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 Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite document dated 23 November 2023 (the "Composite Document") jointly issued by the Offeror and the Company.
 除文義另有所指外，本接納表格所用詞彙與要約人本公司於二零二三年十一月二十三日聯合刊發之綜合文件（「綜合文件」）所界定者具有相同涵義。
 FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE GENERAL OFFER.
 閣下如欲接納全面要約，請使用本接納及過戶表格。



FIRST SHANGHAI INVESTMENTS LIMITED

第一上海投資有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 227)

(股份代號: 227)

**FORM OF ACCEPTANCE AND TRANSFER OF SHARE IN
FIRST SHANGHAI INVESTMENTS LIMITED**

第一上海投資有限公司

股份之接納及過戶表格

Except the section marked "Do not complete", all parts should be completed in full

除註有「請勿填寫本欄」部分外，每項均須填妥

Registrar 過戶登記處: Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong

香港中央證券登記有限公司
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

You must insert the total number of Shares for which the General Offer is accepted. 閣下必須填上接納全面要約之股份總數。	FOR THE CONSIDERATION stated below the "Offer Shareholder(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) held by the Offer Shareholder(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 下述「要約股東」謹此按下列代價，根據本表格及綜合文件載列之條款及條件，向下述「承讓人」轉讓以下註明要約股東持有之股份。		
	Number of Shares to be transferred (Note) 將予轉讓股份數目 (附註)	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票號碼		
	Offer Shareholder(s) name(s) and address(es) in full 要約股東全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
		Registered address 登記地址	Telephone number 電話號碼
	CONSIDERATION 代價	HK\$0.11 in cash for each Share 每股股份現金0.11港元	
TRANSFEREE 承讓人	Name: 姓名: Correspondence Address: 通訊地址: Occupation: 職業:	China Assets (Holdings) Limited 中國資本(控股)有限公司 19/F, Wing On House, 71 Des Voeux Road Central, Hong Kong 香港德輔道中71號永安集團大廈19樓 Corporation 法團	

Signed by or for and on behalf of the Offer Shareholder(s) in the presence of:

要約股東或其代表在下列見證人見證下簽署:

Signature of witness 見證人簽署



**ALL JOINT OFFER
SHAREHOLDERS
MUST SIGN HERE**
 所有聯名要約股東
 均須於本欄簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Signature(s) of Offer Shareholder(s)/or its duly authorized agent company chop, if applicable
 要約股東或其正式授權代理簽署/公司印鑑(如適用)

Occupation of witness 見證人職業

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

The signing Offer Shareholder(s) hereby acknowledge(s) that the signing and submission of this Form of Acceptance do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below, and registration.
 署名要約股東謹此確認，署名及提交本接納表格不會使據此擬進行的股份轉讓生效。據此擬進行的股份轉讓須待承讓人於下述轉讓日期簽署及登記後方可作實。

Do not complete 請勿填寫本欄	
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: Signature of witness 見證人簽署	For and on behalf of 代表 China Assets (Holdings) Limited 中國資本(控股)有限公司
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

Note: Insert the total number of Shares for which the General Offer is accepted. If no number is inserted or a number inserted is greater or smaller than your registered holding of Shares or those Shares tendered for acceptance of the General Offer and you have signed this form, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time for acceptance of the General Offer.

附註: 請填上接納全面要約的股份總數。倘並無填上數目或所填數目大於或少於 閣下登記持有之股份或作接納全面要約之股份，而 閣下已簽署本表格，則表格將退回予 閣下進行修改及重新遞交。任何經更正的表格必須於接納全面要約的最後期限或之前再行提交並送達過戶登記處。

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this form or as to the action to be taken, you should consult a licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant, or other professional adviser.

If you have sold or transferred all your Shares, you should at once hand this form and the Composite Document to the purchaser or transferee, 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 or transferee.

