

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

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本接納表格全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

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使用。

All words and expressions defined in the accompanying composite offer and response document dated 18 January 2021 (the "Composite Document") jointly issued by China ZhongDi Dairy Holdings Company Limited and Wholesome Harvest Limited shall, unless the context otherwise requires, have the same meanings when used in this Form of Acceptance. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

除文義另有所指外，本接納表格所用詞彙與隨附之中國中地乳業控股有限公司與Wholesome Harvest Limited於二零二一年一月十八日聯合發出之綜合要約及回應文件（「綜合文件」）所界定者具相同涵義。綜合文件附錄一之條文，已收錄及成為本接納表格之一部份。



CHINA ZHONGDI DAIRY HOLDINGS COMPANY LIMITED

中國中地乳業控股有限公司

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 1492)

(股份代號：1492)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF US\$0.00001 EACH (THE "SHARE(S)") IN THE ISSUED SHARE CAPITAL OF CHINA ZHONGDI DAIRY HOLDINGS COMPANY LIMITED

中國中地乳業控股有限公司
已發行股本中每股面值0.00001美元普通股（「股份」）之接納及過戶表格

To be completed in full 每項均須填寫 (except the section marked "Do not complete" (除註明「請勿填寫本欄」的部分))

Hong Kong branch share registrar and transfer office: Computershare Hong Kong Investor Services Limited

Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong

香港股份過戶登記分處：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至1716號舖

FOR THE CONSIDERATION stated below the "Transferor(s)" named below does/do hereby accept the Offer and transfer to the "Transferee" named below the Share(s) of US\$0.00001 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document. 下述「轉讓人」謹此按下列代價接納股份要約，根據本接納表格及綜合文件載列之條款及條件，向下述「承讓人」轉讓以下註明轉讓人持有每股面值0.00001美元之股份。		
Number of Share(s) to be transferred (附註1) 將予轉讓股份數目	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 TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(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 代價	HK\$1.132 in cash for each Share 每股股份現金1.132 港元	
TRANSFEEE 承讓人	Name: 名稱: Wholesome Harvest Limited Registered address: 登記地址: Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands Occupation: 職業: Corporation 法人團體	

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

The signing Shareholder(s) hereby acknowledge(s) that the Offer is conditional upon the terms and conditions contained herein and in the accompanying Composite Document, and that the signing and submission of this Form of Acceptance by the signing Shareholder(s) 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.

署名股東謹此確認要約受本接納表格及其隨附之綜合文件內之條款及條件所規限，且由署名股東簽署及呈交本要約接納表格並不令據此擬進行之股份轉讓生效。據此擬進行之股份轉讓須於下文所列轉讓日期由承讓人簽署，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：_____

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：_____

For and on behalf of

代表

Wholesome Harvest Limited

Authorised signature(s)

授權簽署

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理簽署

Note: You must insert the total number of Share(s) for which the Offer is accepted. If no number is inserted or a number inserted in the box titled "Number of Share(s) to be transferred" is in excess of your registered holding of Shares or is greater or smaller than that represented by those physical Shares tendered for acceptance of the Offer, and you have signed this Form of Acceptance in respect of the Offer will be considered to be incomplete and accordingly, your acceptance of the Offer will be invalid and your Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar on or before the latest time and date for acceptance of the Offer.

附註：閣下必須填上接納要約之股份總數。如無於「將予轉讓股份數目」一欄上填寫數目或填寫之數目超過閣下登記持有之股份或大於或少於閣下就接納要約所遞交股票內所示之數目，而閣下已簽署本接納表格，則閣下有關要約之接納表格將被視為不完整，而閣下有關要約之接納表格因此為無效及閣下之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股份要約之最後時間及日期或之前再行提交並送交登記處。

* for identification purposes only

* 僅供識別

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

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your Share(s) in China ZhongDi Dairy Holdings Company Limited, you should at once hand this Form of Acceptance and the 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).

The making of the Offer to the Overseas Shareholders may be affected by the laws of the relevant jurisdictions. The Overseas Shareholders should observe any applicable legal or regulatory requirements. The Overseas Shareholders should obtain appropriate legal advice or, regarding the implications of the Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is the responsibility of the Overseas Shareholders who wishes to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required in compliance with all necessary formalities, regulatory and/or legal requirements. Overseas Shareholders will also be fully responsible for the payment of any transfer or other taxes and duties payable by such Overseas Shareholders in respect of all relevant jurisdictions. Acceptance of the Offer by you will constitute a representation and warranty by you that all applicable laws and requirements to receive and accept the Offer, and any revision thereof, have been fully complied with by you and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether or not to accept the Offer.

