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香港證券及期貨事務監察委員會、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及過戶表格(「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，並明確表示概不對因本接納表格全部或任何部份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 defined in the offer document dated 29 April 2020 (the "Offer Document") issued by Glory Rank Investment Limited as the offeror (the "Offeror").

除文義另有所指外，本接納表格所用詞語之定義與Glory Rank Investment Limited作為要約人(「要約人」)於二零二零年四月二十九日刊發之要約文件(「要約文件」)所界定者具有相同涵義。

**FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.**

本接納表格在閣下欲接納要約時適用。



# ZHONGCHANG INTERNATIONAL HOLDINGS GROUP LIMITED

## 中昌國際控股集團有限公司

(incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code: 859)

(股份代號: 859)

### FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.1 EACH IN THE ISSUED SHARE CAPITAL OF ZHONGCHANG INTERNATIONAL HOLDINGS GROUP LIMITED

中昌國際控股集團有限公司

已發行股本中每股面值0.1港元之股份之接納及過戶表格

All parts should be completed except the sections marked "Do not complete"

除註明「請勿填寫」的部份外，每項均須填寫

Receiving Agent  
收款代理

Tricor Standard Limited  
卓佳標準有限公司

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

**FOR THE CONSIDERATION** stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) specified below subject to the terms and conditions contained herein and in the accompanying Offer Document.

根據本接納表格及隨附的要約文件所載條款及條件，下列「轉讓人」現按下列代價，接納要約並將以下註明之股份轉讓予下列「承讓人」。

You must insert the total number of Shares for which the Offer is accepted.  
閣下必須填上接納股份要約之股份總數。

Number of Share(s) to be transferred (Note 1) 將予轉讓的股份數目(附註1)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
	Registered address: 登記地址:	Telephone number: 電話號碼:
CONSIDERATION (Note 2) 代價(附註2)	HK\$0.5425 in cash for each Offer Share 每股要約股份為現金0.5425港元	
TRANSFEEE 承讓人	Name 名稱:	Glory Rank Investment Limited
	Registered address 登記地址:	4th Floor Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands VG1110
	Occupation 職業:	Corporation 法人團體

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) or its duly authorised agent(s)  
with company chop (if applicable)  
轉讓人或其正式授權代理人簽署及公司印章(如適用)

Date of submission of this Form of Acceptance  
提交本接納表格之日期

ALL JOINT  
HOLDERS MUST  
SIGN AND  
DATE HERE

所有聯名  
持有人  
均須於本欄  
個別簽署及  
註明日期

The signing Shareholder(s) hereby acknowledge(s) that the Offer is subject to the terms and conditions as set out in the Offer Document.

署名股東謹此確認要約須受要約文件所載條款及條件所規限。

Do not complete 請勿填寫	
Signed by or 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:	For and on behalf of 代表 Glory Rank Investment Limited
Signature of witness 見證人簽署	Authorised Signatory(ies) 授權簽署人
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 Transfer 轉讓日期	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署

Notes 附註:

(1) Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater or smaller than those physical Share(s) tendered for acceptance of the Offer and you have signed this Form of Acceptance, this Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Receiving Agent on or before the latest time and date for acceptance of the Offer.  
請填上接納要約所涉及之股份總數。倘並無填寫數目或倘所填寫之總數大於或小於閣下提呈以供接納要約的該等實體股份數目，而閣下已簽署本接納表格，則本接納表格將退回，閣下作更正及再行提交。任何經更正之接納表格必須於接納要約之最後時間及日期或之前再行提交並送交收款代理。

(2) The consideration will be paid to an accepting Shareholder less seller's ad valorem stamp duty.  
向接納股東支付的代價將扣除賣方從價印花稅。

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

If you are in any doubt as to any aspect of the Offer, this Form of Acceptance or as to the action to be taken, you should consult a licensed securities dealer or other registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Shares in Zhongchang International Holdings Group Limited, you should at once hand this Form of Acceptance and the accompanying Offer Document to the purchaser(s) or the transferee(s), 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 the transferee(s).

Cinda International is making the Offer on behalf of the Offeror. The making of the Offer to the overseas Independent Shareholders may be affected by the laws and regulations of the relevant jurisdictions. If you are an overseas Independent Shareholder, you should observe all applicable legal and regulatory requirements and, where necessary, seek independent legal advice. If you wish to accept the Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Offer. The Offeror, its parties acting in concert, the Company, Cinda International, Donvex Capital and any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by such person for any taxes or duties as such person may be required to pay. Acceptance of the Offer by you will constitute a representation and warranty by you to the Offeror, its parties acting in concert, the Company, Cinda International and Donvex Capital that you have observed and are permitted under all applicable laws and regulations to receive and accept the Offer (and any revision thereof), and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. This Form of Acceptance should be read in conjunction with the accompanying Offer Document.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

The Offer is unconditional in all respect. This Form of Acceptance should be read in conjunction with the accompanying Offer Document.

