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香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本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, all words and expressions used in this Form of Acceptance shall bear the same meanings as defined in the composite document dated 5 October 2019 (the "Composite Document") jointly issued by Broadford Global Limited as the offeror and Dalian Port (PDA) Company Limited as the offeree company.

除文義另有所指外，本接納表格所用詞彙與布羅德福國際有限公司作為要約人與大連港股份有限公司作為受要約公司於二零一九年十月五日聯合刊發的綜合文件（「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 H SHARE OFFER.

閣下如欲接納H股要約，請使用本接納及過戶表格。



大連港股份

Dalian Port (PDA) Company Limited*

大連港股份有限公司

(a sino-foreign joint stock limited company incorporated in the People's Republic of China)

(於中華人民共和國註冊成立的外商投資股份有限公司)

(Stock Code: 2880)

(股票代碼:2880)

**FORM OF ACCEPTANCE AND TRANSFER OF H SHARE(S) OF
RMB1.00 EACH IN THE ISSUED SHARE CAPITAL OF
DALIAN PORT (PDA) COMPANY LIMITED**

大連港股份有限公司已發行股本中
每股面值1.00人民幣之H股之接納及過戶表格

All parts should be completed except the sections marked "Do not complete"
除註明「毋須填寫」的部份外，每項均須填寫

Hong Kong branch share registrar and transfer office: Computershare Hong Kong Investor Services Limited Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
香港股份登記及過戶分處：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1712-1716號舖

<p>You must insert the total number of H Share(s) for which the H Share Offer is accepted. 閣下必須填上接納H股要約之H股總數。</p>	<p>FOR THE CONSIDERATION stated below, the "Transferor(s)" named below does/do hereby accept the H Share Offer and transfer to the "Transferee" named below the H Share(s) of RMB1.00 each held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本接納表格及隨附的綜合文件載列的條款及條件，下述「轉讓人」謹此按下列代價，接納H股要約並向下述「承讓人」轉讓以下註明的轉讓人持有的每股面值1.00人民幣的H股。</p>		
	<p>Number of H Share(s) to be transferred (Note 1) 將予轉讓的H股數目</p>	<p>FIGURES 數目</p>	<p>WORDS 大寫</p>
	<p>H Share certificate number(s) H股股票編號</p>		
	<p>TRANSFER FROM TRANSFEROR(S) name(s) and address(es) in full 轉讓自轉讓人全名及詳細地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)</p>	<p>Surname(s) or company name(s): 姓氏或公司名稱： Registered address: 登記地址：</p>	<p>Forename(s): 名字： Telephone number: 電話號碼：</p>
	<p>CONSIDERATION (Note 2) 代價</p>	<p>HK\$1.0127 in cash for each H Share 每股H股現金1.0127港元</p>	
<p>TRANSFER TO TRANSFEEE 轉讓予承讓人</p>	<p>Company name 公司名稱： Correspondence address 通訊地址：</p>	<p>Broadford Global Limited 布羅德福國際有限公司 39th Floor, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong 香港干諾道中168-200號信德中心招商局大廈39樓 Corporation 法人團體</p>	
	<p>Occupation 職業：</p>		

Please **SIGN BELOW ONCE** in the capacity as the Transferor(s) to accept the H Share Offer. All joint registered holders must sign. Your signature(s) should be witnessed by a person aged 18 or above who is not another joint registered holder and who must also sign and print his/her name and address as indicated below. 倘閣下接納H股要約，請於下方簽署一次，以作為轉讓人接納H股要約。所有聯名登記持有人均須簽署。閣下應在另一名並非聯名登記持有人的18歲或以上人士的見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。

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)/Company chop, if applicable

轉讓人簽署/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

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 毋須填寫

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：

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 _____

For and on behalf of 代表

Broadford Global Limited 布羅德福國際有限公司

Authorised Signatory(ies)

授權人簽署

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理人簽署

SIGNED by the Transferee or its duly authorised agent(s) to this transfer, this _____ day of _____, 2019.

