tse
Director

(Name/Title)

AIG ASIAN OPPORTUNITY G.P., L.L.C.

/s/ Ada Tse

Signature

Ada Tse
Director

(Name/Title)

AIG ASIAN OPPORTUNITY FUND LP

/s/ Ada Tse

Signature

Ada Tse
Director of General Partner

(Name/Title)

SUPPORT AGREEMENT

This SUPPORT AGREEMENT (this "Agreement"), dated as of September 19, 2008, by and between EGS Acquisition Co LLC, a Delaware limited liability company ("Purchaser") and Philippine American Life and General Insurance Company, a corporation organized under the laws of the Republic of the Philippines ("Shareholder").

WHEREAS, concurrently with the execution of this Agreement, eTelecare Global Solutions, Inc., a Philippines corporation ("Company") and Purchaser are entering into an Acquisition Agreement of even date herewith (the "Acquisition Agreement");

WHEREAS, capitalized terms used but not defined in this Agreement have the meanings ascribed thereto in the Acquisition Agreement;

WHEREAS, as of the date hereof, Shareholder is the record and beneficial owner of 491,566 shares of common stock, \$PhP2.00 par value ("Common Shares"), each of which represents the right to receive one Common Share (together, the "Shares") as set forth on Annex 1 hereto (such Shares, together with any other Common Shares or ADSs acquired by Shareholder after the date hereof (including pursuant to any exercise of Company Options or Company RSUs, or exercise or conversion of other securities), being collectively referred to herein as the "Shareholder Shares"); and

WHEREAS, as a condition to its willingness to enter into the Acquisition Agreement, Purchaser has required that Shareholder enter into this Agreement and, in order to induce Purchaser to enter into the Acquisition Agreement, Shareholder is willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Agreements of Shareholder.

(a) Tender. Unless this Agreement shall have been terminated in accordance with the terms of this Agreement, Shareholder shall (i) as promptly as practicable after the commencement of the Offer and in any event with respect to the Shareholder Shares owned as of the date of the commencement of the Offer, within ten (10) business days of the commencement of the Offer, validly tender or cause to be tendered all of the Shareholder Shares into the Offer, pursuant to and in accordance with the terms of the Offer and (ii) not withdraw any Shareholder Shares from the Offer. As promptly as practicable after the commencement of the Offer and in any event with respect to the Shareholder Shares owned as of the date of the commencement of the Offer, within ten (10) business days of the commencement of the Offer, Shareholder shall (i) deliver to the depository designated in the Offer (the "Depository") (A) a letter of transmittal with respect to the Shareholder Shares, complying with the terms of the Offer, (B) a certificate or certificates representing such Shareholder Shares or, in the case of a book-entry transfer of any uncertificated Shareholder Shares, an "agent's message" or such other evidence of transfer as the Depository may reasonably request, and (C) all other documents or instruments required to be delivered by all other shareholders of Company pursuant to the terms of the Offer, and (ii) if any Shareholder Shares beneficially owned by such Shareholder are held of record by a broker or any other Person, instruct the broker or such other Person to tender such Shareholder Shares pursuant to and in accordance with the terms of the Offer. The Shareholder acknowledges and agrees that the Purchaser's obligation to accept for payment and pay for the shares is subject to the terms and conditions of the Offer.

(b) Voting. From the date hereof until the termination of this Agreement in accordance with Section 4, and subject to Section 5(a), at any meeting of the Shareholders of Company, however called (or any action by written consent in lieu of a meeting), or any adjournment thereof, Shareholder shall vote or cause to be voted all Shareholder Shares or (as appropriate) execute written consents in respect thereof, (i) in favor of (A) any adoption of the Acquisition Agreement and approval of the transactions contemplated thereby, and (B) any other matter necessary for the consummation of the transactions contemplated by the Acquisition Agreement and the Offer; and (ii) against (w) any action or agreement (including any amendment of any agreement) that

would result in a breach of any representation, warranty, covenant, agreement or other obligation of Company in the Acquisition Agreement, (x) any extraordinary corporate transaction, including, an Acquisition Proposal, merger, acquisition, joint venture, sale, consolidation, reorganization, liquidation or winding up of or involving Company and a third party, or any other proposal of a third party to acquire Company or all or substantially all of the assets thereof and (y) any amendment of Company Corporate Documents or change in any manner the voting rights of any class of capital stock, except as may be requested in writing by Purchaser, unless, in the case of clause (ii) Purchaser has otherwise consented to such action in writing. Shareholder shall also not commit or agree to take any action inconsistent with the foregoing. Any such vote shall be cast (or consent shall be given) by Shareholder in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining that a quorum is present and for purposes of recording the results of such vote (or consent). Shareholder shall execute and deliver to Purchaser any proxy cards that such Shareholder receives to vote in favor of any transactions contemplated by the Acquisition Agreement.

(c) Irrevocable Proxy. In furtherance of Shareholder's agreement in Section 1(b) above, Shareholder hereby grants and appoints Purchaser and Purchaser's designees, and each of them individually, as Shareholder's proxy and attorney-in-fact (with full power of substitution) for and in the name, place and stead of Shareholder to dissent, consent, or otherwise use such voting power to vote all Shareholder Shares (at any meeting of Shareholders of Company however called or any adjournment thereof) or to execute one or more written consents in respect of the Shareholder Shares as contemplated in Section 1(b). Such proxy shall (A) be valid and shall not be revoked until the termination of this Agreement pursuant to Section 4, and (B) automatically terminate upon such date. Shareholder represents that any and all other proxies heretofore given in respect of Shareholder Shares are revocable, and that such other proxies have been revoked. Shareholder affirms that the foregoing proxy is: (x) given (A) in connection with the execution of the Acquisition Agreement and (B) to secure the performance of Shareholder's duties under this Agreement, (y) coupled with an interest and may not be revoked except as otherwise provided in this Agreement and (z) intended to be irrevocable prior to termination of this Agreement in accordance with this Agreement and applicable Law. The Shareholder hereby ratifies and confirms all that such proxies and attorneys-in-fact may lawfully do or cause to be done by virtue hereof.

