

Form A
表格甲

The whole of this document must be returned to be valid.
本文件必須整份交回，方為有效。

Provisional allotment letter No.
暫定配額通知書編號

IMPORTANT
重要提示

Reference is made to the prospectus (the "Prospectus") issued by iCube Technology Holdings Limited (the "Company") dated 28 August 2013 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires.

茲提述中國微電子科技集團有限公司(「本公司」)就供股所刊發日期為二零一三年八月二十八日之供股章程(「供股章程」)。除文義另有所指外，於供股章程所界定之詞彙於本表格中具相同涵義。

IF YOU ARE IN DOUBT AS TO THE CONTENTS OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS DOCUMENT TO THE PURCHASER(S) OR TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER, REGISTERED INSTITUTIONS IN SECURITIES OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR TRANSFEREE(S).

閣下如對本文件之內容或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、持牌證券機構、銀行經理、律師、專業會計師或其他專業顧問。閣下如已將名下之本公司股份全部售出或轉讓，應立即將供股章程連同本文件送交買主或受讓人，或送交買主或受讓人之銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或受讓人。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRE AT 4:00 P.M. ON WEDNESDAY, 11 SEPTEMBER 2013.

本文件具有價值及可轉讓，務請閣下立即處理。本文件及隨附之額外申請表格所載之要約於二零一三年九月十一日(星期三)下午四時正截止。

Dealings in the Shares and the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS and you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

香港交易及結算所有限公司、聯交所及香港結算對本文件之內容概不負責。對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本文件全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange, as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other date(s) as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

於未繳股款及繳足股款供股股份獲准上市及買賣並符合香港結算之股份收訖規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，自未繳股款及繳足股款供股股份各自於聯交所開始買賣之日或香港結算指定之其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日於中央結算系統內交收。中央結算系統內之一切活動均須根據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

iCube Technology Holdings Limited

中國微電子科技集團有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 139)

(股份代號: 139)

RIGHTS ISSUE ON THE BASIS OF TWO RIGHTS SHARES FOR EVERY SHARE HELD ON THE RECORD DATE AT HK\$0.10 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, 11 SEPTEMBER 2013

按於記錄日期每持有一股股份獲發兩股供股股份之基準
按每股供股股份 0.10 港元進行供股
股款須不遲於二零一三年九月十一日(星期三)下午四時正接納時繳足

Registered office:

註冊辦事處:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Principal place of

business in Hong Kong:
香港主要營業地點:
Room 1603-5
Harcourt House
39 Gloucester Road
Wanchai
Hong Kong
香港
灣仔
告士打道 39 號
夏慤大廈
1603-05 室
28 August 2013
二零一三年八月二十八日

Hong Kong Branch Share Registrar:

Tricor Tengis Limited
26/F., Tesbury Centre
28 Queen's Road East
Wanchai
Hong Kong

香港股份過戶登記分處:

卓佳登捷時有限公司
香港灣仔
皇后大道東 28 號
金鐘匯中心 26 樓

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Name(s) and address of the Qualifying Shareholder(s)

合資格股東姓名及地址

[Blank box for shareholder name and address]

BOX A
甲欄

Total number of Shares registered in your name(s) on Tuesday, 27 August 2013
於二零一三年八月二十七日(星期二)登記於閣下名下之股份總數

[Blank box for total number of shares registered]

Total number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 P.M. on Wednesday, 11 September 2013
暫定配發予閣下之供股股份總數，有關股款應須於二零一三年九月十一日(星期三)下午四時正接納時繳足

BOX B
乙欄

Total subscription monies payable
應繳認購款項總額

[Blank box for total subscription monies payable]

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES IN FULL, YOU MUST LODGE THIS DOCUMENT INTACT WITH THE HONG KONG BRANCH SHARE REGISTRAR, TRICOR TENGIS LIMITED AT 26/F., TESBURY CENTRE, 28 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE HONG KONG BRANCH SHARE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 11 SEPTEMBER 2013. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND MUST BE FORWARDED EITHER BY CHEQUE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDER ISSUED BY, A LICENSED BANK IN HONG KONG. ALL SUCH CHEQUES OR CASHIER'S ORDERS MUST BE MADE PAYABLE TO "iCUBE TECHNOLOGY HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF.

