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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本接納表格全部或任何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。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 2 January 2026 (“Composite Document”) jointly issued by Empire Charm Limited (the “Offeror”) and Hengdeli Holdings Limited (the “Company”). The English language text of this Form of Acceptance shall prevail over the Chinese language text.
除文義另有所指外，本接納表格所用詞彙與君雅有限公司（「要約人」）及亨得利控股有限公司（「本公司」）於2026年1月2日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定之詞彙具有相同涵義。本接納表格之中文文本本如有任何歧義，概以英文為準。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.
本接納及過戶表格在 閣下欲接納要約時適用。



Hengdeli Holdings Limited

亨得利控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 3389)

(股份代號: 3389)

**VOLUNTARY UNCONDITIONAL GENERAL CASH OFFER BY GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED AND
CMBC SECURITIES COMPANY LIMITED ON BEHALF OF EMPIRE CHARM LIMITED
TO ACQUIRE ALL OF THE ISSUED SHARES OF HENGDELI HOLDINGS LIMITED
(OTHER THAN THOSE ALREADY BENEFICIALLY OWNED BY EMPIRE CHARM LIMITED AND MS. FUNG)
FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.005 EACH IN THE ISSUED SHARE CAPITAL OF
HENGDELI HOLDINGS LIMITED**

國泰君安證券（香港）有限公司及民銀證券有限公司代表君雅有限公司提出
自願無條件全面現金要約收購亨得利控股有限公司全部已發行股份（君雅有限公司及馮稼喬女士已實益擁有的股份除外）
亨得利控股有限公司已發行股本中
每股面值0.005港元之普通股之接納及過戶表格

All parts should be completed except the sections marked “Do not complete”
除註明「毋須填寫」的部分外，每項均須填妥

Hong Kong Branch Share Registrar and Transfer Office: Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong (the “Share Registrar”)
香港股份過戶登記分處：香港中央證券登記有限公司
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖（「股份過戶登記處」）

FOR THE CONSIDERATION stated below, the Transferor(s) named below accept(s) the Offer and hereby transfer(s) to the Transferee named below the Share(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 根據本接納及過戶表格及綜合文件所載條款及條件，下列轉讓人現按下列代價，接納要約並將以下註明之股份轉讓予下列承讓人。		
Number of Share(s) to be transferred (Note 1) 將予轉讓之股份數目（附註1）	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱：	Forename(s): 名字：
	Registered address: 登記地址：	
		Telephone number: 電話號碼：
CONSIDERATION (Note 2) 代價（附註2）	HK\$0.14 in cash for each Offer Share 每股要約股份現金0.14港元	
TRANSFEEEE 承讓人	Name: 名稱：Empire Charm Limited 君雅有限公司 Correspondence Address: 通訊地址：Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands Occupation: 職業：Corporation 法人團體	

Signed by or for and on behalf of the Transferor(s) in the presence of:
轉讓人或其代表在下列見證人見證下簽署：

SIGNATURE OF WITNESS 見證人簽署 _____

NAME OF WITNESS 見證人姓名 _____

Address of witness 見證人地址 _____

Occupation of witness 見證人職業 _____

**ALL JOINT
REGISTERED HOLDERS
MUST SIGN HERE**
所有聯名登記持有人
均須於本欄簽署



Signature(s) of Transferor(s) or its duly authorised agent(s)/Company chop, if applicable

轉讓人或其正式授權代理人簽署／公司印鑑（如適用）

Date of submission of this Form of Acceptance

提交本接納表格之日期

The signing Shareholder(s) hereby acknowledge(s) that the Offer is subject to the terms and conditions contained herein and in the accompanying Composite Document, and that the signing and submission of this Form of Acceptance by the signing Shareholder(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.

署名股東謹此確認要約受本表格及隨附之綜合文件內之條款及條件所規限，且由署名股東簽署及呈交本接納表格並不令據此擬進行之股份轉讓生效。據此擬進行之股份轉讓須於下文所列轉讓日期由承讓人簽署，方可作實。

Do not complete 請勿填寫本欄	
Signed by or for and on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽署： SIGNATURE OF WITNESS 見證人簽署 _____	For and on behalf of 代表 Empire Charm Limited 君雅有限公司
NAME OF WITNESS 見證人姓名 _____	
Address of witness 見證人地址 _____	
Occupation of witness 見證人職業 _____	
Date 日期 _____	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署

Note 1: Insert the total number of Shares for which the Offer is accepted. If no number is specified or the number of Shares specified in this Form of Acceptance is greater or smaller than those represented by the share certificate(s) tendered for acceptance of the Offer and you have signed this Form of Acceptance, this Form of Acceptance will be returned to you for correction. Any corrected and valid Form of Acceptance must be re-submitted and received by the Share Registrar on or before the latest time of acceptance of the Offer in order for it to be valid.