(d) Restriction on Transfer; Proxies; Non-Interference; etc. From the date hereof until the termination of this Agreement pursuant to Section 4, Shareholder shall not directly or indirectly (i) sell, transfer (including by operation of law), give, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement (including profit-sharing) or understanding with respect to the sale, transfer, gift, pledge, encumbrance, assignment or other disposition of, any Shareholder Shares (or any right, title or interest thereto or therein), (ii) deposit any Shareholder Shares into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Shareholder Shares (other than as contemplated herein), (iii) take any action that would make any representation or warranty of Shareholder set forth in this Agreement untrue or incorrect in any material respect or have the effect of preventing, disabling or delaying Shareholder from performing any of its obligations under this Agreement or (iv) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i), (ii) or (iii) of this Section 1(d). Any attempted transfer of Shareholder Shares in violation of this Section 1(d) shall be null and void. In addition, from and after the Acceptance Date, Shareholder will cause any of its designees on Company's (or any of its Subsidiaries') Board of Directors (or any committee thereof) to resign to the extent necessary to enable Company to comply with the Acquisition Agreement.

(e) No Solicitation. From the date hereof until the termination of this Agreement pursuant to Section 4, Shareholder shall, and shall cause its Affiliates and its and its Affiliates' directors, officers, employees, agents and other representatives (including any investment banker, attorney or accountant retained by it or any of its Affiliates) (collectively, the "Shareholder Representatives") not to, initiate, solicit, knowingly encourage or otherwise facilitate (including by way of furnishing information) any inquiries or the making of any inquiry, proposal or offer, with respect to or which may reasonably be expected to lead to any Acquisition Proposal. Shareholder further agrees that neither it nor any of its Affiliates nor any of its or its Affiliates' directors, officers, or employees shall, and that it shall direct and use its reasonable best efforts to cause its and its Affiliates' agents and representatives not to, engage in any negotiations concerning, or provide any confidential information or data to, or have any discussions with, any Person relating to an Acquisition Proposal, or otherwise facilitate any effort or attempt to make or implement an Acquisition Proposal or otherwise

enter into any agreement with respect to an Acquisition Proposal. Shareholder agrees that it will immediately cease and cause to be terminated any existing discussions or negotiations with any parties conducted heretofore with respect to any Acquisition Proposal. Shareholder agrees that it will take the necessary steps to promptly inform the Shareholder Representatives of the obligations undertaken by Company in this Section 1(e). Shareholder shall use reasonable best efforts to obtain the return from all such Persons or cause the destruction of all copies of confidential information previously provided to any such parties by Shareholder or Shareholder Representatives. Further, Shareholder agrees to comply with the provisions of Section 4.2 of the Acquisition Agreement as if a party thereto. Shareholder shall promptly advise Purchaser, orally and in writing, and in no event later than 24 hours after receipt, if any proposal, offer, inquiry or other contact is received by, any information is requested from, or any discussions or negotiations are sought to be initiated or continued with, Shareholder in respect of any Acquisition Proposal, and shall, in any such notice to Purchaser, indicate the identity of the Person making such proposal, offer, inquiry or other contact and the terms and conditions of any proposals or offers or the nature of any inquiries or contacts (and shall include with such notice copies of any written materials received from or on behalf of such Person relating to such proposal, offer, inquiry or request), and thereafter shall promptly keep Purchaser fully informed of all material developments affecting the status and terms of any such proposals, offers, inquiries or requests (and Shareholder shall provide Purchaser with copies of any additional written materials received that relate to such proposals, offers, inquiries or requests). As used in this paragraph, "Affiliates" of Shareholder shall not include Company.

(f) Conduct of Shareholder. Until any termination of this Agreement in accordance with its terms, Shareholder (i) shall maintain its status as duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and (ii) shall not dissolve, merge or combine with any Person, or adopt any plan of complete or partial liquidation, in each case, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed, it being agreed that Purchaser may withhold its consent only if in its reasonable judgment the proposed action would jeopardize the benefits intended to be provided to Purchaser under this Agreement.

(g) Publication. Shareholder consents to Purchaser publishing and disclosing in the Offer Documents Shareholder's identity and ownership of Shares and the nature of Shareholder's commitments, arrangements and understandings under this Agreement. Except with Purchaser's prior written consent, Shareholder shall not issue any press release or make any other public statement with respect to this Agreement, the Acquisition Agreement, the transactions contemplated thereby, or the Offer, except as may be required by applicable Law.

(h) Stop Transfer Instructions. Shareholder shall give (and hereby consents to Purchaser giving) stop transfer instructions to the transfer agent for the Shareholder Shares subject to the terms and conditions of this Agreement; *provided, however* that any such stop transfer restriction shall terminate automatically without any notice or action by any Person upon the termination of this Agreement in accordance with Section 4.

(i) Legends. If so requested by Purchaser and to the extent the Shareholder Shares are certificated, Shareholder agrees that its Shareholder Shares shall bear a legend stating that they are subject to this Agreement and that actions in breach of Section 1(d) are null and void; *provided; however* Company shall remove such legend upon the termination of this Agreement in accordance with Section 4.