First Shanghai Securities is making the General Offer on behalf of the Offeror. The making of the General Offer to persons with a registered address in jurisdiction outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdiction. The Offer Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong should obtain appropriate legal advice on, inform themselves about and observe any applicable legal or regulatory requirement. It is the responsibility of each Overseas Shareholder who wishes to accept the General Offer to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due by him/her/it in respect of such jurisdiction. Any such Overseas Shareholder will be responsible for any such issue, transfer, or other taxes by whomsoever payable and the Offeror, First Shanghai Securities and any person acting on his/her/its behalf shall be entitled to be fully indemnified and held harmless by such Overseas Shareholder for any such issue, transfer or other taxes as such person may be required to pay. Acceptance of the General Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws to receive and accept the General Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the General Offer. This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Offer Shareholders are advised to read this form in conjunction with the Composite Document before completing this form. To accept the General Offer made by First Shanghai Securities on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.11 per Share, you should complete and sign this form overleaf and forward this form, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof), for such number of Shares in respect of which you wish to accept the General Offer, by post or by hand, to the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, marked "First Shanghai Investments Limited – General Offer" on the envelope as soon as possible, but in any event so as to reach the Registrar not later than 4:00 p.m. on 14 December 2023 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE GENERAL OFFER

To: **The Offeror and First Shanghai Securities**

1. My/Our execution of this form overleaf (whether or not such form is dated) shall be binding on my/our successors and assigns, and shall constitute:

- (a) my/our irrevocable acceptance of the General Offer made by First Shanghai Securities on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this form or, if no such number is specified or a number in excess of my/our registered holding of Shares is, specified, in respect of all such Shares as to which I/we am/are the registered Offer Shareholder;
- (b) my/our irrevocable instruction and authority to each of the Offeror and/or First Shanghai Securities and/or any of their respective agent(s) to collect from the Company or 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 other document(s) of title (if any) (and/or any indemnity 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) and subject to the terms and conditions of the General Offer, as if it was/they were Share certificate(s) delivered to them together with this form;
- (c) my/our irrevocable instruction and authority to each of the Offeror and/or First Shanghai Securities 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 General Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the General Offer), by ordinary post at my/our risk to the person named at 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 Offer 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 later of the date on which the General Offer becomes or is declared unconditional in all respects and the date of receipt of this completed form and all the relevant documents (which should be received no later than 4:00 p.m. on the Closing Date or such later time and date as determined and announced by the Offeror with the consent of the Executive) by the Registrar from me/us accepting the General Offer;

(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered Offer Shareholder or the first-named of joint registered Offer Shareholders.)

Name: (in block letters) _____

Address: (in block letters) _____

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or First Shanghai Securities and/or the Registrar or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver 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 General Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the memorandum of association and articles of association of the Company and to make endorsement on it under that Ordinance;
 - (e) my/our irrevocable instruction and authority to the Offeror, First Shanghai Securities or such person or persons as any of them may direct to complete and execute any document on my/our behalf and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror (or such person or persons as it may direct) the Shares in respect of I/we have accepted the General Offer;
 - (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 to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights, encumbrances or rights of pre-emption and any third party rights of any nature and whatsoever and together with all rights accruing or attaching thereto, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the date on which the General Offer is made, in respect of the Shares tendered pursuant to the General Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or First Shanghai Securities or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I/we understand that acceptance of the General Offer by me/us will be deemed to constitute a warranty by me/us that (i) all Shares sold by me/us under the General Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances whatsoever and together with all rights attaching or accruing thereto, including without limitation the right to receive all dividends and/or other distributions declared, made or paid, if any, on or after the date on which the General Offer is made; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner, First Shanghai Securities, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the General Offer or his/her acceptance thereof, and is permitted under all applicable laws and regulations to receive and accept the General Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. I/we hereby warrant and represent to you that I/we am/are the registered holder(s) of the Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror absolutely by way of acceptance of the General Offer.
4. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the General Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease 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 any other document(s) of title (and/or any indemnity required in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Offer Shareholders) at the registered address shown in the register of members of the Company.
- Note:* When 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 and/or First Shanghai Securities or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the General Offer, you will be returned such Share certificate(s) in lieu of the transfer receipt(s).
5. I/we warrant to the Offeror, First Shanghai Securities and the Company 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 General Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.
6. I/we warrant to the Offeror, First Shanghai Securities and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company.
7. I/we enclose 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 whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the General Offer. I/we understand that no acknowledgement of receipt of any form of acceptance and transfer, 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) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
8. I/we acknowledge that my/our Shares sold to the Offeror by way of acceptance of the General Offer will be registered under the name of the Offeror or its nominee.
9. I/we irrevocably undertake, represent, warrant and agree to and with the Offeror and First Shanghai Securities (so as to bind my/our successors and assignees) that in respect of my/our Shares which are accepted under the General 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 19/F, Wing On House, 71 Des Voeux Road Central, 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 subject to the Takeovers Code; 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, save as expressly provided in the Composite Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