附註1：請填上接納要約的相應股份總數。倘本接納表格並無註明數目，或本接納表格所註明的股份數目多於或少於 閣下就接納要約所提交之股票之股份數目，而 閣下已簽署本接納表格，則本接納表格將會退回給 閣下以作更正。任何經更正及有效的接納表格必須於接納要約的最後時間或之前重新提交且由股份過戶登記處收訖，方告有效。

Note 2: The consideration will be paid to an accepting Offer Shareholder less seller's ad valorem stamp duty.

附註2：向接納要約股東支付的代價將扣除賣方從價印花稅。

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of the Offer, this Form of Acceptance or as to the action to be taken, you should consult a licensed securities dealer or other registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Shares in Hengdeli Holdings Limited, you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or the transferee(s) or to the bank, licensed securities dealer or registered institution in securities, or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Guotai Junan Securities (Hong Kong) Limited (“**GTJA Securities**”) and CMBC Securities Company Limited (“**CMBC Securities**”) are making the Offer on behalf of the Offeror. The making of the Offer to Offer Shareholders who are citizens, residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant jurisdictions. Such Offer Shareholders may be prohibited from accepting the Offer or affected by the laws of the relevant jurisdictions which may apply to the Offer and it is the responsibility of each such Offer Shareholders who wishes to accept or take any other action in relation to the Offer to satisfy himself/herself/itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements and the payment of any issue, transfer or other taxes due from such Shareholder in such relevant jurisdictions. Any acceptance of the Offer by any Offer Shareholders will be deemed to constitute a representation and warranty from such Offer Shareholders to the Offeror, the Company and their respective advisers (including GTJA Securities and CMBC Securities) that all applicable laws and requirements have been complied with by such Offer Shareholder and that the Offer can be accepted by such Offer Shareholder lawfully under the laws of the relevant jurisdiction. By signing and returning the Form of Acceptance, the Offer Shareholder will be deemed to have warranted to the Offeror, the Company, Guotai Junan Securities, Guotai Junan Capital, CMBC Securities and CMBC International Capital that he/she/it has not taken or omitted to take any action which will or may result in the Offeror, the Offeror Concert Parties, the Company, Guotai Junan Securities, Guotai Junan Capital, CMBC Securities and CMBC International Capital or any other person involved in the Offer acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her/its acceptance thereof Shareholders should consult their professional advisers if in doubt.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

This Form of Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

You should read the Composite Document before completing this Form of Acceptance. The Offer is unconditional. To accept the Offer made by GTJA Securities and CMBC Securities on behalf of the Offeror, you should duly complete and sign this Form of Acceptance overleaf and forward this Form of Acceptance, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (“**Title Documents**”) for not greater or less than the number of Shares in respect of which you intend to accept the Offer, by post or by hand, marked “**Hengdeli Holdings Limited - Offer**” on the envelope, to the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong as soon as possible and in any event so as to reach the Share Registrar no later than 4:00 p.m. (Hong Kong time) on Friday, 23 January 2026, being the Closing Date, or such later time and/or date as the Offeror may, subject to the Takeovers Code, determine and announce.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror, GTJA Securities and CMBC Securities

1. My/Our execution of this Form of Acceptance (whether or not this Form of Acceptance is dated) shall be binding on my/our successors and assignees and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by GTJA Securities and CMBC Securities on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to each of GTJA Securities and CMBC Securities and/or the Offeror and/or any of their respective agent(s) to send a cheque crossed “Not negotiable – account payee only” drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer after deducting all sellers’ ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company no later than seven Business Days after the date on which all the relevant documents are received by the Share Registrar to render such acceptance under the Offer complete and valid:

(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)

