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GWT

長城科技股份有限公司

Great Wall Technology Company Limited

(A joint stock limited company incorporated in the People's Republic of China with limited liability)

(Stock Code: 0074)

CONTINUING CONNECTED TRANSACTIONS

(1) THE MITSUI SUPPLY AGREEMENT

(2) THE COMPONENT SOURCING AGREEMENT

(3) THE FRAMEWORK SECONDMENT AGREEMENT

AND

(4) THE CGCSZ SUPPLY AGREEMENT

CONTINUING CONNECTED TRANSACTIONS

On 23 November 2012, TPV, a non-wholly owned subsidiary of the Company, and Mitsui entered into the Mitsui Supply Agreement and the Component Sourcing Agreement to renew the existing supply agreement and component sourcing agreement which will expire on 31 December 2012. On the same day, TPV also entered into the Framework Secondment Agreement with Mitsui in relation to secondment of certain secondees from the Mitsui Group to the TPV Group.

On the same day, TPV and CGCSZ entered into the CGCSZ Supply Agreement to renew the existing supply agreement which will expire on 31 December 2012.

LISTING RULES IMPLICATIONS

As Mitsui is a substantial shareholder of TPV holding approximately 20.2% interest in the issued share capital of TPV, Mitsui and its associates are regarded as connected persons of the Company under the Listing Rules. Since the relevant ratios (as defined under the Listing Rules) in respect of each of the Mitsui Supply Caps and the Component Sourcing Caps exceed 5.0% and the Mitsui Supply Caps and the Component Sourcing Caps exceed HK\$10.0 million, the Mitsui Continuing Connected Transactions are subject to the announcement, reporting and independents shareholders' approval requirements under the Listing Rules.

Since the relevant ratios (as defined under the Listing Rules) in respect of the Secondment Caps exceed 0.1% but less than 5.0%, the transactions contemplated under the Framework Secondment Agreement (including the Secondment Caps) are subject to the announcement and reporting requirements but exempt from independent shareholders' approval requirement under the Listing Rules.

Both TPV and CGCSZ are non-wholly owned subsidiaries of the Company. As CEC, the ultimate controlling shareholder of the Company, is a substantial shareholder of TPV, therefore TPV and its associates are regarded as connected persons of the Company under the Listing Rules. Since the relevant ratios (as defined under the Listing Rules) in respect of the CGCSZ Supply Caps exceed 5.0% and the CGCSZ Supply Caps exceed HK\$10.0 million, the transactions contemplated under the CGCSZ Supply Agreement (including the CGCSZ Supply Caps) are subject to the announcement, reporting and independent shareholders' approval requirements under the Listing Rules.

So far as the Company is aware, none of the Shareholders is materially interested in the Mitsui Continuing Connected Transactions. As such, no Shareholder is required to abstain from voting if a general meeting were to be convened to approve the Mitsui Continuing Connected Transactions. As Great Wall Group is interested in 62.11% of the total issued share capital of the Company as at the date of this announcement, the Company will apply to the Stock Exchange for the Written Approval Waiver. If the Written Approval Waiver is not granted, the Company will obtain Shareholders' approval on Mitsui Continuing Connected Transactions at the EGM.

INDEPENDENT BOARD COMMITTEE

An Independent Board Committee has been established to advise the Independent Shareholders in connection with the Continuing Connected Transactions. An independent financial adviser will be appointed to make recommendation to the Independent Board Committee and the Independent Shareholders in the same regard.

GENERAL

The Company will convene the EGM for the purpose of, among other things, considering and approving the CGCSZ Continuing Connected Transactions, and if the Written Approval Waiver is not granted, the Mitsui Continuing Connected Transactions as well. A circular containing, among other things, (i) details of the Continuing Connected Transactions; (ii) a letter from the Independent Board Committee of the Company in relation to the Continuing Connected Transactions; (iii) a letter of recommendation from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Continuing Connected Transactions; and (iv) a notice convening the EGM is expected to be despatched to the Shareholders by no later than 13 December 2012.

