

Unless the context otherwise requires, terms used in this form of acceptance shall bear the same meanings as those defined in the scheme document dated 22 August 2016 (the “Scheme Document”) issued jointly by TCL Communication Technology Holdings Limited and T.C.L. INDUSTRIES HOLDINGS (H.K.) LIMITED.

除文義另有所指外，本接納表格所用詞彙與TCL通訊科技控股有限公司及T.C.L.實業控股(香港)有限公司於2016年8月22日聯合刊發之計劃文件(「計劃文件」)所界定者具有相同涵義。

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香港交易及結算所有限公司及香港聯合交易所有限公司對本接納表格的內容概不負責，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接納表格全部或任何部份內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.

閣下如欲接納購股權要約，請使用本接納及註銷表格。



TCL COMMUNICATION TECHNOLOGY HOLDINGS LIMITED

TCL 通訊科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code: 2618) (股份代號：2618)

**FORM OF ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS ISSUED BY
TCL COMMUNICATION TECHNOLOGY HOLDINGS LIMITED**

接納及註銷TCL通訊科技控股有限公司發行之購股權的表格

To be completed in full 每項均須填寫

IN CONSIDERATION FOR THE OPTION CANCELLATION PRICE stated below, the Optionholder named below hereby accepts the Option Offer and agrees to the surrender for cancellation the number of Share Option(s) specified below, upon and subject to the terms and conditions contained herein and in the Option Offer Letter and the Scheme Document. 下述購股權持有人謹此按下列購股權註銷價接納購股權要約並同意交回下列數目的購股權以供註銷，惟須遵守本表格、購股權要約函件及計劃文件內之條款及條件。	
Number of Share Option(s) at the exercise price of HK\$7.614 per Share Option which was granted on 3 May 2011 that you wish to tender for acceptance under the Option Offer 交回以接納購股權要約於2011年5月3日授出每份購股權行使價為7.614港元之購股權數目	FIGURES 數目
	WORDS 大寫
Number of Share Option(s) at the exercise price of HK\$6.472 per Share Option which was granted on 9 August 2011 that you wish to tender for acceptance under the Option Offer 交回以接納購股權要約於2011年8月9日授出每份購股權行使價為6.472港元之購股權數目	FIGURES 數目
	WORDS 大寫
Number of Share Option(s) at the exercise price of HK\$2.740 per Share Option which was granted on 4 June 2012 that you wish to tender for acceptance under the Option Offer 交回以接納購股權要約於2012年6月4日授出每份購股權行使價為2.740港元之購股權數目	FIGURES 數目
	WORDS 大寫

<p>Number of Share Option(s) at the exercise price of HK\$3.790 per Share Option which was granted on 12 July 2013 that you wish to tender for acceptance under the Option Offer</p>	<p>FIGURES 數目</p> <hr/>						
<p>交回以接納購股權要約於2013年7月12日授出每份購股權行使價為3.790港元之購股權數目</p>	<p>WORDS 大寫</p>						
<p>Number of Share Option(s) at the exercise price of HK\$8.390 per Share Option which was granted on 21May 2015 that you wish to tender for acceptance under the Option Offer</p>	<p>FIGURES 數目</p> <hr/>						
<p>交回以接納購股權要約於2015年5月21日授出每份購股權行使價為8.390港元之購股權數目</p>	<p>WORDS 大寫</p>						
<p>Number of Share Option(s) at the exercise price of HK\$7.614 per Share Option which was granted on 3 May 2011 that you wish to tender for acceptance under the Option Offer</p>	<p>FIGURES 數目</p> <hr/>						
<p>交回以接納購股權要約於2011年5月3日授出每份購股權行使價為7.614港元之購股權數目</p>	<p>WORDS 大寫</p>						
<p>Number of Share Option(s) at the exercise price of HK\$5.800 per Share Option which was granted on 3 November 2015 that you wish to tender for acceptance under the Option Offer</p>	<p>FIGURES 數目</p> <hr/>						
<p>交回以接納購股權要約於2015年11月3日授出每份購股權行使價為5.800港元之購股權數目</p>	<p>WORDS 大寫</p>						
<p>Details of Optionholder 購股權持有人資料</p>	<table border="1"> <tr> <td data-bbox="595 1361 986 1429">Family name 姓氏</td> <td data-bbox="994 1361 1385 1429">Forename 名字</td> </tr> <tr> <td colspan="2" data-bbox="595 1440 1385 1507">Address 地址</td> </tr> <tr> <td colspan="2" data-bbox="595 1518 1385 1590">Telephone number 電話號碼</td> </tr> </table>	Family name 姓氏	Forename 名字	Address 地址		Telephone number 電話號碼	
Family name 姓氏	Forename 名字						
Address 地址							
Telephone number 電話號碼							