Name: (in block capitals) _____

Address: (in block capitals) _____
 - (c) my/our irrevocable instruction and authority to each of the Offeror, GTJA Securities and CMBC Securities, the Share Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to each of the Offeror, GTJA Securities and CMBC Securities and/or such person or persons as any of them may direct to complete, amend and execute this Form of Acceptance or any document on my/our behalf in connection with my/our acceptance of the Offer, including without limitation to insert a date in this revised form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date, and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer;
 - (e) my/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 transfer my/our Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all liens, charges, encumbrances, pre-emptive rights and any other third party rights of any nature and together with all rights and benefits attaching to them or subsequently becoming attached to them, including the right to receive all dividends, other distributions and return of capital, if any, announced, declared, made or paid after the Closing Date;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, GTJA Securities and CMBC Securities or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;
 - (g) my/our irrevocable instruction and authority to each of GTJA Securities and CMBC Securities and/or the Offeror and/or any of their respective agent(s) to collect from the Company or the Share Registrar, on my/our behalf, the relevant Share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Share Registrar and to authorise and instruct the Share Registrar to hold such Share certificate(s) subject to the terms and conditions of the Offer, as if it/they were delivered to the Share Registrar together with this Form of Acceptance; and
 - (h) my/our agreement that the Offer and all acceptances of it, the Form of Acceptance and all contracts made pursuant to the Offer, and all actions taken or made or deemed to be taken or made pursuant to these terms will be governed by and construed in accordance with Hong Kong laws and my/our submission to the non-exclusive jurisdiction of the Hong Kong courts.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror that the Share(s) specified in this Form of Acceptance acquired under the Offer are sold free from all liens, charges, encumbrances, pre-emptive rights and any other third party rights of any nature and together with all rights and benefits attaching to them or subsequently becoming attached to them, including the right to receive all dividends, other distributions and return of capital, if any, announced, declared, made or paid after the Closing Date.

3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our Title Documents, together with this Form of Acceptance duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company.

Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror, GTJA Securities and CMBC Securities or their respective agent(s) from the Share Registrar on your behalf, you will be sent such Share certificate(s) in lieu of the transfer receipt(s).

4. I/We enclose the Title Documents for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance or Title Documents will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We represent and warrant to each of the Offeror, GTJA Securities and CMBC Securities that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Acceptance and I/we have the full right, power and authority to tender, sell, assign or transfer title and ownership of my/our Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Offer.
6. I/We represent and warrant to each of the Offeror, GTJA Securities and CMBC Securities and/or their respective advisers that I/we have satisfied all applicable laws and requirements in connection with my/our acceptance of the Offer and that the Offer can be accepted by me/us lawfully under the laws of the relevant jurisdiction, including the obtaining of any governmental, exchange control or other consents or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements that I/we have not taken or omitted to take any action which will or may result in the Company, the Offeror or GTJA Securities and CMBC Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
7. I/We represent and warrant to each of the Offeror, GTJA Securities and CMBC Securities and/or such person or persons as any of them may direct that I/we shall be fully responsible for payment of any transfer or other taxes, duties and other required payments payable by me/us in each relevant jurisdiction.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
10. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, GTJA Securities, CMBC Securities and the Company (so as to bind my/our successors and assignees) that, in respect of the Shares which are accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or its nominee as it may direct, to give:
- (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any Share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror;
 - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
 - (c) my/our agreement not to exercise any such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend in person any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

本接納表格乃重要文件，請即處理。 閣下如對要約或本接納表格之任何方面或應採取之行動有任何疑問，應諮詢持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之亨得利控股有限公司股份全部售出或轉讓，應立即將本接納表格及綜合文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

