

Unless the context otherwise requires, terms used in this form of acceptance and transfer shall bear the same meanings as defined in the composite document dated 24 October 2022 (the "Composite Document") issued jointly by Thematic Bridge Investment Pte. Ltd. as the offeror (the "Offeror") and Jinke Smart Services Group Co., Ltd. as the offeree company (the "Company").

除文義另有所指外，本接納及過戶表格所用詞彙與Thematic Bridge Investment Pte. Ltd. (作為要約人) (「要約人」) 與金科智慧服務集團股份有限公司 (作為受要約公司) (「本公司」) 於2022年10月24日聯合刊發之綜合文件 (「綜合文件」) 所界定者具有相同涵義。

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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納及過戶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及過戶表格全部或部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

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。

JINKE 金科服務

美好你的生活

Jinke Smart Services Group Co., Ltd. 金科智慧服務集團股份有限公司

(a joint stock company incorporated in the People's Republic of China with limited liability)

(於中華人民共和國註冊成立的股份有限公司)

(Stock Code: 9666)

(股份代號: 9666)

FORM OF ACCEPTANCE AND TRANSFER OF OFFER SHARES IN THE ISSUED SHARE CAPITAL OF JINKE SMART SERVICES GROUP CO., LTD.

金科智慧服務集團股份有限公司已發行股本中要約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「請勿填寫本欄」一節外，全部欄位均需填寫

Share registrar and transfer office in Hong Kong: Tricor Investor Services Limited

17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong

香港股份過戶登記處: 卓佳證券登記有限公司

香港夏慤道16號遠東金融中心17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 Shares 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股份轉讓予下列「承讓人」。		
Number of Shares (Note 1) 股份數目 (附註1)	FIGURE 數目	WORDS 大寫
Share certificate number(s) 股票編號		
TRANSFER FROM TRANSFEROR(S) name(s) and address(es) in full 轉讓自轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
	Registered address: 登記地址:	Telephone number: 電話號碼:
CONSIDERATION (Note 2) 代價 (附註2)	HK\$12.00 in cash for each Offer Share 每股要約股份現金12.00港元	
TRANSFER TO TRANSFEREE 轉讓予承讓人	Name: 名稱:	Thematic Bridge Investment Pte. Ltd.
	Correspondence address: 通訊地址:	6 Eu Tong Sen Street, #11-09, The Central, Singapore (059817)
	Occupation: 職業:	Corporation 法人團體
SIGNED by the parties to this transfer, this _____ day of _____, 2022 由轉讓雙方於2022年_____月_____日簽署		

PLEASE DO NOT DATE
請勿填寫日期



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 _____

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 signature of this form of acceptance and transfer
簽署本接納及過戶表格之日期



ALL JOINT REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名登記
持有人均須於
本欄個別簽署

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:	For and on behalf of 代表 Thematic Bridge Investment Pte. Ltd. Authorised Signatory 授權簽署人
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 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

Note 1: Insert the total number of Shares for which the Offer is accepted. If no number is specified or the number of Shares specified in this form of acceptance and transfer is greater than the number of Shares held by you, this form of acceptance and transfer will be returned to you for correction. Any corrected and valid form of acceptance and transfer must be re-submitted and received by the Registrar on or before the latest time of acceptance of the Offer in order for it to be counted towards fulfilling the acceptance condition.

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

附註1: 請填上接納要約所涉及之股份總數。倘本接納及過戶表格並無註明數目，或本接納及過戶表格所註明之股份數目多於 閣下所持有之股份數目，則本接納及過戶表格將會退回予 閣下以作更正。任何經更正及有效之接納及過戶表格必須於接納要約之最後時間或之前再行提交並送交過戶登記處，方可被視為符合接納條件。

附註2: 向接納股東支付之代價將扣除賣方從價印花稅。

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

If you are in any doubt as to any aspect of the Offer, this form of acceptance and transfer or as to the action to be taken, you should consult a 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 Shares in the Company, you should at once hand this form of acceptance and transfer and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the licensed securities dealer, registered institution in securities, bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The Offer is in respect of a company incorporated in the People's Republic of China and listed in Hong Kong and is therefore subject to the disclosure and procedural requirements of laws, regulations and rules in Hong Kong which may be different from those in other jurisdictions. The ability of Shareholders who are citizens, residents or nationals of jurisdictions outside of Hong Kong to participate in the Offer may be subject to the laws and regulations of the relevant jurisdictions. It is the responsibility of each of the relevant Shareholders to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such Shareholder in such relevant jurisdiction as a result of acceptance of the Offer.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

This form of acceptance and transfer should be read in conjunction with the accompanying Composite Document, the contents of which form parts of the terms and conditions of the Offer. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