The remittances in respect of the cash consideration payable for the Shares will be rounded up to the nearest Hong Kong cent.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Shareholders are advised to read this Form of Acceptance in conjunction with the Composite Document before completing this Form of Acceptance. To accept the Offer made by CLSA Limited on behalf of the Offeror to acquire your Shares at a cash price of HK\$1.132 per Share, you should complete and sign this Form of Acceptance and forward this Form of Acceptance, together with the relevant share certificate(s) (the "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), marked "China ZhongDi Dairy Holdings Company Limited – Offer" to the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on Monday, 8 February 2021 (Hong Kong time), 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 IN RESPECT OF THE OFFER

To: **The Offeror, CLSA Limited and the Company**

1. My/Our execution of this Form of Acceptance overleaf shall be binding on my/our successors and assigns, and shall constitute:

- my/our acceptance of the Offer made by CLSA Limited 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, if no number is inserted in the box titled "Number of Shares to be transferred" or a number inserted on this Form of Acceptance is greater than my registered holding of Share(s), or is greater or smaller than that represented by the certificates for Shares tendered for acceptance of the Offer and I have signed this Form of Acceptance, this Form of Acceptance in respect of the Offer will be considered to be incomplete and accordingly, my acceptance of the Offer will be invalid. This Form of Acceptance will be returned to me 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 Offer. I understand that, if the number of shares shown in the share certificate is not wholly accepted by me, I shall apply to the Registrar for new share certificate representing such number of shares to be accepted and shown in the this Form of Acceptance;
- my/our irrevocable instruction and authority to each of the Offeror and/or CLSA Limited 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 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) on and subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to them together with this Form of Acceptance;
- my/our irrevocable instruction and authority to each of the Offeror and/or CLSA Limited 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 (less seller's ad valorem stamp duty payable by me/us as in connection with my/our acceptance of the 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 Shareholders) at the registered address shown in the register of members of the Company within 7 business days (as defined under the Takeovers Code) after the date on which the Offer becomes or is declared unconditional in all respects and all the relevant documents are received by the Registrar to tender such acceptance complete and valid in accordance with the Takeovers Code (whichever is later).

(Note: 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 letters) _____

Address: (in block letters) _____

- my/our irrevocable instruction and authority to each of the Offeror and/or CLSA Limited and/or the Registrar and/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 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 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 articles of association of the Company and to make endorsement on it under that ordinance;
- my/our irrevocable instruction and authority to any director of the Offeror, CLSA Limited or such person or persons as any of them may direct to complete and execute any document on behalf of the person accepting the Offer 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 which such person has accepted the Offer;
- 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, encumbrances, rights of preemption and any other third party rights of any nature and together with all rights accruing or attaching thereto as at the date of the Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the date of the Composite Document, in respect of the Shares tendered pursuant to the Offer; and
- my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or CLSA Limited 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 Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, CLSA Limited and the Company that the Shares held by me/us to be sold under the Offer are sold free from all third party rights, liens, charges, encumbrances, rights of preemption and any other third party rights of any nature and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Shares on or after the date of the Composite Document.

3. I/We hereby warrant and represent to the Offeror, CLSA Limited and the Company that I/we am/are the registered holder(s) of the 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 to the Offeror absolutely by way of acceptance of the Offer.

4. In the event of the Offer lapsing or in the event that my/our acceptance is not valid, in accordance with the terms of the 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 satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance 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 shareholders) at the registered address shown in the register or branch register of members of the Company.

Note: If I/we submit one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by the Offeror and/or CLSA Limited and/or any of their respective agent(s) from the Company or the Registrar on my/our behalf upon my/our acceptance of the Offer, I/we will be returned such Share Certificate(s) in lieu of the transfer receipt(s).

5. I/We warrant to the Offeror, CLSA Limited 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 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, CLSA Limited 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 Offer. I/We understand that no acknowledgement of receipt of any this Form of Acceptance, 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 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, CLSA Limited and the Company (so as to bind my/our successors and assigns) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:

- 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 Offeror at the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong;
- an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
- 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.

