

Provisional Allotment Letter No.
暫定配額通知書編號

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IMPORTANT
重要提示

Reference is made to the prospectus issued by TCL Multimedia Technology Holdings Limited (the “Company”) dated 28 December 2017 in relation to the Rights Issue (the “Prospectus”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述TCL多媒體科技控股有限公司（「本公司」）日期為二零一七年十二月二十八日關於供股之章程（「章程」）。除非文義另有所指，章程所界定之詞彙與本通知書所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PROVISIONAL ALLOTMENT LETTER AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON FRIDAY, 12 JANUARY 2018.

本暫定配額通知書具有價值及可轉讓，並應即時處理，本暫定配額通知書及隨附之額外申請表格所載之要約將於二零一八年一月十二日（星期五）下午四時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS PROVISIONAL ALLOTMENT LETTER, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書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分本公司股份，應諮詢閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this Provisional Allotment Letter, together with a copy of the Prospectus, the Excess Application Form and the documents specified in the paragraph 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). The Registrar of Companies in Hong Kong, the Stock Exchange and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of the Prospectus Documents.

本暫定配額通知書之副本，連同章程、額外申請表格以及章程附錄三「送呈公司註冊處處長的文件」一段所述之文件，已遵照香港法例第32章公司（清盤及雜項條文）條例第342C條之規定送呈香港公司註冊處處長註冊。香港公司註冊處處長、聯交所及香港證券及期貨事務監察委員會對任何章程文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this Provisional Allotment Letter, 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 Provisional Allotment Letter.

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部分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。

THIS FORM IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES. The Prospectus Documents will not be registered or filed under any applicable securities or equivalent legislation of any jurisdictions other than (i) Hong Kong and (ii) the PRC (in accordance with the notice of China Securities and Regulatory Commission “Filing Requirements for Hong Kong Listed Issuers Making Rights Issues to Mainland Shareholders through Mainland – Hong Kong Stock Connect” (Announcement [2016] No. 21). No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents in any territory or jurisdiction outside Hong Kong.

本表格不可直接或間接在或向美國刊發、發放或派發。章程文件不會根據(i)香港；及(ii)中國（根據中國證券監督管理委員會《關於港股通下香港上市公司向境內原股東配售股份的備案規定》的通知（公告[2016]21號））以外任何司法權區的任何適用證券法或對等法例登記或備案。概無就於香港以外任何地區或司法權區獲准發售供股股份或派發章程文件而採取任何行動。



TCL MULTIMEDIA TECHNOLOGY HOLDINGS LIMITED

TCL 多媒體科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 01070)

(於開曼群島註冊成立之有限公司)

(股份代號：01070)

**RIGHTS ISSUE OF 582,544,371 RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$3.46 PER RIGHTS SHARE
ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY THREE EXISTING SHARES
HELD ON THE RECORD DATE**

按於記錄日期每持有3股股份獲發1股供股股份之基準
以每股供股股份3.46港元之認購價
供股發行582,544,371股供股股份

PAYABLE IN FULL ON ACCEPTANCE

BY NO LATER THAN 4:00 P.M. ON FRIDAY, 12 JANUARY 2018

股款須不遲於二零一八年一月十二日(星期五)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Registrar:

Tricor Tengis Limited
Level 22,
Hopewell Centre
183 Queen's Road East
Hong Kong

股份過戶登記處：

卓佳登捷時有限公司
香港
皇后大道東183號
合和中心22樓

Registered Office:

P.O. Box 309
Ugland House
Grand Cayman
KY1-1104
Cayman Islands

註冊辦事處：

P.O. Box 309
Ugland House
Grand Cayman
KY1-1104
Cayman Islands

*Head Office and Principal Place
of Business in Hong Kong:*

7th Floor, Building 22E
22 Science Park East Avenue
Hong Kong Science Park
Shatin, New Territories
Hong Kong

