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香港交易及結算有限公司、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，概不就因本接納表格全部或任何部分內容而產生或因倚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 Document dated 31 July 2026 (the “**Composite Document**”) jointly issued by eLong, Inc. (the “**Offeror**”), Tongcheng Travel Holdings Limited and Dida Inc.. 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eLong, Inc. (「**要約人**」)、同程旅行控股有限公司及嗒嚕出行於二零二六年七月三十一日聯合刊發之綜合文件(「**綜合文件**」)所界定之詞彙具有相同涵義。本接納表格之中文版本如有任何歧義，概以英文為準。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.
閣下如欲接納股份要約，請使用本接納及過戶表格。



Dida Inc.

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立的有限公司)

(Stock Code: 2559)

(股份代號：2559)

VOLUNTARY CONDITIONAL GENERAL CASH OFFER BY NOMURA INTERNATIONAL (HONG KONG) LIMITED ON BEHALF OF ELONG, INC. TO ACQUIRE ALL THE ISSUED SHARES IN Dida Inc.

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF US\$0.0001 EACH IN THE ISSUED SHARE CAPITAL OF DIDA INC.

野村國際(香港)有限公司代表eLong, Inc.作出自願有條件全面現金要約以收購嗒嚕出行全部已發行股份
嗒嚕出行的已發行股本中每股面值0.0001美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

Receiving Agent: Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong (the “**Receiving Agent**”)
接收代理：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(「接收代理」)

You must insert the total number of Offer Share(s) for which the Share Offer is accepted. 閣下必須填上接納股份要約之要約股份總數。	FOR THE CONSIDERATION stated below the “Transferor(s)” named below hereby accept(s) the Share Offer and transfer(s) to the “Transferee” named below the Offer Share(s) of US\$0.0001 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 下列「轉讓人」謹此根據本表格及隨附之綜合文件所載條款及條件，按下列代價接納股份要約並將以下註明之轉讓人所持每股面值0.0001美元之要約股份轉讓予下列「承讓人」。		
	Number of Offer Share(s) to tendered for acceptance (Note 1) 閣下提呈接納之要約股份數目 (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 TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(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\$1.3875 in cash for each Offer Share tendered for acceptance 每股提呈接納之要約股份現金1.3875港元	
	TRANSFEEE 承讓人	Name: eLong, Inc. 名稱： Registered Address: Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands 登記地址： Occupation: Corporation 職業：法人團體	

Note 1: Insert the total number of Offer Shares for which the Share Offer is accepted. If no number is specified or the number of Shares specified in this Form of Acceptance is greater than the number of Offer Shares held by you, or is greater or smaller than that represented by the certificates for Offer Shares tendered for acceptance and you have signed this Form of Acceptance, this form will be returned to you for correction. Any corrected and valid Form of Acceptance must be re-submitted and received by the Receiving Agent on or before the latest time of acceptance of the Share Offer.

附註1: 請填上接納股份要約之要約股份總數。倘若本接納表格未有註明數目，或註明的股份數目多於閣下持有的要約股份數目，或大於或少於就接納所遞交的要約股份證書所示的股份數目，而閣下已簽署本接納表格，則本表格將退回予閣下以作更正。任何經更正及有效的接納表格必須在接納股份要約的最後時間或之前再行提交並由接收代理收訖。

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

附註2: 向接納要約的合資格股東支付的代價將扣除賣方從價印花稅。

If you have accepted the Share Offer, your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below. All joint holders must sign.
倘閣下接納股份要約，閣下應在並非另一名聯名持有人之18歲或以上人士之見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。所有聯名持有人均須簽署。

The signing Qualifying 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 Qualifying Shareholder(s) do not render the transfer of Offer Shares contemplated hereunder effective. The transfer of Offer Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.

署名合資格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，且由署名要約股東簽署及呈交本接納表格並不令據此擬進行之要約股份轉讓生效。據此擬進行之要約股份轉讓須於下文所列轉讓日期由承讓人簽署，方可作實。

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

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 _____

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 of signing by the Transferee or its

duly authorised agent

承讓人或其正式授權代理人簽署之日期

For and on behalf of 為及代表

eLong, Inc.

Authorised signature(s) 授權簽署

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理人簽署

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. If you have sold or transferred all your Offer Share(s), you should at once hand this Form of Acceptance and the Composite Document to the purchaser(s) or transferee(s) or to the 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).

