

IMPORTANT  
重要提示

Reference is made to the prospectus issued by CMMB Vision Holdings Limited (the "Company") dated 23 March 2016 in relation to the Rights Issue (the "Prospectus"). Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires. 茲提述中國移動多媒體廣播控股有限公司(本公司)於2016年3月23日就供股刊發之招股章程(「招股章程」)。除文義另有所指外，於招股章程中所界定之詞彙與本文件採用者具相同涵義。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PROVISIONAL ALLOTMENT LETTER ("PAL") OR AS TO THE ACTIONS TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES IN THE COMPANY, YOU SHOULD CONSULT A LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. 閣下如有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。 閣下如對本暫定配額通知書(「暫定配額通知書」)之任何方面或應採取之行動有任何疑問或如 閣下已出售 閣下名下全部或部份本公司之股份，應諮詢 閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

Deals in the Shares, the Nil Paid Rights and the Rights Shares may be settled through CCASS and you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of the settlement arrangements and how such arrangements may affect your rights and interests. Existing Shares have been dealt in on an ex-rights basis from 17 March 2016. Deals in the Nil Paid Rights will take place from 29 March 2016 to 6 April 2016 (both days inclusive). 股份、未繳股款供股權及供股股份之買賣可通過中央結算系統進行交易。 閣下應諮詢 閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響 閣下之權利及權益。自2016年3月17日起，現有股份已按除權基準進行交易，未繳股款供股權將於2016年3月29日至2016年4月6日(首尾兩天包括在內)期間買賣。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this PAL, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this PAL. 香港交易及結算有限公司、香港聯合交易所有限公司(「聯交所」)及香港中央結算有限公司(「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。 A copy of each of the Prospectus Documents, having attached hereto the written consent referred to under the section headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). Neither the Securities and Futures Commission nor the Registrar of Companies in Hong Kong takes any responsibility as to the contents of any of these documents.

Subject to the granting of the listing of, and permission to deal in, the Nil Paid Rights and the Rights Shares on the Stock Exchange, and subject to compliance with the stock admission requirements of HKSCC, the Nil Paid Rights and the Rights Shares 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 Nil Paid Rights and the Rights Shares 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 the "CCASS Operational Procedures" in effect from time to time. 於未繳股款供股權及供股股份獲聯交所批准上市及買賣並符合香港結算之股份收納規定後，未繳股款供股權及供股股份將獲香港結算接納為合資格證券，自未繳股款供股權及供股股份在聯交所各自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。

TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL, YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AT SHOPS 1712-1716, 17TH FLOOR, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE AMOUNT SHOWN IN BOX C BELOW TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON MONDAY, 11 APRIL 2016. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A BANK IN HONG KONG AND MADE PAYABLE TO "CMMB VISION HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN AN ENCLOSED SHEET. 閣下如欲接納本文件所指定之全部暫定配額，須將本文件整份連同下列丙欄所示港元款額之股款，於2016年4月11日(星期一)下午四時正前交回本公司之香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712至1716號舖。所有股款必須以港元支付。支票及銀行本票須分別由香港之銀行戶口開出及香港之銀行發出，註明抬頭人為「中國移動多媒體廣播控股有限公司－供股帳戶」，並劃線註明「只准入抬頭人帳戶」。隨付有關轉讓及分拆之指示。



CMMB VISION HOLDINGS LIMITED  
中國移動多媒體廣播控股有限公司

(a company incorporated in Cayman Islands with limited liability)  
(於開曼群島註冊成立之有限公司)  
(Stock Code: 471)  
(股份代號：471)

Head office and principal place of business in Hong Kong:  
Unit 1211, Level 12, Core F  
Cyberport 3  
100 Cyberport Road,  
Cyberport  
Hong Kong

總部及香港主要營業地點：  
香港  
數碼港  
數碼港道100號  
數碼港3期  
F區12樓1211室

Registered Office:  
Cricknet Square,  
Hutchins Drive  
P.O. Box 2681  
Grand Cayman  
KY1-1111  
Cayman Islands

