

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Form of Acceptance.

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 13 September 2019 (the "Composite Document") issued jointly by Central Culture Resource Group Limited (the "Offeror") and Wang Yang Holdings Limited.

除文義另有所指外，本接納表格所用詞彙與Central Culture Resource Group Limited (「要約人」)及泓盈控股有限公司於二零一九年九月十三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。

**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。

# Wang Yang Holdings Limited 泓盈控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 1735)

(股份代號: 1735)

## FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF WANG YANG HOLDINGS LIMITED

泓盈控股有限公司

已發行股本中

每股面值0.01港元之股份之接納及過戶表格

**All parts should be completed except the section marked "Do not complete"**  
除「請勿填寫本欄」一節外，全部欄位均需填寫

Branch Share Registrar and Transfer Office in Hong Kong: Boardroom Share Registrars (HK) Limited

2103B, 21st Floor, 148 Electric Road, North Point, Hong Kong

香港股份過戶登記分處: 寶德隆證券登記有限公司

香港北角電氣道148號21樓2103B室

<b>You must insert the total number of Share(s) for which the Offer is accepted.</b> 閣下必須填上接納要約之股份總數。	<b>FOR THE CONSIDERATION</b> stated below the Transferor(s) named below hereby accept(s) the Offer and transfer(s) to the Transferee named below the Share(s) 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，按下列代價接納要約並將以下註明之轉讓人所持股份轉讓予下列承讓人。		
	Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(附註)	<b>FIGURES</b> 數目	<b>WORDS</b> 大寫
	Share certificate number(s) 股票號碼		
	<b>TRANSFEROR(S)</b> name(s) and address in full 轉讓人 全名及地址 (EITHER TYPE-WRITTEN 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 Registered address 登記地址	Forename(s) 名字 Telephone number 電話號碼
	<b>CONSIDERATION</b> 代價	HK\$2.1213 in cash for each Share 每股股份現金2.1213港元	
	<b>TRANSFEEE</b> 承讓人	Name 名稱: Registered Address 登記地址: Occupation 職業:	Central Culture Resource Group Limited Unit 8, 3/F., Qwomar Trading Complex, Blackburne Road, Port Purcell, Road Town, Tortola, British Virgin Islands VG1110 Corporation 公司

Signed by or 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

Signature(s) of Transferor(s)/Company chop, (if applicable)

轉讓人簽署/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

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

### Do not complete 請勿填寫本欄

Signed by or on behalf of the Transferee(s) 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

For and on behalf of

為及代表

**Central Culture Resource Group Limited**

**Authorised Signatory(ies)**

授權簽署人

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理簽署

Date of transfer:

轉讓日期:

**Note:** Insert the total number of Shares for which the Offer is accepted. If no number is specified or if the total number of Shares specified in this Form of Acceptance is greater than the number of Shares tendered and you have signed this Form of Acceptance, you will be deemed to have accepted the Offer in respect of the Shares as shall be equal to the Shares tendered by you. If the number of Shares specified in this Form of Acceptance is smaller than the Shares tendered by you and you have signed this Form of Acceptance, you will be deemed to have accepted the Offer in respect of the Shares equal to the number of the Shares specified in this Form of Acceptance.

**附註:** 請填上接納要約所涉及之股份總數。倘並無指定數目或倘於接納表格所列明之股份總數大於所交回之股份數目，而閣下已簽署接納表格，則閣下將被視為就相等於閣下所交回股份數目之股份接納要約。倘接納表格所列明之股份數目少於閣下所交回之股份數目，而閣下已簽署接納表格，則閣下將被視為就相等於接納表格所列明股份數目之股份接納要約。

**THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any 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, a bank manager, solicitor, professional accountant or other professional adviser.

**If you have sold or transferred all your Shares in Wang Yang 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 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).**

The making of the Offer to persons resident in jurisdictions outside Hong Kong may be prohibited or limited by the laws or regulations of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the applicable legal and regulatory requirements of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities, regulatory or legal requirements and the payment of any transfer or cancellation or other taxes due from you in respect of such jurisdiction in connection with your acceptance.

#### HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Independent Shareholders are advised to read this Form of Acceptance in conjunction with the Composite Document before completing this Form of Acceptance.

To accept the Offer made by Huatai Financial Holdings (Hong Kong) Limited (“**Huatai Financial**”) 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 in respect of the Shares (and/or any satisfactory indemnity or indemnities required in respect thereof) (“**Title Documents**”) for the number of Shares in respect of which you intend to accept the Offer, by post or by hand, marked “**Wang Yang Holdings Limited — Offer**” on the envelope, to the Registrar, Boardroom Share Registrars (HK) Limited, 2103B, 21st Floor, 148 Electric Road, North Point, Hong Kong as soon as possible, but in any event so as to reach the Registrar no later than 4:00 p.m. on the Closing Date, Friday, 4 October 2019, (or such later time(s) and/or date(s) as the Offeror may determine and the Offeror and the Company may jointly announce with the permission of the Executive in accordance with the Takeovers Code).

#### FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

**To: The Offeror and Huatai Financial**

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 Huatai Financial 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 the Offeror, Huatai Financial or 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 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 Independent Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event within seven (7) Business Days following the date on which all the relevant documents are received by the Registrar to render such acceptance under the Offer complete and valid in accordance with the Takeovers Code:  
*(Insert name and address of the person to whom the cheque is to be sent if different from the registered Independent Shareholder or the first-named of joint registered Independent Shareholders.)*  
**Name:** (in block capitals) .....  
**Address:** (in block capitals) .....
  - (c) my/our irrevocable instruction and authority to the Offeror, Huatai Financial or the Registrar or such person or persons as either 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 the Offeror, Huatai Financial or such person or persons as they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date in this Form of Acceptance 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 or such person or persons as it may direct my/our Share(s) tendered for acceptance of 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 encumbrances and together with all rights accruing or attaching thereto, by reference to a record date on or after the date on which the Offer is made, that is, the date of despatch of the Composite Document;
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Huatai Financial or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
  - (g) my/our irrevocable instruction and authority to the Offeror, Huatai Financial or their respective agent(s) to collect from the Registrar on my/ our behalf the share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the Offer as if it/they were share certificate(s) delivered to the Registrar together with this Form of Acceptance.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Huatai Financial that the Share(s) specified in this Form of Acceptance acquired under the Offer will be sold free from all encumbrances and together with all rights attaching thereto, on or after the date of despatch of the Composite Document.
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 Independent Shareholders) at the registered address shown in the register of members of the Company.  
*Note: Where 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, Huatai Financial or their respective agent(s) from the Registrar on my/our behalf, I/we shall 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 hereby warrant and represent to the Offeror that I/we am/are the registered holder(s) of the Share(s) specified in this Form of Acceptance and I/we warrant that I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Offer.
6. I/We warrant to the Offeror and Huatai Financial that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required and the compliance with 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 Huatai Financial or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with my acceptance of the Offer, 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 warrant to the Offeror and Huatai Financial that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me in connection with my acceptance of the Offer in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Huatai Financial and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or 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 at the Registrar at 2103B, 21st Floor, 148 Electric Road, North Point, Hong Kong;
  - (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 of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend 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.
10. I/We acknowledge that my/our Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

本接納表格乃重要文件，請即處理。閣下如對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。

閣下如已將名下之泓盈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銀行，或經手買賣或轉讓之持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

向香港境外司法權區之居民呈提要約可能會受有關司法權區之法律或規例禁止或限制。倘閣下為香港境外司法權區之市民、居民或擁有當地國籍之人士，應就要約影響於有關司法權區之限制自行尋求適當之法律意見，並遵守任何適用監管或法律規定。閣下如欲接納要約，須自行負責就此全面遵守有關司法權區之適用法律及監管規定，包括取得任何所需之政府、外匯管制或其他同意，以及遵守其他必要手續、監管或法律規定，以及支付閣下於所有有關司法權區就閣下之接納應收之任何轉讓或註銷或其他稅款。

#### 本接納表格填寫方法

獨立股東務請於一併閱讀本接納表格及綜合文件後始填妥本接納表格。

閣下如欲接納由華泰金融控股(香港)有限公司(「華泰金融」)代表要約人提出之要約，應填妥及簽署本接納表格之背頁，並轉交本接納表格連同閣下欲接納要約之股份數目有關之相關股票及／或過戶收據及／或股份有關之任何其他所有權文件(及／或就此所需並令人信納之任何彌償保證)(「所有權文件」)(信封面須註明「泓盈控股有限公司一要約」)，盡快以郵寄或專人送交之方式送抵過戶處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B室)，惟無論如何必須於截止日期二零一九年十月四日(星期五)下午四時正(或根據收購守則在執行人員允許下要約人可能釐定以及要約人與本公司可能共同公佈之有關較後時間及／或日期)前送達，方為有效。