Nomura International (Hong Kong) Limited (“**Nomura**”) is making the Share Offer on behalf of the Offeror. The making of the Share Offer to Overseas Shareholders may be subject to the laws of the relevant jurisdictions. Such Overseas Shareholders may be prohibited from accepting the Share Offer or affected by the laws of the relevant jurisdictions which may apply to the Share Offer and it is the responsibility of each such Overseas Shareholder who wishes to accept or take any other action in relation to the Share 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 Overseas Shareholder in such relevant jurisdictions. Any acceptance of the Share Offer by any Qualifying Shareholders will be deemed to constitute a representation and warranty from such Qualifying Shareholders to the Offeror, Nomura, the Company and the Receiving Agent or any of their respective directors, officers, advisers, associates, agents or any persons involved in the Share Offer that such Qualifying Shareholder (i) is permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, (ii) has observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required, and (iii) has complied with any other necessary formality and has paid any issue, transfer or other taxes due from such Overseas Shareholder in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws. By signing and returning the Form of Acceptance, the Qualifying Shareholder will be deemed to have warranted to the Offeror, Nomura, the Company and the Receiving Agent or any of their respective directors, officers, advisers, associates, agents or any persons involved in the Share Offer and that he/she/it has not taken or omitted to take any action which will or may result in the Offeror, Nomura, the Company and the Receiving Agent or any of their respective directors, officers, advisers, associates, agents or any persons involved in the Share Offer acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or his/her/its acceptance thereof. Qualifying Shareholders should consult their professional advisers if in doubt.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Qualifying Shareholders are advised to read this Form of Acceptance in conjunction with the Composite Document before completing this Form of Acceptance. To accept the Share Offer made by Nomura on behalf of the Offeror, you should 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) (if applicable) (“**Title Documents**”), for the number of Offer Shares in respect of which you wish to accept the Share Offer, by post or by hand, in an envelope marked “**Dida Inc. – Share Offer**” as soon as possible after receipt of this Form of Acceptance but in any event so as to reach the Receiving Agent by no later than 4:00 p.m. (Hong Kong time) on Friday, 21 August 2026 (i.e. the First Closing Date) or such later time and/or date as the Offeror may decide and announce and the Executive may approve. Unless the Share Offer is extended or revised in accordance with the Takeovers Code, no Form of Acceptance received after the final Closing Date will be accepted.

If you require any assistance in completing this Form of Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Share Offer, please contact the Receiving Agent at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: The Offeror, Nomura and the Receiving Agent

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 Share Offer made by Nomura 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 Offer Shares specified in this Form of Acceptance;
- (b) my/our irrevocable instruction and authority to each of the Offeror and Nomura 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 (rounding up to the nearest cent) to which I/we shall have become entitled under the terms of the Share Offer (less seller’s ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share 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 Title Documents are received by the Receiving Agent to render such acceptance under the Share Offer complete and valid, or after the date on which the Share Offer becomes or is declared unconditional in all respects, whichever is the later;

(Note: 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 letters) _____

Address: (in block letters) _____

- (c) my/our irrevocable instruction and authority to each of the Offeror, Nomura, the Receiving Agent 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 or any necessary instrument of transfer or other documents 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 Offer Share(s) to be sold by me/us under the Share 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, Nomura, the Receiving Agent 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 Share 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 Offer Share(s) tendered for acceptance under the Share Offer;
- (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute approval and/or acceptance of the Share Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, including any revision or extension of the terms of such Share Offer, in the case of any revision, where the Share Offer is revised and the consideration offered under such revised Share Offer does not represent on such date (on such basis as Nomura, on behalf of the Offeror may consider appropriate) a reduction in the value of the Share Offer in its original or any previously revised form(s). Also my/our instruction and authority to each of the Offeror and/or the Receiving Agent or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Share Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;
- (f) 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 Offer Share(s) tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all mortgage, liens, charges, pledge, 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 in full all dividends, other distributions and return of capital, if any, which may be made or declared or agreed to be made or declared and the record date of which falls on or after the date on which my/our Offer Share(s) are transferred to the Offeror;
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Nomura, the Receiving Agent and/or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;

