

Form A
表格甲

The whole of this document must be returned to be valid.
本文件必須整份交回方為有效。

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

IMPORTANT 重要提示

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON THURSDAY, 21 APRIL 2016. 本文件具有價值及可轉讓，務請閣下立即處理。本文件所載供股建議之有效期於二零一六年四月二十一日(星期四)下午四時正屆滿。

IF YOU ARE IN ANY DOUBT ABOUT THIS DOCUMENT, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. 如閣下對本文件或供股建議有任何疑問，或如閣下出售閣下全部或部份股份，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

Dealings in the Shares and the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS operated by Hong Kong Securities Clearing Company Limited ("HKSCC") and you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests. 股份以及未繳股款及繳足股款供股股份之交易可透過香港中央結算有限公司(香港結算)管理之中央結算系統結算。有關該等結算安排之詳情及該等安排對閣下權利及權益可能造成之影響，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

Shareholders of the Prospectus Documents has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of these documents. 各份章程文件已根據香港法例第32章公司(清盤及雜項條文)條例第342C條之規定送交香港公司註冊處處長登記。香港公司註冊處處長及香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited ("Stock Exchange") and HKSCC take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss or loss however arising from or in reliance upon the whole or any part of the contents of this document. 香港交易所及香港中央結算有限公司對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本文件全部或部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Reference is made to the Prospectus ("the Prospectus") issued by Synterone Communication Corporation ("the Company") dated 7 April 2016 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires. 茲提述閣下通函集團有限公司(本公司)於二零一六年四月七日就供股發行供股章程(「供股章程」)。除文義另有指外，供股章程所界定之詞語在本通知函內具相同涵義。

Subject to the granting of listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange and compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants in the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time. 如獲香港交易所及香港中央結算有限公司接納，並獲准在該兩項交易所買賣，則在中央結算系統進行交易之未繳股款及繳足股款供股股份各間結算參與者，可於其後第二個交易日起，在中央結算系統進行交易。所有在中央結算系統進行之交易，均須符合不時有效之中央結算系統一般規則及中央結算系統運作程序規則。



Branch share registrar in Hong Kong:
Tricor Investor Services Limited
Level 22
Hopewell Centre
183 Queen's Road East
Hong Kong

香港股份過戶登記分處：
卓佳證券登記有限公司
香港
皇后大道東183號
合和中心
22樓

Registered Office of the Company:

本公司註冊辦事處：
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman
KY1-1111
Cayman Islands

Principal place of business in Hong Kong:
Room 1012, 10/F,
Tsim Sha Tsui Centre
66 Mody Road
Kowloon, Hong Kong

香港主要營業地點：
香港九龍
麼地道66號
尖沙咀中心
10樓1012室

7 April 2016
二零一六年四月七日

**RIGHTS ISSUE ON THE BASIS OF ONE RIGHTS SHARE FOR
EVERY ONE SHARE HELD ON THE RECORD DATE
AT HK\$0.125 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON THURSDAY, 21 APRIL 2016**

按於記錄日期每持有一股股份獲發一股供股股份之基準
按每股供股股份0.125港元之價格進行供股

股款須於接納時(不遲於二零一六年四月二十一日(星期四)下午四時正)繳足

PROVISIONAL ALLOTMENT LETTER ("PAL") 暫定配額通知書

Name(s) and address of the Qualifying Shareholder(s) 合資格股東姓名及地址

Total Number of Shares registered in your name(s) on Wednesday, 6 April 2016
於二零一六年四月六日(星期三)登記於閣下名下之股份總數

Box A 甲欄	
Box B 乙欄	Total number of Rights Shares provisionally allotted to you, subject to payment in full on acceptance by no later than 4:00 p.m. on Thursday, 21 April 2016 暫定配發予閣下之供股股份總數，股款最遲須於二零一六年四月二十一日(星期四)下午四時正接納時繳足
Box C 丙欄	Total subscription monies payable in full upon acceptance (rounding off to nearest HK\$0.01) 須於接納時繳足之認購股款總額(四捨五入至最接近的0.01港元)
Box D 丁欄	
Box E 戊欄	
Box F 己欄	
Box G 庚欄	
Box H 辛欄	
Box I 壬欄	
Box J 癸欄	
Box K 甲欄	
Box L 乙欄	
Box M 丙欄	
Box N 丁欄	
Box O 戊欄	
Box P 己欄	
Box Q 庚欄	
Box R 辛欄	
Box S 壬欄	
Box T 癸欄	
Box U 甲欄	
Box V 乙欄	
Box W 丙欄	
Box X 丁欄	
Box Y 戊欄	
Box Z 己欄	