由是項轉讓的承讓人或其正式獲授權代表於二零一九年____月____日簽署。

Note 1: Insert the total number of H Shares for which the H Share Offer is accepted. If no number is inserted, your form will be incomplete and will not be accepted. If a number in excess of your registered holding of H Shares is inserted, you will have accepted the H Share Offer in respect of your entire registered holding of H Shares.

Note 2: The amount to be paid to any accepting Offer Shareholder shall be the consideration (less seller's ad valorem stamp duty payable by such accepting Offer Shareholder in connection with his/her/its acceptance of the H Share Offer).

備註1: 請填寫接納H股要約之H股總數。如無填寫數目，閣下的表格將屬不完整並將不獲接納。倘所填寫數目超過閣下所持有之H股登記持股票量，則閣下將被視為已就閣下登記持有之全部H股接納H股要約。

備註2: 應付予任何接納的要約股東的金額將為以上代價(扣除有關接納的要約股東就其接納H股要約應付的賣方從價印花稅)。

* For identification purposes only
* 僅供識別

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

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

If you have sold or otherwise transferred all your H Share(s), you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Broadford intends to make the H Share Offer available to all Offer Shareholders, including the Overseas Shareholders. However, the availability of the H Share Offer to any Overseas Shareholders may be affected by the applicable laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should inform yourself about and observe any applicable requirements in your jurisdiction. It is your responsibility if you wish to accept the H Share Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdiction in connection with the acceptance of the H Share Offer, including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by you in respect of such jurisdiction, and where necessary, consult your own professional advisers. Broadford, the Company, CICC or any of their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any other person involved in the H Share Offer shall be entitled to be fully indemnified and held harmless by you for any taxes and duties as you may be required to pay. Acceptance of the H Share Offer by you will constitute a warranty by you that you (i) are permitted under all applicable laws to receive and accept the H Share Offer, and any revision thereof, (ii) have observed all the applicable laws and regulations of your jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required, (iii) have complied with any other necessary formality and have paid any issue, transfer or other taxes due by you in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws, and (iv) have not taken or omitted to take any action which may result in Broadford, the Company, CICC or any of their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any other person involved in the H Share Offer acting in breach of the legal or regulatory requirements of any territory in connection with the H Share Offer or your acceptance. Overseas Shareholders are recommended to seek professional advice on whether to accept the H Share Offer. This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The H Share Offer is unconditional. Offer Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the H Share Offer made by CICC for and on behalf of Broadford, you should complete and sign this Form of Acceptance 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 satisfactory indemnity or indemnities and any other document(s) required by the Company in respect thereof), for the whole or in respect of part of your holding of H Share(s) or if applicable, for not less than the number of the H Shares in respect of which you intend to accept the H Share 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 "Dalian Port – H Share Offer" on the envelope, as soon as practicable after receipt of these documents and in any event, so as to reach the Registrar by no later than 4:00 p.m. on Monday, 28 October 2019 (Hong Kong time) or such later time(s) and/or date(s) as Broadford may determine and announce in accordance with the Takeovers Code. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

Warning: If you are holding the H Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "4. NOMINEE REGISTRATION" in Appendix I to the Composite Document in particular as to the matters which you should consider.