To accept the Offer, you should complete and sign this Form of Acceptance and send 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) for the number of Shares in respect of which you intend to accept the Offer, by post or by hand, to the receiving agent for the Offer (the "Receiving Agent"), Tricor Standard Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, in an envelope marked "Zhongchang International Holdings Group Limited — Offer", as soon as possible and in any event no later than 4:00 p.m. (Hong Kong time) on Wednesday, 27 May 2020, being the First Closing Date or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions of Appendix I to the Offer Document are incorporated into and form part of this Form of Acceptance.

If you have any enquiries concerning administrative matters, such as dates, documentation and procedures relating to the Offer, you may contact the Receiving Agent at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong or at its hotline at (852) 2980 1333 during the period from Wednesday, 29 April 2020 to the Closing Date (both days inclusive) between 9:00 a.m. and 4:00 p.m. (Hong Kong time) from Mondays to Fridays (other than public holidays). Only administrative matters will be answered and no information or other advice relating to the Offer will be given.

**FORM OF ACCEPTANCE IN RESPECT OF THE OFFER**

**To: The Offeror and Cinda International**

1. My/Our execution of this Form of Acceptance (whether or not this Form of Acceptance is dated), which shall be binding on my/our successors and assignees, shall constitute:
  - (a) my/our acceptance of the Offer made by Cinda International for and on behalf of the Offeror, as contained in the Offer 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; if no number is inserted or a number inserted is greater or smaller than my/our those physical Share(s) tendered for acceptance of the Offer and I/we have signed this Form of Acceptance, this form will be returned to me/us for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Receiving Agent on or before the latest time for acceptance of the Offer;
  - (b) my/our irrevocable instruction and authority to the Offeror and/or Cinda International and/or any of their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer after deducting the sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer, 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 shareholders of Zhongchang International Holdings Group Limited as soon as possible but in any event within seven (7) Business Days following the date of receipt of the duly completed Form of Acceptance and all the relevant documents by the Receiving Agent to render such acceptance complete and valid;  
*(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholders or the first-named of joint registered Shareholders.)*  
**Name:** (in BLOCK CAPITALS) .....  
**Address:** (in BLOCK CAPITALS) .....
  - (c) if applicable, my/our irrevocable instruction and authority to the Offeror and/or Cinda International and/or 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 as required by 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 Shares 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 and/or Cinda International and/or the Receiving Agent and/or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date on 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 Shares tendered for acceptance of the Offer;
  - (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the Offer on and subject to the terms set out or referred to in the Offer Document and this Form of 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 Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct (i) with all rights attached thereto as at the Despatch Date or subsequently attached thereto, including the right to receive in full all distributions declared, made or paid, if any, by reference to a record date which is on or after the Despatch Date; and (ii) free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights;
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Cinda International and/or any of their respective agents or such person or persons as it/they may direct on the exercise of any rights contained herein; and
  - (h) my/our irrevocable instruction and authority to the Offeror and/or Cinda International and/or any of their respective agent(s) to collect from the Registrar on my/our behalf the share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or any other document(s) of title (and/or any 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 of the Offer as if it/they were share certificate(s) delivered to the Receiving Agent together with this Form of Acceptance.
2. I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Offeror and Cinda International that the number of Shares specified in this Form of Acceptance will be sold (i) with all rights attached thereto as at the Despatch Date or subsequently attached thereto, including the right to receive in full all distributions declared, made or paid, if any, by reference to a record date which is on or after the Despatch Date; and (ii) free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights.
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 share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own 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 Shareholders of Zhongchang International Holdings Group Limited.  
*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 Cinda International and/or the Receiving Agent and/or their respective agent(s) from the Registrar on my/our behalf, I/we will be sent such share certificate(s) in lieu of the transfer receipt(s).*
4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share 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(s) of acceptance and transfer, share certificate(s), transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We warrant and represent to each of the Offeror and/or Cinda International and/or the Receiving Agent 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 Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares (together with all rights attaching thereto as at the Despatch Date or subsequently attaching thereto, including the right to receive in full all distributions declared, made or paid, if any, by reference to a record date which is on or after the Despatch Date, and free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights) to the Offeror by way of acceptance of the Offer.
6. I/We warrant to the Offeror and Cinda International that I/we have observed and are permitted under all applicable laws where my/our address is located as set out in the register of Shareholders of Zhongchang International Holdings Group Limited to receive and accept the Offer, and any revision thereof; and that I/we have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government, exchange control or other consent which may be required; and that I/we have complied with any other necessary formality and payment of any issue, transfer or other taxes due in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws.
7. I/We warrant to the Offeror and Cinda International that I/we shall be fully responsible for payment of any transfer or cancellation or other taxes and duties due payable by me/us in respect of the jurisdiction where my/our address is located as set out in the register of Shareholders of Zhongchang International Holdings Group Limited in connection with my/our acceptance of the Offer.
8. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations or warranties.

