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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部分股份要約批准及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，並明確表示概不就此因本部分股份要約批准及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 Partial Share Offer Approval and Acceptance Form shall bear the same meanings as those defined in the Composite Document dated 7 January 2020 (the "Composite Document") jointly issued by Goal Success Investments Limited and China Agri-Products Exchange Limited.

除文義另有所指外，本部分股份要約批准及接納表格所用詞彙與 Goal Success Investments Limited 及中國農產品交易所有限公司於二零二零年一月七日聯合刊發之綜合文件（「綜合文件」）所界定者具有相同涵義。

To be completed in all respects except for the sections marked "Do not complete"
除註明「請勿填寫」之部分外，每項均須填寫

PARTIAL SHARE OFFER APPROVAL AND ACCEPTANCE FORM
部分股份要約批准及接納表格

CHINA AGRI-PRODUCTS EXCHANGE LIMITED

中國農產品交易所有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 0149)

(股份代號：0149)

Registrar in Hong Kong:
Tricor Investor Services Limited
於香港之股份過戶登記處：
卓佳證券登記有限公司

Address:
地址：
Level 54, Hopewell Centre,
183 Queen's Road East, Hong Kong
香港皇后大道東183號
合和中心54樓

CONDITIONAL VOLUNTARY PARTIAL CASH OFFER BY
KINGSTON SECURITIES LIMITED ON BEHALF OF
GOAL SUCCESS INVESTMENTS LIMITED TO ACQUIRE SUCH NUMBER OF SHARES OF
CHINA AGRI-PRODUCTS EXCHANGE LIMITED FROM SHAREHOLDERS WHICH WOULD RESULT
IN THE OFFEROR AND PARTIES ACTING IN CONCERT WITH IT HOLDING A MAXIMUM OF 75% OF
THE ISSUED SHARE CAPITAL OF CHINA AGRI-PRODUCTS EXCHANGE LIMITED

金利豐證券有限公司代表
GOAL SUCCESS INVESTMENTS LIMITED 向股東收購
CHINA AGRI-PRODUCTS EXCHANGE LIMITED
中國農產品交易所有限公司若干股份(令要約人及其一致行動人士持有最多75%的
CHINA AGRI-PRODUCTS EXCHANGE LIMITED 中國農產品交易所有限公司已發行股本)
之有條件自願性部分現金要約

TO APPROVE THE PARTIAL SHARE OFFER

批准部分股份要約

Approval of the Partial Share Offer by Shareholders (signified by means of completing Box A below (including but not limited to putting a tick "✓" as indicated in Column 1 below AND specifying the number of Shares in respect of which the Partial Share Offer is approved in Column 2 below) holding over 50% of the Shares not held by the Offeror and parties acting in concert with it is a Condition to the Partial Share Offer. If sufficient approval has NOT been obtained by the Closing Date, the Partial Share Offer will NOT become, or will not be declared, unconditional in all respects AND the Partial Offers will LAPSE.

持有超過50%要約人及一致行動人士未持有股份之股份總數批准部分股份要約(包括但不限於如下文圖1所示填上「✓」號及在下文圖2內填上批准部分股份要約涉及之股份數目)是部分股份要約的條件之一。倘於截止日期之前未取得足夠的批准，部分股份要約在各方面將不會成為或將宣佈成為無條件及部分要約將告失效。

You may approve the Partial Share Offer in respect of the total number of Shares you hold even though you do not intend to accept the Partial Share Offer and/or the number of Shares voted may be more than the number of Shares tendered for acceptance.

即使閣下無意接納部分股份要約，或已投票之股份數目可能超過接納所擬受之股份數目，閣下仍可投票。閣下所投票數將超過批准部分股份要約。

For the purpose of such approval, each Share shall be entitled to ONE vote only. Multiple votes in respect of the same Share will not be taken into account in counting the approval of the Partial Share Offer. Only ONE Partial Share Offer Approval and Acceptance Form will be accepted from you and only ONE vote for each Share may be casted. If you have put a tick "✓" to indicate your approval of the Partial Share Offer but no number of Shares in respect of such approval is specified or any other information in this Partial Share Offer Approval and Acceptance Form is missing, incomplete or erroneous, the approval and the acceptance of the Partial Share Offer will not be considered as valid until such missing, incomplete or erroneous information has been completed and rectified.