(A) INTRODUCTION

On 23 November 2012, TPV, a non-wholly owned subsidiary of the Company, and Mitsui entered into the Mitsui Supply Agreement and the Component Sourcing Agreement to renew the existing supply agreement and component sourcing agreement which will expire on 31 December 2012. On the same day, TPV also entered into the Framework Secondment Agreement with Mitsui in relation to secondment of certain secondees from the Mitsui Group to the TPV Group.

On the same day, TPV and CGCSZ entered into the CGCSZ Supply Agreement to renew the existing supply agreement which will expire on 31 December 2012.

(B) THE MITSUI SUPPLY AGREEMENT

Date

23 November 2012

Parties

- (1) Mitsui
- (2) TPV

Products

Pursuant to the Mitsui Supply Agreement, the TPV Group may supply, and the Mitsui Group may purchase, the Products.

Pricing basis

The TPV Group will sell the Products to the Mitsui Group on a purchase-by-purchase basis. The price and specifications of the Products shall be set out in a purchase order. The price and the other terms of the purchase shall be (i) on normal commercial terms; (ii) determined with reference to the prevailing market prices; and (iii) determined after arm's length negotiation.

Conditions precedent

The Mitsui Supply Agreement is conditional on the passing of an ordinary resolution approving the Mitsui Supply Agreement (including the Mitsui Supply Caps) by (i) the Shareholders; and (ii) the independent shareholders of TPV at the TPV SGM.

Term and renewal

The Mitsui Supply Agreement shall commence on 1 January 2013 and continue in force until 31 December 2015. Subject to compliance with the requirements of the Listing Rules, TPV and Mitsui may agree in writing to renew or extend the term of the Mitsui Supply Agreement for subsequent three-year periods. The Company will comply with the applicable Listing Rules if the Mitsui Supply Agreement is to be renewed or extended after its expiry on 31 December 2015.

Termination

Either party may terminate the Mitsui Supply Agreement forthwith by giving notice to the other if, among other things, the other party commits any breach of any of the terms and conditions of the agreement and fails to remedy that breach (if capable of remedy) within one month after written notice from the other party giving full particulars of the breach and requiring it to be remedied.

The Mitsui Supply Agreement also terminates automatically if the Mitsui Group cease to be connected persons of TPV, and hence of the Company.

The Mitsui Supply Caps

Set out below are the Mitsui Supply Caps for the three years ending 31 December 2015:

	For the year ending 31 December		
	2013	2014	2015
	<i>US\$Million</i>	<i>US\$Million</i>	<i>US\$Million</i>
The Mitsui Supply Caps	22	22	22

The Mitsui Supply Caps are determined by reference to a number of factors, particularly (i) the historical sales volume and amount with the Mitsui Group; (ii) the expected growth in demand of the TPV Group's Products by the Mitsui Group with reference to the demand for the LCD Televisions of the market in general during the terms of the Mitsui Supply Agreement; and (iii) the projected sale prices of the Products after taking into account the historical sales price of the Products.

Reasons for and benefits of entering into of the Mitsui Supply Agreement

The sale of the Products by the TPV Group to the Mitsui Group is an integral part of the ordinary and usual course of business of the TPV Group and has been conducted on normal commercial terms and on an arm's length basis. The Mitsui Supply Agreement may generate additional revenue for the TPV Group and will maintain an important existing relationship with Mitsui, a substantial shareholder of TPV. The Directors (excluding the independent non-executive Directors, whose views will be rendered after considering the recommendation from the Independent Financial Adviser) consider the terms of the Mitsui Supply Agreement and the Mitsui Supply Caps to be fair and reasonable and in the interests of the Company and the Shareholders as a whole.

(C) THE COMPONENT SOURCING AGREEMENT

Date

23 November 2012

Parties

(1) TPV

(2) Mitsui

Components

Pursuant to the Component Sourcing Agreement, the Mitsui Group may supply, and the TPV Group may purchase, the Components.

