

Dated the 12th day of August 2025

CHINA DISPLAY OPTOELECTRONICS TECHNOLOGY HOLDINGS LIMITED

and

TCL TECHNOLOGY GROUP CORPORATION

SUPPLEMENTAL AGREEMENT

to the Master Sale and Purchase (2025-2027) Agreement



THIS SUPPLEMENTAL AGREEMENT (this "Supplemental Agreement") is made on the 12th day of August 2025.

BETWEEN:

- 1) **CHINA DISPLAY OPTOELECTRONICS TECHNOLOGY HOLDINGS LIMITED** having its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and having its principal place of business in Hong Kong at 8th Floor, Building 22E, Phase Three HK Science Park, Pak Shek Kok, New Territories, Hong Kong (hereinafter called the "**Company**"); and
- 2) **TCL TECHNOLOGY GROUP CORPORATION** having its registered office at 22/F, TCL Technology Building, 17 Huifeng 3rd Road, Zhongkai Hi-tech Development District, Huizhou, Guangdong, the People's Republic of China (广东省惠州市仲恺高新区惠风三路 17 号 TCL 科技大厦 22 楼) (hereinafter called "**TCL Technology**").

(each as a "**Party**" and collectively referred to as the "**Parties**")

WHEREAS

- A) The Company and TCL Technology were parties to the Master Sale and Purchaser (2025-2027) Agreement dated 10 September 2024 in relation to the purchase of Materials from and the sale of Products to TCL Technology Group for the period from 1 January 2025 to 31 December 2027. This Supplemental Agreement is entered into under, and is supplemental to, the Master Sale and Purchaser (2025-2027) Agreement.
- B) The Company and TCL Technology agree to amend the Master Sale and Purchaser (2025-2027) Agreement in the manner hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

INTERPRETATIONS

1. Unless otherwise defined in this Supplemental Agreement or unless the context otherwise requires, terms and expressions defined in or construed for the purposes of the Master Sale and Purchaser (2025-2027) Agreement as amended from time to time shall bear the same meanings when used herein.
2. In this Supplemental Agreement, except as otherwise expressly provided or unless the context otherwise requires:
 - 2.1. the words "hereto", "hereof", "herein", "hereby" and "hereunder" and words of similar import, when used in this Supplemental Agreement, shall refer to

this Supplemental Agreement as a whole and not to any particular provision of this Supplemental Agreement;

- 2.2. terms defined in this Supplemental Agreement have the meanings assigned to them in such definitions and include the plural as well as the singular and vice-versa;
- 2.3. the table of contents and headings are for convenience only and shall not affect the construction or interpretation of this Supplemental Agreement;
- 2.4. the Recitals, Appendices, Schedules, Exhibits and Annexes (if any) hereto/hereof shall constitute an undivided part of this Supplemental Agreement and have the same legal effect as the provisions in this Supplemental Agreement and be deemed to be part of this Supplemental Agreement;
- 2.5. the contents of this Supplemental Agreement shall include all the contents in the Recitals, Appendices, Schedules, Exhibits and Annexes hereto/hereof and any references in this Supplemental Agreement to this Supplemental Agreement shall include the Recitals, Appendices, Schedules, Exhibits and Annexes hereto/hereof;
- 2.6. any references in this Supplemental Agreement to Sections, Recitals, Appendices, Schedules, Exhibits and Annexes are references to Sections, Recitals, Appendices, Schedules, Exhibits and Annexes to this Supplemental Agreement;
- 2.7. any references in this Supplemental Agreement to this Supplemental Agreement or any other agreement or contract shall include any modification or amendment or replacement made from time to time to/of this Supplemental Agreement or such other agreement or contract by the parties hereto or thereto who may agree in writing, as the case may be, and approved by the relevant regulatory authorities if required;
- 2.8. any references to any laws, statutes, rules or statutory provisions shall include:-
 - (a) the existing laws, statutes, rules or statutory provisions as may from time to time be merged / consolidated, amended, re-enacted or replaced; and
 - (b) any repealed laws, statutes, rules or statutory provisions as re-enacted (with or without amendment);
- 2.9. any references to a person include any individual, joint venture, body corporate, unincorporated body / association or institution;
- 2.10. any references to time means Hong Kong time;

- 2.11. any references to any person include its executors, administrators / managers, successors in-title and assignees;
- 2.12. if a period of time is specified, the specified date or the day on which an action or event occurs shall be included for the purpose of calculating the relevant period;
- 2.13. words of inclusion shall not be construed as terms of limitations, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations; and
- 2.14. this Supplemental Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

CONDITION PRECEDENT

- 3. This Supplemental Agreement is conditional on and subject to the compliance by the Company with relevant Listing Rules requirements regarding the Supplemental Agreement, including but not limited to the shareholders of the Company having approved this Supplemental Agreement and the transactions contemplated hereunder at the general meeting of the Company in accordance with the requirement of the Listing Rules, where applicable.