表示有關批准而言，每股股份應僅有一票投票權。在計算批准部分股份要約的票數時，涉及同一股份的重複投票將不會計算在內。閣下僅有一份部分股份要約批准及接納表格會獲接納，且每份股份僅能投一票。倘閣下於部分股份要約批准及接納表格填上「✓」號，表示閣下批准部分股份要約，但未指明有關批准涉及之股份數目或本部分股份要約批准及接納表格的任何其他資料遺漏、不完整或有錯誤，有關部分股份要約之批准及接納將被視為無效，直至填妥及更正有關遺漏、不完整或有錯誤的資料。

Box A 甲欄

To APPROVE THE PARTIAL SHARE OFFER, please: 為批准部分股份要約，請：	Column 1 欄1	Column 2 欄2
(a) Put a tick "✓" in Column 1; and 在欄1內填上「✓」號；及	(put a tick "✓" below) (在下方填上「✓」號)	Number of Share(s) in respect of which the Partial Share Offer is approved 批准部分股份要約涉及之股份數目
(b) Put the number of Shares in respect of which the Partial Share Offer is approved in Column 2. 在欄2內填上批准部分股份要約涉及之股份數目。		Share(s) (股)
SHAREHOLDER name(s) and address in full 股東全名及完整地址	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
(EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Registered address 登記地址	Telephone number 電話號碼

TO ACCEPT THE PARTIAL SHARE OFFER (Please refer to the note)

接納部分股份要約(請參閱附註)

Box B 乙欄

FOR THE CONSIDERATION stated below the "Transferor" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附之綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有之股份轉讓予下列「承讓人」。		
Number of Shares tendered for acceptance 閣下提呈接納之股份數目		
Share certificate number(s) 股票編號		
TRANSFEROR name(s) and address in full 轉讓人全名及完整地址	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
(EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.091 in cash for each Share of China Agri-Products Exchange Limited tendered for acceptance 以現金0.091港元提呈接納每股中國農產品交易所有限公司之股份	
TRANSFEEEE 承讓人	Name 名稱: Correspondence address: 通訊地址: Occupation 職業:	Goal Success Investments Limited Suite 3101, 31/F., Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong 香港九龍九龍灣宏光道39號宏天廣場31樓3101室 Corporation 法團

Note: Subject to the Partial Share Offer becoming unconditional in all respects, the total number of Shares taken up by the Offeror from you will be determined by the total number of Shares tendered for acceptance in accordance with the formula set out in the Composite Document. Fractions of Shares will not be taken up under the Partial Share Offer. The number of Shares to be purchased from you by the Offeror in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Offeror.

附註：待部分股份要約在各方面成為無條件後，要約人自閣下承購之股份總數將就提呈接納之股份總數按載於綜合文件之公式釐定。根據部分股份要約，非整數之股份將不會獲承購。要約人就閣下之接納將向閣下購買之股份數目，將會由要約人酌情決定上調或下調以湊整至最接近之整數。

If you have voted in Box A to approve the Partial Share Offer and/or accepted the Partial Share Offer in Box B of this Partial Share Offer Approval and Acceptance Form, please SIGN BELOW ONCE in the capacity as Shareholder to approve the Partial Share Offer and/or as the Transferor to accept the Partial Share Offer (as the case may be).

倘閣下於本部分股份要約批准及接納表格中甲欄批准部分股份要約及/或乙欄接納部分股份要約，請於下文簽署一次，以作為股東批准部分股份要約及/或作為轉讓人接納部分股份要約(視情況而定)。

倘閣下接納部分股份要約，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。

Signed by the Transferor in the presence of:
轉讓人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 Shareholder/Transferor
Company Chop, if applicable
股東/轉讓人簽署
公司印鑑(如適用)