#### 要約之接納表格

致： 要約人及華泰金融

- 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：
  - 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華泰金融代表要約人提出之要約；
  - 本人／吾等不可撤回地指示及授權要約人、華泰金融或彼等各自之代理，各自就本人／吾等根據要約之條款應得之現金代價(概約整至最接近仙位)(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「不得轉讓一只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後於過戶處收到所有有關文件使要約項下之接納根據收購守則為完整及有效之日後盡快惟無論如何於七(7)個營業日內按以下地址以平郵方式寄予以下人士，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平郵方式寄予本人或吾等當中名列首位者(如屬聯名登記獨立股東)，郵誤風險概由本人／吾等承擔：  
(倘收取支票之人士並非登記獨立股東或名列首位之聯名登記獨立股東，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).....
  - 本人／吾等不可撤回地指示及授權要約人、華泰金融、過戶處或彼等任何一方可能就此指定之有關人士，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；
  - 本人／吾等不可撤回地指示及授權要約人、華泰金融或彼等任何一方可能指定之有關人士，各自代表本人／吾等填妥、修改及簽署任何文件，包括但不限於在本接納表格填上日期，或如本人／吾等或任何其他人士已填上日期，則有關人士可刪去該日期，然後填上另一日期，以及辦理任何其他必需或權宜之手續，將本人／吾等就接納要約所交回之股份轉歸要約人或其可能指定之有關人士所有；
  - 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／吾等就接納所交回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產權負擔，並連同於參考提出要約當日之記錄日期(即寄發綜合文件日期)或其後應計或附帶之一切權利；
  - 本人／吾等同意追認由要約人、華泰金融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；及
  - 本人／吾等不可撤回地指示及授權要約人、華泰金融或彼等各自之代理，代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據，並憑此向過戶處領取本人／吾等就股份應獲發之股票，並將有關股票送交過戶處，且授權及指示過戶處根據要約之條款及條件持有有關股票，猶如有關股票已連同本接納表格一併送交過戶處無異。
- 本人／吾等明白本人／吾等接納要約，將被視為構成本人／吾等向要約人及華泰金融保證其根據要約購入本接納表格列明出售之股份不會附帶任何產權負擔，並連同綜合文件寄發日期或之後的一切權利。
- 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／吾等之所有權文件連同已正式註銷之本接納表格以平郵方式一併寄予上文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(如為聯名登記獨立股東)，郵誤風險概由本人／吾等承擔。  
附註：倘本人／吾等交出一份或以上過戶收據，而要約人、華泰金融或彼等各自之代理已代表本人／吾等從過戶處領取有關股票，則發還予本人／吾等者將為有關股票而非過戶收據。
- 本人／吾等茲附上本人／吾等所持股份之全部或部分相關所有權文件，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所有權文件概不獲發收據。本人／吾等亦了解以平郵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。
- 本人／吾等謹此向要約人保證及聲明，本人／吾等為本接納表格內列明之股份登記持有人。本人／吾等保證，本人／吾等有十足權利、權力及授權以接納要約之方式，向要約人出售及移交本人／吾等之股份之所有權及擁有權。
- 本人／吾等向要約人及華泰金融保證，本人／吾等已遵守在本公司股東名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納要約方面之法例，包括取得任何所需之政府、外匯管制或其他同意及任何登記或存檔，及辦理一切必須之手續或遵守法律或監管規定，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、要約人或華泰金融或任何其他人士就本人接納要約違反任何司法權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。
- 本人／吾等向要約人及華泰金融保證，本人／吾等將會全權負責支付本人於本公司股東名冊上所示本人／吾等地址所在相關司法權區就本人接納要約應付之任何轉讓費用或其他稅項或徵稅。
- 本人／吾等知悉，除在綜合文件及本接納表格清楚列明者外，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。
- 本人／吾等就已接納或被視為已接納要約所涉及之股份，而其接納並未被有效撤回及並無以要約人之名義或按其指示登記，向要約人、華泰金融及本公司不可撤回地承諾、聲明、保證及同意(以約束本人／吾等之承繼人及受讓人)：
  - 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)寄發之任何通告、通函、認股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之其他所有權文件)送交過戶處(地址為香港北角電氣道148號21樓2103B室)予要約人；
  - 不可撤回地授權要約人或其代理代表本人／吾等簽署任何同意書，同意縮短本公司任何股東大會通知期及／或出席及／或簽立有關該等股份之代表委任表格，以委任要約人提名之任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使該等股份所附帶之投票權，而該等投票權將以要約人全權酌情釐定之方式作出投票；及
  - 本人／吾等協定，在未獲得要約人之同意下不會行使任何相關權利，以及本人／吾等不可撤回地承諾不會就任何股東大會委任代表，或親身出席股東大會，及在上文所規限下，如本人／吾等以往已就本公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或作出投票，則本人／吾等謹此明示撤回有關委任。
- 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名人義登記。

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Huatai Financial and the 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 rejected or delayed. It is important that you should inform the Offeror, Huatai Financial and/or the 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 Independent Shareholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as Huatai Financial and the Registrar;
- compiling statistical information and Independent Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Offer;
- any other purpose in connection with the business of the Offeror, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and other purposes to which the Independent 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 and Huatai Financial and/or the 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 and/or its agent(s), such as Huatai Financial and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Huatai Financial and/or the Registrar, in connection with the operation of its 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, Huatai Financial and/or the Registrar considers to be necessary or desirable in the circumstances.

#### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Huatai Financial and/or the 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, Huatai Financial and/or the 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, Huatai Financial and/or the 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要約人、華泰金控及過戶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

如閣下就所持有之股份接納要約，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被拒或受到延誤。如所提供的資料不準確，閣下須即時知會要約人、華泰金控及／或過戶處。

#### 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；
- 保存或更新有關獨立股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人及／或其代理(如華泰金控及過戶處)之通訊；
- 編製統計資料及獨立股東概況；
- 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；
- 有關要約人、本公司或過戶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獨立股東可能不時同意或知悉的其他用途。

#### 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、華泰金控及／或過戶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：

- 要約人及／或其代理，如華泰金控及過戶處；
- 為要約人、華泰金控及／或過戶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供應商；
- 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、華泰金控及／或過戶處認為必須或適當情況下之任何其他人士或機構。

#### 4. 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、華泰金控及／或過戶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、華泰金控及／或過戶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、華泰金控及／或過戶處(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。