香港總辦事處及主要營業地點：

香港
新界沙田
香港科學園
科技大道東22號
22E大樓7樓

28 December 2017

二零一七年十二月二十八日

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

合資格股東之姓名及地址

Total number of Shares registered in your name(s) on Wednesday, 27 December 2017

於二零一七年十二月二十七日(星期三)登記於閣下名下之股份總數

BOX A
甲欄

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Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Friday, 12 January 2018
閣下獲暫定配發之供股股份數目股款須不遲於二零一八年一月十二日(星期五)下午四時正接納時繳足

BOX B
乙欄

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Total subscription monies payable on acceptance in full
應繳認購股款總額，股款須於接納時繳足

BOX C
丙欄

HK\$ 港元
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Name of bank on which cheque/
cashier's order is drawn:

支票／銀行本票的付款銀行名稱： _____

Cheque/cashier's order no.:

支票／銀行本票號碼： _____

Please insert your contact telephone no.:

請在此填上 閣下之聯絡電話號碼： _____

Terms defined in the Prospectus have the same meanings herein unless the context otherwise requires,

除文義另有所指外，章程所界定詞語在本表格內應具相同涵義。

The Underwriting Agreement contains provisions entitling the Underwriter to terminate the Underwriting Agreement on or prior to the Latest Time for Termination in accordance with the terms thereof on the occurrence of certain events. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out below in this Provisional Allotment Letter under the heading "TERMINATION OF THE UNDERWRITING AGREEMENT".

包銷協議載有條文，賦予包銷商權利在發生若干情況時，於最後終止時間時或之前，根據包銷協議之條款終止包銷協議。包銷商有權終止包銷協議之情況詳情，載於本暫定配額通知書下文「終止包銷協議」一節內。

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any Shareholder or other person dealing in the Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled, and any person dealing in the Nil Paid Rights during the period from Tuesday, 2 January 2018 to Tuesday, 9 January 2018 (both days inclusive), will bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待包銷協議成為無條件及並無被終止時方可作實。倘若供股並未成為無條件，則供股將不會進行。任何於供股條件獲達成當日前買賣股份之股東或其他人士，以及任何於二零一八年一月二日(星期二)至二零一八年一月九日(星期二)(包括首尾兩日)期間買賣未繳股款供股權之人士，將須承受供股未必成為無條件或未必進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or Nil Paid Rights.

投資者如對彼等之狀況有任何疑問，應諮詢彼等顧問就股份或未繳股款供股權之買賣獲取專業意見。

Subject to the granting of approval for 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 both 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 both their nil-paid and fully-paid forms on the Stock Exchange or such other dates 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.

待未繳股款及繳足股款之供股股份獲准於聯交所上市及買賣，並符合香港結算之股份收納規定後，未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款之供股股份各自開始於聯交所買賣當日或香港結算決定之其他日期起，在中央結算系統寄存、結算及交收。聯交所參與者間於任何交易日進行之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統之一切活動均須依照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。

Dealings in the Shares may be settled through CCASS and you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份之買賣可通過中央結算系統結算。閣下應諮詢閣下之股票經紀或其他註冊證券交易商、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。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PROVISIONAL ALLOTMENT LETTER IN FULL YOU MUST LODGE THIS PROVISIONAL ALLOTMENT LETTER INTACT WITH THE REGISTRAR, TRICOR TENGIS LIMITED, AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG, TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON FRIDAY, 12 JANUARY 2018. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "**TCL MULTIMEDIA TECHNOLOGY HOLDINGS LIMITED – RIGHTS ISSUE ACCOUNT**" AND CROSSED "**ACCOUNT PAYEE ONLY**". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN.