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名
持有人均須
於本欄個別簽署

Do not complete 請勿填寫本欄	
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署：	For and on behalf of代表 Goal Success Investments Limited Correspondence address: 通訊地址： Occupation 職業：
Signature of Witness 見證人簽署 _____	Suite 3101, 31/F., Skyline Tower, 39 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong 香港九龍九龍灣宏光道39號宏天廣場31樓3101室 Corporation 法團
Name of Witness 見證人姓名 _____	Authorised Signatory(ies): 授權簽署人： _____
Address of Witness 見證人地址 _____	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式獲授權代表簽署
Occupation of Witness 見證人職業 _____	
Date of Transfer 轉讓日期 _____	

THIS PARTIAL SHARE OFFER APPROVAL AND ACCEPTANCE FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this Partial Share Offer Approval and Acceptance Form 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 otherwise transferred all your Shares, you should at once hand this Partial Share Offer Approval and Acceptance Form and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). Only one Partial Share Offer Approval and Acceptance Form will be accepted from each Shareholder by the Registrar.

The acceptance of the Partial Share Offer by persons who are citizens or residents or nationals of jurisdictions outside Hong Kong may be prohibited or affected by the laws 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 observe any applicable legal requirements. It is your responsibility if you wish to accept the Partial Share Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdictions in connection therewith, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and registrations requirements which may be required and the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in such jurisdiction. Acceptance of the Partial Share Offer by you will constitute a representation and warranty by you that you have fully observed all applicable legal and other requirements and that the Partial Share Offer may be accepted by you lawfully under the laws of the relevant jurisdiction.

This Partial Share Offer Approval and Acceptance Form should be read in conjunction with the Composite Document. All words and expressions defined in the Composite Document shall, unless the context otherwise requires, have the same meanings when used in this form.

HOW TO COMPLETE THIS PARTIAL SHARE OFFER APPROVAL AND ACCEPTANCE FORM

You should read the Composite Document before completing this form. Whether you accept the Partial Share Offer or not, please consider whether to approve the Partial Share Offer by completing Box A in this Partial Share Offer Approval and Acceptance Form and return it to the Registrar. To approve and/or accept the Partial Share Offer made by Kingston Securities on behalf of the Offeror at HK\$0.091 per Offer Share in cash, you should duly complete and sign this form and forward this entire form, together with the share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the exact number of Shares in respect of which you wish to accept the Partial Share Offer, by post or by hand, marked "China Agri-Products Exchange Limited – Partial Share Offer" on the envelope, to the Registrar at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong by no later than 4:00 p.m. (Hong Kong time) on Wednesday, 29 January 2020 (being the First Closing Date) or such other time and/or date as the Offeror may, subject to the Takeovers Code, decide and announce and the Executive may approve. Unless the Partial Share Offer is extended or revised in accordance with the Takeovers Code, no Partial Share Offer Approval and Acceptance Form received after the Final Closing Date will be accepted.

If you require any assistance in completing this Partial Share Offer Approval and Acceptance Form or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Partial Share Offer, please contact the Registrar at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong or at its hotline at (852) 2980 1333.

PARTIAL SHARE OFFER APPROVAL AND ACCEPTANCE FORM

To: The Offeror and Kingston Securities

To: The Company and the Registrar

1. My/Our execution of this Partial Share Offer Approval and Acceptance Form (whether or not such form is dated) shall also be binding on my/our successors and assignees, and shall constitute:

(a) my/our approval of the Partial Share Offer made by Kingston Securities on behalf of the Offeror in respect of the number of Shares inserted in Box A of this form; and/or my/our acceptance of the Partial Share Offer made by Kingston Securities on behalf of the Offeror and subject to the terms set out or referred to in the Composite Document and this Partial Share Offer Approval and Acceptance Form in respect of the number of Shares inserted in Box B of this form (subject to adjustment in case of acceptance of the Partial Share Offer), and such approval and/or acceptance shall be irrevocable except, in the case of acceptance of the Partial Share Offer, in the circumstances that the Executive requires that such Shareholder(s) accepting the Partial Share Offer be granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code;