Option Cancellation Price 購股權註銷價	The cancellation price of HK\$0.010 per Share Option payable in cash by the Offeror for each Share Option at the exercise price of HK\$7.614 per Share Option 要約人須以現金支付每份購股權(行使價為每份購股權7.614港元) 0.010港元的註銷價
	The cancellation price of HK\$1.028 per Share Option payable in cash by the Offeror for each Share Option at the exercise price of HK\$6.472 per Share Option 要約人須以現金支付每份購股權(行使價為每份購股權6.472港元) 1.028港元的註銷價
	The cancellation price of HK\$4.760 per Share Option payable in cash by the Offeror for each Share Option at the exercise price of HK\$2.740 per Share Option 要約人須以現金支付每份購股權(行使價為每份購股權2.740港元) 4.760港元的註銷價
	The cancellation price of HK\$3.710 per Share Option payable in cash by the Offeror for each Share Option at the exercise price of HK\$3.790 per Share Option 要約人須以現金支付每份購股權(行使價為每份購股權3.790港元) 3.710港元的註銷價
	The cancellation price of HK\$0.010 per Share Option payable in cash by the Offeror for each Share Option at the exercise price of HK\$8.390 per Share Option 要約人須以現金支付每份購股權(行使價為每份購股權8.390港元) 0.010港元的註銷價
	The cancellation price of HK\$5.800 per Share Option payable in cash by the Offeror for each Share Option at the exercise price of HK\$1.700 per Share Option 要約人須以現金支付每份購股權(行使價為每份購股權1.700港元) \$5.800港元的註銷價

Dated this _____ day of _____ 2016

日期：2016年_____月_____日

Signed by the Optionholder in the presence of:
購股權持有人在下列見證人見證下簽署：

Name of Witness 見證人姓名：_____

Signature of Witness 見證人簽署：_____

Address of Witness 見證人地址：_____

Signature of the Optionholder
購股權持有人簽署

THIS FORM OF ACCEPTANCE AND CANCELLATION IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this form of acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

BNP is making the Option Offer on behalf of the Offeror. The making of the Option Offer to the Optionholders having registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Optionholder having registered address outside of Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes payable by you in respect of the acceptance of the Option Offer. Acceptance of the Option Offer by you will constitute a warranty by you to the Offeror, BNP and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

This form of acceptance should be read in conjunction with the Option Offer Letter and the Scheme Document.

The Option Offer is conditional upon the Scheme becoming effective. Optionholders are advised to read the Option Offer Letter and the Scheme Document before completing this form of acceptance. To accept the Option Offer made by BNP on behalf of the Offeror, you should complete and sign this form of acceptance overleaf and return this entire form with the relevant certificate(s) (if any) or any other document(s) evidencing the grant of outstanding Share Options to you or other document(s) of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) to the Offeror, care of **Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong**, for the attention of the Offeror Board and marked **"TCL COMMUNICATION TECHNOLOGY HOLDINGS LIMITED – Option Offer"** by **no later than 4:00 p.m. (Hong Kong time) on 14 October 2016** (or such later time and/or date may be notified to you through announcement(s)). The provisions of the Option Offer Letter are incorporated into and form part of this form of acceptance.