閣下如欲全數接納供股股份之暫定配額，必須將本文件連同以港元兌付上列表格所示之全數款項，於二零一三年九月十一日(星期三)下午四時正前送交香港股份過戶登記處或信託證券有限公司(地址為香港灣仔皇后大道東 28 號金鐘匯中心 26 樓)。所有款項均須以港元匯付，並須以香港持牌銀行戶口開出之支票或香港持牌銀行發出之銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「iCUBE TECHNOLOGY HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT」以「只准入抬頭人賬戶」劃線方式匯付。有關轉讓及分拆之指示載於背頁，而繳款將不會獲發收據。

NO PERSON RECEIVING A PROVISIONAL ALLOTMENT LETTER IN ANY JURISDICTION OTHER THAN HONG KONG MAY TREAT IT AS AN OFFER OR AN INVITATION TO APPLY FOR THE RIGHTS SHARES, UNLESS IN THE RELEVANT JURISDICTION, SUCH AN OFFER OR INVITATION TO APPLY FOR THE RIGHTS SHARES COULD LAWFULLY BE MADE WITHOUT COMPLIANCE WITH ANY REGISTRATION OR OTHER LEGAL OR REGULATORY REQUIREMENTS OF SUCH JURISDICTION. IT IS THE RESPONSIBILITY OF ANYONE OUTSIDE HONG KONG WISHING TO MAKE AN APPLICATION FOR THE RIGHTS SHARES TO SATISFY HIMSELF/HIMSELF/ITSELF BEFORE EXERCISING ANY RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARES, AS TO THE OBSERVANCE OF THE LAWS AND REGULATIONS OF ALL RELEVANT JURISDICTIONS, INCLUDING THE OBTAINING OF ANY GOVERNMENTAL OR OTHER CONSENTS AND TO PAY ANY TAXES AND DUTIES REQUIRED TO BE PAID IN SUCH JURISDICTION IN CONNECTION THEREWITH. THE COMPANY RESERVES THE RIGHT TO REFUSE TO ACCEPT AN APPLICATION FOR THE RIGHTS SHARES IF IT BELIEVES THAT DOING SO WOULD VIOLATE THE APPLICABLE SECURITIES OR OTHER LAWS OR REGULATIONS OF ANY JURISDICTION.

除香港以外任何司法管轄區獲准接納供股股份之任何人士，概不得將之視為申請供股股份之要約或邀請，除非於有關司法管轄區內遵守該司法管轄區的任何登記或其他法律或監管規定即可合法作出該項申請供股股份之要約或邀請。香港境外之任何人士如欲申請認購供股股份，則有責任在行使認購供股股份的任何權利前確保已遵守所有有關司法管轄區之法律及法規，包括取得任何所需之同意，及於該司法管轄區內遵守有關法律及法規。倘本公司認為接納供股股份之申請將違反任何司法管轄區之證券或其他法律或法規，則本公司保留拒絕接納任何該等供股股份申請之權利。

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the Latest Termination Date if:

- (a) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the representations or warranties contained in this Agreement is untrue, inaccurate, misleading or breached, and in each case the same is (in the reasonable opinion of the Underwriter) material in the context of the Rights Issue; or
- (b) (i) any new law or regulation is enacted, or there is any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong, Bermuda or elsewhere;
- (ii) any change in local, national or international financial, political, industrial or economic conditions;
- (iii) any change of an exceptional nature in local, national or international equity securities or currency markets;
- (iv) any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
- (v) any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange; or
- (vi) any change or development involving a prospective change in taxation or exchange controls in Hong Kong, Bermuda or elsewhere, which event or events is or are in the reasonable opinion of the Underwriter:-
- (1) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or
- (2) likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares taken up; or
- (3) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue, then and in such case, that Underwriter may, in addition to and without prejudice to any other remedies to which the Underwriter may be entitled, by notice in writing to the Company terminate the Underwriting Agreement.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any such matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