國泰君安證券(香港)有限公司(「**國泰君安證券**」)及民銀證券有限公司(「**民銀證券**」)代表要約人提出要約。向屬於香港以外司法權區之公民、居民或國民的要約股東作出要約可能受限於相關司法權區的法律。該等要約股東可能因相關司法權區適用於要約的法律而遭禁止接納要約或受影響，有意接納要約或就要約採取任何行動的各要約股東有責任充分遵守相關司法權區有關此方面的法律，包括獲得任何政府、外匯管制或其他同意，遵守一切必要手續或法律或監管要求所需的申報及登記，以及繳付該等股東在該等相關司法權區應付的任何發行稅、轉移稅或其他稅項。任何要約股東的任何接納要約將被視為構成該要約股東對要約人、本公司及其各自的顧問(包括國泰君安證券及民銀證券)的聲明和保證，即該要約股東已遵守所有適用的法律及要求，並且該要約股東可在相關司法權區的法律下合法地接納要約。透過簽署及交回接納表格，要約股東將被視為已向要約人、本公司、國泰君安證券、國泰君安融資、民銀證券及民銀資本保證，其並無採取或遺漏採取任何行動，而該行動將會或可能導致要約人、要約人一致行動人士、本公司、國泰君安證券、國泰君安融資、民銀證券及民銀資本或參與要約之任何其他人士，在處理有關要約或其接納要約時違反任何地區之法律或監管規定。股東如有疑問，應諮詢其專業顧問。

本接納表格填寫方法

本接納表格應與綜合文件一併閱讀。綜合文件附錄一之條文已經收錄在本接納表格內，並構成其中一部份。

閣下務請細閱綜合文件後填寫本接納表格。要約為無條件要約。閣下如欲接納由國泰君安證券及民銀證券代表要約人提出之要約，應適當填妥及簽署本接納表格之背頁，連同不多於或少於 閣下欲接納要約之股份數目之相關股票及／或過戶收據及／或其他所有權文件(及／或就此所需並令人信納之任何彌償保證)(「**擁有權文件**」)(信封面須註明「**亨得利控股有限公司－要約**」)，盡快郵寄或專人之方式送達股份過戶登記處，香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)，方為有效，惟無論如何須於截止日期2026年1月23日(星期五)下午四時正(香港時間)(或要約人根據《收購守則》規定可能決定及公告之有關較後日期及／或時間)前送達。

要約之接納及過戶表格

致：要約人、國泰君安證券及民銀證券

1. 本人／吾等一經簽署本接納表格(不論本接納表格是否已註明日期)，即表示本人／吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人／吾等按綜合文件及本接納表格所述代價，願意不可撤回地按照並遵守當中所述條款及條件，就本接納表格所註明之股份數目接納綜合文件所載由國泰君安證券及民銀證券代表要約人提出之要約；
- (b) 本人／吾等不可撤回地指示及授權國泰君安證券及民銀證券及／或要約人及／或彼等各自之代理人任何一方，各自就本人／吾等根據要約之條款應得之現金代價(扣除本人／吾等就本人／吾等接納要約應付之所有賣方從價印花稅)，以「不得轉讓－只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後於不遲於股份過戶登記處收到所有有關文件以使該項要約接納完成及有效當日七個營業日內按以下地址以普通郵遞方式寄予以下人士，或如無於下欄填上姓名及地址，則按本公司股東名冊所示登記地址以普通郵遞方式寄予本人或吾等當中名列首位者(如屬聯名登記股東)，郵誤風險概由本人／吾等承擔：

(倘收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。)

姓名：(請用正楷填寫) _____

地址：(請用正楷填寫) _____

- (c) 本人／吾等不可撤回地指示及授權要約人、國泰君安證券及民銀證券、股份過戶登記處及／或彼等任何一方可能就此指定之一名或多名有關人士，各自代表本人／吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人／吾等作為根據要約出售股份之賣方須製備及簽立之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本接納表格背書證明；
- (d) 本人／吾等不可撤回地指示及授權要約人、國泰君安證券及民銀證券及／或彼等任何一方可能指定之一名或多名有關人士，各自代表本人／吾等填妥、修改及簽立任何有關本人／吾等接納要約之本接納表格或文件，包括但不限於在該經修訂接納及過戶表格內填寫日期，或，如本人／吾等或任何其他人士已填寫日期，刪除該日期並填寫另一日期，以及辦理任何其他必需或權宜之手續，以將本人／吾等根據要約而提呈接納之股份，歸屬於要約人及／或其可能指定之一名或多名有關人士；
- (e) 本人／吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項，以將本人／吾等根據要約提交接納之股份轉讓予要約人或其可能指定之有關人士，該等股份並不附帶任何留置權、押記、產權負擔、優先認購權或任何性質的第三方權利，而會連同該等股份已附帶或其後附帶之一切權利及利益，包括於截止日期之後就此公佈、宣派、作出或派付之所有股息、其他分派及股本回報(如有)之權利；
- (f) 本人／吾等同意追認由要約人、國泰君安證券及民銀證券或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜；
- (g) 本人／吾等不可撤回地指示及授權國泰君安證券及民銀證券及／或要約人及／或彼等各自之代理人任何一方，各自代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件(及／或任何就此所需並令人信納之一項或多項彌償保證)，並憑此向本公司或股份過戶登記處領取本人／吾等就股份應獲發之股票，並將有關股票送交股份過戶登記處，且授權及指示股份過戶登記處處根據要約之條款及條件持有有關股票，猶如該等股票已連同本接納表格一併送交股份過戶登記處；及
- (h) 本人／吾等同意要約及其一切接納、接納表格、根據要約所訂立之全部合約以及根據該等條款所採取或作出或被視為採取或作出的一切行動將受香港法院規管並按其詮釋，且本人／吾等願受香港法院的非專屬司法管轄權管轄。