FORM OF ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS

To: The Offeror, BNP and the Company

1. My execution of this form of acceptance shall be binding on my successors and assigns, and shall constitute:
 - (a) my irrevocable acceptance of the Option Offer made by BNP on behalf of the Offeror, as contained in the Option Offer Letter and the Scheme Document, for the Option Amount and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Share Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder of, in respect of all such Options as to which I am registered as the Optionholder;
 - (b) my irrevocable instruction and authority to each of BNP, the Offeror, the Offeror Director or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" in Hong Kong dollars drawn in my favour for the relevant Option Amount to which I shall have become entitled under the terms of the Option Offer, by ordinary post at my own risk to the address provided in this form of acceptance within seven Business Days of the later of: (A) the date that the Option Offer becomes unconditional; and (B) the date of receipt of such validly completed and executed Option Forms of Acceptance;
 - (c) my authorisations to BNP, the Offeror and the Company, jointly and severally, or any director or officer of BNP, the Offeror or the Company or any agent of such person to do all acts and things and to execute any document as may be necessary or desirable to give effect to, or in consequence, of the acceptance I have made on this form of acceptance;
 - (d) my undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to cancel my Share Option(s) surrendered for cancellation under the Option Offer; and
 - (e) my agreement to confirm and ratify each and every act or thing which may be done or effected by the Offeror, the Offeror Directors, BNP and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein and in the Option Offer Letter.
2. I understand that acceptance of the Option Offer by me will be deemed to constitute a warranty by me to the Offeror, the Offeror Directors, BNP and the Company that the number of Share Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder of, in respect of all such Options as to which I am registered as the Optionholder, is/are valid and subsisting, is/are hereby surrendered and renounced free from all liens, charges, mortgages, encumbrances, rights of pre-emption and any other third-party rights of any nature and together with all rights attaching to them as on or after the date of the Scheme Document.
3. I enclose the relevant option certificate(s) (if applicable) for the whole/part of my holding of Share Option(s) which is/are surrendered for cancellation on the terms and conditions of the Option Offer. I understand that no acknowledgment of receipt of any form of acceptance and/or the relevant certificate(s) or other document evidencing the grant of the Share Option(s) or other documents of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
4. I understand that any outstanding option certificate(s) (if applicable) in respect of such outstanding Share Option(s) shall become void once that outstanding Share Option(s) have been cancelled as a result of my acceptance of the Option Offer pursuant to my decisions shown on this form of acceptance.
5. I hereby warrant and represent to the Offeror, BNP and the Company that I am the registered holder of the number of Share Option(s) specified in this form and I have the full right, power and authority to surrender the Share Option(s) for cancellation by way of acceptance of the Option Offer.
6. I warrant to the Offeror, BNP and the Company that I have observed and am permitted under all applicable laws and regulations where my address is located as set out in this form of acceptance to accept the Option Offer, and any revision thereof; and that I have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and regulatory or legal requirements; and that I have paid all issue, transfer or other taxes or other required payments due from me in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I warrant to the Offeror, BNP and the Company that I shall be fully responsible for payment of any transfer or other taxes or duties payable by me in connection with my acceptance of the Option Offer.
8. I acknowledge that, save as expressly provided in the Option Offer Letter, the Scheme Document and this form of acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
9. I warrant that I have read, understood and agreed to the terms and conditions of the Option Offer (including without limitation those set out in the Option Offer Letter, the Scheme Document and this form of acceptance).

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, BNP and the Company and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”).

1. Reasons for the collection of your personal data

To accept the Option Offer for your Share Option(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the Option Amount to which you are entitled under the Option Offer.

2. Purposes

The personal data which you provide on this form of acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of compliance with the terms and application procedures set out in this form of acceptance, the Option Offer Letter and the Scheme Document;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, BNP and/or the Company and/or their respective agents, officers and advisers;
- establishing benefit entitlements of the Optionholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claim on entitlements;
- any other purpose in connection with the business of the Offeror, BNP and the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or the Company and/or BNP to discharge its obligations to the Optionholders and/or under applicable regulations and other purpose to which the Optionholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form of acceptance will be kept confidential but the Offeror and/or BNP and/or the Company may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, BNP, the Company and/or any of their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or BNP and/or the Company;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror and/or BNP and/or the Company considers to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or BNP and/or the Company hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance the Offeror and/or BNP and/or the Company 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 Offeror, BNP or the Company (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、法國巴黎證券及本公司及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之購股權而接納購股權要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據購股權要約應得之購股權金額。

2. 用途

閣下於本接納表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實或遵循本接納表格、購股權要約函件及計劃文件載列之條款及申請手續；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人、法國巴黎證券及/或本公司及/或彼等各自之代理、高級職員及顧問之通訊；
- 確立購股權持有人之獲益權利；
- 按法例、規則或規例規定(無論法定其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、法國巴黎證券及本公司業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或令要約人及/或本公司及/或法國巴黎證券得以履行彼等對購股權持有人及/或適用法規項下之責任，及購股權持有人可能不時同意或知悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人及/或法國巴黎證券及/或本公司為達致上述或有關任何上述之用途，可能作出必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、法國巴黎證券、本公司及/或彼等任何代理、高級職員及顧問；
- 為要約人及/或法國巴黎證券及/或本公司提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他個人或機構，例如閣下之銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 要約人及/或法國巴黎證券及/或本公司認為必需或適當情況下之任何其他個人或機構。

4. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及/或法國巴黎證券及/或本公司是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及/或法國巴黎證券及/或本公司可就獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約人、法國巴黎證券或本公司(視情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。