閣下如欲根據本暫定配額通知書接納全部供股股份之暫定配額，須將本暫定配額通知書整份連同上文丙欄所示收取之港元全數股款，最遲於二零一八年一月十二日（星期五）下午四時正前交回股份過戶登記處卓佳登捷時有限公司所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「**TCL MULTIMEDIA TECHNOLOGY HOLDINGS LIMITED – RIGHTS ISSUE ACCOUNT**」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆供股股份配額之指示載於隨附單張。繳款將不會獲發收據。

Each person accepting the provisional allotment specified in this document:

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out in an enclosed sheet and in the Prospectus and agrees to be bound by them; and
- agrees that this Provisional Allotment Letter, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

接納本文件所載之暫定配額的每位人士均：

- 確認彼已閱讀所附單張及章程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須受香港法律監管及根據香港法律詮釋。

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE
NO RECEIPT WILL BE GIVEN**

每份接納須隨附一張獨立支票或銀行本票
繳款將不會獲發收據



TCL MULTIMEDIA TECHNOLOGY HOLDINGS LIMITED

TCL 多媒體科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 01070)

28 December 2017

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of the Provisional Allotment Letter and those set out in the Prospectus and subject to the memorandum and articles of association of the Company, the Directors have provisionally allotted to you Rights Shares on the basis of one Rights Share for every three existing Shares registered in your name in the register of members of the Company on Wednesday, 27 December 2017. Your holding of Shares as at that date is set out in Box A on Form A of the Provisional Allotment Letter and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of the Provisional Allotment Letter. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$3.46 per Rights Share payable in full on acceptance, in the manner set out below, by no later than 4:00 p.m. on Friday, 12 January 2018.

You may, subject to the section headed “QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS” below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder to more than one person, you should refer to the instructions in the section headed “Splitting” below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed “Transfer” below.

The Rights Issue is conditional, among other things, upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares, when fully-paid, allotted and issued, will rank *pari passu* in all respects with the existing Shares then in issue, including, in particular, as to dividends, voting rights and return on capital. 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 issuance of the fully-paid Rights Shares.

Subject to the granting of approval for 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 both 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 both their nil-paid and fully-paid forms on the Stock Exchange or such other dates 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.

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees outside Hong Kong) wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of the Provisional Allotment Letter intact with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the Provisional Allotment Letter, so as to be received by no later than 4:00 p.m. on Friday, 12 January 2018. 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 licensed bank in Hong Kong and made payable to "**TCL MULTIMEDIA TECHNOLOGY HOLDINGS LIMITED – RIGHTS ISSUE ACCOUNT**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment on the terms of the Provisional Allotment Letter and the Prospectus and subject to the memorandum of association and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Registrar at its address set out above.

It should be noted that, unless a Provisional Allotment Letter, duly completed, together with the appropriate remittance shown in Box C on Form A of the Provisional Allotment Letter, has been received as described above by 4:00 p.m. on Friday, 12 January 2018, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder 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.

SPLITTING

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing the balance of your provisional allotment hereunder, or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire original Provisional Allotment Letter must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split Provisional Allotment Letters required and the number of nil-paid Rights Shares to be comprised in each split Provisional Allotment Letter (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of the Provisional Allotment Letter), by no later than 4:30 p.m. on Thursday, 4 January 2018 with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel the original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required, which will be available for collection at the Registrar, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original Provisional Allotment Letter.

TRANSFER

If you wish to transfer all of your nil-paid Rights Shares under a Provisional Allotment Letter to another person or persons as joint holders, you should complete and sign the "Form of Transfer" (Form B) in the Provisional Allotment Letter and hand the Provisional Allotment Letter to the person to or through whom you are transferring your nil-paid Rights Shares. The transferee must then complete and sign the "Registration Application Form" (Form C) in the Provisional Allotment Letter and lodge the Provisional Allotment Letter intact, together with a remittance for the full amount payable on acceptance with the Registrar, at the above address, by no later than 4:00 p.m. on Friday, 12 January 2018.

It should be noted that Hong Kong 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. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriting Agreement contains provisions granting the Underwriter the right to terminate the Underwriting Agreement on the occurrence of certain events.

The Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate its obligations in the Underwriting Agreement, if:

- (1) in the sole and absolute opinion of the Underwriter, the success of the Rights Issue would be affected by:
 - (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may materially and adversely affect the business or the financial or trading position of the Group; or

- (b) 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 of the Underwriting Agreement), of a political, military, financial, economic or other nature (whether or not ejusdem generic 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 materially and adversely affect the business or the financial or trading position of the Group; or
 - (c) any material adverse change, or any development involving a prospective material adverse change, in or affecting the condition (financial, operational or legal), earnings, liquidity, business, management, properties, assets, share capital, results of operations or prospects of the Company and its subsidiaries; or
 - (d) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than two (2) consecutive Business Days, excluding any suspension in connection with the clearance of this announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
 - (e) the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
- (2) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of this provision includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States) occurs which in the sole and absolute opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
 - (3) any event of force majeure occurs, including without limitation, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out in Hong Kong, the PRC or the United States which in the sole and absolute opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
 - (4) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the London Stock Exchange plc, the New York Stock Exchange, Inc., or the NASDAQ National Market, or any major disruption of any securities settlement or clearing services in Hong Kong, the PRC or the United States; or
 - (5) the Prospectus in connection with the Rights Issue when published contain information (either as to the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable and sole opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its provisional allotment of Rights Shares under the Rights Issue; or
 - (6) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or
 - (7) any breach of the any of the representations, warranties and/or undertakings of the Company contained in the Underwriting Agreement; or
 - (8) any matter or circumstance arises as a result of which any of the conditions of the Underwriting Agreement has become incapable of satisfaction and is not (if applicable) waived in whole or in part by the Underwriter as at the required time.

The Underwriter shall be entitled by notice in writing to terminate the Underwriting Agreement if prior to the Latest Time for Termination any breach of any of the warranties or undertakings contained in the Underwriting Agreement above comes to the knowledge of the Underwriter. Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

If prior to the Latest Time for Termination any such notice as is referred to above is given by the Underwriter, the obligations of all parties under the Underwriting Agreement (save for any antecedent breach and payment of the Underwriter's legal fees and out-of-pocket expenses properly incurred in respect of the Rights Issue) shall terminate immediately.

In the event that the Underwriter exercises its right to terminate the Underwriting Agreement, the obligations of the Underwriter under the Underwriting Agreement will cease and the Rights Issue will not proceed.

CHEQUES AND CASHIER'S ORDERS

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. Without prejudice to the other rights of the Company in respect thereof, any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted on or before Friday, 19 January 2018 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary post at their own risk. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or around Friday, 19 January 2018 by ordinary post to the applicant(s) at their own risk. You, except HKSCC Nominees Limited, will receive one Share Certificate for all the Rights Shares, in fully-paid form, allotted and issued to you.

EXCESS RIGHTS SHARES

The Qualifying Shareholders (other than the PRC Southbound Trading Investors) may apply, by way of excess application, for (i) any unsold entitlements to the Rights Shares of the Non-Qualifying Shareholders had they been Qualified Shareholders; (ii) any unsold Rights Shares arising out of the aggregate of fractional entitlements; and (iii) any nil-paid Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise not subscribed for by renounees or transferees of nil-paid Rights Shares.

If a Qualifying Shareholder (other than the PRC Southbound Trading Investors) wishes to apply for any excess Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an Excess Application Form enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Friday, 12 January 2018. All remittances must be made in Hong Kong dollars and 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 **"TCL MULTIMEDIA TECHNOLOGY HOLDINGS LIMITED – EAF"** and crossed **"Account Payee Only"**.

The Board will allocate the excess Rights Shares at its discretion on a fair and equitable basis, in accordance with the following principles: (a) allocation of excess Rights Shares in proportion to the number of excess Rights Shares being applied for under each application; (b) allocation shall be made subject to the Public Float Requirement not being breached upon the allotment and issue of the Rights Shares; and (c) no preference shall be given to topping-up odd lots to board lots.