本表格乃重要文件，請即處理。如閣下對本表格任何方面或應採取之行動有任何疑問，應諮詢持牌證券交易商、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股份，應立即將本表格連同綜合文件，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，以便轉交買主或承讓人。

第一上海證券正代表要約人提出全面要約。向登記地址位於香港境外司法權區的人士提呈全面要約，或會受到有關司法權區的法例禁止或影響。倘要約股東為香港境外司法權區的公民或居民或國民，應自行取得適當法律意見及全面了解及遵守任何適用法律或監管規定。各海外股東如欲接納全面要約，須自行全面遵守有關司法權區在此方面的法例，包括其須於有關司法權區獲得任何可能需要的政府、外匯管制或其他方面的許可，遵守其他必須的正式手續或法律及監管規定，及支付任何過戶費用或其他稅項。任何該等海外股東將負責支付任何人士所應付的任何上述發行稅、轉讓稅或其他稅項，而要約人、第一上海證券及任何代表彼等行事的人士均有權獲悉數彌償及毋須就該等海外股東可能須支付的任何上述發行稅、轉讓稅或其他稅項承擔任何責任。閣下接納全面要約，即被視作表示閣下保證閣下根據所有適用法例獲准收取及接納全面要約（及其任何修訂），而有關接納根據所有適用法例為有效及具約束力。閣下應就決定是否接納全面要約諮詢專業意見。本接納表格應連同隨附之綜合文件一併閱覽。

本接納表格填寫方法

要約股東務請先閱讀本表格及綜合文件後始填寫本表格。如欲接納第一上海證券代表要約人以每股股份0.11港元之現金價格收購閣下所持股份提出之全面要約，閣下應填妥及簽署背頁之表格，然後將整份表格連同閣下有意接納全面要約之股份數目之有關股票及／或過戶收據及／或任何其他所有權文件（及／或就此所規定並令人信納之彌償保證），盡快郵寄或親自交回過戶登記處香港中央證券登記有限公司，地址為香港皇后大道東183號合和中心17樓1712-1716號舖，信封上註明「第一上海投資有限公司－全面要約」，惟無論如何不得遲於二零二三年十二月十四日下午四時正（香港時間）前（或要約人可能根據收購守則釐定及公佈之較後時間及／或日期）交回過戶登記處。綜合文件附錄一所載之條文納入本接納表格並構成其中部分。

全面要約之接納及過戶表格

致： 要約人及第一上海證券

1. 本人／吾等一經簽署本表格之背頁（無論該表格是否已註明日期），本人／吾等之繼承人及受讓人將受此約束，並表示：

- (a) 本人／吾等就本表格上所註明數目之股份，按及受制於綜合文件及本表格所載代價與有關條款及條件，不可撤回地接納綜合文件所載由第一上海證券代表要約人提出全面要約，或倘無註明有關數目或數目超出本人／吾等登記持有之股份，則為本人／吾等作為登記要約股東所持有之全部股份；
- (b) 本人／吾等不可撤回地指示及授權要約人及／或第一上海證券及／或其各自之代理，各自代表本人／吾等向本公司或過戶登記處領取本人／吾等根據附經本人／吾等簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所規定之彌償保證）及憑此將獲發行之股份之本公司股票，並將有關本公司股票送交過戶登記處，且授權及指示過戶登記處依照及根據全面要約之條款及條件持有該等本公司股票，猶如其為連同本表格一併送交彼等之本公司股票；

- (c) 本人／吾等不可撤回地指示及授權要約人及／或第一上海證券或彼等各自之代理，就本人／吾等根據全面要約之條款應得之現金代價（扣除本人／吾等就接納全面要約應付之所有賣方從價印花稅），以「不得轉讓－只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，盡快以平郵方式寄至下文所列人士及地址（如未有於下欄填上姓名及地址，則按本公司股東名冊所列之登記地址郵寄予本人或（倘屬聯名登記要約股東）吾等中排名首位者），郵誤風險概由本人／吾等承擔，惟無論如何須於全面要約在各方面成為或被宣佈為無條件之日及過戶登記處收訖本人／吾等已填妥之本表格及所有相關文件（最遲須於截止日期下午四時正或要約人獲得執行人員同意後可能釐定及公佈之較後時間及日期前收到有關文件）表示接納全面要約之日（以兩者中之較後日期為準）後七(7)個營業日內；