2. Representations and Warranties of Shareholder. Shareholder hereby represents and warrants to Purchaser as follows:

(a) Organization; Authority. Shareholder is a limited partnership duly organized, validly existing and in good standing under the laws of Cayman Islands. Shareholder has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by Shareholder of this Agreement and the transactions contemplated hereby have been duly authorized and approved by all necessary action on the part of Shareholder and no further action on the part of Shareholder is necessary to authorize the execution and delivery by Shareholder of this Agreement or the performance by Shareholder of its obligations under this Agreement. This Agreement has been duly executed and delivered by Shareholder and, assuming due and valid authorization, execution and delivery hereof

by Purchaser, constitutes a valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Consents and Approvals; No Violations. No consents or approvals of, or filings, declarations or registrations with, any Governmental Entity are necessary for the performance by Shareholder of its obligations under this Agreement, other than (i) the filing of reports, if any, under Sections 13(d), 13(e) and 16 of the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby and (ii) such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by Shareholder of any of its obligations under this Agreement. Neither the execution and delivery of this Agreement by Shareholder, nor the performance by Shareholder of its obligations under this Agreement, will (A) conflict with or violate any provision of the organizational documents of Shareholder or (B) (x) violate any Law, judgment, writ or injunction of any Governmental Entity applicable to Shareholder or any of its properties or assets, or (y) violate, conflict with, result in the loss of any material benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the properties or assets of Shareholder (including the Shareholder Shares) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, permit, lease, agreement or other instrument or obligation to which Shareholder is a party, or by which its properties or assets may be bound or affected, except, in the case of clause (B), for such violations, conflicts, losses, defaults, terminations, cancellations, accelerations or Liens as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by Shareholder of any of its obligations under this Agreement.

(c) Ownership of Shares. Shareholder owns, beneficially and of record, all of the Shareholder Shares. Shareholder owns all of the Shareholder Shares free and clear of any proxy, voting restriction, adverse claim or other Lien (other than proxies and restrictions in favor of Purchaser pursuant to this Agreement and except for such transfer restrictions of general applicability as may be provided under the Securities Act and the "blue sky" laws of the various states of the United States or other applicable Law). Without limiting the foregoing, except for proxies and restrictions in favor of Purchaser pursuant to this Agreement and except for such transfer restrictions of general applicability as may be provided under the Securities Act and the "blue sky" laws of the various states of the United States or other applicable Law, Shareholder has sole voting power and sole power of disposition and full power to issue instructions with respect to all Shareholder Shares, with no restrictions on Shareholder's rights of voting or disposition pertaining thereto and no Person other than Shareholder has any right to direct or approve the voting or disposition of any Shareholder Shares. As of the date hereof, Shareholder does not own, beneficially or of record, any securities of Company (including Company Options or Company RSUs) other than the Shares listed on Annex I which constitute Shareholder Shares.

(d) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission that is payable by Company, Purchaser or any of Company's Subsidiaries in connection with the transactions contemplated by the Acquisition Agreement or the Offer based upon arrangements made by or on behalf of Shareholder.

(e) Litigation. There is no action, suit, investigation, complaint or other proceeding pending against the Shareholder or, to the knowledge of the Shareholder, threatened against the Shareholder or any other Person that restricts in any material respect or prohibits (or, if successful, would restrict or prohibit) the exercise by any party of its rights under this Agreement or the performance by any party of its obligations under this Agreement.

(f) Shareholder Has Adequate Information. The Shareholder is a sophisticated investor and has independently and without reliance upon Purchaser and based on such information as the Shareholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Shareholder acknowledges that Purchaser has not made nor makes any representation or warranty to the Shareholder, whether express or implied, of any kind or character except as expressly set forth in this Agreement.

(g) Reliance. The Shareholder understands and acknowledges that Purchaser is entering into the Acquisition Agreement in reliance upon the Shareholder's execution and delivery of this Agreement.

(h) No Setoff. To the knowledge of the Shareholder, there are no legal or equitable defenses or counterclaims that have been or may be asserted by or on behalf of Company, as applicable, to reduce the amount of the Shareholder Shares or affect the validity or enforceability of the Shareholder Shares.

3. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Shareholder as follows:

(a) Organization; Authority. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by Purchaser of this Agreement and the transactions contemplated hereby have been duly authorized and approved by all necessary action on the part of Purchaser and no further action on the part of Purchaser is necessary to authorize the execution and delivery by Purchaser of this Agreement or the performance by Purchaser of its obligations under this Agreement. This Agreement has been duly executed and delivered by Purchaser and, assuming due and valid authorization, execution and delivery hereof by Shareholder, constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Consents and Approvals; No Violations. No consents or approvals of, or filings, declarations or registrations with, any Governmental Entity are necessary for the performance by Purchaser of its obligations under this Agreement, other than those approvals contemplated by the Acquisition Agreement, the filing of reports, if any, under Sections 13(d), 13(e) and 16 of the Exchange Act as may be required in connection with this Agreement, the Acquisition Agreement of the transactions contemplated thereby, and the Offer, and such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by Purchaser of any of its obligations under this Agreement. Neither the execution and delivery of this Agreement by Purchaser, nor the performance by Purchaser of its obligations under this Agreement, will (A) conflict with or violate any provision of the organizational documents of Purchaser or (B) (x) violate any Law, judgment, writ or injunction of any Governmental Entity applicable to Purchaser or any of its properties or assets, or (y) violate, conflict with, result in the loss of any material benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the properties or assets of Purchaser under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, permit, lease, agreement or other instrument or obligation to which Purchaser is a party, or by which its properties or assets may be bound or affected, except, in the case of clause (B), for such violations, conflicts, losses, defaults, terminations, cancellations, accelerations or Liens as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by Purchaser of any of its obligations under this Agreement.

