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China Display Optoelectronics Technology Holdings Limited

華顯光電技術控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 334)

**RENEWAL OF
EXISTING CONTINUING CONNECTED TRANSACTIONS –
MASTER IMPORT AGENCY AND LOGISTICS
SERVICES (2022 – 2024) AGREEMENT**

INTRODUCTION

The Board is pleased to announce that the Company had on 13 December 2021 (Hong Kong time after trading hours) entered into the Master Import Agency and Logistics Services (2022-2024) Agreement with Qianhai Sailing for a term commencing from 1 January 2022 to 31 December 2024, which is on substantially similar terms of the corresponding existing agreement to continue the existing continuing connected transactions thereunder.

LISTING RULES IMPLICATIONS

As at the date of this announcement, TCL Technology, the ultimate controlling shareholder of the Company, indirectly held approximately 64.20% of the number of issued Shares and therefore is a connected person of the Company under the Listing Rules. Qianhai Sailing is held as to 40% by TCL Technology and is therefore an associate of TCL Technology and hence also a connected person of the Company under the Listing Rules. Therefore, the Master Import Agency and Logistics Services (2022-2024) Agreement constitutes continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (other than the profits ratio) with reference to the proposed annual caps under the Master Import Agency and Logistics Services (2022-2024) Agreement exceed 0.1% but all are less than 5%, the continuing connected transactions contemplated thereunder are exempt from the circular (including independent financial advice) and Shareholders' approval requirement under Rule 14A.76(2) of the Listing Rules but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Listing Rules.

INTRODUCTION

The Board is pleased to announce that the Company had on 13 December 2021 (Hong Kong time after trading hours) entered into the Master Import Agency and Logistics Services (2022-2024) Agreement with Qianhai Sailing for a term commencing from 1 January 2022 to 31 December 2024, which is on substantially similar terms of the corresponding existing agreement to continue the existing continuing connected transactions thereunder.

MASTER IMPORT AGENCY AND LOGISTICS SERVICES (2022 – 2024) AGREEMENT

Reference is made to the announcement of the Company dated 18 December 2019. As stated therein, on 18 December 2019, the Company has entered into the Master Import Agency and Logistics Services Agreement with Qianhai Sailing, which will expire on 31 December 2021. As the Company and Qianhai Sailing wish to continue the continuing connected transactions contemplated thereunder, the Company has on 13 December 2021 (after trading hours) entered into the Master Import Agency and Logistics Services (2022-2024) Agreement with Qianhai Sailing. The Master Import Agency and Logistics Services (2022-2024) Agreement is on substantially similar terms as the Master Import Agency and Logistics Services Agreement.

The material terms of the Master Import Agency and Logistics Services (2022-2024) Agreement are summarised below:

Date: 13 December 2021 (after trading hours)

Parties: (i) the Company (for itself and on behalf of the Group);
and
(ii) Qianhai Sailing

Duration: From 1 January 2022 to 31 December 2024 (both days inclusive).

Major terms: **Import Agency Services**

- (1) The Group appoints Qianhai Sailing as its non-exclusive import handling agent to import and deliver Overseas Materials, which are sourced and ordered by the Group from overseas suppliers, from the designated warehouse owned by Qianhai Sailing and/or its subsidiaries in Hong Kong to a place in PRC designated by the relevant member of the Group. Qianhai Sailing shall handle all customs clearance and import logistics procedures for entry of the Overseas Materials into the PRC.
- (2) The ownership of any Overseas Materials handled by Qianhai Sailing pursuant to the Master Import Agency and Logistics Services (2022-2024) Agreement shall be mutually determined by the relevant member of the Group and the relevant overseas suppliers. Qianhai Sailing shall not be entitled to any ownership or proprietary interests in the relevant Overseas Materials at any time under the Master Import Agency and Logistics Services (2022-2024) Agreement and the transactions contemplated thereunder. If necessary, Qianhai Sailing may, together with the relevant member of the Group (or in the name of the relevant member of the Group or subsidiaries of Qianhai Sailing), enter into import agreements with the relevant overseas suppliers.

- (3) The Group has no obligation to engage Qianhai Sailing as its import handling agent. The Group, in its absolute discretion, may engage Qianhai Sailing for the Import Agency Services if and only if the terms of the services to be provided by Qianhai Sailing as a whole (including but not limited to fees and payment terms) are no less favourable than the terms of comparable services (i) offered by Qianhai Sailing to Independent Third Parties and (ii) offered by Independent Third Parties to the Group. Terms offered by Qianhai Sailing to the Group shall be on normal commercial terms (or better from the perspective of the Group) and in the respective interests of each party.