（附註：如收取支票之人士並非登記要約股東或名列首位之聯名登記要約股東，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） _____

- (d) 本人／吾等不可撤回地指示及授權要約人及／或第一上海證券及／或過戶登記處或任何其他可能指定之人士，各自代表本人／吾等以根據全面要約出售股份賣方之身份，訂立、簽署及交付香港法例第117章印花稅條例第19(1)條所規定須訂立及簽立之買賣單據，並按該條例之規定繳付印花稅及安排在表格背書證明以及以聯交所指定可能對根據本公司組織章程大綱及細則有效轉讓該等股份而屬必要之形式訂立、簽署及交付任何其他文件或文據，並按該條例背書證明；
- (e) 本人／吾等不可撤回地指示及授權要約人、第一上海證券或任何其他可能指定之一名或多名人士，代表本人／吾等填妥及簽立任何文件及採取任何其他必須或適當之行動，使本人／吾等之股份歸要約人（或其可能指定之一名或多名人士）所有；
- (f) 本人／吾等承諾於必需或適當時簽立相關文件及辦理相關手續及事項，以確保就根據全面要約交出之股份轉讓予要約人或其可能指定人士之股份，概不附帶任何留置權、抵押、選擇權、申索、衡平權、不利權益、第三方權利、產權負擔或優先購買權以及任何性質的第三方權利，連同應有或附帶之一切權利，包括但不限於收取於作出全面要約日期或之後所宣派、作出或派付之所有股息及分派（如有）之權利；及
- (g) 本人／吾等同意追認要約人或第一上海證券或其任何代理或可能指定之人士，各自於行使本表格所載任何授權時所作出或進行之任何行動或事宜。

2. 本人／吾等明白，本人／吾等接納全面要約將被視為(i)表示本人／吾等保證本人／吾等根據全面要約出售之股份不附有任何第三方權利、留置權、抵押、衡平權、選擇權、申索、不利權益及任何形式之產權負擔，且連同該等股份所附帶或累計之一切權利一併出售，包括但不限於在作出全面要約日期或之後就收取所宣派、作出或派付之所有股息及／或其他分派（如有）之權利；及(ii)本人／吾等並無採取或遺漏採取任何行動，將導致或可能導致要約人、其實益擁有人、第一上海證券、本公司或任何其他人士就全面要約或其接納而違反任何地區的法律或監管規定，並根據所有適用法律及規例獲准收取及接納全面要約及其任何修訂，而有關接納根據所有適用法律及規例為有效及具約束力。

3. 本人／吾等謹此向閣下保證及聲明，本人／吾等為本表格所列明股份之登記持有人，而本人／吾等絕對擁有全部權利、權力及權限，藉接納全面要約之方式向要約人出售及移交本人／吾等所持股份之所有權及擁有權。

4. 倘根據全面要約之條款，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／吾等授權並要求閣下將本人／吾等之本公司股票及／或過戶收據及／或任何其他所有權文件（及／或就此所規定之彌償保證），連同已正式註銷之本表格以平郵方式一併寄回上述第1(c)段所指人士或，如姓名及地址欄內空白，則按要約股東名冊所示登記地址寄回本人或吾等當中所列首位者（如屬聯名登記要約股東），惟郵誤風險概由本人／吾等自行承擔。

附註：倘閣下交出一份或以上過戶收據，同時於閣下接納全面要約後，要約人及／或第一上海證券或其各自任何代理代表閣下，向本公司或過戶登記處領取有關本公司股票，閣下將獲發還本公司股票而並非過戶收據。

5. 本人／吾等向要約人、第一上海證券及本公司保證，本人／吾等符合本人／吾等於要約股東名冊所列地址所處司法權區內有關本人／吾等接納全面要約之法例，包括取得符合所有必要正式手續、法律及／或監管規定所規定之一切政府、外匯管制或其他同意及任何登記或備案。

6. 本人／吾等向要約人、第一上海證券及本公司保證，本人／吾等將全面負責支付本人／吾等於要約股東名冊所列地址所處司法權區之所有應付轉讓費用或其他稅項及稅款。

7. 本人／吾等茲附上本人／吾等所持全部／部分股份之有關本公司股票及／或過戶收據及／或任何其他所有權文件（及／或就此所規定並令人信納之彌償保證），由閣下依照全面要約之條款及條件予以保存。本人／吾等明白將不會就任何接納及過戶表格、本公司股票及／或過戶收據及／或任何其他所有權文件（及／或就此所規定並令人信納之彌償保證）獲發收據。本人／吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人／吾等承擔。