Pricing basis

The TPV Group will purchase the Components from the Mitsui Group on a purchase-by-purchase basis. The price and specifications of the Components shall be set out in a purchase order. The purchase price and other terms of the purchase shall be (i) on normal commercial terms; (ii) determined with reference to the prevailing market prices; and (iii) determined after arm's length negotiation.

Conditions precedent

The Component Sourcing Agreement is conditional on the passing of an ordinary resolution approving the Component Sourcing Agreement (including the Component Sourcing Caps) by (i) the Shareholders; and (ii) the independent shareholders of TPV at the TPV SGM.

Term and renewal

The Component Sourcing Agreement shall commence on 1 January 2013 and continue in force until 31 December 2015. Subject to compliance with the requirements of the Listing Rules, TPV and Mitsui may agree in writing to renew or extend the term of the Component Sourcing Agreement for subsequent three-year periods. The Company will comply with the applicable Listing Rules if the Component Sourcing Agreement is to be renewed or extended after its expiry on 31 December 2015.

Termination

Either party may terminate the Component Sourcing Agreement forthwith by giving notice to the other if, among other things, the other party commits any breach of any of the terms and conditions of the agreement and fails to remedy that breach (if capable of remedy) within one month after written notice from the other party giving full particulars of the breach and requiring it to be remedied.

The Component Sourcing Agreement also terminates automatically if the Mitsui Group cease to be connected persons of TPV, and hence of the Company.

The Component Sourcing Caps

Set out below are the Component Sourcing Caps for three years ending 31 December 2015:

	For the year ending 31 December		
	2013	2014	2015
	<i>US\$Million</i>	<i>US\$Million</i>	<i>US\$Million</i>
The Component Sourcing Caps	480	481	469

The Component Sourcing Caps are determined by reference to a number of factors, particularly (i) the historical purchase volume and amount of the Components with the Mitsui Group; (ii) the expected demand for the Components by the TPV Group from the Mitsui Group with reference to the business and production plans of the TPV Group for 2013 and the anticipated supply of the Components of the market; (iii) the anticipated growth in the demand for the Components of the market in general during the term of the Component Sourcing Agreement; and (iv) the projected purchase prices of the Components from the Mitsui Group.

Reasons for and benefits of the entering into of the Component Sourcing Agreement

The purchase of the Components by the TPV Group from the Mitsui Group is an integral part of the ordinary and usual course of business of the TPV Group and has been conducted on normal commercial terms and on an arm's length basis. The Component Sourcing Agreement will allow TPV to source the Components on a price competitive basis, allow TPV to purchase certain components of unique features supplied by Mitsui and to maintain an important existing relationship with Mitsui. The Directors (excluding the independent non-executive Directors, whose views will be rendered after considering the recommendation from the Independent Financial Adviser) consider the terms of the Component Sourcing Agreement and the Component Sourcing Caps to be fair and reasonable and in the interests of the Company and the Shareholders as a whole.

(D) THE FRAMEWORK SECONDMENT AGREEMENT

Date

23 November 2012

Parties

- (1) TPV
- (2) Mitsui

Secondment services

Pursuant to the Framework Secondment Agreement, the Mitsui Group may second various secondees from the Mitsui Group to the TPV Group.

Terms of secondment

Each secondment from the Mitsui Group to the TPV Group shall be in accordance with the detailed terms and conditions agreed between the parties on a case-by-case basis. The detail terms and conditions of the secondment, including the fee and any other benefits payable by the TPV Group to Mitsui Group, in relation to the secondment shall be (i) on normal commercial terms; and (ii) determined after arm's length negotiation.

Term and renewal

The Framework Secondment Agreement shall commence on 1 January 2013 and continue in force until 31 December 2015. Subject to compliance with the requirements of the Listing Rules, TPV and Mitsui may agree in writing to renew or extend the term of the Framework Secondment Agreement for subsequent three-year periods. The Company will comply with the applicable Listing Rules if the Framework Secondment Agreement is to be renewed or extended after its expiry on 31 December 2015.