- (4) The terms and conditions of the Import Agency Services shall be agreed by relevant member of the Group and Qianhai Sailing in writing by individual agreements from time to time. The terms of such individual agreements shall be consistent with the terms of the Master Import Agency and Logistics Services (2022-2024) Agreement save and except the clauses regarding applicable law and dispute resolution.

Logistics Services

- (1) Upon each purchase of Overseas Materials from overseas suppliers by the Group, the Group may direct such Overseas Materials to be delivered to Qianhai Sailing's designated warehouse in Hong Kong owned by Qianhai Sailing and/or its subsidiaries. Qianhai Sailing shall then provide appropriate logistics services and any other relevant services (including but not limited to custom clearance) required by the Group to deliver the Overseas Materials to a place designated by the relevant member of the Group.

- (2) The relevant member of the Group shall issue an import products customs list setting out the necessary information for Qianhai Sailing to arrange for logistics services and relevant procedures.
- (3) Upon receiving a notice of delivery from the relevant member of the Group, Qianhai Sailing shall arrange to deliver the Overseas Materials to a place designated by the relevant member of the Group after the Overseas Materials are packed for delivery.
- (4) The ownership of any Overseas Materials stored and/or delivered pursuant to the Master Import Agency and Logistics Services (2022-2024) Agreement shall be determined mutually by the relevant member of the Group and the relevant overseas suppliers. Qianhai Sailing shall not be entitled to any ownership or proprietary interests in the Overseas Materials at any time under the Master Import Agency and Logistics Services (2022-2024) Agreement and the transactions contemplated thereunder.
- (5) The Group has no obligation to engage Qianhai Sailing as its import export logistics agent. The Group, in its absolute discretion, may engage Qianhai Sailing for the Logistics Services if and only if the terms of the Logistics Services to be provided by Qianhai Sailing as a whole (including but not limited to fees and payment terms) are no less favourable than the terms of comparable services (i) offered by Qianhai Sailing to Independent Third Parties and (ii) offered by Independent Third Parties to the Group. Terms offered by Qianhai Sailing to the Group shall be on normal commercial terms (or better from the perspective of the Group) and in the respective interests of each parties.

- (6) The terms and conditions of the Logistics Services shall be agreed by relevant member of the Group and Qianhai Sailing in writing by individual agreements from time to time. The terms of such individual agreements shall be consistent with the terms of the Master Import Agency and Logistics Services (2022-2024) Agreement save and except the clauses regarding applicable law and dispute resolution.

Fee and Payment term:

Import Agency Services

Qianhai Sailing will charge the Group an Agency Fee for the Import Agency Services, which is inclusive of all relevant disbursements and expenses. The Agency Fee shall be calculated using the below formula:

(service fee + disbursements not covered by the service fee but reasonably incurred by Qianhai Sailing in association with the Import Agency Services) x 1.06

The service fee shall be 0.25% of the Import Price (before tax) of the Overseas Materials, which is inclusive of certain disbursements incurred by Qianhai Sailing in association with the Import Agency Services, and the minimum service fee shall be RMB800 (before tax).

Qianhai Sailing and the Group shall confirm and sign on the monthly bill of the Import Agency Services before the 5th day of the following month. The Group shall settle the monthly bill before the last day of the following month.

The Group shall be responsible for, and shall reimburse Qianhai Sailing (if applicable) for all out-of-pocket expenses and relevant fees incurred by Qianhai Sailing in this connection including any Import Price paid by Qianhai Sailing on behalf of the Group.

Logistics Services

Qianhai Sailing shall charge the Group Logistics Fees for the Logistics Services, which is inclusive of all relevant disbursements and expenses. The Logistics Fees shall be calculated using the below formula:

(service fee + disbursements not covered by the service fee but reasonably incurred by Qianhai Sailing in association with the Logistics Services) x 1.06

The service fee shall be 0.25% of the Import Price (before tax) of the Overseas Materials, which is inclusive of certain disbursements incurred by Qianhai Sailing in association with the Import Agency Services, and the minimum service fee shall be RMB800 (before tax).

Qianhai Sailing and the Group shall confirm and sign on the monthly bill of the Logistics Services before the 5th day of the following month. The Group shall settle the monthly bill before the last day of the following month.