註冊辦事處：  
Cricknet Square,  
Hutchins Drive  
P.O. Box 2681  
Grand Cayman  
KY1-1111  
Cayman Islands

23 March 2016  
2016年3月23日

Share Registrar:  
  
Computershare Hong Kong Investor Services Limited  
Shops 1712-1716, 17th Floor  
Hopewell Centre  
183 Queen's Road East  
Wanchai  
Hong Kong

股份過戶登記處：  
  
香港中央證券登記有限公司  
香港  
灣仔  
皇后大道東183號  
合和中心17樓  
1712-1716號舖

RIGHTS ISSUE ON THE BASIS OF  
ONE RIGHTS SHARE FOR EVERY ONE EXISTING SHARE HELD ON THE RECORD DATE  
WITH ONE BONUS SHARE FOR EVERY ONE RIGHTS SHARE  
TAKEN UP UNDER THE RIGHTS ISSUE

按於記錄日期每持有一股  
現有股份獲發一股供股股份之基準之股份，  
連同按供股項下每承購一股供股股份  
獲發一股紅股

PAYABLE IN FULL ON ACCEPTANCE  
BY NOT LATER THAN 4:00 P.M. ON 11 APRIL 2016  
股款須不遲於2016年4月11日下午四時正接納時繳足

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

Form with three boxes (BOX A, BOX B, BOX C) for shareholder information and payment details. Includes instructions for registration and payment.

Please insert your contact telephone no.:  
請填上 閣下聯絡電話號碼：

The Rights Issue Documents will not be registered under the applicable securities legislation of any jurisdiction other than Hong Kong. No action has been taken to permit a public offering of the Nil Paid Rights or the Rights Shares, other than in Hong Kong, or the distribution of the Rights Issue Documents in any jurisdiction other than Hong Kong.

供股文件將不會根據香港以外任何司法權區之適用證券法例登記，本公司並無辦理任何手續，以獲准在香港以外地區公開發售未繳股款供股權或供股股份，或在香港以外之任何司法權區派發供股文件。 Each person accepting the provisional allotment specified in this PAL: • confirms that he/she/it has read the terms and conditions and acceptance procedures set out on the pages attached to this PAL and in the Prospectus and agrees to be bound by them; and • agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with the laws of Hong Kong.

接納本暫定配額通知書所載之暫定配額的每位人士均：  
• 確認其已閱本暫定配額通知書所載之條款及條件以及接納手續，並同意受其約束；及  
• 同意本暫定配額通知書及因此構成之合約將受香港法例管轄及根據香港法例詮釋。

The Rights Issue and the Bonus Shares are conditional upon the fulfillment of the conditions as set out in the section headed "Letter from the Board - Conditions of the Underwriting Agreement" in the Prospectus. In the event that the Underwriting Agreement does not become unconditional or is terminated in accordance with its terms, the Rights Issue and the Bonus Shares will not proceed. 截至供股之所有條件達成之日(預期為2016年4月12日(星期二))買賣股份的任何人士以及於2016年3月29日至2016年4月6日期間(包括首尾兩日)買賣未繳股款供股權的任何人士將承擔供股未能成為無條件或未能進行之風險。

Any person dealing in Shares up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be on Tuesday, 12 April 2016), and any person dealing in the Nil Paid Rights during the period from 29 March 2016 to 6 April 2016 (both days inclusive) will bear the risk that the Rights Issue may not become unconditional or may not proceed. 截至供股之所有條件達成之日(預期為2016年4月12日(星期二))買賣股份的任何人士以及於2016年3月29日至2016年4月6日期間(包括首尾兩日)買賣未繳股款供股權的任何人士將承擔供股未能成為無條件或未能進行之風險。

NO RECEIPT WILL BE GIVEN 繳款不獲發收據

IN THE EVENT OF TRANSFER OF RIGHTS, 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 ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