2. 本人／吾等明白本人／吾等接納要約，將被視為構成本人／吾等向要約人的聲明及保證，根據要約購入且於本接納表格註明之股份在出售時概不附帶任何留置權、押記、產權負擔、優先認購權或任何性質的第三方權利，而會連同該等股份已附帶或其後附帶之一切權利及利益，包括收取於截止日期之後就此公佈、宣派、作出或派付之所有股息、其他分派及股本回報(如有)之權利。

3. 倘本人／吾等之接納根據要約之條款而言乃屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人／吾等授權並懇請 閣下將本人／吾等之擁有權文件連同已正式註銷之本接納表格以普通郵遞方式一併寄予上文1(b)段所列之人士及地址，或如未有列明姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者(如為聯名登記股東)，郵誤風險概由本人／吾等承擔。

附註：倘 閣下交出一份或以上過戶收據，而要約人、國泰君安證券及民銀證券或彼等各自之代理已代表 閣下從股份過戶登記處領取有關股票，則發還予 閣下者將為有關股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之股份之全部或部分相關擁有權文件，由 閣下按要約之條款及條件予以保存。本人／吾等明白任何交回之接納表格或擁有權文件概不獲發收據。本人／吾等亦瞭解以普通郵遞方式寄發之所有文件之一切郵誤風險概由本人／吾等自行承擔。
5. 本人／吾等向要約人、國泰君安證券及民銀證券各自作出聲明及保證，本人／吾等為本接納表格所註明之股份數目之註冊股東，而本人／吾等具有十足權利、權力及授權，以接納要約之方式向要約人提呈、出售、轉讓或轉移本人／吾等之股份的權屬及所有權（連同其所累算或附帶之一切權利）。
6. 本人／吾等向要約人、國泰君安證券及民銀證券及其各自的顧問各自作出聲明及保證，本人／吾等已遵守關於本人／吾等接納要約方面之所有適用法律及規定且要約可由本人根據相關司法權區的法律依法接納，包括獲得任何所需之政府、外匯管制或其他同意，遵守一切必要手續或法律或監管要求所需的申報及登記，而本人／吾等並無採取或遺漏採取任何行動，致使導致（或可能導致）本公司、要約人或國泰君安證券及民銀證券或任何其他人士就進行要約時違反任何轄區之法例或監管規定，且本人／吾等現根據所有適用法例乃有權接受及接納要約及其任何修訂本，而根據所有適用法例，有關的接納均為有效及具有約束力。
7. 本人／吾等向要約人、國泰君安證券及民銀證券及／或彼等任何一方可能指定之一名或多名有關人士各自作出聲明及保證，本人／吾等將會全權負責支付本人／吾等於各相關司法權區應付之任何轉移稅或其他稅項、關稅和其他規定付款。
8. 本人／吾等知悉，除在綜合文件及本接納表格清楚規定之外，所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。
9. 本人／吾等確認以接納要約之方式售予要約人之本人／吾等之股份將以要約人或其代理人名義登記。
10. 本人／吾等就根據該要約獲接納的股份（而有關接納並未被有效撤回，且股份並無以要約人或其可能指示的代名人名義登記），向要約人、國泰君安證券、民銀證券及本公司不可撤銷地承諾、聲明、保證及同意（以約束本人／吾等的繼承人及受讓人）作出：
 - (a) 本人／吾等授權本公司及／或其代理將可能須向本人／吾等（作為本公司股東）寄發的任何通告、通函、權證或其他文件或通訊（包括任何股票及／或因將該等股份轉為證書形式而發出的其他所有權文件），註明收件人為要約人；
 - (b) 不可撤銷地授權要約人或其代理人代表本人／吾等簽署任何同意就任何本公司股東大會發出短時間通知的同意書，及／或出席及／或就該等股份簽署委任代表表格，以委派要約人提名之任何人士出席該股東大會（或其任何續會），並代表本人／吾等行使該等股份附帶之投票權，而該等投票須按要約人全權酌情決定之方式投下；及
 - (c) 本人／吾等同意，未經要約人同意，不會行使任何該等權利，且本人／吾等不可撤回地承諾，不會就任何該等股東大會委派代表或親身出席，倘本人／吾等先前已就本公司股東大會委派要約人或其提名人或指定人以外的代表出席或於會上投票，本人／吾等特此明確撤銷該委任。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, GTJA Securities, CMBC Securities and the Share Registrar 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 Offer for your Shares, you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being invalidated, rejected or delayed. It may also prevent or delay the dispatch of the consideration to which you are entitled under the Offer. It is important that you should inform the Offeror, GTJA Securities, CMBC Securities and/or the Share Registrar immediately of any inaccuracies in the data supplied.