INTERNAL CONTROL PROCEDURES AND PRICING POLICIES

In order to safeguard the interests of the Company and the Shareholders, and to ensure that the Master Import Agency and Logistics Services (2022-2024) Agreement and the transactions contemplated thereunder are on normal commercial terms and on terms no less favourable to the Group than those offered by Independent Third Parties, in addition to those disclosed above, the Company has also adopted the following internal control procedures and pricing policies:

- (i) The finance department of the Company has maintained a list of transaction parties (the “**Transaction Parties List**”) of all material transactions and highlighted those who are connected persons of the Company so that staff members could identify transactions that constitute connected transactions of the Company. Whenever the relevant department of the Company intends to enter into transaction with an entity, the relevant department would check against the Transaction Parties List to see if such entity is a connected person of the Company, and if so the connected transaction would be subject to applicable review and monitoring procedures (including those set out herein, if applicable) to ensure the connected transactions would be on normal commercial terms and on terms no less favourable from the perspective of the Group.

- (ii) The finance department of the Company has, on a quarterly basis, counterchecked with each party in the Transaction Parties List to ascertain whether they are a connected person of the Company, so as to maintain the list of connected persons (the “**Connected Person List**”) for the staff members to identify transactions constituting connected transactions of the Company. Any alteration to the Connected Person List could only be made after checking with the counterparty to ascertain the relationship with the Company, in the case of an addition to the Connected Person List, evidence such as organisation chart will have to be obtained, and in the case of a removal from the Connected Person List, evidence will have to be obtained to confirm the date of the relevant party ceasing to be a connected person of the Company. Whenever there is an update to the Connected Person List, it must be reported and approved by the management of the Group to ensure the management is aware of such update.
- (iii) The finance department of the Group will maintain a database to record and monitor the aggregate transaction amounts under the continuing connected transactions from time to time and prepare a monthly report on the status of the aggregate transaction amounts which will be submitted to the finance director of the Group for review.
- (iv) Before conducting any transactions with connected persons, the finance department would confirm that the Group still has sufficient unused annual caps for carrying out the relevant continuing connected transactions. The finance department would on a regular basis review the continuing connected transactions carried out during the period under review to assess, and compile a report, on (i) whether the continuing connected transactions of the Group have been carried out in accordance with the terms of the relevant agreement and the Company’s pricing policy; and (ii) the transactions amount during the month under review, the aggregate amount of transactions conducted during the relevant financial year and whether the relevant annual caps have been exceeded. If it is anticipated that the annual caps may be exceeded if the Company is to carry out the proposed transactions, it would take all appropriate steps in advance to comply with the relevant requirements under the Listing Rules including but not limited to revising the relevant annual caps before entering into the proposed transactions. In particular, when 80% of the amount under the relevant annual cap has been utilised, the finance department would send an alert to the operation unit and management, and they would be required to ascertain if there is still sufficient unused annual cap before conducting any further transactions with the relevant connected persons. When 90% of the amount under the relevant annual cap has been utilised, the Group will consider refusing to conduct any further transactions with the relevant connected persons until the relevant annual cap has been revised in compliance with the Listing Rules.

- (v) Every time before conducting any continuing connected transactions, the relevant department of the Group would first prepare the relevant individual agreement for the continuing connected transactions and submit it to the finance department and legal department of the Group for review and approval. The finance department and legal department of the Group would review the terms of the proposed transaction and the draft individual agreement to be entered into to make sure that the terms are in compliance with the pricing policy of the Group and the overall terms and conditions (including prices and payment terms) are no less favourable to the relevant member of the Group than those offered by Independent Third Parties. The transactions could only be carried out after the finance department and the legal department have given their approval therefor.

- (vi) The Company's internal control unit will on a half-year basis review the monitoring of the continuing connected transactions to ensure the abovementioned policies and procedures are adequate and effective, the findings of the review will be reported by the head of internal control unit to the finance director of the Company. The internal control unit regularly reviews and monitors whether the continuing connected transactions are conducted on normal commercial terms and in compliance with the policies and procedures. In the event of any non-compliance issue or inadequacy in the policies and procedures, the internal control unit will immediately report such matters to the independent non-executive directors and will take remedial actions.

- (vii) The independent non-executive Directors will be provided with the internal control report which sets out the matters subject to review, the methodology adopted, the findings of the internal control department as well as remedial actions taken (if any). Further, the management will provide independent non-executive Directors with half-yearly reports in respect of the on-going continuing connected transactions; sufficient information relating to (i) financial performance and position of the Company; (ii) the implementation of the continuing connected transactions and (iii) the agreement(s) on the continuing connected transactions to be entered into will also be provided to enable the independent non-executive Directors to make their independent judgment in reviewing the continuing connected transactions. The internal control department of the Company will alert the independent non-executive Directors of any deficiency of internal controls or non-compliance issue.