本接納表格乃重要文件，請即處理

如閣下對本接納表格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、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已出售或轉讓全部名下之中國中地乳業控股有限公司股份，應立即將本接納表格及綜合文件，送交買主或承讓人，或經手出售或轉讓之銀行、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。

向海外持有人提出要約或會受有關司法權區之法例影響。海外股東應遵守任何適用法律或監管規定。海外持有人應就要約於有關司法權區之影響獲取適當法律意見，藉以遵守任何適用法律或監管規定。欲接納要約之各海外持有人有責任完全遵守所有有關司法權區之法例及規例，包括但不限於遵照所有必要手續、監管及／或法律規定取得任何政府、外匯管制或其他同意。海外持有人亦須全面負責支付所有有關司法權區任何該等海外股東應付過戶費或其他稅項及徵費。閣下接納要約，即構成閣下作出之聲明及保證，表示閣下已完全遵守所有適用法例及規定以收取及接納要約（包括任何有關修訂），而有關接納根據所有適用法例為有效及具約束力。閣下決定是否接納要約時，應諮詢專業意見。

股份應付之現金代價之付款將取捨至最接近的完整港仙金額。

如何填寫本接納表格

股東務請細閱本接納表格及綜合文件後，方填寫本接納表格。如欲接納中信里昂證券代表要約人以現金每股股份1.132港元之價格收購閣下所持股份而提出之要約，閣下應填妥及簽署本接納表格，然後將本接納表格連同有關股票（「股票」）及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何符合要約之一項或多項彌償保證）（封面須註明「中國中地乳業控股有限公司－要約」），盡快交回過戶處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712至1716號舖，惟無論如何不得遲於二零二二年二月八日（星期一）下午四時正（香港時間），即首個要約截止日期，或要約人根據收購守則而可能釐定及要約人及公司聯合公佈之較後時間及／或日期送達過戶處。

要約之接納表格

致：要約人、中信里昂證券及本公司

1. 本人／吾等簽立本接納表格之背頁，本人／吾等之承繼人及承讓人亦須受此約束，且構成：

- 本人／吾等接納由中信里昂證券代表要約人提出載於綜合文件之要約，以所述代價並按照及根據綜合文件及本接納表格所述條款及條件收購本接納表格所指明之股份數目，如並無於「將予轉讓股份數目」一欄填上數目，或於本接納表格上填上之數目大於本人所持登記股份或大於或少於本人就接納要約所遞交股票內所示之數目，而本人已簽署本接納表格，則本人有關要約之接納表格將被視為並未填妥，因此，本人之要約接納將會無效。本接納表格將退回予本人進行修改及重新遞交。任何經更正之表格必須於接納要約之最後期限或之前重新提交並送達過戶登記處；本人知悉，若股票所示之股份數目並非由本人悉數接納，則本人應向過戶登記處申請新股票，以代表將予接納並於本接納表格上列示的有關股份數目；
- 本人／吾等不可撤回地指示並授權要約人及／或中信里昂證券及／或任何其他彼等各自之代理，各自代表本人／吾等就根據隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所需任何符合要約之一項或多項彌償保證）及其交回而將發行之股份從公司或過戶處領取股票，並將有關股票送交過戶處，且授權並指示過戶處按照及根據要約之條款及條件持有該等股票，猶如該等股票已連同本接納表格一併交回過戶處；
- 本人／吾等不可撤回地指示並授權要約人及／或中信里昂證券及／或任何其他彼等各自之代理，各自就本人／吾等根據要約之條款有權獲得之現金代價（扣除本人／吾等就接納要約應付之賣方從價印花稅），以「不得轉讓－只准入抬頭人賬戶」方式開出以本人／吾等為抬頭人之劃線支票，於(i)過戶處接獲妥為完成之接納日期或(ii)要約於所有方面成為或被宣佈為無條件之日兩者之較後日期起計7個營業日（定義見收購守則）內，以平郵方式寄往下列人士及地址（如並無於下欄列明姓名及地址，則按本公司股東名冊所示登記地址寄往本人或吾等名列首位之人士（如屬聯名登記股東），郵誤風險由本人／吾等自行承擔；

（附註：如收取支票之人士之姓名及地址並非登記股東或名列首位之聯名登記股東所登記之姓名及地址，則請在本欄填上收取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）_____