- (h) my/our irrevocable instruction and authority to each of the Offeror, Nomura, the Receiving Agent 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 Offer 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 Receiving Agent and to authorise and instruct the Receiving Agent to hold such share certificate(s) subject to the terms and conditions of the Share Offer, as if it/they were delivered to the Receiving Agent together with this Form of Acceptance; and
- (i) my/our agreement that the Share Offer and all acceptances of it, the Form of Acceptance and all contracts made pursuant to the Share 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 Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror and Nomura that the Offer Share(s) specified in this Form of Acceptance acquired under the Share Offer are sold free from all mortgage, liens, charges, pledge, 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 in full all dividends, other distributions and return of capital, if any, which may be made or declared or agreed to be made or declared and the record date of which falls on or after the date on which such Offer Shares are transferred to the Offeror.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share 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: When I/we have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offeror, Nomura or their respective agent(s) from the Company or the Share Registrar on your behalf, such share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.*
4. I/We enclose the Title Documents for the whole or part of my/our holding of the Offer Share(s) which are to be held by you on the terms and conditions of the Share 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, Nomura and the Receiving Agent that I am/we are the registered Shareholder(s) of the number of Offer 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 Offer Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Share Offer.
6. I/We represent and warrant to each of the Offeror, Nomura and/or their respective advisers that I/we have satisfied all applicable laws and requirements in connection with my/our acceptance of the Share Offer and that the Share 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 Offeror, the Company or Nomura or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Share 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, Nomura, the Receiving Agent 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 Offer Shares sold to the Offeror by way of acceptance of the Share 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, the Company and Nomura (so as to bind my/our successors and assignees) that, in respect of the Offer Shares which are accepted under the Share 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 Offer 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 Offer 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 Offer 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。

閣下如對本接納表格任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。閣下如已出售或轉讓所有要約股份，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持牌證券商或註冊證券機構或其他代理商，以便轉交予買主或承讓人。

野村國際(香港)有限公司(「野村」)代表要約人提出股份要約。向海外股東提出股份要約可能須受相關司法權區法律規限。該等海外股東可能因相關司法權區適用於股份要約的法律而遭禁止接納股份要約或受影響，有意接納股份要約或就股份要約採取任何其他行動的各海外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，以及繳付該等海外股東在該等相關司法權區應付的任何發行、轉讓或其他稅項。任何合資格股東對股份要約的任何接納將被視為構成該等合資格股東向要約人、野村、本公司及接收代理或彼等各自的任何董事、高級人員、顧問、聯繫人、代理人或任何參與股份要約的人士的聲明和保證，表示該合資格股東(i)根據所有適用法律獲准收取及接納股份要約及其任何修訂，(ii)已遵守相關司法權區與該接納有關的所有適用法律及法規，包括取得任何可能需要的政府或其他同意，及(iii)已遵守任何其他必要手續並已繳付該海外股東於該司法權區應付的任何發行、轉讓或其他稅項，且根據所有適用法律該接納應為有效及具約束力。透過簽署及交回接納表格，合資格股東將被視為已向要約人、野村、本公司及接收代理或彼等各自的任何董事、高級人員、顧問、聯繫人、代理人或任何參與股份要約的人士保證，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、野村、本公司及接收代理或彼等各自的任何董事、高級人員、顧問、聯繫人、代理人或任何參與股份要約的人士，違反任何地區與股份要約或其接納股份要約有關之法律或監管規定。合資格股東如有疑問，應諮詢其專業顧問。

本接納表格之填寫方法

合資格股東務請先一併閱讀本接納表格及綜合文件後始填寫本接納表格。閣下如欲接納由野村代表要約人提出之股份要約，應填妥及簽署本接納表格之背頁，連同閣下有意接納股份要約之要約股份數目之相關股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需令人信納之任何彌償保證)(如適用)(「**所有權文件**」)，於收到本接納表格後盡快以郵遞或專人送遞方式，裝入信封並註明「**嚕嗒出行 – 股份要約**」，送交接收代理，惟無論如何須於香港時間二零二六年八月二十一日(星期五)(即首個截止日期)下午四時正或要約人可能決定及公佈且執行人員可能批准之較後時間及／或日期前送達接收代理。除非股份要約根據收購守則延期或修訂，否則於最後截止日期後收到之接納表格將不獲受理。

倘閣下在填寫本接納表格時需要任何協助，或對提呈及交收程序或股份要約任何其他類似方面有任何查詢，請聯絡接收代理，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。

有關股份要約之接納及過戶表格

致：要約人、野村及接收代理

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)，即對本人／吾等之承繼人及受讓人具約束力，並構成：

- (a) 本人／吾等不可撤回地就本接納表格上所註明數目之要約股份，按照及根據綜合文件及本接納表格所述之代價、條款及條件接納綜合文件所載由野村代表要約人提出之股份要約；
- (b) 本人／吾等不可撤回地指示及授權要約人及野村或彼等各自之代理人任何一方，各自就本人／吾等根據股份要約之條款應得之現金代價(將向上調整至最接近仙位)(扣除本人／吾等就本人／吾等接納股份要約應付之賣方從價印花稅)，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，然後於不遲於接收代理收到所有有關所有權文件以使股份要約接納完成及有效當日或股份要約在所有方面成為或被宣佈為無條件當日(以較晚者為準)後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：