FORM OF ACCEPTANCE IN RESPECT OF THE H SHARE OFFER

To: **Broadford, CICC and the Registrar**

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the H Share Offer made by CICC for and on behalf of Broadford, 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 H Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to each of Broadford, CICC and/or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the H Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities and any other document(s) required by the Company 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 H Share Offer, as if it/they were delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to each of Broadford and/or CICC or 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 under the terms of the H Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the H Share 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 within seven Business Days of the receipt of all the relevant documents by the Registrar to render the acceptance under the H Share Offer complete and valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code;
(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 Broadford and/or CICC 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 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 H Shares to be sold by me/us under the H Share 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;
 - (e) my/our irrevocable instruction and authority to Broadford and/or 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 H Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in Broadford and/or such person or persons as it may direct my/our H Share(s) tendered for acceptance of the H Share Offer;
 - (f) my/our appointment of Broadford and/or CICC as my/our attorney in respect of all the H Share(s) to which this Form of Acceptance relates, such power of attorney to take effect from the date and time on which the H Share Offer is made and thereafter be irrevocable;
 - (g) 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 H Shares tendered for acceptance under the H Share Offer to Broadford or such person or persons as it may direct (a) free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and (b) together with all rights accruing or attaching thereto as at the date of the Joint Announcement, including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement; and
 - (h) my/our agreement to ratify each and every act or thing which may be done or effected by Broadford and/or CICC and/or the Company and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein.
2. I/We understand that acceptance of the H Share Offer by me/us will be deemed to constitute a warranty by me/us to Broadford, CICC and the Company that (i) the H Shares held by me/us to be acquired under the H Share Offer are sold (a) free from liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and (b) together with all rights accruing or attaching thereto as at the date of the Joint Announcement, including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement and (ii) I/we have not taken or omitted to take any action which will or may result in Broadford, the Company, CICC or any of their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any other person involved in the H Share Offer acting in breach of the legal or regulatory requirements of any territory in connection with the H Share Offer, and I am/we are permitted under all applicable laws and regulations to receive and accept the H Share Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
 3. In the event that my/our acceptance is not valid, or is treated as invalid in accordance with the terms of the H Share 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 satisfactory indemnity or indemnities and any other document(s) required by the Company 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(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: If you submit the transfer receipt(s) upon acceptance of the H Share Offer and in the meantime the relevant share certificate(s) is/are collected by any of Broadford or CICC or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities and any other document(s) required by the Company in respect thereof) for the whole/part of my/our holding of H Shares which are to be held by you on the terms and conditions of the H Share Offer. I/We understand that no acknowledgement of receipt of any 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 and any other document(s) required by the Company 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 Broadford, CICC and the Company that I am/we are the registered Offer Shareholder(s) of the number of H 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 H Shares to Broadford by way of acceptance of the H Share Offer.
 6. I/We warrant to Broadford, CICC and the Company that I/we am/are permitted under all applicable laws to receive and accept the H Share Offer and any revision thereof, have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required, have complied with any other necessary formality and have paid 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, and have not taken or omitted to take any action which will or may result in Broadford, the Company, CICC or any of their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any other person involved in the H Share Offer acting in breach of the legal or regulatory requirements of any territory in connection with the H Share Offer or my/our acceptance thereof.
 7. I/We warrant to Broadford, CICC 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 connection with my/our acceptance of the H Share Offer.
 8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable.
 9. I/We acknowledge that my/our H Shares sold to Broadford by way of acceptance of the H Share Offer will be registered under the name of Broadford or its nominee.

本接納表格乃重要文件，請閣下即時處理。

閣下如對H股要約的任何方面、本接納表格或將採取的行動有任何疑問，應諮詢閣下的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意見。

閣下如已將名下之H股全部售出或轉讓，應立即將本接納表格及隨附之綜合文件送交買主或承讓人或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

布羅德福擬向全體要約股東(包括境外股東)提呈H股要約。然而，向任何境外股東提呈H股要約或會受相關司法權區的適用法律影響。倘閣下為境外股東，閣下應自行了解並遵守本身所在司法權區的任何適用規定。如閣下擬接納H股要約，閣下有責任就接納H股要約完全遵守相關司法權區的法律法規，包括取得可能需要的任何政府或其他同意，或遵守其他必要手續，以及繳付閣下應繳的任何轉讓款項或相關司法權區的其他稅項，並且(如需要)自行諮詢專業顧問的意見。布羅德福、本公司、中金香港證券或彼等各自的任何最終實益擁有人、董事、主管人員、顧問、代理人或聯繫人或涉及H股要約的任何人士，均有權就閣下可能須繳付的任何稅項及徵費獲悉數彌償及毋須就此承擔任何責任。閣下對H股要約的接納將構成閣下保證，閣下(i)根據所有適用法律獲准接受及接納H股要約及其任何修訂，(ii)已遵守閣下所在相關司法權區就接納的所有適用法律法規，包括取得任何可能需要的政府或其他同意，(iii)已辦理任何其他必要手續及已支付相關司法權區內閣下應付的任何發行、轉讓或其他稅項，而有關接納根據所有適用法律應為有效及具約束力，及(iv)並無採取或遺漏採取可能會導致布羅德福、本公司、中金香港證券或彼等各自的任何最終實益擁有人、董事、高級人員、顧問、代理人或聯繫人或任何其他涉及H股要約的人士就H股要約或閣下的接納違反任何地區內的法律或監管規定之任何行動。務請境外股東就是否接納H股要約尋求專業意見。本接納表格應與隨附的綜合文件一併閱讀。