本接納表格乃重要文件，請即處理。

如閣下對要約、本接納表格任何方面或應採取的行動有任何疑問，應諮詢持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下中昌國際控股集團有限公司股份全部售出或轉讓，應立即將本接納表格及隨附之要約文件送交買主或承讓人、經手買賣之持牌證券交易商或註冊證券機構或其他代理人，以便轉交予買主或承讓人。

信達國際代表要約人作出要約。向海外獨立股東作出要約可能受相關司法權區的法律及法規影響。閣下如屬海外獨立股東，務請遵守一切適用法律及監管規定，並在有需要時尋求獨立法律意見。閣下如欲接納要約，則有責任自行就此全面遵守相關司法權區的法律及法規(包括取得可能所需的一切政府、外匯管制或其他同意，辦理一切必要的手續以及遵守監管或法律規定)。閣下亦須就接納要約應付的任何有關發行、轉讓或其他稅項或徵費負責。要約人、其一致行動人士、本公司、信達國際、富城資本及參與要約的任何其他人士就有人士可能被要求支付的任何稅項或徵費獲得全面彌償及毋須承擔任何責任。閣下接納要約即構成閣下向要約人、其一致行動人士、本公司、信達國際、富城資本聲明及保證，閣下已遵守所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納要約(及其任何修訂)，而閣下已取得一切所需的政府、外匯管制或其他同意，辦理一切必要的手續及遵守監管或法律規定，並就有關接納繳納。閣下於任何地區應付的所有發行、轉讓或其他稅項或徵費或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。本接納表格應與隨附要約文件一併閱讀。

#### 如何填寫本接納表格

要約在各方面均為無條件。本接納表格應與隨附之要約文件一併閱讀。

閣下如欲接納要約，應填妥並簽署本接納表格，並在實際可行情況下盡早將本接納表格連同閣下有接納要約之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/或任何就此所需之可信納之彌償保證)，以郵遞或以人手遞交方式送交要約的收款代理(「收款代理」)，即卓佳標準有限公司，地址為香港皇后大道東183號合和中心54樓，並於信封上註明「中昌國際控股集團有限公司一要約」，盡快並在任何情況下不得遲於二零二零年五月二十七日(星期三)(即首次截止日期)下午四時正(香港時間)(或要約人可能決定並按《收購守則》公佈之較後時間及/或日期)。要約文件附錄一之條文已納入本接納表格並成為其中部份。

閣下如對與要約有關之行政事項，例如日期、文件及程序有任何查詢，請於二零二零年四月二十九日(星期三)至截止日期期間(首尾兩天包括在內)於星期一至星期五(公眾假期除外)，上午九時正至下午四時正(香港時間)聯絡收款代理，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。僅有關行政事宜之查詢將獲回覆且將不會提供有關要約之資料或其他建議。

#### 要約之接納表格

致： 要約人及信達國際

1. 本人/吾等簽立本接納表格(不論該接納表格有否已註明日期)對本人/吾等之繼承人及受讓人具約束力，並構成：

- 本人/吾等按要約文件及本接納表格所述代價及條款與條件並受其規限，就本接納表格所列明之股份數目，接納由信達國際為及代表要約人提出並載於要約文件中之要約；倘並無填上有關股份數目或填上的數目大於或少於本人/吾等呈提接納要約的實際股份數目，而本人/吾等已簽署本接納表格，則本接納表格將退還予本人/吾等以作更正及重新提交。任何已更正接納表格將須於接納要約的最後時間或之前重新提交並送交收款代理；
- 本人/吾等不可撤回地指示及授權要約人及/或信達國際及/或任何彼等各自之代理人以平郵方式將本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等就本人/吾等接納要約應付之實方從價印花稅)，以「不得轉讓」只准入抬頭人賬戶方式劃線開出支票予本人/吾等，然後盡早無論如何將不遲於收款代理收到填妥的接納表格及所有相關文件使有關接納完成及有效當日後起計七(7)個營業日內，按下述地址寄予以下人士，或如並無於下欄填上姓名及地址，則按中昌國際控股集團有限公司股東名冊所示登記地址寄予本人或吾等當當名名列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔；  
(倘收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上接收支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) .....