(b) my/our irrevocable instruction and authority to each of the Offeror and Kingston Securities or their respective agent(s) to send a cheque marked "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 Partial Share Offer and (if applicable) any 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) for Shares not taken up by the Offeror or, if applicable, share certificate(s) in respect of the balance of such Shares (taking into account any adjustment of my/our acceptance, stamp duty and the fees payable to the Registrar in respect of lost or unavailable share certificates) by ordinary post at my/our own 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 as soon as possible but in any event within 7 Business Days following the Final Closing Date;

(Insert name and address of the person to whom the cheque and (if applicable) share certificates should 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 and/or Kingston Securities and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to date this document and 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 and accepted under the Partial Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this Partial Share Offer Approval and Acceptance Form, or cause a stamp certificate to be issued in respect of this Partial Share Offer Approval and Acceptance Form, in accordance with the provisions of that Ordinance;

(d) my/our irrevocable instruction and authority to each of the Offeror and/or Kingston Securities and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our approval and/or acceptance of the Partial Share Offer 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) accepted under the Partial Share Offer;

(e) my/our understanding that my/our execution of this Partial Share Offer Approval and Acceptance Form shall be deemed to constitute approval and/or acceptance of the Partial Share Offer in respect of the Shares indicated above and subject to the terms set out or referred to in the Composite Document and this Partial Share Offer Approval and Acceptance Form, including any revision or extension of the terms of such Partial Share Offer, in the case of any revision, where the Partial Share Offer is revised and the consideration offered under such revised Partial Share Offer does not represent on such date (on such basis as Kingston Securities, on behalf of the Offeror may consider appropriate) a reduction in the value of the Partial Share Offer in its original or any previously revised form(s); with effect from the date of receipt hereof or such later date as first written above and also my/our instruction and authority to each of the Offeror and/or Kingston Securities and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Partial 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 Share(s) accepted under the Partial Share Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the Final Closing Date;

(g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Kingston Securities and/or their respective agents or such person or persons as any of them may direct on the exercise of any rights contained herein; and

(h) my/our irrevocable instruction and authority to the Offeror and/or Kingston Securities and/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) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), 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 Partial Share Offer as if it/they were share certificate(s) delivered to the Registrar together with this Partial Share Offer Approval and Acceptance Form.

2. I/We understand that acceptance of the Partial Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Kingston Securities that (i) the number of Share(s) specified in this Partial Share Offer Approval and Acceptance Form for the purpose of acceptance of the Partial Share Offer will be sold free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the Final Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror or Kingston Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Partial Share Offer or my/our acceptance thereof, and is permitted under all applicable laws to receive and accept the Partial Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.

3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Partial Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request the Offeror and/or Kingston Securities and/or the Registrar or such person or persons as any of them may direct to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this form duly cancelled, by ordinary post at my/our own risk to the person named and address stated in paragraph 1(b) above or, if no name or 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 I/we have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by any of the Offeror and/or Kingston Securities and/or any of their agent(s) from the Company or the Registrar on my/our behalf, such share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.

4. I/We enclose the relevant share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) accepted under the Partial Share Offer and to be held by the Offeror and/or Kingston Securities and/or the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Partial Share Offer. I/We understand that no acknowledgement of receipt of any Partial Share Offer Approval and Acceptance Form, share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) 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 and/or Kingston Securities and/or the Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Partial Share Offer Approval and Acceptance Form for the purposes of approval and/or acceptance of the Partial Share Offer, as the case may be, and I/we have the full right, power and authority to tender and pass the title and ownership of any of my/our Share(s) (together with all rights accruing or attaching thereto) tendered for acceptance under the Partial Share Offer to the Offeror.

6. I/We represent and warrant to the Offeror 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 approval and/or acceptance of the Partial Share Offer, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and any registration requirements which may be required and the compliance with all necessary formalities or legal requirements.