Contact Telephone no.:
聯絡電話號碼:

TO ACCEPT THIS PROVISIONAL ALLOTMENT IN FULL, YOU MUST LODGE THIS ORIGINAL DOCUMENT WITH THE COMPANY'S BRANCH SHARE REGISTRAR IN HONG KONG, TRICOR INVESTOR SERVICES LIMITED AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG, TOGETHER WITH A REMITTANCE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX A ABOVE SO AS TO BE RECEIVED BY NO LATER THAN 4:00 P.M. ON THURSDAY, 21 APRIL 2016. CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "SYNERGISTE COMMUNICATION CORPORATION – RIGHTS ISSUE ACCOUNT" AND BE CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT ON THE PAGE ATTACHED TO THIS PAL. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

為接受此項臨時配發，閣下必須將此項原文件與本公司之香港股份過戶登記處香港中央證券登記有限公司，連同以香港幣兌現之支票或銀行匯票，於不遲於2016年4月21日（星期四）下午四時正前送交本公司之香港股份過戶登記處香港中央證券登記有限公司，地址為香港皇后大道東183號合和中心22樓。支票須由一間獲牌銀行發出，或銀行本票須由香港持牌銀行發出，並註明抬頭人為「SYNERGISTE COMMUNICATION CORPORATION – RIGHTS ISSUE ACCOUNT」，並以「只准入抬頭人賬戶」方式劃線開出。有關填制及分拆之指示載於本附屬通知書背面。本公司概不會就該等支票發出收據。

[illegible]

NO RECEIPT WILL BE GIVEN. 本公司將不會發出收據。



SYNERTONE COMMUNICATION CORPORATION
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1613)

7 April 2016

Dear Qualifying Shareholders,

INTRODUCTION

Reference is made to the prospectus (the “Prospectus”) issued by Synertone Communication Corporation (the “Company”) dated 7 April 2016 in relation to the Rights Issue. In accordance with the terms and subject to the conditions set out in the Prospectus despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of one Rights Share for every one Share registered in your name on the register of members of the Company as at the close of business on the Record Date (i.e. Wednesday, 6 April 2016). Your holding of Shares as at the close of business on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings herein unless the context indicates otherwise.

The Rights Shares, when fully-paid, will rank *pari passu* in all respects with the then existing issued Shares, including the right to receive all future dividends and distributions which may be declared, made or paid after the date of allotment of the Rights Shares.

The Prospectus Documents have not been registered under any securities or equivalent legislation of any jurisdictions other than the applicable laws in Hong Kong. Accordingly, no action has been taken to permit the Rights Issue in any territory outside Hong Kong. No person receiving a PAL in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory where such offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such territory in connection therewith. No application for the Rights Shares will be accepted from the Excluded Shareholders. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement in respect of the Rights Issue contains provisions entitling the Underwriter to terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 5:00 p.m. on Wednesday, 27 April 2016 if, (i) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by: (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially or adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic, or other nature (whether or not *ejusdem generis* with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Underwriter materially or adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or (ii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or (iii) there is any change in the circumstances of the Company or any member of the Group which in the sole and absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not *ejusdem generis* with any of the foregoing; or (vi) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or (vii) any suspension in the trading of securities generally or the Company’s securities on the Stock Exchange for a period of more than ten consecutive business days, excluding any suspension in connection with the clearance of the Announcement (if necessary) or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or (viii) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date hereof been publicly announced or published by the Company and which may in the absolute opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue; or (ix) there is: (a) any material breach of any of the warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or (b) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the warranties contained in the Underwriting Agreement untrue or incorrect in any material respect, to the knowledge of the Underwriter. **Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.**

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of the PAL intact and in accordance with the instructions printed thereon, together with a remittance for the full amount payable on acceptance, as shown in Box C, with the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong by no later than 4:00 p.m. on Thursday, 21 April 2016. All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or banker’s cashier orders must be issued by, a licensed bank in Hong Kong and made payable to “SYNERTONE COMMUNICATION CORPORATION — RIGHTS ISSUE ACCOUNT” and crossed “ACCOUNT PAYEE ONLY”. Such payment will constitute acceptance of the provisional allotment on the terms of the PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong.