Termination

Either party may terminate the Framework Secondment Agreement forthwith by giving notice to the other if, among other things, the other party commits any breach of any of the terms and conditions of the agreement and fails to remedy that breach (if capable of remedy) within one month after written notice from the other party giving full particulars of the breach and requiring it to be remedied.

The Framework Secondment Agreement also terminates automatically if the Mitsui Group cease to be connected persons of TPV, and hence of the Company.

The Secondment Caps

Set out below are the Secondment Caps for three years ending 31 December 2015:

	For the year ending 31 December		
	2013	2014	2015
	<i>US\$Million</i>	<i>US\$Million</i>	<i>US\$Million</i>
The Secondment Caps	1.1	1.1	1.1

The Secondment Caps are determined by reference to a number of factors, particularly (i) the historical number of employees of the Mitsui Group seconded to the TPV Group; (ii) the expected number of employees of the Mitsui Group to be seconded to the TPV Group during the term of the Framework Secondment Agreement; (iii) the remuneration of the existing secondees of the Mitsui Group; and (iv) the projected remuneration of secondees of the Mitsui Group during the term of the Framework Secondment Agreement.

Reasons for and benefits of the entering into of the Framework Secondment Agreement

It is the TPV Group's intention to second certain members from the Mitsui Group to the TPV Group. These secondees possess extensive industry knowledge and network, especially in the Japan market. The secondment is expected to strengthen the TPV Group's sales force and new product and business development.

The Directors (including the independent non-executive Directors) consider the terms of the Framework Secondment Agreement and the Secondment Caps to be fair and reasonable and in the interests of the Company and the Shareholders as a whole.

None of the Directors has a material interest in the Framework Secondment Agreement and the transactions contemplated thereunder, hence none of them had abstained from voting on the Board resolutions approving the said transaction.

(E) THE CGCSZ SUPPLY AGREEMENT

Date

23 November 2012

Parties

- (1) CGCSZ
- (2) TPV

Products

Pursuant to the CGCSZ Supply Agreement, the TPV Group may supply, and the CGCSZ Group may purchase, the LCD Monitors.

Pricing basis

The TPV Group will sell the LCD Monitors to the CGCSZ Group on a purchase-by-purchase basis. The price and specifications of the LCD Monitors shall be set out in a purchase order. The price and payment terms shall be (i) on normal commercial terms; (ii) determined with reference to the prevailing market prices; and (iii) determined after arm's length negotiation.

Conditions precedent

The CGCSZ Supply Agreement is conditional on the passing of an ordinary resolution approving the CGCSZ Supply Agreement (including the CGCSZ Supply Caps) by (i) the Independent Shareholders at the EGM; and (ii) the independent shareholders of TPV at the TPV SGM.

Term and renewal

The CGCSZ Supply Agreement shall commence on 1 January 2013 and continue in force until 31 December 2015. Subject to compliance with the requirements of the Listing Rules, TPV and CGCSZ may agree in writing to renew or extend the term of the CGCSZ Supply Agreement for subsequent three-year periods. The Company will comply with the applicable Listing Rules if the CGCSZ Supply Agreement is to be renewed or extended after its expiry on 31 December 2015.

Termination

Either party may terminate the CGCSZ Supply Agreement forthwith by giving notice to the other if, among other things, the other party commits any breach of any of the terms and conditions of the agreement and fails to remedy that breach (if capable of remedy) within one month after written notice from the other party giving full particulars of the breach and requiring it to be remedied.

The CGCSZ Supply Caps

Set out below are the CGCSZ Supply Caps for the three years ending 31 December 2015:

	For the year ending 31 December		
	2013	2014	2015
	<i>US\$Million</i>	<i>US\$Million</i>	<i>US\$Million</i>
The CGCSZ Supply Caps	22	28	34

The CGCSZ Supply Caps are determined by reference to a number of factors, particularly (i) the historical sales volume and amount of the LCD Monitors with the CGCSZ Group; (ii) the projected growth in sales volume of the LCD Monitors in the “Great Wall” brand by the CGCSZ Group during the term of the CGCSZ Supply Agreement; and (iii) the projected sale prices of the LCD Monitors.

