

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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**FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE SHARE AWARD OFFER.**  
閣下如欲接納股份獎勵要約，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 UNALLOTTED AWARDED SHARES OF TCL COMMUNICATION TECHNOLOGY HOLDINGS LIMITED

接納及註銷TCL通訊科技控股有限公司發行之未獲配發獎勵股份的表格

To be completed in full 每項均須填寫

<b>IN CONSIDERATION FOR THE SHARE AWARD OFFER PRICE</b> stated below, the Trustee hereby accepts the Share Award Offer and agrees to the surrender for cancellation the number of Unallotted Awarded Shares, upon and subject to the terms and conditions contained herein and in the Share Award Offer Letter and the Scheme Document. 受託人謹此按下列 <b>股份獎勵要約價</b> 接納 <b>股份獎勵要約</b> 並同意交回下列數目的未獲配發獎勵股份以供註銷，惟須遵守本表格、股份獎勵要約函件及計劃文件內之條款及條件。	
Details of Trustee 受託人資料	Name 名字
	Address 地址
	Telephone number 電話號碼
Share Award Offer Price 股份獎勵要約價	The cancellation price of HK\$7.50 per Unallotted Awarded Share payable in cash by the Offeror 要約人須以現金支付每股未獲配發獎勵股份7.50港元的註銷價

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

日期：2016年\_\_\_\_\_月\_\_\_\_\_日

Signed by \_\_\_\_\_

For and on behalf of the Trustee in the presence of:

\_\_\_\_\_代表受託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 \_\_\_\_\_

For and on behalf of the Trustee

\_\_\_\_\_代表受託人簽署

**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 Share Award Offer on behalf of the Offeror.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

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

The Share Award Offer is conditional upon the Scheme becoming effective. The Trustee is advised to read the Share Award Offer Letter and the Scheme Document before completing this form of acceptance. To accept the Share Award Offer made by BNP on behalf of the Offeror, you should complete and sign this form of acceptance overleaf and return this entire form 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 – Share Award 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 Share Award Offer Letter are incorporated into and form part of this form of acceptance.

**FORM OF ACCEPTANCE AND CANCELLATION OF UNALLOTTED AWARDED SHARES**

**To: The Offeror, BNP and the Company**

1. Our execution of this form of acceptance shall be binding on our successors and assigns, and shall constitute:
  - (a) Our irrevocable acceptance of the Share Award Offer made by BNP on behalf of the Offeror, as contained in the Share Award Offer Letter and the Scheme Document, and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Unallotted Awarded Shares as at the Share Award Offer Record Date;
  - (b) Our 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 our favour for the Share Award Amount to which we shall receive under the terms of the Share Award Offer, by ordinary post at our own risk to the address provided in this form of acceptance within seven Business Days of the later of: (A) the date that the Share Award Offer becomes unconditional; and (B) the date of receipt of such validly completed and executed Award Form of Acceptance;
  - (c) Our authorisation 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 we have made on this form of acceptance;
  - (d) Our 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 the Unallotted Awarded Shares surrendered for cancellation under the Share Award Offer; and
  - (e) Our 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 Share Award Offer Letter.
2. We understand that acceptance of the Share Award Offer by us will be deemed to constitute a warranty by us to the Offeror, the Offeror Directors, BNP and the Company that the Unallotted Awarded Shares are valid and subsisting, 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 as on or after the date of the Scheme Document.
3. We understand that no acknowledgment of receipt of any form of acceptance will be given. We further understand that all documents will be sent by ordinary post at our own risk.
4. We hereby warrant and represent to the Offeror, BNP and the Company that we have the full right, power and authority to surrender the Unallotted Awarded Shares for cancellation by way of acceptance of the Share Award Offer.
5. We warrant to the Offeror, BNP and the Company that we 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 Share Award Offer, and any revision thereof; and that we 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 we have paid all issue, transfer or other taxes or other required payments due from us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
6. We warrant to the Offeror, BNP and the Company that we shall be fully responsible for payment of any transfer or other taxes or duties payable by us in connection with our acceptance of the Share Award Offer.
7. We acknowledge that, save as expressly provided in the Share Award Offer Letter, the Scheme Document and this form of acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
8. We warrant that we have read, understood and agreed to the terms and conditions of the Share Award Offer (including without limitation those set out in the Share Award 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 Share Award Offer for the Unallotted Awarded Shares, 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.

#### 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 Share Award 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;
- 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 Trustee and/or under applicable regulations and other purpose to which the Trustee 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

倘閣下欲就未獲配發獎勵股份而接納股份獎勵要約，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。

#### 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、股份獎勵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；
- 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受託人及/或適用法規項下之責任，及受託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。