You should read the Composite Document before completing this form of acceptance and transfer. The Offer is conditional. To accept the Offer made by China International Capital Corporation Hong Kong Securities Limited ("CICC") on behalf of the Offeror, you should complete and sign this form of acceptance and transfer and forward this form of acceptance and transfer, together with the relevant share certificate(s), transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) ("Title Document") for the whole of your holding of Shares or, if applicable, for not less than such number of Shares in respect of which you intend to accept the Offer, by post or by hand to the Registrar, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, marked "Jinke Smart Services Group Co., Ltd. – General Offer" on the envelope as soon as possible, but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on Monday, 14 November 2022, 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.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: CICC and the Offeror

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by CICC 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 and transfer;
 - (b) my/our irrevocable instruction and authority to each of the Offeror, CICC 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 (rounding up to the nearest cent) to which I/we shall have become entitled, as at the time to which I/we am/are entitled to receive it, 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, and if applicable, the fees payable to the Registrar in respect of lost or unavailable Share certificate(s), 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 within seven (7) Business Days following the later of the date on which the Offer becomes or is declared unconditional in all respects and the date on which all the relevant documents are received by the Registrar to render such acceptance under the Offer complete and valid.
(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in block capitals)
Address: (in block capitals)
 - (c) my/our irrevocable instruction and authority to each of the Offeror, CICC, the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the 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 and transfer in accordance with the provisions of that Stamp Duty Ordinance;
 - (d) my/our irrevocable instruction and authority to each of the Offeror, CICC and/or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Offer, including without limitation to insert a date in this 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 Shares 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 Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from any claim, charge, mortgage, security, lien, pledge, option, equity, power of sale, hypothecation, retention of title, leasing, sale-and-repurchase, sale-and-leaseback arrangement, right of pre-emption, deferred purchase, right of first refusal, priority or security interest of any kind or any other third party rights of any nature or any agreement for any of the same ("Encumbrances") together with all rights and benefits attaching to them as at the date of the Joint Announcement or subsequently becoming attached to them (including the right to receive in full all dividends, distributions and any return of capital, if any, the record date of which is on or after the date of the Joint Announcement);
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, CICC 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;
 - (g) my/our irrevocable instruction and authority to each of the Offeror and/or CICC and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the relevant Share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the 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 was/were delivered to the Registrar together with this form of acceptance and transfer; and
 - (h) my/our agreement that the Offer is, and all acceptances of the Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Offer.
2. I/We understand that acceptance of the Offer by me/us will constitute a representation and warranty by me/us to the Offeror that the Shares specified in this form of acceptance and transfer will be sold to the Offeror free from all Encumbrances and together with all rights and benefits attaching to them as at the date of the Joint Announcement or subsequently becoming attached to them (including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the date of the Joint Announcement).
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 and transfer duly cancelled, by ordinary post at my/our own risk to the person and address stated in 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 member of the Company.
Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offeror, CICC or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant Title Documents for the whole or part of my/our holding of Shares 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 and transfer 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 warrant and represent to the Offeror and CICC that I am/we are the registered Shareholder(s) of the number of Shares specified in this form of acceptance and transfer and I/we have the full right, power and authority to tender, sell, assign or pass the title and ownership of my/our Shares (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Offer.
6. I/We warrant and represent to each of the Offeror, CICC and their respective advisers that I/we have observed and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof; and that I/we have observed all the applicable laws and regulations in connection with such acceptance, including obtaining any government, exchange control or other consents which may be required; and that I/we have made all registrations or filings required and complied with any other necessary formalities or regulatory or legal requirements and have paid any transfer or other taxes due, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant and represent to each of the Offeror, CICC 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 and duties and other required payments payable by me/us in connection with my/our acceptance of the Offer in each relevant jurisdiction.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this form of acceptance and transfer, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

本接納及過戶表格乃重要文件，請即處理。

閣下如對要約、本接納及過戶表格的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。

閣下如已售出或轉讓所有名下之本公司股份，應立即將本接納及過戶表格及隨附綜合文件送交買方或承讓人或經手買賣或轉讓之持牌證券交易商、註冊證券機構、銀行、股票經紀或其他代理商，以便轉交買方或承讓人。

要約就在中華人民共和國註冊成立及在香港上市之公司作出，故須遵守香港的法律、規例及規則所規定的披露及程序要求，可能有別於其他司法權區之規定。屬於香港以外司法權區之公民、居民或國民之股東參與要約之能力，可能須受相關司法權區之法律及規例所規限。有關股東各自有責任自行了解並全面遵守相關司法權區與此相關之法律及規例，包括取得任何政府、外匯管制或其他方面之同意，或進行存檔及登記，以及支付該股東因接納要約於相關司法權區應付之任何轉讓費或其他稅項。