Beneficial Owners whose Shares are held through a nominee, or which are held in CCASS, should note that the Board will regard the nominee (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, such Beneficial Owners should note that the above arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and will not accept any application for any fraction of the Rights Shares to the Qualifying Shareholders. No odd-lot matching services will be provided. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number), provisionally allotted and sold in the market for the benefit of the Company if a premium (net of expenses) can be obtained. If such Nil Paid Rights could not be sold in the market, they will be made available for valid excess applications by the Qualifying Shareholders (other than the PRC Southbound Trading Investors) under the EAFs and the untaken balance (if any) will be fully underwritten by the Underwriter.

DISTRIBUTION OF THIS PROVISIONAL ALLOTMENT LETTER AND THE OTHER PROSPECTUS DOCUMENTS

This Provisional Allotment Letter shall only be sent to Qualifying Shareholders.

Distribution of this Provisional Allotment Letter and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Any person (including, without limitation, agents, custodians, nominees and trustees) who receives the Provisional Allotment Letter or any of the other Prospectus Documents should be aware of and comply with the applicable restriction in the relevant jurisdiction(s). Failure to comply with any applicable restrictions may constitute a violation of the securities laws of any the relevant jurisdiction. Any Shareholder or Beneficial Owner who is in doubt as to his/her/its position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as determined by the Company, this Provisional Allotment Letter and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from any territory or jurisdiction outside of Hong Kong. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

The Prospectus Documents will not be registered or filed under the applicable securities legislation of any jurisdiction other than (i) Hong Kong; and (ii) the PRC, in accordance with the CSRC Notice.

QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the Provisional Allotment Letter, a Shareholder must have been registered as a member of the Company on Wednesday, 27 December 2017 and not be a Non-Qualifying Shareholder.

The rights of Shareholders and Beneficial Owners who are Non-Qualifying Shareholders will be dealt with as referred to in the Prospectus in the section headed “Non-Qualifying Shareholders”.

Non-Qualifying Shareholders are Shareholders and Beneficial Owners who are otherwise known by the Company to be residing in jurisdictions other than Hong Kong, and in respect of whom the Directors, based on enquiries made by the Directors, consider it necessary or expedient not to extend the Rights Issue to such Shareholders or Beneficial Owners. The rights of Shareholders and Beneficial Owners who are Non-Qualifying Shareholders will be dealt with as referred to in the Prospectus in the section headed “LETTER FROM THE BOARD – II. RIGHTS ISSUE – 5. Non-Qualifying Shareholders”.

Arrangements will be made for the Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders to be sold in the market in their nil-paid form as soon as practicable after dealings in the Nil Paid Rights commence on the Stock Exchange and in any event before the last date for dealings in Nil Paid Rights, if a premium (net of expenses) can be obtained. The proceeds of each sale, less expenses and stamp duty, of more than HK\$100 will be paid to the relevant Non-Qualifying Shareholder (pro rata to their shareholdings on the Record Date) in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any unsold entitlement of the Non-Qualifying Shareholders, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by transferees of Nil Paid Rights, will be made available for excess application on EAFs by the Qualifying Shareholders. Any Rights Shares in respect of unsold entitlements of Non-Qualifying Shareholders, any unsold fractional entitlements to the Rights Shares together with any Rights Shares in respect of Rights Share in nil-paid form not taken up by the Qualifying Shareholders or otherwise not subscribed for by transferees of Rights Share in nil-paid form, will be made available for excess application on EAFs by Qualifying Shareholders.

Receipt of the Provisional Allotment Letter and/or any other Prospectus Documents or the crediting of nil-paid Rights Shares to a stock account in CCASS does not and will not constitute an offer in those jurisdictions in which the Directors, based on enquiries made by the Directors, consider it necessary or expedient not to extend the Rights Issue in such jurisdictions or in any territory in which it would be unlawful to extend the Rights Issue, and, in those circumstances, the Provisional Allotment Letter and/or the other Prospectus Documents must be treated as sent for information only and should not be copied or redistributed. Any person (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of the Provisional Allotment Letter and/or any other Prospectus Documents or whose stock account in CCASS is credited with nil-paid Rights Shares should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights Shares to any person in, into or from, any territory or jurisdiction outside of Hong Kong. If the Provisional Allotment Letter and/or the other Prospectus Documents is received by, or any Nil Paid Rights are credited to the stock account in CCASS of, any person in any such territory or his/her/its agent or nominee, he/she/it should not take up such nil-paid Rights Shares or transfer the Provisional Allotment Letter (or apply for any excess Rights Shares under the Excess Application Form) unless such person is able to demonstrate to the satisfaction of the Company or the Company determines at its absolute discretion that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who distributes or forwards this Provisional Allotment Letter or any other Prospectus Documents in, into or from