Reasons for and benefits of entering into of the CGCSZ Supply Agreement

The sale of the LCD Monitors by the TPV Group to the CGCSZ Group is an integral part of the ordinary and usual course of business of the TPV Group and has been conducted on normal commercial terms and on an arm's length basis. The CGCSZ Supply Agreement may generate additional revenue for the TPV Group. The Directors (excluding the independent non-executive Directors, whose views will be rendered after considering the recommendation from the Independent Financial Adviser) consider the terms of the CGCSZ Supply Agreement and the CGCSZ Supply Caps to be fair and reasonable and in the interests of the Company and the Shareholders as a whole.

(F) INFORMATION ON MITSUI, CGCSZ, TPV GROUP AND THE GROUP

Mitsui

Mitsui is one of the most diversified and comprehensive trading, investment and service enterprises in the world, with 154 offices in 69 countries as of April, 2012. Utilizing the global operating locations, network and information resources, Mitsui is multilaterally pursuing business that ranges from product sales, worldwide logistics and financing, through to the development of major international infrastructure and other projects in the following fields: iron & steel products, mineral & metal resources, infrastructure projects, motor vehicles & construction machinery, marine & aerospace, chemicals, energy, food resources, food products & services, consumer services, IT, financial & new business and transportation logistics. Mitsui is actively taking on challenges for global business innovation around the world. For more information, visit <http://www.mitsui.com>.

CGCSZ

CGCSZ is principally engaged in the manufacture and trading of PC and PC peripheral products. The A shares of CGCSZ shares are listed on the Shenzhen Stock Exchange in the PRC.

TPV Group

The TPV Group is the world's leading PC monitor and LCD TV manufacturer. The TPV Group has been able to drive its growth over the years by leveraging its economies of scale and core competencies in research and development, manufacturing, logistic efficiency and superb quality. The TPV Group also distributes its products globally under its own brands AOC and Envision. In 2009 and 2011, the TPV Group acquired exclusive licenses to sell Philips' monitors globally and TVs in China. In April 2012, the TPV Group formed a joint venture, TP Vision, with Philips to take over the latter's TV business. TPV has been listed on both the Stock Exchange and Singapore stock exchanges since October 1999.

The Group

The Group is principally engaged in the development, manufacture, sale and research of PCs and information terminal products, storage products, power supply products, monitoring terminals, LCD TV products and EMS business.

(G) LISTING RULES IMPLICATIONS

As Mitsui is a substantial shareholder of TPV holding approximately 20.2% interest in the issued share capital of TPV, Mitsui and its associates are regarded as connected persons of the Company under the Listing Rules. Since the relevant ratios (as defined under the Listing Rules) in respect of each of the Mitsui Supply Caps and the Component Sourcing Caps exceed 5.0% and the Mitsui Supply Caps and the Component Sourcing Caps exceed HK\$10.0 million, the Mitsui Continuing Connected Transactions are subject to the announcement, reporting and independents shareholders' approval requirements under the Listing Rules.

Since the relevant ratios (as defined under the Listing Rules) in respect of the Secondment Caps exceed 0.1% but less than 5.0%, the transactions contemplated under the Framework Secondment Agreement (including the Secondment Caps) are subject to the announcement and reporting requirements but exempt from independents shareholders' approval requirement under the Listing Rules.

Both TPV and CGCSZ are non-wholly owned subsidiaries of the Company. As CEC, the ultimate controlling shareholder of the Company, is a substantial shareholder of TPV, therefore TPV and its associates are regarded as connected persons of the Company under the Listing Rules. Since the relevant ratios (as defined under the Listing Rules) in respect of the CGCSZ Supply Caps exceed 5.0% and the CGCSZ Supply Caps exceed HK\$10.0 million, the transactions contemplated under the CGCSZ Supply Agreement (including the CGCSZ Supply Caps) are subject to the announcement, reporting and independent shareholders' approval requirements under the Listing Rules.