4. Termination. This Agreement may be terminated by mutual consent of Shareholder and Purchaser. This Agreement shall terminate effective immediately upon the termination of the Acquisition Agreement in accordance with its terms; provided however, that notwithstanding the foregoing, (i) the provisions of this Section 4 and Section 5 (other than Section 5(e)) shall survive any termination of this Agreement and (ii) nothing herein shall relieve any party from liability for breach of this Agreement.

5. Miscellaneous.

(a) Action in Shareholder Capacity Only. The parties acknowledge that this Agreement is entered into by Shareholder in its capacity as owner of the Shareholder Shares and that nothing in this Agreement shall in any way restrict or limit the Shareholder, or any person who is an Affiliate of Shareholder, or any other officer or director of the Company, from taking or refraining from taking any action in his or her capacity as a director or officer of Company that is necessary for him or her to comply with her or her fiduciary or other duties as a director or officer of Company.

(b) Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(c) Additional Shares. Until any termination of this Agreement in accordance with its terms, Shareholder shall promptly notify Purchaser of any change in the number of Shareholder Shares, if any, as to which Shareholder acquires record or beneficial ownership after the date hereof. Any Shares as to which Shareholder acquires record or beneficial ownership after the date hereof and prior to termination of this Agreement shall be Shareholder Shares for purposes of this Agreement. Without limiting the foregoing, in the event of any stock split, stock dividend or other change in the capital structure of Company affecting Company Common Shares (including ADSs), the number of Shares constituting Shareholder Shares shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional Shares or other voting securities of Company issued to Shareholder in connection therewith.

(d) Definition of "Beneficial Ownership". For purposes of this Agreement, "beneficial ownership" with respect to (or to "own beneficially") any securities shall mean having "beneficial ownership" of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act), including pursuant to any agreement, arrangement or understanding, whether or not in writing.

(e) Further Assurances. From time to time, at the request of Purchaser and without further consideration, Shareholder shall execute and deliver such additional documents and take (or cause to be taken as the case may be) all such further action as may be reasonably required, necessary or proper to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

(f) Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement is not intended to and shall not confer upon any Person other than the parties hereto any rights hereunder.

(g) Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Purchaser may assign its rights and interests hereunder to any wholly-owned subsidiary of Purchaser, Affiliate or other entity under control of the beneficial owners of Purchaser, if such assignment would not cause a delay in the consummation of any of the transactions contemplated hereby, provided that no such assignment shall relieve Purchaser of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section shall be null and void. No past, present or future director, officer, employee, Affiliate, incorporator, member, partner or shareholder of Purchaser shall have any liability for any obligations of Purchaser under this Agreement or for any claim based on, in respect of, or by reason of, the Offer or the transactions contemplated hereby.

(h) Amendments; Waiver. This Agreement may not be amended or supplemented, except by a written agreement executed by the parties hereto. Any party to this Agreement may (A) waive any inaccuracies in the representations and warranties of any other party hereto or extend the time for the performance of any of the obligations or acts of any other party hereto or (B) waive compliance by the other party with any of the agreements contained herein. Notwithstanding the foregoing, no failure or delay by Purchaser in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

(i) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties

hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(j) Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by the other parties hereto.

(k) Descriptive Headings. Headings of Sections and subsections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

(l) Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

(m) Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Purchaser, to:

Attention: _____

Facsimile: _____

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
29th Floor, Gloucester Tower
The Landmark, 15 Queen's Road Central
Hong Kong

Attention: Peter Feist

Telephone: (852) 3476 9100

Facsimile: (852) 3015-9354

with a copy to (which shall not constitute notice):

SyCip Salazar Hernandez & Gatmaitan
SSHG Center, 105 Paseo De Roxas
Makati City 1226 Philippines

Attention: Hector de Leon, Jr.

Maria Teresa D. Mercado-Ferrer

Telephone: (632) 817-9811

Facsimile: (632) 817-3896

if to Shareholder, to:

AIG Global Investment Corp. (Asia) Ltd.
23rd Floor, Philamlife Tower, 8767 Paseo de Roxas, Makati City, Philippines 1226

Attention: Rafael Reyes

Facsimile: (63-2) 885-8882

with a copy (which shall not constitute notice) to:

Attention: _____

Facsimile: _____

or such other address or facsimile number as such party may hereafter specify for the purpose, by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 P.M. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

(n) Voidability. If prior to the execution hereof, the Board of Directors of Company shall not have duly and validly authorized and approved by all necessary corporate action, the Acquisition Agreement and transactions contemplated hereby and thereby, so that by the execution and delivery hereof Purchaser would become, or could reasonably be expected to become subject to any restrictive provision of any applicable “fair price,” “moratorium,” “control share acquisition,” “interested shareholder” or other similar anti-takeover Law, then this Agreement shall be void and unenforceable until such time as such authorization and approval shall have been duly and validly obtained.

(o) Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(p) Governing Law; Enforcement; Jurisdiction; Waiver of Jury Trial.

(i) This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State; provided that for the avoidance of doubt, any corporation law matters with respect to the Company and its shareholders shall be governed by Philippines law.

(ii) All claims arising out of or relating to this Agreement shall be heard and determined exclusively in any Delaware state or federal court sitting in New Castle County, Delaware. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in New Castle County, Delaware for the purpose of any Claim arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the Claim is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

(iii) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

(iv) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court sitting in New Castle County, Delaware, without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

EGS Acquisition Co LLC

By: /s/ R. Davis Noell

Name: R. Davis Noell

Title: Vice President

By: /s/ Solomon M. Hermosura

Name: Solomon M. Hermosura

Title: Vice President

Philippine American Life and General Insurance Company

By: /s/ Rafael L1. Reyes

Name: Rafael L1. Reyes

Title: Vice President

Annex 1

<u>Shareholder</u>	<u>Common Shares</u>	<u>ADS</u>	<u>Company Stock Options</u>	<u>Company RSUs</u>	<u>Total Shareholder Shares</u>
Philippine American Life and General Insurance Company	491,566	0	n/a	n/a	491,566

SUPPORT AGREEMENT

This SUPPORT AGREEMENT (this "Agreement"), dated as of September 19, 2008, by and between EGS Acquisition Co LLC, a Delaware limited liability company ("Purchaser") and AIG Asian Opportunity Fund LP, a limited partnership organized under the laws of the Cayman Islands ("Shareholder").