(附註：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、野村、接收代理及／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)條所規定本人／吾等作為根據股份要約出售要約股份之賣方須製備及簽立之成交單據或任何必要轉讓文書或其他文件，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上作出背書；
- (d) 本人／吾等不可撤回地指示及授權要約人、野村、接收代理及／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、修改及簽立有關本人／吾等接納股份要約之本接納表格或任何文件，包括但不限於在本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，則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／吾等根據股份要約而提呈接納之要約股份，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／吾等明白本人／吾等簽署本接納表格即被視作構成根據及遵守綜合文件及本接納表格所載或所指之條款(包括該股份要約之條款之任何修訂或延長)批准及／或接納股份要約，而就任何修訂而言，如股份要約經修訂而該經修訂股份要約提呈之代價，並不代表股份要約之價值在該日(按野村代表要約人認為適當之基準)較原訂或任何原先經修訂形式之價值減少。同時，本人／吾等指示及授權要約人及／或接收代理或彼等各自之代理或彼等任何一方可能就此指定之人士，各自代表本人／吾等接納任何此等經修訂之股份要約及代表本人／吾等以本人／吾等之名義簽署所有該等進一步文件(如有)以使此項接納生效；
- (f) 本人／吾等承諾於必需或合宜時簽立有關其他文件及辦理有關其他手續及事項作進一步保證，以將本人／吾等根據股份要約提交接納之要約股份轉讓予要約人或其可能指定之一名或多名有關人士，該等要約股份並不附帶任何按揭、留置權、押記、質押、產權負擔、優先認購權及任何性質的任何其他第三方權利，而會連同該等要約股份已附帶或其後附帶之一切權利及利益，包括全額收取可能作出或宣派或同意作出或宣派的所有股息、其他分派及資本回報(如有)的權利，且有關於記錄日期為本人／吾等的要約股份轉讓予要約人的日期或之後；
- (g) 本人／吾等同意追認由要約人、野村、接收代理及／或彼等各自之代理或彼等任何一方可能指定之一名或多名有關人士於行使本接納表格所載任何授權時可能作出或進行之各種行動或事宜；

- (h) 本人／吾等不可撤回地指示及授權要約人、野村、接收代理及／或彼等各自之代理人任何一方，各自代表本人／吾等根據隨附經本人／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），憑此向本公司或股份過戶登記處領取本人／吾等就要約股份應獲發之相關股票，並將有關股票送交接收代理，且授權及指示接收代理根據股份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接收代理；及
- (i) 本人／吾等同意股份要約及其一切接納、接納表格、根據股份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例規管並按其詮釋，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／吾等接納股份要約，將被視為構成本人／吾等向要約人及野村的聲明及保證，根據股份要約購入且於本接納表格註明之要約股份在出售時概不附帶任何按揭、留置權、押記、質押、產權負擔、優先認購權及任何性質的任何其他第三方權利，而會連同該等要約股份已附帶或其後附帶之一切權利及利益，包括全額收取可能作出或宣派或同意作出或宣派的所有股息、其他分派及資本回報（如有）的權利，且有有關記錄日期為該等要約股份轉讓予要約人之日期或之後。
3. 倘本人／吾等之接納根據股份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／吾等之所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退回予上文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：倘本人／吾等提交一份或以上過戶收據，而與此同時要約人、野村或彼等各自之代理已代表本人／吾等向本公司或股份過戶登記處領取相關股票，則本人／吾等將獲退還有關股票，而並非上述過戶收據。
4. 本人／吾等茲附上本人／吾等持有之要約股份之全部或部分相關所有權文件，由 閣下按股份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所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、野村及接收代理各自作出聲明及保證，本人／吾等為本接納表格所註明之要約股份數目之登記股東，而本人／吾等具有十足權利、權力及授權，以接納股份要約之方式向要約人提呈、出售、轉讓或轉移本人／吾等之要約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、野村及／或彼等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／吾等接納股份要約方面之所有適用法律及規定且股份要約可由本人／吾等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，或遵守一切必要手續或法律或監管要求所需的申報及登記規定，而本人／吾等並無採取或遺漏採取任何行動，將會或可能導致要約人、本公司或野村或任何其他人士因股份要約或本人／吾等接納股份要約違反任何轄區之法例或監管規定，且本人／吾等根據所有適用法例乃獲准收取及接納股份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、野村、接收代理及／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讓稅或其他稅項、徵費及其他所需付款。
8. 本人／吾等知悉，除在綜合文件及本接納表格明文規定之外，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／吾等確認以接納股份要約之方式售予要約人之本人／吾等之要約股份將以要約人或其代名人義登記。
10. 本人／吾等就根據股份要約獲接納的要約股份（而有關接納並未被有效撤回，且要約股份並無以要約人或其可能指示的代名人義登記），向要約人、本公司及野村不可撤銷地承諾、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／或因將該等要約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／吾等簽署任何同意書以縮短本公司任何股東大會通知期及／或出席及／或就該等要約股份簽立委任代表表格，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／吾等行使該等要約股份附帶之投票權，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，且在上述前提下，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 Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Nomura, the Company and the Receiving Agent in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”).