any any territory or jurisdictions outside of Hong Kong (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in the Provisional Allotment Letter or any other Prospectus Documents, the Company reserves the absolute discretion in determining whether a Shareholder or Beneficial Owners in any jurisdictions other than Hong Kong is allowed to participate in the Rights Issue.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this Provisional Allotment Letter, each purchaser of the Nil Paid Rights or subscriber of Rights Shares hereby represents and warrants to the Company, the Underwriter and to any person acting on their behalf, unless in their sole discretion the Company and the Underwriter waive such requirement expressly in writing that:

- he/she/it was a Shareholder on the Record Date, or he/she/it lawfully acquired or may lawfully acquire the Nil Paid Rights, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the Nil Paid Rights and/or the Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- he/she/it is not resident or located in, or a citizen of, the U.S.;
- he/she/it is not accepting an offer to acquire or take up the Nil Paid Rights or Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of, the U.S. at the time the instruction to accept was given;
- he/she/it is not taking up for the account of any person who is located in the U.S., unless (a) the instruction to purchase or take up the Nil Paid Rights or to subscribe for or accept Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the Nil Paid Rights and/or the Rights Shares in an "offshore transaction" within the meaning of Regulation S;
- he/she/it is acquiring the Nil Paid Rights and/or the Rights Shares in an "offshore transaction" as defined in Regulation S;
- he/she/it has not been offered the Rights Shares by means of any "directed selling efforts" as defined in Regulation S;
- he/she/it is not acquiring the Nil Paid Rights or Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of such Nil Paid Rights or Rights Shares into the U.S.; and
- he/she/it understands that neither the Nil Paid Rights nor the Rights Shares have been or will be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S. and the Nil Paid Rights and Rights Shares are being distributed and offered only outside the U.S. in reliance on Regulation S. Consequently he/she/it understands the Nil Paid Rights or Rights Shares may not be offered, sold, allotted, taken up, exercised, resold, renounced, pledged, delivered, distributed or otherwise transferred in or into the U.S., except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the U.S. Securities Act.

Any person accepting and/or transferring this Provisional Allotment Letter or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of this Provisional Allotment Letter will not result in the contravention of any applicable legal requirement in any jurisdiction, he/she/it: (i) is not in, or accepting and/or transferring this Provisional Allotment Letter, or requesting registration of the relevant Nil Paid Rights or Rights Shares from within, any territory or jurisdiction outside of Hong Kong which it is otherwise unlawful, to make or accept an offer to acquire the Nil Paid Rights or the Rights Shares or, to use this Provisional Allotment Letter in any manner in which such person has used or will use it; (ii) is not acting on a non-discretionary basis for a person resident in any territory or jurisdiction outside of Hong Kong at the time the instruction to accept or transfer was given; and (iii) is not acquiring the Nil Paid Rights or the Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of any such Nil Paid Rights or Rights Shares into any territory or jurisdiction outside of Hong Kong.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, this Provisional Allotment Letter if it: (a) appears to the Company to have been executed in, or despatched from, any territory or jurisdiction outside of Hong Kong and the acceptance or transfer may involve a breach of the laws of any territory or jurisdiction or if it or its agents believes the same may violate any applicable legal or regulatory requirement; (b) be unlawful or provides an address for delivery of definitive share certificates in any other territory or jurisdiction outside of Hong Kong in which it would be unlawful to deliver such certificates; or (c) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of this Provisional Allotment Letter by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulation requirements, in connection with such application have been or will be duly complied within by that person.