- 本人／吾等不可撤回地指示並授權要約人及／或中信里昂證券及／或過戶處及／或任何其他可能就此目的指定之一名或多名人士，各自代表本人／吾等以根據要約出售股份賣方之身份，訂立、簽立及交付香港法例第117章印花稅條例規定須訂立及簽立之合約單據，並按該條例之規定繳付印花稅及安排在本接納表格背書證明以及以該項指定可能對根據公司章程細則有效轉讓該等股份而屬必要之形式訂立、簽立及交付任何其他文件或文據，並按該條例背書證明；
- 本人／吾等不可撤回地指示並授權要約人、中信里昂證券或任何其他可能指定之一名或多名人士，代表接納要約之人士填寫及簽立任何文件，及採取可能必要或權宜之任何其他行動，使已接納要約之人士之股份轉歸要約人或其可能指定之一名或多名人士所有；
- 本人／吾等承諾於有需要或適當時簽立其他文件，並辦理其他行動及事宜，以進一步確保本人／吾等轉讓予要約人或其可能指定之一名或多名人士之股份，概無所有留置權、押記、產權負擔、優先購買權及屬任何性質之任何其他第三方權利，且連同於綜合文件日期及其後所產生或附帶之所有權利或其後其所附帶之所有權利一併轉讓，包括（但不限於）於綜合文件日期或之後就根據要約所交回股份而宣派、作出或派付之所有股息及分派之權利；及
- 本人／吾等同意追認要約人或中信里昂證券或任何其他彼等各自之代理或任何其他可能指定之一名或多名人士就行使本接納表格所載任何授權而可能作出或進行之各項及每項行動或事宜。

2. 本人／吾等明白本人／吾等接納要約，將被視為構成本人／吾等向要約人、中信里昂證券及本公司保證，由本人／吾等持有根據要約將出售之股份，將在概不附帶所有第三方權利、留置權、押記、產權負擔、優先購買權及屬任何性質之任何其他第三方權利，連同其所附帶之所有權利一併出售，包括於綜合文件日期或之後就股份宣派、作出或派付之所有股息及分派之權利。

3. 本人／吾等謹此向要約人、中信里昂證券及本公司保證及聲明，本人／吾等為本接納表格所列明股份之登記持有人，而本人／吾等絕對擁有一切權利、權力及授權，以透過接納要約之方式出售及轉交本人／吾等所持股份之所有權及擁有權予要約人。

4. 倘要約失效或倘本人／吾等之接納為無效，根據要約之條款，上文第1段所載之所有指示、授權及承諾將告終止，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／或就此所需任何符合要約之一項或多項彌償保證），連同已正式註銷之本接納表格以平郵方式寄回上文第1(c)段所列人士（如上文並無列明姓名及地址，則按本公司股東名冊或分冊所示之登記地址寄予本人或吾等名列首位之人士（如屬聯名登記股東），郵誤風險由本人／吾等自行承擔。

附註：倘本人／吾等寄發一份或多份過戶收據，期間要約人及／或中信里昂證券及／或任何其他彼等各自之代理於本人／吾等接納要約後，代表本人／吾等從本公司或過戶處領取相關股票，則本人／吾等將獲發有關股票而非過戶收據。

5. 本人／吾等向要約人、中信里昂證券及本公司保證，本人／吾等已就接納要約遵守本人／吾等於本公司股東名冊載列之地址所處司法權區之法律，包括遵照所有必要手續、監管及／或法律規定取得任何政府、外匯管制或其他同意及辦理任何登記或存檔。

6. 本人／吾等向要約人、中信里昂證券及本公司保證，本人／吾等須全面負責就本人／吾等按本公司股東名冊載列之地址所處司法權區，支付任何本人／吾等應付之過戶費或其他稅項及徵費。

7. 本人／吾等茲附上本人／吾等所持全部／部份股份之相關股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何符合要約之一項或多項彌償保證），由閣下根據要約之條款及條件保存。本人／吾等明白將不會就任何接納表格、股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何符合要約之一項或多項彌償保證）獲發收據。本人／吾等亦明白所有文件將以平郵方式寄發，郵誤風險由本人／吾等自行承擔。

8. 本人／吾等確認透過接納要約而向要約人出售本人／吾等之股份，將以要約人或其代理人之名義登記。

9. 本人／吾等就根據要約已獲接納或被視為已獲接納、有關接納並未被有效撤回及並未以要約人名義或按其指示登記之股份，向要約人、中信里昂證券及本公司不可撤回地承諾、聲明、保證及同意（以約束本人／吾等之承繼人及承讓人）：