- (viii) All such personnel involved in the internal control procedures are independent of TCL Technology and its associates.
- (ix) Where Qianhai Sailing offers to provide Import Agency Services and/or Logistics Services to the Group at terms no less favourable than (i) those offered by Qianhai Sailing to other Independent Third Parties and (ii) those offered by other Independent Third Parties to the Group, the Company shall consider using the Import Agency Services and/or Logistics Services provided by Qianhai Sailing. However, the Group is not restricted and is entitled to choose the import agency services or logistics services provided by other Independent Third Parties service providers if it considers that desirable to do so. The Group would regularly review the terms offered by Qianhai Sailing regarding Import Agency Services or Logistics Services as compared to same or similar services provided by Independent Third Party service providers, including but not limited to obtaining quotations from Qianhai Sailing and such Independent Third Party service providers for same or similar services as the Import Agency Services or Logistics Services on a periodic basis and making comparisons. If there are no comparable terms offered to the Group by other Independent Third Party service providers, the terms of such services to be provided by Independent Third Party service providers to the Group shall then be determined after arm's length negotiations between the parties and shall be on normal commercial terms or better.

HISTORICAL FIGURES AND PROPOSED ANNUAL CAPS

The following table sets out the historical figures of the continuing connected transactions under the Master Import Agency and Logistics Services Agreement for the period from 18 December 2019 to 30 September 2021 and the proposed annual caps under the Master Import Agency and Logistics Services (2022-2024) Agreement for the three years ending 31 December 2024:

	For the period from 18 December 2019 to 31 December 2019 <i>RMB'000</i>	For the year ended 31 December 2020 <i>RMB'000</i>	For the year ending 31 December 2021 (for historical annual cap)/ For the period from 1 January 2021 to 30 September 2021 (for actual amount) <i>RMB'000</i>
Master Import Agency and Logistics Services Agreement			
Historical annual caps	2,700	3,000	3,200
Actual Amount	Nil	2,193	1,735
Utilisation rate	Nil	73.10%	54.22%
	For the year ending 31 December 2022 <i>RMB'000</i>	For the year ending 31 December 2023 <i>RMB'000</i>	For the year ending 31 December 2024 <i>RMB'000</i>
Master Import Agency and Logistics Services (2022-2024) Agreement			
Proposed Annual Caps	3,150	3,450	3,800

BASIS FOR DETERMINATION OF THE PROPOSED ANNUAL CAPS

The Directors determined the proposed annual caps in relation to the Master Import Agency and Logistics Services (2022-2024) Agreement with reference to, among others, the following factors:

- (i) the historical amount of the import agency fees and/or logistics fees paid by the Group under the Master Import Agency and Logistics Services Agreement for the period from 18 December 2019 to 31 December 2021; and

- (ii) the Import Agency Services and/or Logistics Services required by the Group under the Agreement, which is expected to grow at an annual rate of approximately 10% for the three years ending 31 December 2024 taking into account the increasing demand for Overseas Materials driven by the 10% expected annual organic growth rate in the sales volume of the Group from 2022 to 2024.

REASONS FOR AND BENEFITS OF THE CONTINUING CONNECTED TRANSACTIONS

Qianhai Sailing has been providing import agency service and logistics service to the Group under the Master Import Agency and Logistics Service Agreement for the period from 18 December 2019 to 31 December 2021. Pursuant to the Master Import Agency and Logistics Services (2022-2024) Agreement, the Group can continue to benefit from the experience and expertise of Qianhai Sailing in handling custom clearance and import logistics for the Group, as opposed to establishing its own customs department to handle import and customs clearance related matters and incurring extra costs for the import of Overseas Materials.

In order to streamline the cost structure and operations of the Group, the Company considers it beneficial to continue to outsource the import agency services and logistics services to specialised service units. Further, as Qianhai Sailing has specific and professional departments responsible for the custom clearance and import logistics of sourcing overseas materials, such arrangement of custom clearance and import logistics in bulk can achieve economies of scale and thus decrease the marginal costs involved and achieving a more competitive price than other Independent Third Parties service providers. Given the close relationship of the Company with TCL Technology Group and Qianhai Sailing being an associate of TCL Technology, the Company believes that Qianhai Sailing is a more reliable business partner than other Independent Third Parties service providers and the Group is in a better position to monitor the provision of custom clearance and import logistics services under the Master Import Agency and Logistics Services (2022-2024) Agreement.