於轉讓供股權時，每一宗買賣均須繳付從價印花稅。餽贈或轉讓(並非以出售方式)實益擁有之權益亦須繳付從價印花稅。於登記轉讓本文件所指之任何供股股份之權利之前，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 his/their right(s)  
(僅供擬轉讓其權利之合資格股東填寫及簽署)

To: The Directors,  
**CMMB Vision Holdings Limited**

致：中國移動多媒體廣播控股有限公司  
列位董事 台照

Dear Sirs,  
I/We hereby transfer all my/our rights to 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/吾等茲將本暫定配額通知書所列本人/吾等之供股股份之權利悉數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) (all joint shareholders must sign) 簽署 (所有聯名股東均須簽署)

Date 日期: \_\_\_\_\_

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.  
附註：有關轉讓 閣下之供股股份認購權須繳付香港印花稅。

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 Shares are being transferred)  
(僅供供股股份認購權之承讓人填寫及簽署)

To: The Directors,  
**CMMB Vision Holdings Limited**

致：中國移動多媒體廣播控股有限公司  
列位董事 台照

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 and Articles of Association of the Company.

敬啟者：  
本人/吾等謹請 閣下將表格甲內乙欄所列之供股股份數目登記於本人/吾等名下，本人/吾等同意依照本暫定配額通知書及隨附之供股章程內所載條款並在 貴公司之組織章程大綱及細則之限制下接納此等股份。

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.  
請用英文正楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。

Name in English 英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名
Full Name(s) and Title(s) of Applicant or Joint Applicants 申請人或聯名申請人 全名及職銜			
Address in English (joint applicant should give one address only) 英文地址 (聯名申請人只需填寫一個地址)			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 派息指示			
Name & 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) (all joint shareholders must sign) 簽署 (所有聯名股東均須簽署)

Date 日期: \_\_\_\_\_

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.  
附註：有關轉讓 閣下之供股股份認購權須繳付香港印花稅。

Names of Chinese applicants must be given both in English and Chinese characters.  
華裔申請人須填寫中英文姓名。



**CMMB VISION HOLDINGS LIMITED**  
**中國移動多媒體廣播控股有限公司**  
*(a company incorporated in Cayman Islands with limited liability)*  
(Stock Code: 471)

Date: 23 March 2016

Dear Qualifying Shareholder(s),

Reference is made to the prospectus issued by CMMB Vision Holdings Limited (the "Company") dated 23 March 2016 in relation to the Rights Issue (the "Prospectus"). Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of One Rights Share for every one existing Share registered in your name on the register of members of the Company on the Record Date (i.e., at the close of business on 21 March 2016). Your holding of Shares on the Record Date is set out in Box A of Form A and the number of Rights Shares provisionally allotted to you is set out in Box B of Form A of the PAL.

Any Untaken Shares will be underwritten by the Underwriter.

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

**The Prospectus Documents will not be registered under the applicable securities laws of any jurisdiction other than Hong Kong. No action has been taken to permit a public offering of the Nil Paid Rights or the Rights Shares, other than in Hong Kong, or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong.**

**No person receiving any Prospectus Document in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to take up his/her/its Nil Paid Rights to satisfy himself/herself/itself/ themselves, before accepting any Nil Paid Rights, as to the observance of the laws and regulations of all relevant territories, including obtaining any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith without prejudice to the foregoing. The Company reserves the right to refuse to permit any Shareholder to take up his/her/its Nil Paid Rights where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.**

To the extent reasonably practicable and legally permitted, the Company will send copies of the Prospectus marked [For information only] together with a letter in agreed form (without the PAL) to the Excluded Shareholders whose names appeared on the register of members of the Company at the close of business on the Record Date for information purposes only; provided that the Prospectus shall not be sent to the Excluded Shareholders known by the Company to be resident in the United States.