It should be noted that unless a PAL, duly completed, together with the appropriate remittance as shown in Box C, has been received as described above by 4:00 p.m. on Thursday, 21 April 2016, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Share(s) have been validly transferred, your provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company may require such incomplete provisional allotment letter to be completed by the relevant applicants at a later stage. Completion and return of this PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, HKSCC Nominees Limited, who subscribes the Rights Shares on behalf of CCASS Participants, is not subject to the above warranty and representation. Please note that no provisional allotment of Rights Shares will be made to the Excluded Shareholders and no PAL will be sent to them.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the accompanying form of transfer and nomination (Form B), and hand this PAL to the person(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C), and lodge this PAL intact together with a remittance for the full amount payable on acceptance as shown in Box C with the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong so as to be received by not later than 4:00 p.m. on Thursday, 21 April 2016. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, and cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “SYNERTONE COMMUNICATION CORPORATION — RIGHTS ISSUE ACCOUNT” and crossed “ACCOUNT PAYEE ONLY”. It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you or transfer your rights to more than one person, the entire and original PAL must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Wednesday, 13 April 2016 at the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, which will cancel the original PAL and issue new PAL(s) in the denominations required. New PAL(s) will be available for collection at the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, during normal business hours on the second business day after the surrender of the original PAL.

CHEQUES AND CASHIER’S ORDERS

All cheques and cashier’s orders will be presented for payment immediately following, whether by you or by any nominated transferee, receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of a PAL together with a cheque or cashier’s order in payment for the Rights Shares accepted will constitute a warranty by the subscriber that the cheque or cashier’s order will be honoured on first presentation. Without prejudice to other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation, and, in that event, the relevant provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. If the Rights Issue does not proceed, refund cheque in respect of any application monies received by the Company without interest will be sent by ordinary post at your own risk to your registered addresses, or other persons entitled thereto on or before Friday, 29 April 2016.

SHARE CERTIFICATES

It is expected that the share certificates for all fully-paid Rights Shares are expected to be posted by the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited, by ordinary post to the persons entitled thereto at their own risk on or before Friday, 29 April 2016. You will receive one share certificate for all the Rights Shares, in fully-paid form, allotted and issued to you.

GENERAL

Lodgment of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the PAL has been issued, shall be conclusive evidence of the party or parties lodging it to deal with the same and to receive a split PAL and/or the share certificates for Rights Shares. Copies of the Prospectus are available from the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong.

All documents, including cheques for amounts due, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

The PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

PERSONAL DATA COLLECTION — PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Company’s branch registrar in Hong Kong and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of the Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Company’s branch registrar in Hong Kong hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Company’s branch registrar in Hong Kong 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 Company, at its principal place of business at Room 1012, 10/F, Tsim Sha Tsui Centre, 66 Mody Road, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Company’s branch registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, for the attention of Privacy Compliance Officer.

Yours faithfully,
For and on behalf of
SYNERTONE COMMUNICATION CORPORATION
Han Weining
Executive Director



協同通信集團有限公司
(於開曼群島註冊成立的有限公司)
(股份代號：1613)