7. I/We warrant to the Offeror that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Partial Share Offer.

8. I/We acknowledge that, save as otherwise provided in the Composite Document and this Partial Share Offer Approval and Acceptance Form expressly, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本部分股份要約批准及接納表格乃重要文件，請即處理。

閣下如對本部分股份要約批准及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。閣下如已將名下之股份全部售出或以其他方式轉讓，應立即將本部分股份要約批准及接納表格及隨附之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。登記處僅會接納每名股東遞交一份部分股份要約批准及接納表格。

屬香港以外司法權區之市民或居民或國民之人士接納部分股份要約可能會受有關司法權區之法例禁止或影響。倘閣下為香港以外司法權區之市民或居民或國民，應自行了解並遵守任何適用法律規定。閣下如欲接納部分股份要約，須自行負責就此全面遵守有關司法權區之相關法例(包括取得任何可能規定之政府批准、外匯管制批准或其他同意或存檔及登記規定，以及遵守其他必要手續或法律規定以及支付於有關司法權區應付之任何轉讓或其他稅項及徵費)。閣下接納部分股份要約將構成閣下聲明及保證，閣下已全面遵守所有適用法律及其他規定，且閣下可合法根據有關司法權區之法例接納部分股份要約。

本部分股份要約批准及接納表格應與綜合文件一併閱讀。除另有指明外，本表格所用詞彙與綜合文件內所界定者具有相同涵義。

本部分股份要約批准及接納表格之填寫方法

閣下務請細閱綜合文件後填寫本表格。不論閣下是否接納部分股份要約，務請考慮透過填妥本部分股份要約批准及接納表格甲欄及交回登記處以批准部分股份要約。閣下如批准及/或接納由金利豐證券代表要約人提出按每股要約股份0.091港元以現金收購閣下之股份之部分股份要約，則應填妥並簽署本表格，並最遲須於二零二零年一月二十九日(星期三)(即首個截止日期)下午四時正(香港時間)前或要約人根據收購守則可能決定及公佈且執行人員可能批准之其他時間及/或日期前將整份表格連同閣下欲接納部分股份要約之確切股份數目之股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲接納之任何彌償保證)(如適用)以郵遞或專人送遞方式送交登記處，其地址為香港皇后大道東183號合和中心54樓，信封面請註明「中國農產品交易有限公司-部分股份要約」。除非部分股份要約根據收購守則獲延期或修訂，否則於最後截止日期後收到之部分股份要約批准及接納表格將不獲受理。

閣下如對填寫本部分股份要約批准及接納表格需要任何協助或就部分股份要約之提呈及交收程序或任何其他類似方面有任何疑問，請聯絡登記處，其地址為香港皇后大道東183號合和中心54樓，或致電其熱線(852) 2980 1333。

部分股份要約批准及接納表格

致： 要約人及金利豐證券

致： 貴公司及登記處

1. 本人/吾等一經簽署本部分股份要約批准及接納表格(不論該表格是否已註明日期)，本人/吾等之承繼人及受讓人亦將受此約束，並表示：

(a) 本人/吾等就本表格甲欄所填入之股份數目批准由金利豐證券代表要約人提出之部分股份要約；及/或本人/吾等依據及受制於綜合文件及本部分股份要約批准及接納表格所載或所指條款，就本表格乙欄所填入之股份數目(在接納部分股份要約之情況下，受制於接納股份數目之調整)接納由金利豐證券代表要約人提出之部分股份要約，而此批准及/或接納不得撤回，惟倘接納部分股份要約，執行人員根據收購守則規則19.2或依據收購守則規則17要求賦予有關接納部分股份要約之股東撤回權利則除外；

(b) 本人/吾等不可撤回地指示及授權要約人及金利豐證券或彼等各自之任何代理，各自將本人/吾等根據部分股份要約之條款應收之現金代價以「不得轉讓-只准入抬頭人帳戶」方式劃線開出之支票及(如適用)未獲要約人承購股份之任何股票及/或過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲信納之任何彌償保證)(如適用)或(如適用)該等股份除額之股票(經計及任何就本人/吾等接納之調整、印花稅及就遺失或未能出示股票而應付登記處之費用)，以平郵方式儘快惟無論如何於最後截止日期後七個營業日內寄至下述人士及地址，或下文如無填上姓名及地址，則寄至本人或(如屬聯名登記股東)吾等中排名首位者在 貴公司股東名冊所示的登記地址，有關郵遞風險概由本人/吾等承擔；

(如收取支票及(如適用)股票之人士與登記股東或聯名登記股東中排名首位者之姓名及地址不同，則請在本欄填上應收取支票及股票人士之姓名及地址)