In light of the above, the Directors (including the independent non-executive Directors) are of the view that the terms of the Master Import Agency and Logistics Services (2022-2024) Agreement, the transactions contemplated thereunder and the proposed annual caps are fair and reasonable, on normal commercial terms or better, entered into in the ordinary and usual course of business of the Group, and in the interest of the Company and the Shareholders as a whole.

GENERAL INFORMATION OF THE PARTIES

Headquartered in the PRC, the Group is principally engaged in the research and development, manufacture, sales and distribution of LCD modules. The Group is also one of the major suppliers of small and medium sized display modules in the PRC. The Group has its manufacturing plant in the PRC and distributes its products in Asia, with focus on Hong Kong and the PRC markets. For more information on the Group, please visit its official website at www.cdoth8.com (the information that appears in this website does not form part of this announcement).

Qianhai Sailing is owned as to 40% by Shenzhen Feima International Supply Chain Co., Ltd* (深圳市飛馬國際供應鏈股份有限公司), a company established under the laws of the PRC whose shares are listed on the Shenzhen Stock Exchange (stock code: 002210), and as to 40% by TCL Technology. Qianhai Sailing is principally engaged in provision of logistics services and supply chain management.

LISTING RULES IMPLICATIONS

As at the date of this announcement, TCL Technology, the ultimate controlling shareholder of the Company, indirectly held approximately 64.20% of the number of issued Shares and therefore is a connected person of the Company under the Listing Rules. Qianhai Sailing is held as to 40% by TCL Technology and is therefore an associate of TCL Technology and hence also a connected person of the Company under the Listing Rules. Therefore, the Master Import Agency and Logistics Services (2022-2024) Agreement constitutes continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios (other than the profits ratio) with reference to the proposed annual caps under the Master Import Agency and Logistics Services (2022-2024) Agreement exceed 0.1% but all are less than 5%, the continuing connected transactions contemplated thereunder are exempt from the circular (including independent financial advice) and Shareholders' approval requirement under Rule 14A.76(2) of the Listing Rules but are subject to the reporting, announcement and annual review requirements under Chapter 14A of the Listing Rules.

Notwithstanding the respective interest and/or roles of certain Directors in TCL Technology Group, in particular, as at the date of this announcement, (i) Mr. LIAO Qian who is interested in 229,596 shares in TCL Technology (representing approximately 0.0016% of the issued share capital of TCL Technology) and is also an executive director, the senior vice president and the secretary of the board of directors of TCL Technology; (ii) Mr. OUYANG Hongping who is interested in 26,600 shares in TCL Technology (representing approximately 0.0002% of the issued share capital of TCL Technology) and is also a general manager of low-temperature poly-silicon division of small and medium-sized display business group of TCL CSOT, a general manager and a director of Wuhan CDOT, and a general manager of Wuhan CSOT; and (iii) Mr. ZHANG Feng who is interested in 358,148 shares in TCL Technology (representing approximately 0.0026% of the issued share capital of TCL Technology) and is also the legal representative of Wuhan CSOT and Wuhan CDOT, the senior vice president of TCL CSOT, the general manager of small and medium-sized display business group of TCL CSOT and the general manager and a director of Wuhan China Star Optoelectronics Semiconductor Display Technology Company Limited* (武漢華星光電半導體顯示技術有限公司, a subsidiary of TCL CSOT); as each of their respective direct interest in TCL Technology Group is either by virtue of common directorship/senior management role or the immaterial interest in shares of TCL Technology, their respective direct or indirect interests in TCL Technology Group are insignificant and that none of the TCL Associates are associates of any of the Directors, none of them is considered as having a material interest in the transactions contemplated under the Master Import Agency and Logistics Services (2022-2024) Agreement, therefore all Directors are entitled to vote on the Board resolutions for considering and approving the Master Import Agency and Logistics Services (2022-2024) Agreement pursuant to the Bye-laws.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms have the following meanings when used herein:

“Agency Fee(s)”	the fee(s) to be charged by Qianhai Sailing for the Import Agency Services provided to the Group pursuant to the Master Import Agency and Logistics Services (2022-2024) Agreement;
“associate(s)”	has the meaning ascribed to it under the Listing Rules;