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 your compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as GTJA Securities, CMBC Securities and the Share Registrar and their respective advisers;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Offer;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror, the Company or the Share Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, GTJA Securities and/or CMBC Securities to discharge its obligations to the Shareholders and/or under applicable regulations and any other purposes to which the Shareholders 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, GTJA Securities, CMBC Securities and/or the Share Registrar 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, its subsidiaries or holding companies and/or their respective agent(s), such as GTJA Securities, CMBC Securities and the Share Registrar and overseas principal registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, GTJA Securities, CMBC Securities and/or the Share Registrar, in connection with the operation of their business;
- 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, GTJA Securities, CMBC Securities and/or the Share Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal data

The Offeror, GTJA Securities, CMBC Securities and/or the Share Registrar will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data was collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, GTJA Securities, CMBC Securities and/or the Share Registrar holds 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, GTJA Securities, CMBC Securities and/or the Share Registrar 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, GTJA Securities, CMBC Securities and/or the Share Registrar (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、國泰君安證券、民銀證券及股份過戶登記處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**」)的政策及慣例。

1. 收集閣下個人資料的原因

如閣下就本身之股份接納要約，閣下須提供所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納申請無效、被拒或受到延誤。其亦可能妨礙或延遲寄發閣下根據要約應得之代價。如所提供的資料不準確，閣下須即時知會要約人、國泰君安證券、民銀證券及／或股份過戶登記處。

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閣下是否已遵循本接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義作出之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 由要約人及／或其代理人(如國泰君安證券、民銀證券及股份過戶登記處)及其各自的顧問發佈通訊；
- 編製統計資料及股東概況；
- 按法例、規則或規例(無論法定或其他規定)作出披露；
- 確立閣下於要約項下之權益；
- 披露有關資料以方便進行權益申索；
- 有關要約人、本公司或股份過戶登記處業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途，及／或使要約人、國泰君安證券及／或民銀證券能夠履行其對股東及／或在適用法規下的義務，及股東可能不時同意或知悉的任何其他用途。

3. 轉交個人資料

於本接納表格所提供之個人資料將作為機密資料保存，惟要約人、國泰君安證券、民銀證券及／或股份過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必須之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外的地區)該等個人資料：

- 要約人、其附屬公司或控股公司及／或其各自的代理，如國泰君安證券、民銀證券及股份過戶登記處及海外主要登記處；
- 為要約人、國泰君安證券、民銀證券及／或股份過戶登記處之業務經營提供行政、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提供商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，如閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人、國泰君安證券、民銀證券及／或股份過戶登記處認為必須或適當情況下之任何其他人士或機構。

4. 保留個人資料

要約人、國泰君安證券、民銀證券及／或股份過戶登記處將按收集個人資料所需的用途保留本表格所提供的個人資料。無需保留的個人資料將會根據該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例規定，閣下有權確認要約人、國泰君安證券、民銀證券及／或股份過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人、國泰君安證券、民銀證券及／或股份過戶登記處有權就處理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、國泰君安證券、民銀證券及／或過戶登記處(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。