如何填寫本接納表格

H股要約為無條件。在填寫本接納表格前，務請要約股東閱覽綜合文件。為接納由中金香港證券代表布羅德福提出的H股要約，閣下應就閣下所持有的全部或部分H股或(如適用)不少於閣下擬接納H股要約的H股數目的H股，填寫及簽署本接納表格，並將本表格連同有關H股股票及/或過戶收據及/或任何其他所有權文件(及/或本公司就此所需的任何可信納的彌償保證及任何其他文件)，放入註明「大連港-H股要約」的信封，於接獲該等文件後盡快且無論如何不遲於二零一九年十月二十八日(星期一)下午四時正或布羅德福可能根據收購守則釐定及公佈的較後時間及/或日期，送交過戶登記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1712-1716號舖)。綜合文件附錄一的條文納入本接納表格內並組成本接納表格的一部分。

警告：如閣下以代名人或其他身份代表其他人士持有H股，閣下應就有關詳情(尤其有關閣下應考慮的事項)參閱綜合文件附錄一「4.代名人登記」一節。

有關H股要約的接納表格

致：布羅德福、中金香港證券及過戶登記處

1. 本人/吾等一經簽立本接納表格(不論表格是否已註明日期)，本人/吾等的承繼人及受讓人即受此約束，並構成：

- 本人/吾等不可撤回地就本接納表格上所列明的H股數目，按綜合文件及本接納表格所列明的對價及受其條款及條件所規限，接納綜合文件所載由中金香港證券為代表布羅德福作出之H股要約；
- 本人/吾等不可撤回地指示及授權布羅德福、中金香港證券及/或彼等各自的代理人，代表本人/吾等交付隨附經本人/吾等正式簽署的過戶收據及/或其他所有權文件(如有)(及/或本公司就此所需滿意的任何可信納的彌償保證及任何其他文件)，憑此向本公司或過戶登記處領取本人/吾等就H股應獲發的股票，並將該等股票送交過戶登記處，以及授權及指示過戶登記處按照H股要約的條款及條件持有該等股票，猶如該等股票乃連同本接納表格一併送交過戶登記處；
- 本人/吾等不可撤回地指示及授權布羅德福及/或中金香港證券或彼等各自的代理人，就本人/吾等根據H股要約的條款應得之現金對價(向上約整至最接近的仙位，並扣除本人/吾等就本人/吾等就接納H股要約應付的賣方從價印花稅)，以「不得轉讓-只准入抬頭人賬戶」方式向本人/吾等開出抬頭支票，於由過戶登記處接獲所有相關文件，致使H股要約接納屬完整及有效並符合收購守則規則30.2註釋1的規定日期後七個營業日內，按下欄所列地址以普通郵遞方式寄予以下人士，或倘並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，寄予本人或吾等當中所名列首位者(如屬聯名登記要約股東)，郵誤風險概由本人/吾等承擔；
(附註：倘收取支票的人士並非登記要約股東或名列首位的聯名登記要約股東，請填上該名人士的姓名及地址。)
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布羅德福及/或中金香港證券及/或過戶登記處及/或彼等任何一方可能就此指定的人士，代表本人/吾等製備及簽立香港法例第117章印花稅條例規定本人/吾等作為根據H股要約出售H股的賣方須製備及簽立的成交單據，並按照該條例的條文安排為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布羅德福及/或中金香港證券及/或彼等任何一方可能指定的人士，代表本人/吾等填妥、修改及簽立任何有關本人/吾等接納H股要約的文件，並作出任何其他可能屬必要或權宜的行動，以將本人/吾等交回以接納H股要約的H股轉歸布羅德福及/或其可能指定的人士所有；
- 本人/吾等委任布羅德福及/或中金香港證券為本接納表格所涉全部H股的受權人，有關授權由作出H股要約的日期及時間起生效，其後不可撤回；
- 本人/吾等承諾於可能屬必要或合宜時簽立其他文件及作出行動及事宜，以進一步確保本人/吾等根據H股要約呈交以示接納的H股轉讓予布羅德福或其可能指定的人士，而該等H股(a)不附帶一切留置權、抵押、選擇權、申索、股本權益、負面權益、第三方權利或任何形式的產權負擔及(b)連同於聯合公告日期的所有應計或附帶的權利，包括收取於聯合公告日期或之後所宣派、作出或派付的所有股息及其他分派(如有)的權利；及
- 本人/吾等同意追認布羅德福及/或中金香港證券及/或本公司及/或彼等各自的代理人或彼等任何一方可能指定的人士於行使本表格所載任何權利時可能作出或進行的各種行動或事宜。