**PROCEDURE FOR ACCEPTANCE AND PAYMENT**

To take up your right to subscribe for the Rights Shares provisionally allotted to you in full as specified in the PAL, you must lodge the original PAL in accordance with the instructions herein, together with a remittance for the full amount payable on acceptance, as set out in Box C of Form A, with the Share Registrar by not later than **4:00 p.m. on 11 April 2016**. This will constitute acceptance of your provisional allotment and entitlement on the terms of the PAL and the Prospectus. All remittances must be made in Hong Kong dollars and by cheque or cashier's order. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "CMMB Vision Holdings Limited – Rights Issue Account" and must be crossed "Account Payee Only". No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Share Registrar, Computershare Hong Kong Investor Services Limited at (852) 2862 8555.

It should be noted that unless the PAL, together with the appropriate remittance, has been lodged with the Share Registrar by 4:00 p.m. on 11 April 2016, whether by the original allottee or any person in whose favour the rights have been validly transferred, that provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may, at its discretion, treat a PAL 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.

Completion and return of the PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the above warranties and representations. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction.

**SPLITTING**

If you wish to accept only part of your provisional allotment or transfer a part of the Nil Paid Rights provisionally allotted to you under the PAL or transfer your Nil Paid Rights to more than one person, the original PAL must be surrendered and lodged for cancellation, together with a covering letter stating clearly the number of split PALs required and the number of Nil Paid Rights to be comprised in each split PAL (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as stated in Box B of Form A), by no later than 4:30 p.m. on 31 March 2016 to the Share Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will then cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the same place after 9:00 a.m. on the second business day after the surrender of the original PAL.

**TRANSFER**

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand the provisional allotment letter to the person(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) and lodge the provisional allotment letter intact together with a remittance in cheques or cashier's orders for the full amount payable on acceptance as shown in Box C of Form A with the Share Registrar, Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Monday, 11 April 2016. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "CMMB Vision Holdings Limited – Rights Issue Account" and must be 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.

**CHEQUES AND CASHIER'S ORDER**

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of a PAL together with a cheque or cashier's order will constitute a warranty that the cheque or the cashier's order will be honoured on first presentation. If any cheque or cashier's order accompanying a completed PAL is dishonoured on first presentation, without prejudice to the other rights of the Company, such PAL is liable to be rejected, and in that event the relevant provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

**SHARE CERTIFICATES AND REFUND CHEQUES**

Subject to the fulfilment of the conditions of the Rights Issue, it is expected that the share certificates for the Rights Shares and the Bonus Shares will be posted by the Share Registrar to those entitled thereto by ordinary mail at their own risk to their registered addresses on or before 18 April 2016. You will receive one share certificate for all the fully-paid Rights Shares and one share certificate for all the Bonus Shares issued to you.

**TERMINATION OF THE UNDERWRITING AGREEMENT**

The Underwriter may by notice in writing to the Company given served at any time prior to 6:00 p.m. on the Settlement Date or such later time as the Company and the Underwriter may agree as the latest time when the Underwriter may terminate the Underwriting Agreement, terminate the Underwriting Agreement if any of the following grounds of termination happens:

- (a) in the sole and absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
  - (1) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the sole and absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
  - (2) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (b) any material breach of any of the representations, warranties or undertakings under the Underwriting Agreement comes to the knowledge of the Underwriter;
- (c) any adverse change in market conditions in Hong Kong or the PRC (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the sole and absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (d) there is any change in the circumstances of the Company or any member of the Group which in the sole and absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- (e) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (f) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (g) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the reasonable opinion of the Underwriter, a material omission in the context of the Rights Issue.

Upon the giving of notice pursuant to the Underwriting Agreement, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and no party 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 provided that the Company shall remain liable to pay to the Underwriter such fees as may then be agreed by the parties hereto. If the Underwriter exercise such right, the Rights Issue will not proceed.

**GENERAL**

Lodgement of the PAL 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 PALs and/or the share certificates for Rights Shares.