終止包銷協議

包銷商在發生以下事件時，於最後終止日期下午四時正前任何時間，以書面通知本公司終止包銷協議所載之安排：

- (a) 包銷商知悉或有合理理由相信包銷協議所載之任何陳述或保證失實、不準確、有誤或遭違反，且包銷商於各情況下合理認為上述事宜對包銷商有重大不利影響；或
- (i) 香港、國家或國際法律、稅法、工業或經濟情況出現任何變動；
- (ii) 地區、國家或國際股本證券或貨幣市場出現任何特殊變動；
- (iii) 地區、國家或國際股本證券或貨幣市場出現任何特殊變動；
- (iv) 任何地區、國家或國際爆發或擴大對衝突、起義或武裝衝突；
- (v) 聯交所全面停止或暫停證券買賣或對有關買賣施加重大限制；或
- (vi) 香港、國家或國際法律、稅法、工業或經濟情況出現任何變動或預期將產生變動之發展，而包銷商合理認為上述一項或多項事件：-
- (1) 可能會對本集團之整體業務、財務狀況或前景構成重大不利影響；或
- (2) 可能會對供股之成功或供股股份之認購或接納構成重大不利影響；或
- (3) 對聯交所嚴重、令該處進行供股屬不恰當、不智或不適當。

則包銷商可在其本身有權作出之任何其他補救措施以外，且在不受該等補救措施之情況下，向本公司發出書面通知終止包銷協議。

除發出有關通知外，包銷商於包銷協議項下之一切責任將終止及終結(惟任何事先反除外)，而包銷協議任何訂約方不得就包銷協議所產生或與之有關之任何事宜或事項向任何其他方提出任何申索。倘若包銷商行使有關權利，則供股將不會進行。

* For Identification purpose only
僅供識別

IN THE EVENT OF TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓認購本文件所指之供股股份之權利時，每宗買賣均須繳付從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their/its rights to subscribe for the Rights Share(s) comprised herein)
(僅供有意轉讓本表格所列彼/彼等認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors
ICube Technology Holdings Limited

致: 中國微電子科技集團有限公司
列位董事 台照

Dear Sirs,
I/We* hereby transfer all my/our rights to subscribe for the Rights Shares comprised in this Provisional Allotment Letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者:
本人/吾等*謹將本暫定配額通知書所列本人/吾等認購供股股份之全部權利轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

* Delete as appropriate
* 刪去不適用者

Date: _____ 2013

日期: 二零一三年 _____ 月 _____ 日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).
附註: 轉讓認購供股股份之權利須繳付香港印花稅。

Form C
表格丙

REGISTRATION APPLICATION FORM
登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Share(s) has/have been transferred)
(僅供已獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors
ICube Technology Holdings Limited

Dear Sirs,
I/We* request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our* name(s) and I/we* agree to accept the same on the terms set out in this Provisional Allotment Letter and the accompanying Prospectus and subject to the memorandum of association and bye-laws of the Company.

敬啟者:
本人/吾等*謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人/吾等*名下,本人/吾等*同意按照本暫定配發通知書及隨附之供股章程所載之條款,並在貴公司之公司組織章程大綱及細則之規限下接納此等股份。

此致

中國微電子科技集團有限公司
列位董事 台照

Existing Shareholder(s)
please mark "X" in this box
現有股東請在欄內填上「X」號

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文大楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。
For Chinese applicant, please provide your name in both English and Chinese.
中國籍申請人請同時填寫中、英文姓名。

Name of applicant in English 申請人英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名
Name(s) of joint applicants in English (if applicable) 聯名申請人姓名(如適用)			
Address in English 英文地址			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 派息指示			
Name and address of bank 銀行名稱及地址			Bank account no. 銀行賬戶號碼

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicant(s) must sign) 申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2013