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及/或金利豐證券及/或彼等任何一方可能就此指定之一名或多名人士，各自代表本人/吾等於本文件註明日期並製備及簽立按香港法例第117章印花稅條例第19(1)條規定本人/吾等作為部分股份要約項下出售及獲接納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部分股份要約批准及接納表格背書證明，或安排就本部分股份要約批准及接納表格發出蓋印證書；

(d) 本人/吾等不可撤回地指示及授權要約人及/或金利豐證券及/或彼等任何一方可能指定之一名或多名人士，各自代表本人/吾等填妥及簽署任何有關本人/吾等批准及/或接納部分股份要約之文件，以及辦理任何其他必需或權宜之手續，以將本人/吾等於部分股份要約項下獲接納之股份轉歸要約人及/或其可能指定之一名或多名人士所有；

(e) 本人/吾等明白本人/吾等接納部分股份要約批准及接納表格即被視作根據及受制於綜合文件及本部分股份要約批准及接納表格所載或所指之條款(包括該部分股份要約之條款之任何修訂或延長)批准及/或接納涉及上述股份之部分股份要約，而就任何修訂而言，如部分股份要約被修訂，而經修訂之部分股份要約提呈之代價並不代表部分股份要約之價值在該日(按金利豐證券(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；自該收據日期或上文書面釐定之其他較後日期起生效，本人/吾等指示及授權要約人及/或金利豐證券及/或登記處或彼等各自之代理，或彼等任何一方可能就此指示之人士，各自代表本人/吾等接納任何此等修訂之部分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)以使此項接納有效；

(f) 本人/吾等承諾於必需或合宜時簽署有關進一步文件及以進一步保證之形式作出有關該等行動及事項，以將本人/吾等根據部分股份要約獲接納之股份轉讓予要約人或其可能指定之一名或多名人士，該等股份不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，並連同於最後截止日期或之後清算或附帶或其後成為附帶之一切權利(包括但不限於收取於最後截止日期或之後宣派、派付或作出之一切未來股息及/或其他分派(如有)之權利)；

(g) 本人/吾等同意追認要約人及/或金利豐證券及/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人士於行使本部分股份要約批准及接納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

(h) 本人/吾等不可撤回地指示及授權要約人及/或金利豐證券及/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及/或其他所有權文件(及/或就此所需獲信納之任何彌償保證)(如適用)，憑此向登記處領取本人/吾等就股份應獲發之股票，並將有關股票送交登記處，且授權及指示登記處根據部分股份要約之條款及條件持有該等股票，猶如該(等)股票已連同本部分股份要約批准及接納表格一併送交登記處。

2. 本人/吾等明白本人/吾等接納部分股份要約，將被視為構成本人/吾等向要約人及金利豐證券保證(i)本部分股份要約批准及接納表格就接納部分股份要約之目的所註明股份數目將在不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，惟連同於最後截止日期或之後清算或附帶或其後成為附帶之一切權利(包括但不限於收取於最後截止日期或之後宣派、派付或作出之一切未來股息及/或其他分派(如有)之權利)下出售；及(ii)本人/吾等並無採取或不採取任何行動而將或可能致使要約人或金利豐證券或任何其他人士違反任何地區與部分股份要約或與本人/吾等之接納有關之法律或監管規定，且本人/吾等根據所有適用法例獲准收取及接納部分股份要約(及其任何修訂)，而根據所有適用法例，該接納為有效及具有約束力。

3. 倘根據部分股份要約之條款，本人/吾等之接納無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止；在此情況下，本人/吾等授權並要求要約人及/或金利豐證券及/或登記處及/或彼等任何一方可能指定之一名或多名人士將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需獲信納之任何彌償保證)(如適用)，連同已正式註銷之本表格一併按 貴公司股東名冊所示登記地址以平郵方式郵寄上文第1(b)段所列之人士及地址，或如無列明姓名及地址，則為本人或吾等當中名列首位之股東(如屬聯名登記股東)於 貴公司股東名冊所示之登記地址，郵誤風險概由本人/吾等承擔。