The PAL and any acceptance of the offer contained in the PAL 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 Share Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong during normal business hours.

All documents, including refund cheques, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

References in the PAL to time and date are to Hong Kong local time and date unless otherwise stated.

**PERSONAL DATA COLLECTION – PAL**

By completing, signing and submitting the forms accompanying the PAL, you agree to disclose to the Company, the 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 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 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 Hong Kong at Unit 1211, Level 12, Core F, Cyberport 3, 100 Cyberport Road, Cyberport, 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 Share Registrar at its address set out above.

Yours faithfully,  
For and on behalf of  
**CMMB Vision Holdings Limited**  
**Wong Chau Chi**  
Chairman



# CMMB VISION HOLDINGS LIMITED

## 中國移動多媒體廣播控股有限公司

(於開曼群島註冊成立之有限公司)  
(股份代號: 471)

敬啟者:

茲提述有關中國移動多媒體廣播控股有限公司(「本公司」)發出日期為2016年3月23日供股之供股章程(「供股章程」)。除文義另有規定外,供股章程所界定之詞彙在本通知書使用時應具相同涵義。根據供股章程所載之條款及其條件規限下,董事已向閣下暫定配發供股股份並以於記錄日期(即2016年3月21日營業時間結束時)在本公司之股東名冊上以閣下名義登記之每一股現有股份獲發一股供股股份為基準。閣下於記錄日期持有之股份數目載於暫定配額通知書表格甲內甲欄,而閣下獲暫定配發之供股股份數目載於表格甲內乙欄。

任何未獲承購股份將由包銷商包銷。

一經配發並繳足股款,供股股份將與當時已發行之股份在各方面享有同等地位。繳足股款供股股份之持有人將有權收取於配發及發行供股股份之日後所宣派。

章程文件將不會根據香港以外任何司法權區之適用證券法例登記。本公司並無辦理任何手續,以獲准在香港以外地區公開發售未繳股款供股權或供股股份,或在香港以外之任何司法權區派發章程文件。

任何人士如在香港以外任何地區接獲任何章程文件,除非在該有關地區可合法提呈有關要約或邀請而毋須辦理任何登記手續或符合該地區之任何法例或其他監管規定,否則不可視作申請供股股份之要約或邀請。任何身處香港以外地區之人士如有意接納未繳股款供股權,在接納任何未繳股款供股權前,必須自行遵守所有有關地區之法例及規例,包括在不影響前述者下取得任何政府或其他方面同意及就此繳付該地區規定須繳付之任何稅項及收費。倘本公司相信准許任何股東接納其未繳股款供股權會違反任何司法權區之適用證券法例或其他法例或規例,則本公司保留拒絕其接納之權利。

本公司將會在合理可行及法律准許情況下向記錄日期營業時間結束時名列本公司股東名冊之除外股東寄發註有「僅供識別」字樣之供股章程連同協定形式的函件(不隨附暫定配額通知書),惟只供彼等作參考之用,本公司亦不會向據本公司得悉為居住美國的除外股東發送供股章程。

### 接納及付款手續

閣下如欲接納全部暫定配額通知書上所列暫定向閣下配發之供股股份,須按指示將暫定配額通知書原份連同表格甲內欄所示於接納時須繳付之全部股款,在不遲於**2016年4月11日下午四時正**前送交股份過戶處。辦妥上述手續即表示閣下已按暫定配額通知書及供股章程之條款接納暫定配額及享有權。所有股款均須以支票或銀行本票以港元支付。支票及銀行本票須由香港持牌銀行發出,須註明抬頭人為「中國移動多媒體廣播控股有限公司—供股賬戶」,並須以劃線「只准入抬頭人賬戶」方式開出。繳款將不會獲發收據。所有關於暫定配額通知書之查詢應致予股份過戶登記處,香港中央證券登記有限公司(電話:(852) 2862 8555)。