So far as the Company is aware, none of the Shareholders is materially interested in the Mitsui Continuing Connected Transactions. As such, no Shareholder is required to abstain from voting if a general meeting were to be convened to approve the Mitsui Continuing Connected Transactions. As Great Wall Group is interested in 62.11% of the total issued share capital of the Company as at the date of this announcement, the Company will apply to the Stock Exchange for the Written Approval Waiver. If the Written Approval Waiver is not granted, the Company will obtain Shareholders' approval on Mitsui Continuing Connected Transactions at the EGM.

In addition, the independent non-executive Directors and auditors of the Company shall also conduct annual review on the Continuing Connected Transactions pursuant to Rules 14A.37 and 14A.38 of the Listing Rules.

(H) INDEPENDENT BOARD COMMITTEE

An Independent Board Committee has been established to advise the Independent Shareholders in connection with the Continuing Connected Transactions. An independent financial adviser will be appointed to make recommendation to the Independent Board Committee and the Independent Shareholders in the same regard.

(I) GENERAL

The Company will convene the EGM for the purpose of, among other things, considering and approving the CGCSZ Continuing Connected Transactions, and if the Written Approval Waiver is not granted, the Mitsui Continuing Connected Transactions as well. A circular containing, among other things, (i) details of the Continuing Connected Transactions; (ii) a letter from the Independent Board Committee of the Company in relation to the Continuing Connected Transactions; (iii) a letter of recommendation from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Continuing Connected Transactions; and (iv) a notice convening the EGM is expected to be despatched to the Shareholders by no later than 13 December 2012.

(J) DEFINITIONS

Unless the context requires otherwise, the following terms used in this announcement shall have the meanings as set out below:

“associates”	: has the meaning given to it in the Listing Rules
“Board”	: The board of Directors
“CEC”	: 中國電子信息產業集團有限公司(China Electronics Corporation), a state-owned company incorporated in the PRC, the sole shareholder of Great Wall Group and the ultimate controlling Shareholder
“CGCSZ”	: 中國長城計算機深圳股份有限公司(China Great Wall Computer Shenzhen Co., Ltd.), a joint stock company incorporated in the PRC with limited liability, whose A shares are listed on the Shenzhen Stock Exchange in the PRC, a subsidiary of the Company
“CGCSZ Continuing Connected Transactions”	: the CGCSZ Supply Agreement (including the CGCSZ Supply Caps) and the transactions contemplated thereunder

“CGCSZ Group”	: CGCSZ and its subsidiaries
“CGCSZ Supply Agreement”	: the supply agreement dated 23 November 2012 entered into between TPV and CGCSZ in respect of the purchase of the LCD Monitors by the CGCSZ Group from the TPV Group
“CGCSZ Supply Caps”	: the maximum annual aggregate value for the transaction contemplated under the CGCSZ Supply Agreement for the three years ending 31 December 2015
“Company”	: 長城科技股份有限公司 (Great Wall Technology Company Limited), a joint stock limited company incorporated in the People’s Republic of China with limited liability, whose H shares are listed on the Stock Exchange
“Components”	: bare cells, printed circuit boards, integrated circuits, backlights, panels and such other components as agreed between Mitsui and TPV from time to time
“Component Sourcing Agreement”	: the agreement dated 23 November 2012 entered into between TPV and Mitsui in respect of the purchase of the Components by the TPV Group from the Mitsui Group
“Component Sourcing Caps”	: the maximum annual aggregate value for the transactions contemplated under the Component Sourcing Agreement for three years ending 31 December 2015
“connected person”	: has the meaning given to it in the Listing Rules
“Continuing Connected Transactions”	: the Mitsui Continuing Connected Transactions and the CGCSZ Continuing Connected Transactions
“Directors”	: the directors of the Company