敬啟者：

緒言

茲提述協同通信集團有限公司(「本公司」)就供股刊發日期為二零一六年四月七日之供股章程(「供股章程」)。根據寄發予合資格股東之供股章程內所載之條款及條件，董事已按於記錄日期(即二零一六年四月六日(星期三))營業時間結束時在本公司股東名冊登記於 閣下名下每一股股份獲發一股供股股份之基準，向 閣下暫定配發供股股份。 閣下於記錄日期營業時間結束時所持有之股份數目列於甲欄，而暫定配發予 閣下之供股股份數目則列於乙欄。除文義另有所指外，供股章程所界定之詞彙在本通知書內具有相同涵義。供股股份經繳足股款後，將在各方面與當時之現有已發行股份享有同等地位，包括有權收取於配發供股股份之日期後宣派、作出或派付之一切未來股息及分派。除香港之適用法例外，章程文件並無根據任何司法權區之任何證券法或同等法例登記。因此，本公司並無採取任何行動，以批准在香港以外任何地區進行供股。任何人士如在香港以外任何地區接獲暫定配額通知書，除非有關要約或邀請在該地區可合法提出而毋須辦理任何登記手續或符合該地區之任何其他法定及監管規定，否則不可視作申請認購供股股份之要約或邀請。受下文所述者所限，任何有意申請供股股份而身居香港以外地區之人士，在取得認購暫定配發供股股份之任何權利前，必須自行遵守一切有關地區之法例及規例，包括取得任何政府或其他方面同意及就此繳付該地區規定須繳付之任何稅項及徵費。除外股東作出供股股份之申請將不會被接納。倘本公司認為接納任何供股股份之申請會違反任何司法權區之適用證券法例或其他法例或規例，則本公司有關拒絕接納有關申請。

終止包銷協議

務請注意，有關供股的包銷協議載有條文賦予包銷商權利，倘(i)包銷商全權認為供股的成功進行將因以下各項而受到重大不利影響：(a)推出任何新法例或法規或現行法例或法規(或其司法詮釋)有任何變動或發生任何其他性質的情況，而包銷商全權認為可能對本集團整體業務或財務或營運狀況或前景構成重大不利影響，或對供股構成重大不利影響；或(b)發生任何本地、國家或國際間的政治、軍事、金融、經濟或其他性質(不論是否與上述任何性質相似者)的事件或變動(不論是否屬於在本暫定配額通知書日期之前及／或之後發生或持續出現的一連串事件或變動的一部分)，或屬於任何本地、國家或國際間的敵對行為或武裝衝突爆發或升級，或影響本地證券市場，而包銷商全權認為可能對本集團整體業務或財務或營運狀況或前景構成重大不利影響，或對供股的成功進行構成重大不利影響，或於其他方面導致進行供股屬不宜或不智；或(ii)市況出現任何不利變動(包括但不限於財政或金融政策或外匯或貨幣市場出現任何變動、暫停或嚴重限制買賣證券)，而包銷商全權認為可能對供股的成功進行構成重大或不利益影響，或於其他方面導致進行供股屬不宜或不智；或(iii)本公司或本集團任何成員公司的狀況出現任何變動，而包銷商單獨及全權認為將對本公司前景構成不利影響，包括在不限制上文所述情況的一般性原則下，被申請清盤或通過決議案清盤或結業或本集團任何成員公司發生類似事件或本集團任何重大資產被摧毀；或(iv)發生任何不可抗力事件，包括(在不限制上文所述情況的一般性原則下)任何天災、戰爭、暴動、治安不靖、民眾騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工，而包銷商全權認為可能對本集團整體業務或財務或營運狀況或前景構成重大不利影響；或(v)有關本集團整體業務或財務或營運狀況或前景的任何其他重大不利變動(不論與上述任何情況同類與否)；或(vi)任何倘於緊接供股章程日期前發生或發現但並無於供股章程披露的事宜，而包銷商全權認為有關事宜就供股而言構成重大遺漏；或(vii)一般證券或本公司證券在聯交所暫停買賣超過十個連續營業日，惟就供股而等待批准刊登該公佈(如必須)、章程文件或其他公佈或通函的暫停買賣除外；或(viii)供股章程於刊發時載有本公司於供股章程日期前並無公開發佈或刊登的資料(有關本集團業務前景或狀況或有關其遵守任何法例或上市規則或任何適用規例)，而包銷商可能全權認為就完成供股而言對本集團整體有重大影響，且極有可能對供股的成功進行構成重大不利影響；或(ix)包銷商獲悉(a)任何嚴重違反包銷協議所載任何保證或承諾的情況；或(b)包銷商獲悉，於包銷協議日期或之後及於最後終止時限前發生的任何特定事件或出現的事宜，而倘該事件或事宜於包銷協議日期前發生或出現，會導致包銷協議所載任何保證在任何重大方面屬失實或不正確，則包銷商有權於二零一六年四月二十七日(星期三)下午五時正之前向本公司發出書面通知以終止包銷協議。於發出該項通知後，包銷商根據包銷協議所須履行的責任即告終止(涉及先前違約情況除外)，而包銷協議訂約一方均不得就包銷協議所產生或涉及的任何事項向另一方提出申索。倘包銷商行使此項權利，供股將不會進行。