WHEREAS, concurrently with the execution of this Agreement, eTelecare Global Solutions, Inc., a Philippines corporation ("Company") and Purchaser are entering into an Acquisition Agreement of even date herewith (the "Acquisition Agreement");

WHEREAS, capitalized terms used but not defined in this Agreement have the meanings ascribed thereto in the Acquisition Agreement;

WHEREAS, as of the date hereof, Shareholder is the record and beneficial owner of 1,966,266 shares of common stock, \$PhP2.00 par value ("Common Shares"), each of which represents the right to receive one Common Share (together, the "Shares") as set forth on Annex 1 hereto (such Shares, together with any other Common Shares or ADSs acquired by Shareholder after the date hereof (including pursuant to any exercise of Company Options or Company RSUs, or exercise or conversion of other securities), being collectively referred to herein as the "Shareholder Shares"); and

WHEREAS, as a condition to its willingness to enter into the Acquisition Agreement, Purchaser has required that Shareholder enter into this Agreement and, in order to induce Purchaser to enter into the Acquisition Agreement, Shareholder is willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Agreements of Shareholder.

(a) Tender. Unless this Agreement shall have been terminated in accordance with the terms of this Agreement, Shareholder shall (i) as promptly as practicable after the commencement of the Offer and in any event with respect to the Shareholder Shares owned as of the date of the commencement of the Offer, within ten (10) business days of the commencement of the Offer, validly tender or cause to be tendered all of the Shareholder Shares into the Offer, pursuant to and in accordance with the terms of the Offer and (ii) not withdraw any Shareholder Shares from the Offer. As promptly as practicable after the commencement of the Offer and in any event with respect to the Shareholder Shares owned as of the date of the commencement of the Offer, within ten (10) business days of the commencement of the Offer, Shareholder shall (i) deliver to the depository designated in the Offer (the "Depository") (A) a letter of transmittal with respect to the Shareholder Shares, complying with the terms of the Offer, (B) a certificate or certificates representing such Shareholder Shares or, in the case of a book-entry transfer of any uncertificated Shareholder Shares, an "agent's message" or such other evidence of transfer as the Depository may reasonably request, and (C) all other documents or instruments required to be delivered by all other shareholders of Company pursuant to the terms of the Offer, and (ii) if any Shareholder Shares beneficially owned by such Shareholder are held of record by a broker or any other Person, instruct the broker or such other Person to tender such Shareholder Shares pursuant to and in accordance with the terms of the Offer. The Shareholder acknowledges and agrees that the Purchaser's obligation to accept for payment and pay for the shares is subject to the terms and conditions of the Offer.

(b) Voting. From the date hereof until the termination of this Agreement in accordance with Section 4, and subject to Section 5(a), at any meeting of the Shareholders of Company, however called (or any action by written consent in lieu of a meeting), or any adjournment thereof, Shareholder shall vote or cause to be voted all Shareholder Shares or (as appropriate) execute written consents in respect thereof, (i) in favor of (A) any adoption of the Acquisition Agreement and approval of the transactions contemplated thereby, and (B) any other matter necessary for the consummation of the transactions contemplated by the Acquisition Agreement and the Offer; and (ii) against (w) any action or agreement (including any amendment of any agreement) that would

result in a breach of any representation, warranty, covenant, agreement or other obligation of Company in the Acquisition Agreement, (x) any extraordinary corporate transaction, including, an Acquisition Proposal, merger, acquisition, joint venture, sale, consolidation, reorganization, liquidation or winding up of or involving Company and a third party, or any other proposal of a third party to acquire Company or all or substantially all of the assets thereof and (y) any amendment of Company Corporate Documents or change in any manner the voting rights of any class of capital stock, except as may be requested in writing by Purchaser, unless, in the case of clause (ii) Purchaser has otherwise consented to such action in writing. Shareholder shall also not commit or agree to take any action inconsistent with the foregoing. Any such vote shall be cast (or consent shall be given) by Shareholder in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining that a quorum is present and for purposes of recording the results of such vote (or consent). Shareholder shall execute and deliver to Purchaser any proxy cards that such Shareholder receives to vote in favor of any transactions contemplated by the Acquisition Agreement.

(c) Irrevocable Proxy. In furtherance of Shareholder's agreement in Section 1(b) above, Shareholder hereby grants and appoints Purchaser and Purchaser's designees, and each of them individually, as Shareholder's proxy and attorney-in-fact (with full power of substitution) for and in the name, place and stead of Shareholder to dissent, consent, or otherwise use such voting power to vote all Shareholder Shares (at any meeting of Shareholders of Company however called or any adjournment thereof) or to execute one or more written consents in respect of the Shareholder Shares as contemplated in Section 1(b). Such proxy shall (A) be valid and shall not be revoked until the termination of this Agreement pursuant to Section 4, and (B) automatically terminate upon such date. Shareholder represents that any and all other proxies heretofore given in respect of Shareholder Shares are revocable, and that such other proxies have been revoked. Shareholder affirms that the foregoing proxy is: (x) given (A) in connection with the execution of the Acquisition Agreement and (B) to secure the performance of Shareholder's duties under this Agreement, (y) coupled with an interest and may not be revoked except as otherwise provided in this Agreement and (z) intended to be irrevocable prior to termination of this Agreement in accordance with this Agreement and applicable Law. The Shareholder hereby ratifies and confirms all that such proxies and attorneys-in-fact may lawfully do or cause to be done by virtue hereof.