- 倘適用，本人/吾等不可撤回地指示及授權要約人及/或信達國際及/或收款代理及/或彼等任何一方就此可能指定之一名或多名有關人士，代表本人/吾等訂立及簽立依據香港法例第117章印花稅條例規定本人/吾等作為根據要約出售股份之賣方須訂立及簽立之成交單據，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及/或信達國際及/或收款代理及/或彼等任何一方可能指定之一名或多名有關人士，代表本人/吾等填妥、修訂及簽立任何文件，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，則刪去該日期，然後填上另一日期，以及採取任何其他必須或權宜之行動，使本人/吾等就接納要約而提呈之股份轉歸要約人(或彼等任何一方)或彼等/其指定之有關人士所有；
- 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要約文件及本接納表格所載或所指之條款接納要約；
- 本人/吾等承諾透過進一步確保於必要或合宜時簽立其他文件及辦理有關其他行動及事項，以將本人/吾等根據要約就接納而提呈之股份轉讓予要約人或其任何一方可能指定之一名或多名有關人士，該等要約(i)連同於寄發日期或之後附帶之所有權利，包括悉數收取參考於寄發日期或之後的某個記錄日期宣派、作出或派發的全部分派(如有)之權利；及(ii)並無附帶所有優先認購權、購股權、留置權、申索權、衡平權、質押、產權負擔及第三方權利；
- 本人/吾等同意追認要約人及/或信達國際及/或任何彼等任何一方各自之代理人或彼等/其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及/或信達國際及/或彼等任何一方各自之代理人，代表本人/吾等憑隨附經本人/吾等正式簽署之過戶收據及/或任何其他所有權文件(及/或有關可信納之彌償保證)向過戶登記處領取本人/吾等就股份應獲發之股票，並將有關股票送交收款代理，且授權及指示收款代理根據要約之條款持有該等股票，猶如該(等)股票已連同本接納表格一併送交收款代理。

2. 本人/吾等明白，本人/吾等接納要約將構成本人/吾等向要約人及信達國際保證，本接納表格所註明的股份數目將(i)連同於寄發日期或之後附帶之所有權利一併出售，包括悉數收取參考於寄發日期或之後的某個記錄日期宣派、作出或派發的全部分派(如有)之權利；及(ii)並無附帶所有優先認購權、購股權、留置權、申索權、衡平權、質押、產權負擔及第三方權利。

3. 倘按要約之條款本人/吾等之接納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/吾等之股票及/或過戶收據及/或其他所有權文件(及/或有關可信納之彌償保證)連同已正式註銷之本接納表格以平郵方式一併寄予上文第1(b)段所列之人士及地址，或如未有列明姓名及地址，則按中昌國際控股集團有限公司股東名冊所示登記地址寄予本人或吾等當當名名列首位者(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/吾等交出一份或以上過戶收據，而要約人及/或信達國際及/或收款代理及/或彼等各自之代理人已代表本人/吾等從過戶登記處領取有關股票，則該(等)股票而非過戶收據將發還予本人/吾等。

4. 本人/吾等茲附上本人/吾等持有之全部或部份股份之相關股票及/或過戶收據及/或其他所有權文件(及/或任何就此所需之可信納之彌償保證)，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、股票、過戶收據及/或其他所有權文件(及/或就此所需之可信納之彌償保證)概不獲發收據。本人/吾等亦了解所有文件將以平郵寄發，一切郵誤風險概由本人/吾等承擔。

5. 本人/吾等向要約人及/或信達國際及/或收款代理及/或彼等任何一方就此可能指定之一名或多名有關人士各自作出保證及聲明，本人/吾等為本接納表格指定股份數目之登記股東，而本人/吾等擁有全部權利、權力及權限，透過接納要約之方式向要約人出售及轉讓本人/吾等所持股份之所有權及擁有權(連同於寄發日期或之後附帶之所有權利，包括收取於寄發日期或之後宣派、作出或支付之全部分派(如有)之權利，及不附帶所有優先認購權、購股權、留置權、申索權、衡平權、質押、產權負擔及第三方權利)。