“Board”	the board of Directors;
“Bye-Laws”	the bye-laws of the Company as supplemented or amended or substituted from time to time;
“close associate(s)”	has the meaning ascribed to it under the Listing Rules;
“Company”	China Display Optoelectronics Technology Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 334);
“connected person(s)”	has the meaning ascribed to it under the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Group”	the Company and its Subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	Hong Kong Special Administrative Region of the PRC;
“Import Agency Services”	the import agency services provided by Qianhai Sailing as non-exclusive import handling agent to the Group importing and delivering Overseas Materials, and handling all customs clearance and import logistics procedures for entry of the Overseas Materials into the PRC from time to time pursuant to the Master Import Agency and Logistics Services (2022-2024) Agreement;
“Import Price”	the purchase price paid or to be paid by the Group to overseas Independent Third Party suppliers for the purchase of the Overseas Materials;

“Independent Third Party(ies)”	A person(s) or company(ies) which is/are independent of and not connected with any directors, chief executives, controlling shareholders and substantial shareholders of the Company or any of its Subsidiaries and their respective associates;
“LCD”	liquid crystal display;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Logistics Fee(s)”	the fee(s) to be charged by Qianhai Sailing for the Logistics Services provided to the Group pursuant to the Master Import Agency and Logistics Services (2022-2024) Agreement;
“Logistics Services”	the logistics services to be provided by Qianhai Sailing to the Group from time to time pursuant to the Master Import Agency and Logistics Services (2022-2024) Agreement;
“Master Import Agency and Logistics Services Agreement”	the master import agency and logistics services agreement dated 18 December 2019 entered into between Qianhai Sailing and the Company;
“Master Import Agency and Logistics Services (2022-2024) Agreement”	the master import agency and logistics services (2022-2024) agreement dated 13 December 2021 entered into between Qianhai Sailing and the Company;
“Overseas Materials”	the articles, things, parts or components manufactured or produced in areas other than the PRC which are required for the manufacture or production of the Products;
“PRC”	the People’s Republic of China excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan, for the purpose of this announcement;

“Products”	means products including but not limited to LCD modules manufactured, produced or otherwise sold or distributed by the Group;
“Qianhai Sailing”	Shenzhen Qianhai Sailing Supply Chain Management Co., Ltd.* (深圳前海啟航供應鏈管理有限公司), a company established in the PRC with limited liability;
“RMB”	Renminbi, the lawful currency of the PRC;
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company;
“Shareholder(s)”	holder(s) of Share(s);
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiary/subsidiaries”	any entity within the meaning of the term “subsidiary” as defined in the Listing Rules and the term “Subsidiaries” shall be construed accordingly;
“TCL Associates”	the associate(s) of TCL Technology and any entity(ies) that may become associate(s) of TCL Technology from time to time;
“TCL CSOT”	TCL China Star Optoelectronics Technology Co., Ltd.* (TCL華星光電技術有限公司), formerly known as Shenzhen China Star Optoelectronics Technology Co., Ltd.* (深圳市華星光電技術有限公司), a company established under the laws of the PRC with limited liability and a subsidiary of TCL Technology;
“TCL Technology”	TCL Technology Group Corporation (TCL科技集團股份有限公司)(formerly known as TCL Corporation (TCL集團股份有限公司)), a joint stock limited company established under the laws of the PRC, the ultimate controlling shareholder of the Company, the shares of which are listed on the Shenzhen Stock Exchange (stock code: 000100);

“TCL Technology Group”	TCL Technology, its subsidiary(ies) and any entity(ies) that may become subsidiary(ies) of TCL Technology from time to time, and for the purpose of this announcement excludes the Group (unless otherwise specified);
“Wuhan CDOT”	Wuhan China Display Optoelectronics Technology Company Limited* (武漢華顯光電技術有限公司), a company established under the laws of the PRC with limited liability and an indirect subsidiary of TCL Technology;
“Wuhan CSOT”	Wuhan China Star Optoelectronics Technology Co., Ltd.* (武漢華星光電技術有限公司), a company established under the laws of the PRC with limited liability and an indirect subsidiary of TCL Technology;
“%”	per cent

On behalf of the Board
LIAO QIAN
Chairman

Hong Kong, 13 December 2021

The English translation of Chinese names or words in this announcement, where indicated by “”, are included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words.*

As at the date of this announcement, the Board comprises Mr. LIAO Qian as Chairman and non-executive Director, Mr. OUYANG Hongping, Mr. WEN Xianzhen and Mr. ZHANG Feng as executive Directors; and Ms. HSU Wai Man Helen, Mr. XU Yan and Mr. LI Yang as independent non-executive Directors.