For details of important notices and representations and warranties relating to each subscriber under this Excess Application Form, please refer to the section headed “LETTER FROM THE BOARD – II. RIGHTS ISSUE – 9. Procedures for Acceptance or Transfer” in the Prospectus. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the above representations and warranties.

GENERAL

Lodgement of this Provisional Allotment Letter with, where relevant, the “Form of Transfer” purporting to have been signed by the person(s) in whose favour the Provisional Allotment Letter 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 share certificates for the Rights Shares. Further copies of the Prospectus are available at the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong.

All documents, including cheques for refund, and the share certificates of the Rights Shares, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

The Provisional Allotment Letter and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. References in the Provisional Allotment Letter to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong during business hours from 9:00 a.m. to 4:30 p.m. on Business Days.

By completing, signing and submitting the Provisional Allotment Letter, you agree to disclose to the Company and/or 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 (Chapter 486 of the Laws of Hong Kong) provides the holders of securities with rights to ascertain whether the Company or the 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 Registrar have the right to charge a reasonable fee for 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: (i) the Company, at its head office and principal place of business in Hong Kong at 7th Floor, Building 22E, 22 Science Park East Avenue, Hong Kong Science Park, Shatin, New Territories Hong Kong, or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Registrar at its address set out above.

Yours faithfully,
For and on behalf of the Board
TCL Multimedia Technology Holdings Limited
BO Lianming
Chairman

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG 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 HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份之認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付香港從價印花稅。在送交本文件以登記轉讓任何供股股份權益之前，須出示已繳付香港從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER
轉讓表格

(To be completed and signed only by the Qualifying Shareholder(s) (other than the PRC Southbound Trading Investors) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)
(只供擬轉讓其／彼等載於表格甲內乙欄之全部供股股份認購權利之合資格股東(中國港股通投資者除外)填寫及簽署)

To The Directors
TCL Multimedia Technology Holdings Limited
致：TCL多媒體科技控股有限公司
列位董事 台照

Dear Sirs,

I/We hereby transfer all of 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／吾等茲將本暫定配額通知書所列本人／吾等之供股股份之認購權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) of Qualifying Shareholder(s) (all joint Shareholders must sign)
合資格股東簽署(所有聯名股東均須簽署)

Date日期：_____

Hong Kong ad valorem stamp duty is payable by the transferor(s) and the transferee(s) if this form is completed.
如已填妥此表格，轉讓人及承讓人須繳付香港從價印花稅。

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 have been transferred)
(只供承讓供股股份認購權之人士填寫及簽署)

To The Directors
TCL Multimedia Technology Holdings Limited
致：TCL多媒體科技控股有限公司
列位董事 台照

Dear Sirs,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this Provisional Allotment Letter and the Prospectus and subject to the memorandum of association 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／吾等同意按照本暫定配額通知書及章程所載條款，以及在貴公司之組織章程大綱及細則規限下，接納此等供股股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請在本欄內填上「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。聯名申請人只須填報排名首位的申請人的地址。

Name in English 英文姓名／名稱	Family name or Company name 姓氏或公司名稱	Other names (名字)	Name in Chinese 中文姓名／名稱
Name continuation and/or name(s) of joint applicant(s) (if required) 姓名(續)及／或 聯名申請人姓名／名稱 (如有需要)			
Address in English (joint applicants shall give the address of the first-named applicant only) 英文地址(聯名申請人只須 填報排名首位的申請人的地址)			
Occupation 職業		Telephone 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
	Bank account type 銀行賬戶類別	For office use only 公司專用	

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of applicant(s) (all joint applicants must sign)
申請人簽署(所有聯名申請人均須簽署)

Date 日期：_____

Hong Kong ad valorem stamp duty is payable by the transferor(s) and the transferee(s) if this form is completed.
如已填妥此表格，轉讓人及承讓人須繳付香港從價印花稅。