本接納及過戶表格之填寫方法

本接納及過戶表格應與隨附之綜合文件一併閱讀，其內容構成要約條款及條件的一部分。綜合文件附錄一之條文已經收錄在本接納及過戶表格內，並構成其中一部分。

閣下務請細閱綜合文件後填寫本接納及過戶表格。要約為有條件。閣下如欲接納中國國際金融證券有限公司（「中金」）代表要約人提出之要約，應填妥及簽署本接納及過戶表格，並將本接納及過戶表格連同閣下所持全部股份或（如適用）不少於閣下欲接納要約之股份數目之相關股票、過戶收據及／或其他所有權文件（及／或就此所需並令人信納之任何彌償保證）（「所有權文件」）（信封須註明「金科智慧服務集團股份有限公司－全面要約」），盡快以郵寄或專人送交之方式送抵過戶登記處卓佳證券登記有限公司（地址為香港夏慤道16號遠東金融中心17樓），惟無論如何須不遲於2022年11月14日（星期一）（即首個截止日期）下午四時正（香港時間）（或要約人根據《收購守則》可能釐定及宣佈的較後日期及／或時間）送達過戶登記處。

要約之接納及過戶表格

致：中金及要約人

1. 本人／吾等一經簽署本接納及過戶表格（不論該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及過戶表格所載代價及條款與條件，就本接納及過戶表格所列明之股份數目，不可撤回地接納綜合文件所載由中金代表要約人提出的要約；
- 本人／吾等不可撤回地指示及授權要約人、中金及／或任何彼等各自之代理人，就本人／吾等根據要約之條款應得（在本人／吾等有權得到之時）之現金代價（將調整至最接近仙位）（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及（如適用）就遺失或未能提供之股票應付過戶登記處之費用），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，於要約在所有方面成為或宣告成為無條件當日與過戶登記處收到所有有關文件以使該項要約接納完成及有效當日（以較後者為準）後七(7)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所列首位者（如為聯名登記股東），郵誤風險概由本人／吾等承擔。

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

姓名：（請用正楷填寫）.....

地址：（請用正楷填寫）.....

- 本人／吾等不可撤回地指示及授權要約人、中金、過戶登記處及／或彼等任何一方可能就此指定之有關人士，代表本人／吾等訂立及簽立香港法例第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訂立及簽立之成交單據，並按印花稅條例之規定安排該單據加蓋釐印及安排在本接納及過戶表格背書證明；
- 本人／吾等不可撤回地指示及授權要約人、中金及／或彼等任何一方可能指定之有關人士，就本人／吾等接納要約代表本人／吾等填妥、修訂及簽立任何文件，包括但不限於在本接納及過戶表格填上日期，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需或權宜之行動，使本人／吾等就接納要約而交回之股份轉歸要約人及／或其可能指定之有關人士所有；
- 本人／吾等承諾於必要或合宜時簽署有關其他文件及辦理有關其他手續及事項，以進一步確保將本人／吾等就接納要約而交回之股份轉讓予要約人或其指定的有關人士，該等股份並不附帶任何申索、押記、按揭、抵押、留置權、質押、購股權、權益、出售權、擔保契約、所有權保留、租賃、售後回購、售後租回安排、優先購買權、遞延購買、優先拒絕權、優先權或任何類別的抵押權益或任何其他第三方的任何性質的權利或就任何以上各項所訂立的任何協議（「產權負擔」），及連同於聯合公告日期附帶或隨後附帶的一切權利及利益，包括全額收取記錄日期為聯合公告日期當天或之後的所有股息、分派及任何股本回報（如有）的權利；
- 本人／吾等同意追認由要約人、中金及／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；
- 本人／吾等不可撤回地指示及授權要約人及／或中金及／或彼等各自之代理，代表本人／吾等交付隨附經本人／吾等正式簽署之過戶收據及／或任何其他所有權文件（及／或就此所需任何令人信納之一項或多項彌償保證），並憑此向本公司或過戶登記處領取本人／吾等就股份應獲發之有關股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處根據要約之條款及條件持有有關股票，猶如有關股票乃連同本接納及過戶表格一併送交過戶登記處；及
- 本人／吾等同意要約及對要約的所有接納受且將受香港法例規管及據此詮釋，且香港法院將擁有專屬司法管轄權解決就要約可能產生的任何爭議。

2. 本人／吾等明白本人／吾等接納要約，將構成本人／吾等向要約人聲明及保證本接納及過戶表格所列明之股份將在概不附帶任何產權負擔，並連同於聯合公告日期附帶或隨後附帶的一切權利及利益的情況下出售予要約人，包括全額收取記錄日期為聯合公告日期當天或之後的所有股息及其他分派（如有）的權利。