8. 本人／吾等承諾透過接納全面要約而向要約人出售本人／吾等之股份，將以要約人或其代名人之名義登記。

9. 本人／吾等就已接納全面要約所涉及之股份，而其接納並未被有效撤回及並無按要約人之指示或其名義登記者，向要約人及第一上海證券不可撤回地承諾、聲明、保證及同意（以約束本人／吾等之繼承人及受讓人）作出：

- (a) 本人／吾等授權公司及／或其代理人，將須向本人／吾等作為要約股東寄發之任何通告、通函、保證書或其他須予寄發之文件或通訊（包括任何本公司股票及／或因將該等股份轉為證書形式而發出之其他所有權文件），寄送至香港德輔道中永安集團大廈19樓，註明要約人收；

- (b) 不可撤回地授權要約人或其代理人代表本人／吾等簽署任何同意書，同意縮短要約股東大會通知期及／或出席及／或簽署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該等股東大會（或其任何續會），以及代表本人／吾等行使該等股份附帶之投票權，而該等投票權將以要約人受制於收購守則全權酌情釐定之方式作出投票；及

- (c) 本人／吾等協定，在未有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理人，或委任代理人出席股東大會，及在上文所規限下，如本人／吾等以往已就要約股東大會委任代理人（而該代理人並非要約人或其代名人或獲委任人士）出席該等大會並作出投票，則本人／吾等謹此撤回該委任。

10. 本人／吾等確認，除綜合文件明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回及無條件。

PERSONAL DATA

Personal Information Collection Statement

The main provision 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, First Shanghai Securities, the Company and the Registrar in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the General 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 inform the Offeror, First Shanghai Securities, the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide in this form may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the Company;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the General Offer;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser and the Registrar;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror, First Shanghai Securities, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or First Shanghai Securities and/or the Company and/or the Registrar to discharge their obligations to the Offer Shareholders and/or regulators and other purpose to which the Offer Shareholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and/or First Shanghai Securities and/or 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 and/or its agent(s), such as First Shanghai Securities 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 First Shanghai Securities and/or 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 bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror, First Shanghai Securities, the Company 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, First Shanghai Securities, 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, First Shanghai Securities, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, First Shanghai Securities, the Company 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

香港法例第486章個人資料(私隱)條例(「該條例」)之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於約人、第一上海證券、本公司及過戶登記處有關個人資料及該條例之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就本身之股份接納全面要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。倘閣下提供之資料有任何不準確之處，閣下務須立刻通知要約人、第一上海證券、本公司及/或過戶登記處。

2. 用途

閣下於本表格提供之個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下之接納及核實或遵循本表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義轉讓股份；
- 保存或更新有關本公司股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據全面要約有權取得的配額；
- 自要約人及/或其附屬公司或代理(例如其財務顧問及過戶登記處)收取通訊；
- 編製統計資料及股東簡歷；
- 按法例、規則或規例(無論法定或以其他方式)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人、第一上海證券、本公司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臨時或關連用途及/或以便要約人及/或第一上海證券及/或本公司及/或過戶登記處履行彼等對要約股東及/或監管機構的責任及要約股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約人及/或第一上海證券及/或本公司及/或過戶登記處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交無論在香港(境內外)該等個人資料：

- 要約人及/或其代理，例如第一上海證券及過戶登記處；
- 向要約人及/或第一上海證券及/或本公司及/或過戶登記處就其業務經營提供行政、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之任何其他人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 要約人、第一上海證券、本公司或過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 存取及更正個人資料

根據該條例之規定，閣下可確認要約人、第一上海證券、本公司或過戶登記處是否持有閣下之個人資料，並索取該資料副本，以及更正任何不正確資料。依據該條例之規定，要約人、第一上海證券、本公司及過戶登記處可就索取任何資料之要求收取合理手續費。存取資料或更正資料或索取有關政策及慣例以及所持資料類別之所有要求，須提交要約人、第一上海證券、本公司或過戶登記處(視情況而定)。

閣下一經簽署本表格，即表示同意上述所有條款。