AMENDMENT OF MASTER SALE AND PURCHASE (2025-2027) AGREEMENT

- 4. Subject to satisfaction of the condition precedent set out in Clause 3, the Company and TCL Technology agree to amend the Master Sale and Purchaser (2025-2027) Agreement in the following manner:
 - 4.1. Clause 13.2 of the Master Sale and Purchaser (2025-2027) Agreement shall be deleted and replaced in its entirety with the following:

“13.2 the aggregate amount of sales of Products to TCL Technology Group by the Group (a) for the year ending 31 December 2025 shall not exceed 60% of the Group’s then total revenue in the financial year ending 31 December 2025; and (b) for each of the year ending 31 December 2026 and 31 December 2027 shall not exceed 50% of the Group’s then total revenue in each of the financial year ending 31 December 2026 and 31 December 2027 respectively.”
- 5. Save as amended as aforesaid, all the terms and conditions contained in the Master Sale and Purchaser (2025-2027) Agreement shall remain unchanged and with full force and effect.

GENERAL

- 6. This Supplemental Agreement shall form part and parcel of and be read together with the Master Sale and Purchaser (2025-2027) Agreement as a single document,

- and references to "**this Agreement**" in the Master Sale and Purchaser (2025-2027) Agreement shall mean the totality of the Master Sale and Purchaser (2025-2027) Agreement as varied and supplemented by this Supplemental Agreement.
7. No forbearance or indulgence on the part of the Company in enforcing any term of this Supplemental Agreement shall prejudice the rights of the Company hereunder nor be construed as a waiver thereof.
 8. If at any time any one or more of the provisions of this Supplemental Agreement become invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereunder shall not in any way be affected or impaired thereby.
 9. The insertion of headings in this Supplemental Agreement is for convenience of reference only and shall not affect the interpretation thereof.
 10. This Supplemental Agreement may be executed in any number of copies or counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Supplemental Agreement but all the counterparts shall together constitute one and the same instrument.
 11. Each of the parties intends this Supplemental Agreement to be executed as a deed and confirms that it is executed and delivered as a deed, notwithstanding that any one or more of the parties may execute it under hand.

GOVERNING LAW

12. This Supplemental Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
13. In the event of any disputes, controversies and claims ("**Dispute(s)**") arising between the Group and TCL Technology Group in connection with this Supplemental Agreement, they should resolve such Disputes in the manner specified under clause 18 of the Master Sale and Purchaser (2025-2027) Agreement.

THIRD PARTY RIGHTS

14. Subject to Clause 16, no person shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "**Third Parties Ordinance**") to enforce or enjoy the benefit of any of the provisions of this Supplemental Agreement and any contract associated therewith between such parties.
15. Notwithstanding any provision of this Supplemental Agreement, the consent of any person who is not a party to this document and its counterparts (if any) is not required to rescind or vary this Supplemental Agreement at any time.

16. Any Subsidiary of the Company and TCL Technology (each a "Designated Third Party") may, by virtue of the Third Parties Ordinance, rely on any provision of this document and any contract associated therewith between parties to this document and its counterparts (if any) only if and to the extent that such provision:-
 - 16.1. expressly limits or excludes liability of that Designated Third Party; and/or
 - 16.2. expressly confers other rights or benefits on that Designated Third Party (including without limitation any indemnity).
17. No right or benefit under any provision of this Supplemental Agreement enforceable by a Third Party under the Third Parties Ordinance shall be assigned by the Designated Third Party to another person unless this document expressly provides otherwise.

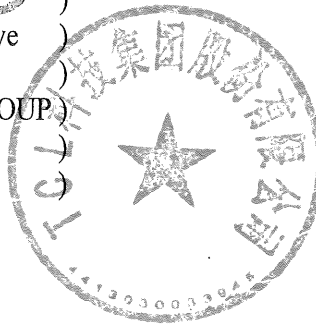
(The remainder of this page is intentionally left blank)

EXECUTION PAGE

AS WITNESS WHEREOF the following parties have executed and delivered this Supplemental Agreement as a deed on the day and year first before written.

EXECUTED AS A DEED AND)
DELIVERED by)
Director and/or authorised representative)
for and on behalf of)
CHINA DISPLAY OPTOELECTRONICS)
TECHNOLOGY HOLDINGS LIMITED)
signing and affixing its common seal for)
and on its behalf and duly authorised by its)
board of directors in the presence of:-)

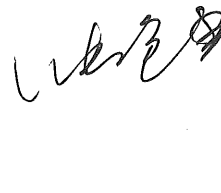
EXECUTED AS A DEED AND)
DELIVERED by)
Director and/or authorised representative)
for and on behalf of)
TCL TECHNOLOGY GROUP)
CORPORATION)
in the presence of:-)



EXECUTION PAGE

AS WITNESS WHEREOF the following parties have executed and delivered this Supplemental Agreement as a deed on the day and year first before written.

EXECUTED AS A DEED AND)
DELIVERED by)
Director and/or authorised representative)
for and on behalf of)
CHINA DISPLAY OPTOELECTRONICS)
TECHNOLOGY HOLDINGS LIMITED)
signing and affixing its common seal for)
and on its behalf and duly authorised by its)
board of directors in the presence of:-)

A handwritten signature in black ink, consisting of stylized cursive letters, positioned above the circular seal.

EXECUTED AS A DEED AND)
DELIVERED by)
Director and/or authorised representative)
for and on behalf of)
TCL TECHNOLOGY GROUP)
CORPORATION)
in the presence of:-)