日期: 二零一三年 _____ 月 _____ 日

NOTE: Hong Kong Stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).
附註: 轉讓認購供股股份之權利須繳付香港印花稅。

* Delete as appropriate
* 刪去不適用者

ICube Technology Holdings Limited
中國微電子科技集團有限公司*
(Incorporated in Bermuda with limited liability)
(Stock Code: 139)

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the “**Prospectus**”) issued by ICube Technology Holdings Limited (the “**Company**”) dated 28 August 2013 in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings in this Provisional Allotment Letter unless the context indicates otherwise. In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of two Rights Shares for every Share registered in your name on the register of members of the Company on the Record Date (i.e. Tuesday, 27 August 2013). Your holding of the Shares on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

Any Rights Shares provisionally allotted, but not accepted, will be available for excess applications by the Qualifying Shareholders using the accompanying Excess Application Form.

The Rights Shares, when allotted, issued and fully-paid, will rank pari passu in all respects with the then existing Shares in issue such that holders of such Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares.

The Prospectus Documents have not been registered or filed under the applicable securities laws or equivalent legislation of any jurisdiction other than Hong Kong.

It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of the relevant jurisdictions, including the obtaining of any government or other consents and to pay any taxes and duties required to be paid in such jurisdictions, in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. The Company reserves the right to refuse to accept any acceptances of or applications for the Rights Shares where it believes that doing so would violate applicable securities or other laws or regulations of any territory or jurisdiction.

Termination of the Underwriting Agreement

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the Latest Termination Date if:

- (a) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the representations or warranties contained in this Agreement is untrue, inaccurate, misleading or breached, and in each case the same is (in the reasonable opinion of the Underwriter) material in the context of the Rights Issue; or
- (b) (i) any new law or regulation is enacted, or there is any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong, Bermuda or elsewhere;
- (ii) any change in local, national or international financial, political, industrial or economic conditions;
- (iii) any change of an exceptional nature in local, national or international equity securities or currency markets;
- (iv) any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
- (v) any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange; or
- (vi) any change or development involving a prospective change in taxation or exchange controls in Hong Kong, Bermuda or elsewhere,

which event or events is or are in the reasonable opinion of the Underwriter:–

- (1) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or
- (2) likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares taken up; or
- (3) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

then and in such case, that Underwriter may, in addition to and without prejudice to any other remedies to which the Underwriter may be entitled, by notice in writing to the Company terminate the Underwriting Agreement.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

The Shares have been dealt in on an ex-rights basis from Monday, 19 August 2013. Dealings in the Rights Shares in nil-paid form will take place from Friday, 30 August 2013 to Friday, 6 September 2013 (both days inclusive). If the conditions of the Rights Issue are not fulfilled in accordance with the Underwriting Agreement on or before the time and date specified therein, or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed.

Any Shareholders or other persons contemplating dealing in the Shares or nil-paid Rights Shares will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed, and are recommended to consult their own professional advisers.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of this original Provisional Allotment Letter intact with the Hong Kong Branch Share Registrar, Tricor Tengis Limited at 26/F., Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Hong Kong Branch Share Registrar by no later than 4:00 p.m. on Wednesday, 11 September 2013. This will constitute acceptance of the provisional allotment and entitlements on the terms of this Provisional Allotment Letter and the Prospectus and subject to the memorandum of association and by-laws of the Company. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier’s order issued by, a licensed bank in Hong Kong. All such cheques and cashier’s order must be made payable to “ICUBE TECHNOLOGY HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT” and crossed “Account Payee Only”. No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Hong Kong Branch Share Registrar at the above address.