附註：倘本人/吾等交回一份或以上過戶收據，而同時要約人及/或金利豐證券及/或彼等之任何代理其中任何一方已代表本人/吾等向 貴公司或登記處領取有關之股票，則本人/吾等將獲發還股票而非過戶收據。

4. 本人/吾等茲附上本人/吾等接納部分股份要約而持有之全部或部分股份之相關股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲接納之任何彌償保證)(如適用)，由要約人及/或金利豐證券及/或登記處及/或彼等任何一方可能指定之一名或多名人士按部分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部分股份要約批准及接納表格、股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲接納之任何彌償保證)(如適用)概不獲發收據。本人/吾等亦了解以平郵方式寄發所有文件之一切郵誤風險概由本人/吾等自行承擔。

5. 本人/吾等向各要約人及/或金利豐證券及/或登記處及/或彼等任何一方可能指定之一名或多名人士聲明及保證，本人/吾等為本部分股份要約批准及接納表格所註明就批准及/或接納部分股份要約(視情況而定)之股份數目之登記股東，而本人/吾等有十足權利、權力及授權，向要約人提交及移交本人/吾等根據部分股份要約提呈接納之任何股份之所有權及擁有權。

6. 本人/吾等向要約人聲明及保證，本人/吾等已遵守在 貴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/吾等批准及/或接納部分股份要約之法例，包括獲得任何所需之政府批准、外匯管制批准或其他方面之同意或所需之登記規定，及辦理一切必須之手續或遵守法律規定。

7. 本人/吾等向要約人保證，本人/吾等須就支付在 貴公司股東名冊上載列本人/吾等地址所在司法權區關於本人/吾等接納部分股份要約方面應付之任何轉讓稅或其他稅項或徵稅承擔全部責任。

8. 本人/吾等知悉，除綜合文件及本部分股份要約批准及接納表格另行明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Kingston Securities and the Registrar and 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

In approving and/or accepting the Partial Share Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your approval and/or acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Partial Share Offer.

2. Purposes

The personal data which you provide on this Partial Share Offer Approval and Acceptance Form may be used, held and/or stored (by whatever means) for the following purposes:

- processing your approval, acceptance and verification of compliance with the terms and application procedures set out in this Partial Share Offer Approval and Acceptance Form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the register of members of the Company;
- 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 financial advisers, and/or the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Company; and
- any other incidental or associated purposes relating to the above and other purpose 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 Partial Share Offer Approval and Acceptance Form will be kept confidential but the Offeror and/or Kingston Securities 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, Kingston Securities, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Kingston Securities and/or the Registrar, in connection with the operation of their businesses;
- 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 institutions in securities; and
- any other persons or institutions whom the Offeror and/or Kingston Securities and/or the Registrar consider(s) 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 and/or Kingston Securities 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 and/or Kingston Securities and/or the Registrar has/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, Kingston Securities or the Registrar (as the case may be).

BY SIGNING THIS PARTIAL SHARE OFFER APPROVAL AND ACCEPTANCE FORM, 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、金利豐證券及登記處及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」)之政策及慣例。

1. 收集閣下個人資料之原因

閣下就股份批准及/或接納部分股份要約時須提供所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之批准及/或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部分股份要約建議應得之代價。

2. 用途

閣下於本部分股份要約批准及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：

- 處理閣下之批准、接納申請及核實遵循本部分股份要約批准及接納表格及綜合文件載列之條款及申請手續；
- 登記閣下名義之股份轉讓；
- 保存或更新股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及/或其代理(例如財務顧問)及/或登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關要約人或本公司業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

本部分股份要約批准及接納表格提供之個人資料將會保密，惟要約人及/或金利豐證券及/或登記處為達致上述或有關任何上述之用途，可能作出必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、金利豐證券、其任何代理及登記處；
- 為要約人及/或金利豐證券及/或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之任何其他個人或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及/或金利豐證券及/或登記處認為必需或適當情況下之任何其他個人或機構。

4. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及/或金利豐證券及/或登記處是否持有閣下之個人資料、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，要約人及/或金利豐證券及/或登記處有權就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均須提交予要約人、金利豐證券或登記處(視情況而定)。

閣下一經簽署本部分股份要約批准及接納表格即表示同意上述所有條款