(d) Restriction on Transfer; Proxies; Non-Interference; etc. From the date hereof until the termination of this Agreement pursuant to Section 4, Shareholder shall not directly or indirectly (i) sell, transfer (including by operation of law), give, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement (including profit-sharing) or understanding with respect to the sale, transfer, gift, pledge, encumbrance, assignment or other disposition of, any Shareholder Shares (or any right, title or interest thereto or therein), (ii) deposit any Shareholder Shares into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Shareholder Shares (other than as contemplated herein), (iii) take any action that would make any representation or warranty of Shareholder set forth in this Agreement untrue or incorrect in any material respect or have the effect of preventing, disabling or delaying Shareholder from performing any of its obligations under this Agreement or (iv) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i), (ii) or (iii) of this Section 1(d). Any attempted transfer of Shareholder Shares in violation of this Section 1(d) shall be null and void. In addition, from and after the Acceptance Date, Shareholder will cause any of its designees on Company's (or any of its Subsidiaries') Board of Directors (or any committee thereof) to resign to the extent necessary to enable Company to comply with the Acquisition Agreement.

(e) No Solicitation. From the date hereof until the termination of this Agreement pursuant to Section 4, Shareholder shall, and shall cause its Affiliates and its and its Affiliates' directors, officers, employees, agents and other representatives (including any investment banker, attorney or accountant retained by it or any of its Affiliates) (collectively, the "Shareholder Representatives") not to, initiate, solicit, knowingly encourage or otherwise facilitate (including by way of furnishing information) any inquiries or the making of any inquiry, proposal or offer, with respect to or which may reasonably be expected to lead to any Acquisition Proposal. Shareholder further agrees that neither it nor any of its Affiliates nor any of its or its Affiliates' directors, officers, or employees shall, and that it shall direct and use its reasonable best efforts to cause its and its Affiliates' agents and representatives not to, engage in any negotiations concerning, or provide any confidential information or data to, or have any discussions with, any Person relating to an Acquisition Proposal, or otherwise facilitate any effort or attempt to make or implement an Acquisition Proposal or otherwise enter into any agreement with respect to an Acquisition Proposal. Shareholder agrees that it will immediately cease and cause to

be terminated any existing discussions or negotiations with any parties conducted heretofore with respect to any Acquisition Proposal. Shareholder agrees that it will take the necessary steps to promptly inform the Shareholder Representatives of the obligations undertaken by Company in this Section 1(e). Shareholder shall use reasonable best efforts to obtain the return from all such Persons or cause the destruction of all copies of confidential information previously provided to any such parties by Shareholder or Shareholder Representatives. Further, Shareholder agrees to comply with the provisions of Section 4.2 of the Acquisition Agreement as if a party thereto. Shareholder shall promptly advise Purchaser, orally and in writing, and in no event later than 24 hours after receipt, if any proposal, offer, inquiry or other contact is received by, any information is requested from, or any discussions or negotiations are sought to be initiated or continued with, Shareholder in respect of any Acquisition Proposal, and shall, in any such notice to Purchaser, indicate the identity of the Person making such proposal, offer, inquiry or other contact and the terms and conditions of any proposals or offers or the nature of any inquiries or contacts (and shall include with such notice copies of any written materials received from or on behalf of such Person relating to such proposal, offer, inquiry or request), and thereafter shall promptly keep Purchaser fully informed of all material developments affecting the status and terms of any such proposals, offers, inquiries or requests (and Shareholder shall provide Purchaser with copies of any additional written materials received that relate to such proposals, offers, inquiries or requests). As used in this paragraph, "Affiliates" of Shareholder shall not include Company.

(f) Conduct of Shareholder. Until any termination of this Agreement in accordance with its terms, Shareholder (i) shall maintain its status as duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and (ii) shall not dissolve, merge or combine with any Person, or adopt any plan of complete or partial liquidation, in each case, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed, it being agreed that Purchaser may withhold its consent only if in its reasonable judgment the proposed action would jeopardize the benefits intended to be provided to Purchaser under this Agreement.

(g) Publication. Shareholder consents to Purchaser publishing and disclosing in the Offer Documents Shareholder's identity and ownership of Shares and the nature of Shareholder's commitments, arrangements and understandings under this Agreement. Except with Purchaser's prior written consent, Shareholder shall not issue any press release or make any other public statement with respect to this Agreement, the Acquisition Agreement, the transactions contemplated thereby, or the Offer, except as may be required by applicable Law.

(h) Stop Transfer Instructions. Shareholder shall give (and hereby consents to Purchaser giving) stop transfer instructions to the transfer agent for the Shareholder Shares subject to the terms and conditions of this Agreement; *provided, however* that any such stop transfer restriction shall terminate automatically without any notice or action by any Person upon the termination of this Agreement in accordance with Section 4.

(i) Legends. If so requested by Purchaser and to the extent the Shareholder Shares are certificated, Shareholder agrees that its Shareholder Shares shall bear a legend stating that they are subject to this Agreement and that actions in breach of Section 1(d) are null and void; *provided; however* Company shall remove such legend upon the termination of this Agreement in accordance with Section 4.