- 本人／吾等授權本公司及／或其代理人，將須向本人／吾等（作為本公司股東）寄發之任何通告、通函、認股權證或其他文件或通訊（包括任何股票及／或因將有關股份轉為證書形式而發出之其他所有權文件），寄予過戶登記處（地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖）以轉交要約人；
- 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，同意縮短本公司任何股東大會通知期及／或出席及／或簽立有關股份之代表委任表格，以委任要約人提名之任何人士出席相關股東大會（或其任何續會），以及代表本人／吾等行使有關股份附帶之投票權，而該等投票權將根據收購守則以要約人全權酌情釐定之方式作出投票；及
- 本人／吾等同意，在未得要約人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相關股東大會委任代表或出席相關股東大會，及在上文所規限下，如本人／吾等之前已委任代表（而該代表並非要約人或其代理人或受委任人士）出席本公司股東大會或在會上投票，則本人／吾等謹此撤回有關委任。

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。

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, CLSA Limited, 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 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.

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 of your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing benefit entitlements of the Shareholders;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser and/or the Company and/or 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, CLSA Limited, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CLSA Limited and/or the Registrar to discharge their obligations to the Transferors and/or regulators and other purpose to which the Transferors may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror and/or CLSA Limited 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, the Company, their respective subsidiaries and/or agent(s), such as financial advisers 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 CLSA Limited and/or the Company and/or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror, CLSA Limited, 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, CLSA Limited, 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, CLSA Limited, 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, CLSA Limited, the Company or the Registrar (as the case may be).

5. Retention of Personal Data

The Offeror, CLSA Limited, the Company and the Registrar will keep the personal data provided in this Form of Acceptance 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 Privacy Ordinance.

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要約人、中信里昂證券、本公司及過戶處就個人資料及該條例之政策及常規。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份接納要約，則閣下須提供所需之個人資料。若未能提供所需資料，可能會導致閣下之接納不予受理或遭延誤。這亦可能妨礙或延遲寄發閣下根據要約應得之代價。

2. 用途

閣下於本接納表格所提供之個人資料可以任何方式被使用、持有及／或保存，以作下列用途：

- 處理閣下之接納及核實是否遵守本接納表格及綜合文件所呈列之條款及申請程序而作出；
- 登記轉讓閣下名義之股份；
- 維持或更新相關股份持有人之登記冊；
- 進行或協助進行核對簽名，以及核對或交換任何其他資料；
- 確定股東的利益配額；
- 送遞要約人及／或其附屬公司或代理(例如其財務顧問及／或本公司過戶處)所發出之通訊；
- 編製統計資料及股東資料；
- 遵照法例、規則或規例(不論法定或非法定)之要求作出披露；
- 披露有關資料以便進行申索或獲得所有權；
- 與要約人、中信里昂證券、本公司或過戶處之業務有關之任何其他用途；及
- 與上述有關之任何其他附帶或相關用途及／或令要約人、中信里昂證券及／或過戶處得以履行彼等對轉讓人及／或監管機構之責任，以及轉讓人可能不時同意或獲知會之任何其他用途。

3. 轉交個人資料

本接納表格所載之個人資料將會保密，但要約人及／或中信里昂證券及／或本公司及／或過戶處可作出彼等認為必要之查詢以確定個人資料之準確性，以便資料可作任何上述用途，尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外)：

- 要約人、本公司、其各自附屬公司及／或代理(例如其財務顧問及過戶處)；
- 向要約人及／或中信里昂證券及／或本公司及／或過戶處提供與其業務運作有關之行政、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；
- 與閣下有業務往來或將有業務往來之任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商；及
- 要約人、中信里昂證券、本公司或過戶處在有關情況下認為必需或適當之任何其他人士或機構。

4. 查閱及更正個人資料

該條例賦予閣下權利確定要約人、中信里昂證券、本公司或過戶處是否持有閣下之個人資料，索取資料副本及更正任何不確資料。根據該條例，要約人、中信里昂證券、本公司及過戶處有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或查閱有關政策及常規及所持資料類別之要求，應向要約人、中信里昂證券、本公司或過戶處(視乎情況而定)提出。

5. 保留個人資料

要約人、中信里昂證券、公司及過戶處將按收集個人資料所需用途保留本接納表格所收集的個人資料。無需保留的個人資料將根據私隱條例銷毀或處理。

閣下簽署本接納表格即表示同意上述各項。