1. Reasons for the collection of your personal data

To accept the Share Offer for your Offer Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Share Offer. It is important that you should inform the Offeror, Nomura, the Company and/or the Receiving Agent immediately of any inaccuracies in the data supplied.

2. Purpose

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 of your acceptance and verification or compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Offer Share(s) out of your name;
- maintaining or updating the relevant register of members of the Company;
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- establishing your entitlements under the Share Offer;
- distributing communications from the Offeror, the Company Nomura and/or the Receiving Agent;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror, the Company or the Receiving Agent; and
- any other incidental or associated purposes relating to the above and other purpose to which the Shareholders may from time by 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, Nomura, the Company and/or the Receiving Agent 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, Nomura, the Company, any of their agents and/or advisers and the Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Nomura, the Company and/or the Receiving Agent, 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 bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, Nomura, the Company and/or the Receiving Agent consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror and/or Nomura and/or the Company and/or the Receiving Agent 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, Nomura, the Company and/or the Receiving Agent hold(s) 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, Nomura, the Company and/or the Receiving Agent has/have the right to charge a reasonable fee for the processing of any data access requests. 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, Nomura, the Company or the Receiving Agent (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

本個人資料收集聲明旨在知會閣下有關於約人、野村、本公司及接收代理有關個人資料及香港法例第486章個人資料(私隱)條例(「**條例**」)之政策及慣例。

1. 收集閣下個人資料之理由

倘閣下欲就閣下之要約股份而接納股份要約，則閣下須提供所需之個人資料。倘未能提供所需資料，可能會導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據股份要約應得之代價。倘所提供之資料有任何不確之處，閣下務請即時通知要約人、野村、本公司及／或接收代理。

2. 用途

閣下於本接納表格提供之個人資料可能使用、持有及／或保存(以任何方式)作下列用途：

- 處理閣下之接納及核實或遵循本接納表格及綜合文件載列之條款及申請程序；
- 登記以閣下名義作出之要約股份轉讓；
- 保存或更新相關之本公司股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立閣下根據股份要約應得之權益；
- 分派來自要約人、本公司、野村及／或接收代理之通訊；
- 編製統計資料及股東概覽；
- 根據法例、規則或規例(無論法定或非法定)之要求作出披露；
- 披露相關資料以便申索權益；
- 與要約人、本公司或接收代理之業務有關之任何其他用途；及
- 有關上文所述之任何其他附帶或關聯用途，以及股東可能不時同意或獲通知之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人、野村、本公司及／或接收代理在為達致上述用途或其中任何一項用途所必需之範圍內，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其彼等可向、自或與下列任何及所有人士及實體披露、獲取、轉移(無論在香港境內或境外地區)該等個人資料：

- 要約人、野村、本公司、彼等之任何代理及／或顧問以及接收代理；
- 為要約人、野村、本公司及／或接收代理提供與其業務營運有關之行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行或建議進行交易之任何其他人士或機構，例如銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、野村、本公司及／或接收代理在有關情況下認為必需或適當之任何其他人士或機構。

4. 保留個人資料

要約人及／或野村及／或本公司及／或接收代理將按收集個人資料之用途需要保留本接納表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

5. 查閱及更正個人資料

根據條例之規定，閣下有權確定要約人、野村、本公司及／或接收代理是否有閣下之個人資料、獲取資料副本、以及更正任何錯誤資料。根據條例，要約人、野村、本公司及／或接收代理有權就辦理任何查閱資料之要求收取合理費用。查閱資料或更正資料或查詢有關政策及措施及所持資料類別之所有要求，應向要約人、野村、本公司或接收代理(視情況而定)提出。

閣下簽署本接納表格，即表示同意上述所有條款。