3. 倘本人／吾等之接納根據要約之條款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／吾等授權並要求閣下將本人／吾等之所有權文件連同已正式註銷之本接納及過戶表格以普通郵遞方式一併寄予上文1(b)段所列之人士及地址；或如未有列明姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中所列首位者（如為聯名登記股東），郵誤風險概由本人／吾等自行承擔。

附註：倘閣下交出一份或以上過戶收據，而要約人、中金或彼等各自之代理已代表閣下從本公司或過戶登記處領取有關股票，則發還予閣下者將為有關股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等所持全部或部分股份之相關所有權文件，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及過戶表格或所有權文件概不獲發收據。本人／吾等亦了解所有文件將以普通郵遞方式寄發，郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等向要約人及中金保證及聲明，本人／吾等為本接納及過戶表格指定股份數目之登記股東，而本人／吾等有十足權利、權力及授權以接納要約之方式，向要約人交回、出售、轉讓或移交本人／吾等之股份之所有權及擁有權（連同應計或隨附的一切權利）。

6. 本人／吾等向要約人、中金及彼等各自之顧問保證及聲明，本人／吾等已遵照所有適用法律法規及根據該等法律法規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所有適用法律法規（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／吾等已辦理所有規定的登記及存檔並遵守任何其他必要的手續或監管或法律規定，及已支付任何轉讓費用或其他到期的稅項，而且該接納根據所有適用法律法規為有效及具約束力。

7. 本人／吾等向要約人、中金及／或彼等任何一方可能指定之有關人士保證及聲明，本人／吾等將會全權負責支付本人／吾等接納要約於各相關司法權區應付之任何轉讓費用或其他稅項及徵稅以及其他規定付款。

8. 本人／吾等知悉，除在綜合文件及本接納及過戶表格清楚列明者外，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。

9. 本人／吾等確認以接納要約之方式售予要約人之本人／吾等之股份將以要約人或其代名人義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, CICC 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

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 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, CICC 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 and transfer may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of compliance with the terms and application procedures set out in this form of acceptance and transfer and the Composite Document;
- registering transfers of the Shares out of your name;
- maintaining or updating the relevant register of holders of the Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, its holding companies or subsidiaries, the Company and/or their respective agents, officers and advisers such as CICC and the Registrar;
- compiling statistical code information and shareholder profiles;
- 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, CICC, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CICC, the Company and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and/or under applicable laws, rules 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 and transfer will be kept confidential but the Offeror, CICC, the Company 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, its subsidiaries or holding companies, CICC, the Company and/or any of their respective agents, officers and advisers, and the Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, CICC, the Company and/or the Registrar, 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, CICC, the Company and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, the Company, CICC and/or the Registrar will keep the personal data provided in this form of acceptance and transfer for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, CICC, the Company 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, CICC, the Company and 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, CICC, the Company or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE AND TRANSFER YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、中金及過戶登記處有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

1. 收集閣下個人資料的原因

如閣下就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。其亦可能妨礙或延誤寄發閣下根據要約有權享有之代價。如所提供的資料不準確，閣下須即時知會約人、中金及／或過戶登記處。

2. 用途

閣下於本接納及過戶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及過戶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；
- 保存或更新股份相關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈約人、其控股公司或附屬公司、本公司及／或彼等各自之代理、高級職員及顧問(如中金及過戶登記處)之通訊；
- 編製統計代碼資料及股東概況；
- 確立股東之獲益權利；
- 按法例、規則或規例(無論法定或其他規定)作出披露；
- 披露相關資料以便索償或享有權益；
- 有關約人、中金、本公司及／或過戶登記處業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途，以便約人、中金、本公司及／或過戶登記處履行彼等對股東及／或監管機構及／或在適用法例、規則或規例下的責任及股東可能不時同意或知悉的其他用途。

3. 轉交個人資料

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

- 約人、其附屬公司或控股公司、中金、本公司及／或彼等各自之代理、高級職員及顧問、過戶登記處及海外主要過戶登記處(如有)；
- 為要約人、中金、本公司及／或過戶登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 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
- 約人、中金、本公司及／或過戶登記處認為必須或適當情況下之任何其他人士或機構。

4. 保留個人資料

約人、本公司、中金及／或過戶登記處將按收集個人資料之用途需要保留本接納及過戶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. 獲取及更正個人資料

根據該條例規定，閣下有權確認約人、中金、本公司或過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，約人、中金、本公司及過戶登記處有權就處理獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予約人、中金、本公司或過戶登記處(視情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款。