接納及付款手續

閣下如欲接納全部暫定配額供股股份，須將本暫定配額通知書整份並按照其上指示，連同丙欄所示於接納時應繳足之全數股款，不遲於二零一六年四月二十一日(星期四)下午四時正前交回本公司香港股份過戶登記處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元繳付，而支票必須由香港持牌銀行賬戶開出，銀行本票則須由香港持牌銀行發出，並以「SYNERTONE COMMUNICATION CORPORATION – RIGHTS ISSUE ACCOUNT」為抬頭人及以「只准入抬頭人賬戶」方式劃線開出。支付有關款項將構成根據暫定配額通知書及供股章程之條款及受本公司之組織章程大綱及公司細則所限接納暫定配額。本公司將不會就該等股款發出收據。所有關於暫定配額通知書之查詢應致予本公司之香港股份過戶登記分處卓佳證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心22樓。

務請注意，除非已填妥之暫定配額通知書連同丙欄所示之應繳股款如上文所述於二零一六年四月二十一日(星期四)下午四時正前由原獲配發人或已獲有效轉讓認購供股股份權利之任何人士送達，否則 閣下之暫定配額及其項下之所有權利及配額將被視為放棄並將於註銷。即使遞交人士或其代表並未遵照有關指示填妥暫定配額通知書，本公司仍可全權酌情視暫定配額通知書為有效，並使遞交人士或其代表受其約束。本公司可要求有關申請人於稍後填妥未填妥之暫定配額通知書。填妥及交回本暫定配額通知書，即表示向本公司保證及聲明， 閣下已經(或即將)妥為遵守所有相關地區(不包括香港)與暫定配額通知書及任何接納暫定配額通知書有關之一切登記、法律及監管規定。為免生疑，香港中央結算(代理人)有限公司(其代表中央結算系統參與者認購供股股份)不受上述保證及聲明所規限。務請注意， 閣下不會向除外股東作出供股股份之暫定配額，亦不會向彼等寄發暫定配額通知書。

轉讓

閣下如欲將根據本暫定配額通知書 閣下可認購獲暫定配發之供股股份之全部權利轉讓他人，則必須填妥及簽署隨附之轉讓及提名表格(表格乙)，並將本暫定配額通知書交予 閣下認購權之承讓人或轉讓經手人。承讓人須填妥及簽署登記申請表格(表格丙)，並將本暫定配額通知書整份連同丙欄所示於接納時應繳足之全數股款，不遲於二零一六年四月二十一日(星期四)下午四時正前交回本公司之香港股份過戶登記處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元繳付，而支票必須由香港持牌銀行賬戶開出，銀行本票則須由香港持牌銀行發出，並以「SYNERTONE COMMUNICATION CORPORATION – RIGHTS ISSUE ACCOUNT」為抬頭人及以「只准入抬頭人賬戶」方式劃線開出。務請注意， 閣下將可認購有關供股股份之權利轉讓予承讓人時須支付印花稅，而承讓人接納有關權利時亦須支付印花稅。

分拆配額

閣下如只擬接納部分暫定配額，或轉讓 閣下可認購獲暫定配發之供股股份之部分權利，或向超過一名人士轉讓 閣下之權利，則須不遲於二零一六年四月十三日(星期三)下午四時三十分前將整份原有暫定配額通知書交回本公司之香港股份過戶登記分處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓，其將註銷原有暫定配額通知書，並按所需數目發出新暫定配額通知書。新暫定配額通知書可於 閣下交回原有之暫定配額通知書後第二個營業日一般辦公時間內在本公司之香港股份過戶登記分處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓領取。