2. Representations and Warranties of Shareholder. Shareholder hereby represents and warrants to Purchaser as follows:

(a) Organization; Authority. Shareholder is a limited partnership duly organized, validly existing and in good standing under the laws of Cayman Islands. Shareholder has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by Shareholder of this Agreement and the transactions contemplated hereby have been duly authorized and approved by all necessary action on the part of Shareholder and no further action on the part of Shareholder is necessary to authorize the execution and delivery by Shareholder of this Agreement or the performance by Shareholder of its obligations under this Agreement. This Agreement has been duly executed and delivered by Shareholder and, assuming due and valid authorization, execution and delivery hereof by

Purchaser, constitutes a valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Consents and Approvals; No Violations. No consents or approvals of, or filings, declarations or registrations with, any Governmental Entity are necessary for the performance by Shareholder of its obligations under this Agreement, other than (i) the filing of reports, if any, under Sections 13(d), 13(e) and 16 of the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby and (ii) such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by Shareholder of any of its obligations under this Agreement. Neither the execution and delivery of this Agreement by Shareholder, nor the performance by Shareholder of its obligations under this Agreement, will (A) conflict with or violate any provision of the organizational documents of Shareholder or (B) (x) violate any Law, judgment, writ or injunction of any Governmental Entity applicable to Shareholder or any of its properties or assets, or (y) violate, conflict with, result in the loss of any material benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the properties or assets of Shareholder (including the Shareholder Shares) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, permit, lease, agreement or other instrument or obligation to which Shareholder is a party, or by which its properties or assets may be bound or affected, except, in the case of clause (B), for such violations, conflicts, losses, defaults, terminations, cancellations, accelerations or Liens as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by Shareholder of any of its obligations under this Agreement.

(c) Ownership of Shares. Shareholder owns, beneficially and of record, all of the Shareholder Shares. Shareholder owns all of the Shareholder Shares free and clear of any proxy, voting restriction, adverse claim or other Lien (other than proxies and restrictions in favor of Purchaser pursuant to this Agreement and except for such transfer restrictions of general applicability as may be provided under the Securities Act and the “blue sky” laws of the various states of the United States or other applicable Law). Without limiting the foregoing, except for proxies and restrictions in favor of Purchaser pursuant to this Agreement and except for such transfer restrictions of general applicability as may be provided under the Securities Act and the “blue sky” laws of the various states of the United States or other applicable Law, Shareholder has sole voting power and sole power of disposition and full power to issue instructions with respect to all Shareholder Shares, with no restrictions on Shareholder’s rights of voting or disposition pertaining thereto and no Person other than Shareholder has any right to direct or approve the voting or disposition of any Shareholder Shares. As of the date hereof, Shareholder does not own, beneficially or of record, any securities of Company (including Company Options or Company RSUs) other than the Shares listed on Annex I which constitute Shareholder Shares.

(d) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission that is payable by Company, Purchaser or any of Company’s Subsidiaries in connection with the transactions contemplated by the Acquisition Agreement or the Offer based upon arrangements made by or on behalf of Shareholder.

(e) Litigation. There is no action, suit, investigation, complaint or other proceeding pending against the Shareholder or, to the knowledge of the Shareholder, threatened against the Shareholder or any other Person that restricts in any material respect or prohibits (or, if successful, would restrict or prohibit) the exercise by any party of its rights under this Agreement or the performance by any party of its obligations under this Agreement.

(f) Shareholder Has Adequate Information. The Shareholder is a sophisticated investor and has independently and without reliance upon Purchaser and based on such information as the Shareholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Shareholder acknowledges that Purchaser has not made nor makes any representation or warranty to the Shareholder, whether express or implied, of any kind or character except as expressly set forth in this Agreement.

(g) Reliance. The Shareholder understands and acknowledges that Purchaser is entering into the Acquisition Agreement in reliance upon the Shareholder’s execution and delivery of this Agreement.

(h) No Setoff. To the knowledge of the Shareholder, there are no legal or equitable defenses or counterclaims that have been or may be asserted by or on behalf of Company, as applicable, to reduce the amount of the Shareholder Shares or affect the validity or enforceability of the Shareholder Shares.

3. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Shareholder as follows:

(a) Organization; Authority. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by Purchaser of this Agreement and the transactions contemplated hereby have been duly authorized and approved by all necessary action on the part of Purchaser and no further action on the part of Purchaser is necessary to authorize the execution and delivery by Purchaser of this Agreement or the performance by Purchaser of its obligations under this Agreement. This Agreement has been duly executed and delivered by Purchaser and, assuming due and valid authorization, execution and delivery hereof by Shareholder, constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Consents and Approvals; No Violations. No consents or approvals of, or filings, declarations or registrations with, any Governmental Entity are necessary for the performance by Purchaser of its obligations under this Agreement, other than those approvals contemplated by the Acquisition Agreement, the filing of reports, if any, under Sections 13(d), 13(e) and 16 of the Exchange Act as may be required in connection with this Agreement, the Acquisition Agreement of the transactions contemplated thereby, and the Offer, and such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by Purchaser of any of its obligations under this Agreement. Neither the execution and delivery of this Agreement by Purchaser, nor the performance by Purchaser of its obligations under this Agreement, will (A) conflict with or violate any provision of the organizational documents of Purchaser or (B) (x) violate any Law, judgment, writ or injunction of any Governmental Entity applicable to Purchaser or any of its properties or assets, or (y) violate, conflict with, result in the loss of any material benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the properties or assets of Purchaser under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, permit, lease, agreement or other instrument or obligation to which Purchaser is a party, or by which its properties or assets may be bound or affected, except, in the case of clause (B), for such violations, conflicts, losses, defaults, terminations, cancellations, accelerations or Liens as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the performance by Purchaser of any of its obligations under this Agreement.

4. Termination. This Agreement may be terminated by mutual consent of Shareholder and Purchaser. This Agreement shall terminate effective immediately upon the termination of the Acquisition Agreement in accordance with its terms; provided however, that notwithstanding the foregoing, (i) the provisions of this Section 4 and Section 5 (other than Section 5(e)) shall survive any termination of this Agreement and (ii) nothing herein shall relieve any party from liability for breach of this Agreement.