敬請注意,除非暫定配額通知書連同適當股款已於2016年4月11日下午四時正前由原獲配發人或其任何獲有效轉讓權利認購權之人士送達股份過戶登記處,否則相關暫定配額及一切有關權利將被視作已遭拒絕而將予註銷。本公司可全權酌情決定暫定配額通知書之有效性,並對自行或由代表遞交表格之人士具約束力(即使該等人士並未依照有關指示填寫表格)。

填妥及交回暫定配額通知書即表示向本公司作出一項保證及聲明,即其已經或將會就暫定配額通知書及接納暫定配額通知書全面遵守香港以外所有有關司法權區之一切登記、法律及監管規定。為免生疑,香港結算及香港中央結算(代理人)有限公司均不受以上保證及聲明所限。倘本公司相信接納任何供股股份之認購申請會違反任何司法權區之適用證券法例或其他法例或規例,則本公司有權拒絕接納有關申請。

### 分拆

倘閣下欲僅接納閣下部分暫定配額,或轉讓閣下根據暫定配額通知書暫定配發予閣下之未繳股款供股權之一部份,或轉讓閣下未繳股款供股權予一名以上人士,暫定配額通知書原份連同清楚註明所需要之分拆暫定配額通知書數目及每份分拆暫定配額通知書包含之未繳股款供股權數目(合共應相等於原暫定配額通知書內表格甲乙欄所載列暫定配發予該名持有之供股股份數目)之信件,必須在不遲於2016年3月31日下午四時三十分前,交回及送抵本公司之股份過戶登記處,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖,以便註銷原暫定配額通知書及按所要求之數額發出新暫定配額通知書,該等新暫定配額通知書可於閣下交回暫定配額通知書原份後第二個營業日上午九時正後於同一地點領取。

### 轉讓

閣下如欲轉讓閣下認購根據暫定配額通知書獲暫定配發之供股股份之所有權利,須填妥及簽署轉讓及提名表格(表格乙),並將暫定配額通知書交予承讓閣下在暫定配額通知書下之權利或經手轉讓權利之人士。承讓人其後須填妥及簽署登記申請表格(表格丙),並須在不遲於2016年4月11日(星期一)下午四時正將暫定配額通知書整份連同表格甲內欄所示於申請時應繳之全數股款(以支票或銀行本票形式)一併交回本公司之股份過戶登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712至1716號舖。所有股款須以港元繳付,支票須由香港之銀行賬戶開出,銀行本票亦須由香港之銀行發出,並須註明抬頭人為「中國移動多媒體廣播控股有限公司—供股賬戶」及以「只准入抬頭人賬戶」方式劃線開出。敬請注意,閣下轉讓可認購有關供股股份之權利予承讓人及承讓人接納該等權利,均須繳付印花稅。

### 支票及銀行本票

全部支票及銀行本票將於收取後兌付,而有關款項產生之利息(如有)則將全部撥歸本公司所有。填妥暫定配額通知書並連同支票或銀行本票一併交回,即表示保證有關支票或銀行本票將於首次兌付時兌現。在不影響本公司其他權利之情況下,倘隨同已填妥之暫定配額通知書交回之任何支票或銀行本票於首次過戶時不獲兌現,有關暫定配額通知書將不獲受理,及於此情況下,有關暫定配額及據此賦予之一切權利將被視作已被拒絕而將予註銷。

### 股票及退款支票

待供股之條件達成後,預期供股股份及紅股之股票,將於2016年4月18日或之前由本公司之股份過戶登記處以平郵方式寄予有權收取股票之人士之登記地址,郵誤風險概由彼等自行承擔。閣下將會就發行閣下之所有繳足股款供股股份及紅股各獲發一張股票。

### 終止包銷協議

倘出現任何以下終止理由,包銷商可於交收日期下午六時正前或本公司與包銷商可能協定作為包銷商可終止包銷協議的最後時間的較後時間隨時向本公司書面通知,終止包銷協議:

(a) 包銷商全權及絕對認為,下列事項對順利進行供股將造成重大不利影響:

- (1) 頒佈任何新法例或法規或現有法例或法規(或其司法詮釋)有任何變動,或出現包銷商全權及絕對認為足以對本集團整體業務或財務或經營狀況或前景造成重大不利影響或對供股而言屬於重大不利的任何其他性質事件;或
  - (2) 本地、全國或國際發生任何政治、軍事、金融、經濟或其他性質(不論是否與上述任何一項屬同一類別)的事件或變動(不論是否屬包銷協議日期之前及/或之後發生或持續出現的連串事件或變動其中部份);或本地、全國或國際爆發敵對或武装衝突或衝突升級,或足以影響本地證券市場的事件,而包銷商合理認為足以對本集團整體業務或財務或經營狀況或前景或對順利進行供股造成重大不利影響,或基於其他理由不適宜或不建議繼續進行供股;或
- (b) 包銷商獲悉任何嚴重違反包銷協議所載任何聲明、保證或承諾的情況;
- (c) 香港或中國的市況出現任何不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場任何變動、證券買賣暫停或受到嚴重限制),而包銷商全權及絕對認為有可能對供股的順利進行造成重大或不利影響,或導致不適宜或不建議繼續進行供股;或
- (d) 本公司或本集團任何成員公司的狀況出現任何變動,而包銷商全權及絕對認為會對本公司前景構成不利影響,包括(在不限制上述條文的一般性的原則下)就本集團任何成員公司提出清盤呈請或通過決議案清盤或結業,或發生類似事件,或本集團任何重大資產損毀;或
- (e) 任何不可抗力事件,包括(在不限制其一般性的原則下)任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工;或
- (f) 本集團的整體業務或財務或貿易狀況或前景出現任何其他重大不利變動(不論是否與前述任何一項同類);或
- (g) 任何倘緊接供股章程日期前發生或發現且並無於供股章程內披露的事項,而包銷商合理認為會對供股構成重大遺漏。

於根據包銷協議發出通知後,包銷商於包銷協議下的所有責任將告停止及終結,而除本公司仍須向包銷商支付各訂約方當時可能協定的任何費用外,各訂約方概不得就包銷協議所產生及與之有關的任何事項或事宜向任何其他訂約方提出任何申索。倘包銷商行使有關權利,供股將不會進行。

### 一般事項

將暫定配額通知書連同(如有關)應已由受讓人簽署之轉讓及提名表格一併交回,即已最終證明交回上述文件之人士有權處理暫定配額通知書及轉讓及提名表格,並有權收取分拆暫定配額通知書及/或H股供股股份之股票。

暫定配額通知書及任何接納暫定配額通知書所載之要約均受香港法例監管,並按其詮釋。

載有供股詳情之供股章程之其他副本,可於一般營業時間於股份過戶登記處索取,地址為香港灣仔皇后大道東183號合和中心17樓。

所有文件(包括退款支票)將以平郵方式寄予有關申請人或其他有權收取之人士,郵誤風險概由收件人自行承擔。

除另有說明者外,暫定配額通知書內所提及之時間及日期均為香港地方時間及日期。

### 個人資料收集—暫定配額通知書

填妥、簽署及交回暫定配額通知書隨附之表格,即表示閣下同意向本公司、過戶處/或及彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發之供股股份之人士之任何資料。《個人資料(私隱)條例》賦予證券持有人權利,可確定本公司或過戶處是否持有其個人資料,索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》,本公司及其股份過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求,應寄往本公司之香港主要營業地點(地址為香港數碼港數碼港道100號數碼港3期F12樓1211室)或根據適用法律不時通知之地點並以公司秘書或(視情況而定)股份過戶登記處(其地址載於上文)為收件人。

此致

列位合資格股東 台照

代表  
中國移動多媒體廣播控股有限公司  
主席  
黃秋智

日期: 2016年3月23日