支票及銀行本票

全部支票及銀行本票於接獲(不論由 閣下或任何指定承讓人交回)後將立即過戶，而有關款項所產生之所有利息將撥歸本公司之利益。填妥及交回本暫定配額通知書連同支付供股股份款項之支票或銀行本票後，將構成認購人之一項保證，表示該支票或銀行本票將於首次過戶時兌現。在不影響本公司其他有關權利之情況下，倘隨附支票或銀行本票於首次過戶時未能兌現，則本公司保留拒絕受理任何暫定配額通知書之權利。在此情況下，有關之暫定配額及據此給予之一切有關權利將被視為放棄並將予以取消。倘不進行供股，就本公司所收任何申請股款發出之退款支票將於二零一六年四月二十九日(星期五)或之前全數但不計利息以平郵方式郵寄予 閣下或其他有權收取款項之人士之登記地址，郵誤風險概由 閣下承擔。

股票

預期所有繳足股款供股股份之股票將於二零一六年四月二十九日(星期五)或之前，由本公司之香港股份過戶登記分處卓佳證券登記有限公司以平郵方式郵寄予有權收取股票之人士，郵誤風險概由彼等承擔。 閣下將會就所有獲配發及發行繳足股款之供股股份收取一張股票。

一般事項

將本暫定配額通知書連同(如適用)已由獲發本暫定配額通知書之人士簽署之轉讓及提名表格一併交回，即已確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆暫定配額通知書及／或供股股份股票。供股章程可於本公司之香港股份過戶登記分處卓佳證券登記有限公司索取，地址為香港皇后大道東183號合和中心22樓。所有文件(包括退款支票)將以平郵方式郵寄予有關申請人士或有權收取文件之人士，郵誤風險概由收件人承擔。暫定配額通知書及所有對其所載建議之接納均受香港法律管轄並按其詮釋。

收集個人資料—暫定配額通知書

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示 閣下同意向本公司、本公司之香港股份過戶登記分處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關 閣下或 閣下為其利益而接納暫定配發供股股份之人士之任何資料。《個人資料(私隱)條例》賦予證券持有人權利，可確定本公司或本公司之香港股份過戶登記分處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據《個人資料(私隱)條例》，本公司及本公司之香港股份過戶登記分處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類之訊息之所有要求，應寄至本公司之主要營業地點(地址為香港九龍康樂道66號沙咀中心10樓1012室)或根據適用法例不時通知之地址，交予公司秘書；或(視情況而定)寄至本公司之香港股份過戶登記分處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心22樓)，交予私隱條例事務主任。

此 致

列位合資格股東 台照

代表
協同通信集團有限公司
執行董事
韓衛寧
謹啟

二零一六年四月七日

在轉讓認購本文件所指之供股股份之權利時，每項買賣雙方均須繳付從價印花稅。除出售之外，饋贈或轉讓實際擁有之權益亦須繳付從價印花稅。在本文件所指之任何供股股份轉讓認購權登記之前，須出示已繳付從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供有意轉讓其全部認購供股股份之權利之合資格股東填寫及簽署)

Dear Sirs,
I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.
敬啟者：
本人／吾等謹將本暫定配額通知書所列本人／吾等認購供股股份之全部權利轉讓予接受此權利並簽署下列登記申請表格（表格丙）之人士。

1. 2. 3. 4.

Signature(s) of the Shareholder(s) (all joint Shareholders must sign)
股東簽署 (所有聯名股東均須簽署)

Date 日期: _____

Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Share(s).
在轉讓閣下之供股股份認購權時須支付香港印花稅。

REGISTRATION APPLICATION FORM

登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Share(s) has/ have been transferred)
(僅供已獲轉讓供股股份認購權之人士填寫及簽署)

Dear Sirs,
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/we agree to accept the same on the terms embodied in this PAL and the accompanying Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：
本人／吾等謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人／吾等名下，本人／吾等同意按照本暫定配額通知書及隨附供股章程所載之條款，並在貴公司之組織章程大綱及細則之規限下接納此等供股股份。

Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號	
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[illegible]

1. 2. 3. 4.

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

Date 日期: _____

Hong Kong stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.
在接納供股股份之認購權時須支付香港印花稅。