2. 本人/吾等明白本人/吾等接納H股要約，將構成本人/吾等向布羅德福、中金香港證券及本公司聲明及保證，(i)本人/吾等所持將根據H股要約被收購的H股，於出售時(a)不附帶一切留置權、抵押、選擇權、申索、股本權益、負面權益、第三方權利或任何形式的產權負擔及(b)連同於聯合公告日期的所有應計或附帶的權利，包括收取於聯合公告日期或之後所宣派、作出或派付的所有股息及其他分派(如有)的權利；及(ii)本人/吾等並無採取或遺漏作出任何行動而將會或可能致使布羅德福、本公司、中金香港證券或彼等各自的任何最終實益擁有人、董事、高級人員、顧問、代理或聯繫人或H股要約所涉及的任何其他人士違反任何地區與H股要約有關的法律或監管規定，且本人/吾等根據所有適用法律及法規獲允許接受及接納H股要約及其任何修訂，而按照所有適用法律及法規，有關接納乃屬有效及具有約束力。

3. 倘本人/吾等的接納按照H股要約的條款屬無效或被當作無效，則上文第1段所載的所有指示、授權及承諾將告終止。在此情況下，本人/吾等授權並懇請閣下將本人/吾等的股票及/或過戶收據及/或任何其他所有權文件(及/或本公司就此所需滿意的任何可信納的彌償保證及任何其他文件)連同已正式註銷的本接納表格以普通郵遞方式一併寄予上文第1(c)段所列的人士及地址，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名列首位者(如為聯名登記要約股東)，郵誤風險概由本人/吾等承擔。

附註：倘閣下於接納H股要約時提交過戶收據，而布羅德福或中金香港證券或彼等各自的任何代理人在此期間代表閣下向本公司或過戶登記處領取有關股票，則發還予閣下者將為該(等)股票而非過戶收據。