It should be noted that unless this Provisional Allotment Letter, duly completed, together with the appropriate remittance as shown in Box C, has been received in the manner as described above by no later than 4:00 p.m. on Wednesday, 11 September 2013, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Share(s) have been validly transferred, your provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a Provisional Allotment Letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you under the Provisional Allotment Letter, you must complete and sign the form of transfer and nomination (Form B), and hand this original Provisional Allotment Letter to the person(s) to or through whom you are transferring your rights under the Provisional Allotment Letter. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Hong Kong Branch Share Registrar, Tricor Tengis Limited at 26/F., Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong, so as to be received by the Hong Kong Branch Share Registrar by no later than 4:00 p.m. on Wednesday, 11 September 2013. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “ICUBE TECHNOLOGY HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT” and crossed “Account Payee Only”. It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you, or to transfer your rights to more than one person, this original Provisional Allotment Letter must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Tuesday, 3 September 2013 to the Hong Kong Branch Share Registrar, Tricor Tengis Limited at 26/F., Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong which will cancel this original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required, which will be available for collection at the same place on the second Business Day after you surrender of the original Provisional Allotment Letter.

FRACTIONS OF RIGHTS SHARES

On the basis of provisional allotment of two Rights Shares for every Share held by the Qualifying Shareholders at the close of business on the Record Date, no fractional entitlements to the Rights Shares will arise under the Rights Issue.

EXCESS RIGHTS SHARES

Qualifying Shareholders are entitled to apply, by way of excess application, for any unsold Rights Shares created by any nil-paid Rights Shares provisionally allotted but not accepted. Applications for excess Rights Shares may be made by completing the Excess Application Forms and lodging the same with a separate remittance for the excess Rights Shares being applied for.

Shareholders with their Shares held by a nominee company (or which are held with CCASS) should note that the Board will regard the nominee company (including HKSCC Nominees Limited) as a single Shareholder according to the register of members of the Company.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his provisional allotment, he must complete and sign the enclosed Excess Application Form in accordance with the instructions printed on the Excess Application Form and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with Tricor Tengis Limited, the Hong Kong Branch Share Registrar, at 26/F., Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Wednesday, 11 September 2013. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier’s orders issued by, a licensed bank in Hong Kong and made payable to “ICUBE TECHNOLOGY HOLDINGS LIMITED – EXCESS APPLICATION ACCOUNT” crossed “Account Payee Only”. The Hong Kong Branch Share Registrar will notify the relevant Qualifying Shareholders of any allotment of excess Rights Shares made to them. An announcement of results of acceptance of and excess applications for the Rights Issue will be published on Wednesday, 18 September 2013.

CHEQUES AND CASHIER’S ORDER

All cheques and cashier’s orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Any Provisional Allotment Letter in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation is liable to being rejected. Completion and return of a Provisional Allotment Letter with a cheque and/or cashier’s order, whether by you or by any nominated transferee will constitute a warranty by the applicant that the cheque or cashier’s order will be honoured on first presentation. Without prejudice to other rights of the Company in respect thereof, the Company reserves the right to reject any Provisional Allotment Letter in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights under the provisional allotment will be deemed to have been declined and will be cancelled. Subject to the fulfillment of the conditions of the Rights Issue, refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be despatched by ordinary post at your risk to your registered addresses, or other persons entitled thereto, on or before Thursday, 19 September 2013.

SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be posted by ordinary mail by the Hong Kong Branch Share Registrar, Tricor Tengis Limited, to those Qualifying Shareholders who have paid for and accepted the Rights Shares at their risk to their registered addresses on or before Thursday, 19 September 2013.

You will receive one certificate for all the Rights Shares issued to you.

GENERAL

Lodgment of this Provisional Allotment Letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split Provisional Allotment Letters and/or the certificates for Rights Shares.

This Provisional Allotment Letter and any acceptance of the offer contained therein shall be governed by, and construed in accordance with, the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from the Hong Kong Branch Share Registrar, Tricor Tengis Limited at 26/F., Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong during normal business hours.

By completing, signing and submitting the forms accompanying this Provisional Allotment Letter, you agree to disclose to the Company, the Hong Kong Branch Share Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Hong Kong Branch Share Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Hong Kong Branch Share Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business in Room 1603-5, Harcourt House, 39 Gloucester Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary or (as the case may be) the Hong Kong Branch Share Registrar at its address set out above.

Yours faithfully,
By order of the Board of
ICube Technology Holdings Limited
Mr. Wong Howard
Chairman