6. 本人/吾等向要約人及信達國際保證，本人/吾等已遵照本人/吾等於中昌國際控股集團有限公司股東名冊載列之地址所在地之所有適用法律及根據該等法律獲准接收及接納要約及其任何修訂；並且本人/吾等已遵照與接納有關的相關司法權區所有適用法律及法規(包括取得任何可能需要的政府、外匯管制或其他同意)；及本人/吾等已遵守任何其他必要的手續及已支付任何於該司法權區的發行、轉讓或其他應付的稅項，而且該接納根據所有適用法律為有效及具約束力。

7. 本人/吾等向要約人及信達國際保證，本人/吾等須就支付本人/吾等於中昌國際控股集團有限公司股東名冊所示地址所在司法權區就本人/吾等接納要約應付之任何轉讓費或註銷費或其他應付稅項或徵費承擔全部責任。

8. 本人/吾等確認，除要約文件及本接納表格明文規定外，所有接納、指示、授權及承諾均為不可撤回及為無條件。

9. 本人/吾等確認本人/吾等通過接納要約向要約人出售的股份將以要約人或其代理人之名義登記。

為免生疑問，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受限於任何上述聲明或保證。

## PERSONAL DATA

### Personal Information Collection Statements

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Cinda International and the Receiving Agent and in relation to personal data and the Ordinance.

#### 1. Reasons for the collection of your personal data

To accept the 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 acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer. It is important that you should inform the Offeror, Cinda International and/or the Receiving Agent 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 or compliance with the terms and application procedures set out in this Form of Acceptance and the Offer Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the register of Shareholders of the Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its holding companies or subsidiaries or their agents such as Cinda International and the Receiving Agent;
- compiling statistical code information and profiles of Shareholders;
- establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims and entitlements;
- any other purpose in connection with the business of the Offeror, Cinda International or the Receiving Agent;
- any other incidental or associated purposes relating to the above; and

- to enable the Offeror and/or Cinda International to discharge its obligations to the Shareholders and/or under applicable laws and regulations, 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 Form of Acceptance will be kept confidential but the Offeror, Cinda International and 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, its subsidiaries or holding companies and/or their agent(s) such as Cinda International and the Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Cinda International or the Receiving Agent, in connection with the operation of its business;
- the Stock Exchange, the SFC and 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, Cinda International or the Receiving Agent 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, Cinda International or the Receiving Agent 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, Cinda International and the Receiving Agent 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, Cinda International 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

香港法例第486章個人資料(私隱)條例(「該條例」)的主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關要約人、信達國際、收款代理及有關個人資料及該條例的政策及慣例。

#### 1. 收集閣下個人資料的原因

如接納股份要約，閣下須提供所需的個人資料。倘閣下未能提供所需資料，則可能導致閣下的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要約應得的代價。如所提供的資料不準確，閣下須即時知會要約人、信達國際及/或收款代理。

#### 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或遵循本接納表格及要約文件載列條款及申請程序；
- 登記以閣下名義的股份轉讓；
- 保存或更新股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及/或其控股公司或附屬公司或其代理人(例如信達國際及收款代理)收取通訊；
- 編製統計代碼資料及股東資料；
- 確立股東之獲益權利；
- 按法例、規則或規定(無論法定或非法定規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、信達國際或收款代理業務的任何其他用途；
- 有關上文所述任何其他附帶或關連用途；及

- 令要約人及/或信達國際得以履行其對於股東及/或適用法律及法規項下之責任，以及股東不時同意或知悉的其他用途。

#### 3. 轉交個人資料

本接納表格提供的個人資料將作為機密資料妥當保存，但要約人、信達國際及收款代理為達致上述任何用途，可能作出必須查詢，以確認個人資料的準確性，彼等尤其可能披露、獲取或轉交(無論在香港或香港以外地區)該等個人資料予下列任何及所有個人及實體，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地區)該等個人資料：

- 要約人、其附屬公司或控股公司及/或其代理人，例如信達國際及收款代理；
- 為要約人、信達國際或收款代理的業務經營提供行政、電訊、電腦、付款或其他服務的代理人、承包商或第三方服務供應商；
- 聯交所、證監會及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、信達國際或收款代理認為必須或適當情況下的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，閣下有權確認要約人、信達國際或收款代理是否持有閣下的個人資料，並獲取該資料副本，以及更正錯誤資料。依據該條例的規定，要約人、信達國際及收款代理可就獲取任何數據的請求收取合理的手續費。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的資料的所有請求，須提交予要約人、信達國際或收款代理(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