5. Miscellaneous.

(a) Action in Shareholder Capacity Only. The parties acknowledge that this Agreement is entered into by Shareholder in its capacity as owner of the Shareholder Shares and that nothing in this Agreement shall in any way restrict or limit the Shareholder, or any person who is an Affiliate of Shareholder, or any other officer or director of the Company, from taking or refraining from taking any action in his or her capacity as a director or officer of Company that is necessary for him or her to comply with her or her fiduciary or other duties as a director or officer of Company.

(b) Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(c) Additional Shares. Until any termination of this Agreement in accordance with its terms, Shareholder shall promptly notify Purchaser of any change in the number of Shareholder Shares, if any, as to which Shareholder acquires record or beneficial ownership after the date hereof. Any Shares as to which Shareholder acquires record or beneficial ownership after the date hereof and prior to termination of this Agreement shall be Shareholder Shares for purposes of this Agreement. Without limiting the foregoing, in the event of any stock split, stock dividend or other change in the capital structure of Company affecting Company Common Shares (including ADSs), the number of Shares constituting Shareholder Shares shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional Shares or other voting securities of Company issued to Shareholder in connection therewith.

(d) Definition of “Beneficial Ownership”. For purposes of this Agreement, “beneficial ownership” with respect to (or to “own beneficially”) any securities shall mean having “beneficial ownership” of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act), including pursuant to any agreement, arrangement or understanding, whether or not in writing.

(e) Further Assurances. From time to time, at the request of Purchaser and without further consideration, Shareholder shall execute and deliver such additional documents and take (or cause to be taken as the case may be) all such further action as may be reasonably required, necessary or proper to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

(f) Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement is not intended to and shall not confer upon any Person other than the parties hereto any rights hereunder.

(g) Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Purchaser may assign its rights and interests hereunder to any wholly-owned subsidiary of Purchaser, Affiliate or other entity under control of the beneficial owners of Purchaser, if such assignment would not cause a delay in the consummation of any of the transactions contemplated hereby, provided that no such assignment shall relieve Purchaser of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section shall be null and void. No past, present or future director, officer, employee, Affiliate, incorporator, member, partner or shareholder of Purchaser shall have any liability for any obligations of Purchaser under this Agreement or for any claim based on, in respect of, or by reason of, the Offer or the transactions contemplated hereby.

(h) Amendments; Waiver. This Agreement may not be amended or supplemented, except by a written agreement executed by the parties hereto. Any party to this Agreement may (A) waive any inaccuracies in the representations and warranties of any other party hereto or extend the time for the performance of any of the obligations or acts of any other party hereto or (B) waive compliance by the other party with any of the agreements contained herein. Notwithstanding the foregoing, no failure or delay by Purchaser in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

(i) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties

hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(j) Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by the other parties hereto.

(k) Descriptive Headings. Headings of Sections and subsections of this Agreement are for convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

(l) Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

(m) Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Purchaser, to:

Attention: _____

Facsimile: _____

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
29th Floor, Gloucester Tower
The Landmark, 15 Queen's Road Central
Hong Kong

Attention: Peter Feist

Telephone: (852) 3476 9100

Facsimile: (852) 3015-9354

with a copy to (which shall not constitute notice):

SyCip Salazar Hernandez & Gatmaitan
SSHG Center, 105 Paseo De Roxas
Makati City 1226 Philippines

Attention: Hector de Leon, Jr.

Maria Teresa D. Mercado-Ferrer

Telephone: (632) 817-9811

Facsimile: (632) 817-3896

if to Shareholder, to:

AIG Global Investment Corp. (Asia) Ltd.
23rd Floor, Philamlife Tower, 8767 Paseo de Roxas, Makati City, Philippines 1226

Attention: Rafael Reyes

Facsimile: (63-2) 885-8882

with a copy (which shall not constitute notice) to:

Attention: _____

Facsimile: _____

or such other address or facsimile number as such party may hereafter specify for the purpose, by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 P.M. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

(n) Voidability. If prior to the execution hereof, the Board of Directors of Company shall not have duly and validly authorized and approved by all necessary corporate action, the Acquisition Agreement and transactions contemplated hereby and thereby, so that by the execution and delivery hereof Purchaser would become, or could reasonably be expected to become subject to any restrictive provision of any applicable “fair price,” “moratorium,” “control share acquisition,” “interested shareholder” or other similar anti-takeover Law, then this Agreement shall be void and unenforceable until such time as such authorization and approval shall have been duly and validly obtained.

(o) Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(p) Governing Law; Enforcement; Jurisdiction; Waiver of Jury Trial.

(i) This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State; provided that for the avoidance of doubt, any corporation law matters with respect to the Company and its shareholders shall be governed by Philippines law.

(ii) All claims arising out of or relating to this Agreement shall be heard and determined exclusively in any Delaware state or federal court sitting in New Castle County, Delaware. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in New Castle County, Delaware for the purpose of any Claim arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the Claim is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

(iii) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

(iv) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court sitting in New Castle County, Delaware, without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

EGS Acquisition Co LLC

By: /s/ R. Davis Noell

Name: R. Davis Noell

Title: Vice President

By: /s/ Solomon M. Hermosura

Name: Solomon M. Hermosura

Title: Vice President

AIG Asian Opportunity Fund LP

By: /s/ Rafael Ll. Reyes

Name: Rafael Ll. Reyes

Title: Executive Director

AIG Global Investment Corp. (Asia) Ltd.

Annex 1

<u>Shareholder</u>	<u>Common Shares</u>	<u>ADS</u>	<u>Company Stock Options</u>	<u>Company RSUs</u>	<u>Total Shareholder Shares</u>
AIG Asian Opportunity Fund LP	1,966,266	0	n/a	n/a	1,966,266