“EGM”	: the extraordinary general meeting to be convened by the Company for purpose of, among other things, considering and approving the CGCSZ Continuing Connected Transactions, and if the Written Approval Waiver is not granted, the Mitsui Continuing Connected Transactions as well.
“EMS”	: electronic manufacturing services
“Framework Secondment Agreement”	: the agreement dated 23 November 2012 entered into between TPV and Mitsui in respect of the secondment of various employees of the Mitsui Group to the TPV Group from time to time
“Great Wall Group”	: 中國長城計算機集團公司(China Great Wall Computer Group Corporation), a company incorporated in the PRC and wholly-owned by CEC, a substantial Shareholder holding 62.11% of the Company
“Group”	: the Company and its subsidiaries
“HK\$”	: Hong Kong dollars, the lawful currency of the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Board Committee”	: an independent committee of the board of Directors comprising all independent non-executive Directors
“Independent Financial Adviser”	: the independent financial adviser to be appointed by the Company to advise the Independent Board Committee and the Independent Shareholders, among other things, in respect of the Continuing Connected Transactions
“Independent Shareholders”	: Shareholders except for the Great Wall Group and its associates (in relation to CGCSZ Continuing Connected Transactions)
“LCD”	: liquid crystal display

“LCD Monitors”	: monitors with LCD and such other products as may be agreed by the parties from time to time
“LCD Television”	: a television with a LCD
“Listing Rules”	: the Rules Governing the Listing of Securities on the Stock Exchange
“Mitsui”	: Mitsui & Co., Ltd., a company incorporated in Japan with limited liability
“Mitsui Continuing Connected Transactions”	: the Mitsui Supply Agreement (including the Mitsui Supply Caps), the Component Sourcing Agreement (including the Component Sourcing Caps) and the transactions contemplated thereunder
“Mitsui Group”	: Mitsui and its associates
“Mitsui Supply Agreement”	: the supply agreement dated 23 November 2012 entered into between TPV and Mitsui in respect of the purchase of the Products by the Mitsui Group from the TPV Group
“Mitsui Supply Caps”	: the maximum annual aggregate value for the transaction contemplated under the Mitsui Supply Agreement for the three years ending 31 December 2015
“PC”	: personal computer
“PRC”	: the People’s Republic of China and, for the purpose of this announcement, excludes Hong Kong, Macau and Taiwan
“Products”	: LCD modules, open cells and such other products as may be agreed between TPV and Mitsui from time to time
“Secondment Caps”	: the maximum annual aggregate value for the transactions contemplated under the Framework Secondment Agreement for three years ending 31 December 2015
“Shareholders”	: shareholders of the Company

“Stock Exchange”	: The Stock Exchange of Hong Kong Limited
“substantial shareholder”	: has the meaning given to it in the Listing Rules
“TPV”	: TPV Technology Limited, a company incorporated in Bermuda with limited liability, the shares of which are primarily listed on the main board of the Stock Exchange and secondarily listed on Singapore Exchange Securities Trading Limited, a subsidiary of the Company
“TPV Group”	: TPV and its subsidiaries
“TPV SGM”	: the special general meeting to be convened by TPV for purpose of considering and approving the Continuing Connected Transactions
“TV(s)”	: television(s)
“US\$”	: United States dollars, the lawful currency of the United States of America
“Written Approval Waiver”	: the waiver from the requirement to hold a shareholders’ meeting of the Company whereupon the Independent Shareholders’ approval in respect of the Mitsui Continuing Connected Transactions to be given in the form of the written approval by Great Wall Group will be accepted in lieu of holding a general meeting pursuant to Rules 14A.43 and 14A.53 of the Listing Rules

By Order of the Board
Liu Liehong
Chairman

Hong Kong, 23 November 2012

As at the date of this announcement, the Board comprises six executive directors, namely Liu Liehong (Chairman), Lu Ming, Yang Jun, Du Heping, Tam Man Chi and Su Duan; and three independent non-executive directors, namely Yao Xiaocun, James Kong Tin Wong and Zeng Zhijie.