- 本人/吾等附上本人/吾等所持全部/部分H股的相關股票及/或過戶收據及/或任何其他所有權文件(及/或本公司就此規定的任何可信納的彌償保證及任何其他文件)，將由閣下按H股要約的條款及條件持有。本人/吾等明白，送交的任何接納表格、股票及/或過戶收據及/或任何其他所有權文件(及/或本公司就此規定的任何令人信納的彌償保證及任何其他文件)概不獲發收訖通知。本人/吾等完全明白，所有文件將以普通郵遞方式發送，郵誤風險概由本人/吾等承擔。
- 本人/吾等向布羅德福、中金香港證券及本公司保證及聲明，本人/吾等為本接納表格所列H股數目的登記要約股東，而本人/吾等擁有十足權利、權力及授權，可透過接納H股要約向布羅德福出售及轉讓本人/吾等的H股之所有權及擁有權。
- 本人/吾等向布羅德福、中金香港證券及本公司保證，本人/吾等根據所有適用法律獲准接受及接納H股要約及其任何修訂；已遵守相關司法權區就有關接納的所有適用法律法規，包括取得任何可能需要的政府或其他同意；已辦理任何其他必要手續及已支付相關司法權區內股東應付的任何發行、轉讓或其他稅項，而有關接納根據所有適用法律應為有效及具約束力；及並無採取或遺漏採取可能會導致布羅德福、本公司、中金香港證券或彼等各自的任何最終實益擁有人、董事、高級人員、顧問、代理人或聯繫人或任何其他涉及H股要約的人士就H股要約或本人/吾等的有關接納而違反任何地區的法律或監管規定之任何行動。
- 本人/吾等向布羅德福、中金香港證券及本公司保證，本人/吾等將完全負責就本人/吾等接納H股要約支付由本人/吾等應付的任何轉讓稅或其他稅項及徵費。
- 本人/吾等知悉，除綜合文件及本接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回。
- 本人/吾等知悉，本人/吾等透過接納H股要約出售予布羅德福的H股將以布羅德福或其代名人的名義登記。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of Broadford, CICC, the Company and the Registrar 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 H Share Offer for your H 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 H Share Offer. It is important that you should inform Broadford and/or CICC and/or the Company 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 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 transfer of the H Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the H Share Offer;
- distributing communications from Broadford, and/or its holding companies or subsidiaries and/or CICC and/or the Company or their respective agents, officers, advisers and the Registrar;
- compiling statistical code information and Shareholders 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 Broadford, CICC, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable Broadford and/or CICC and/or the Company to discharge their obligations to the Shareholders and/or regulators and any other purposes 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 Broadford and/or CICC 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:

- Broadford, CICC, the Company and/or their 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 Broadford and/or CICC and/or the Company and/or the Registrar, in connection with the operation of their 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 or registered institutions in securities; and
- any other persons or institutions whom Broadford and/or CICC and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

Broadford, CICC, the Company and the Registrar will keep the personal data provided in this form 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 to and correction of personal data

The Ordinance provides you with rights to ascertain whether Broadford and/or CICC and/or the Company and/or the Registrar hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, Broadford and/or CICC and/or the Company and/or 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 Broadford and/or CICC and/or the Company and/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

本收集個人資料聲明旨在知會閣下有關於布羅德福、中金香港證券、本公司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(「條例」)的政策及慣例。

1. 收集閣下個人資料的原因

為就閣下的H股接納H股要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納申請被拒或受到延誤。這亦可能妨礙或延遲閣下寄發根據H股要約應得的代價。倘閣下提供的資料有任何不準確之處，閣下應立刻通知布羅德福及/或中金香港證券及/或本公司及/或過戶登記處。

2. 用途

閣下於本接納表格提供的個人資料可能會就下列用途加以運用、持有及/或保存(以任何方式)：

- 處理閣下的接納，並核實遵循本接納表格及綜合文件載列的條款及申請手續；
- 登記閣下名義下的H股轉讓；
- 保存或更新有關股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 確立閣下在H股要約下的獲益權利；
- 由布羅德福及/或其控股公司或附屬公司及/或中金香港證券及/或本公司或彼等各自的代理人、高級職員、顧問及過戶登記處發佈通訊；
- 編製統計資料及股東資料；
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露；
- 披露有關資料以方便進行權利申索；
- 有關布羅德福、中金香港證券、本公司及/或過戶登記處業務的任何其他用途；及
- 有關上文任何其他附帶或關連用途及/或令布羅德福及/或中金香港證券及/或本公司得以履行彼等對股東及/或監管機構的責任及股東可能不時同意或獲悉的其他用途。

3. 轉交個人資料

於本接納表格提供的個人資料將會保密，惟布羅德福及/或中金香港證券及/或本公司及/或過戶登記處為達致上述或有關任何上述用途，可能作出彼等認為必須的查詢，以確認個人資料的準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 布羅德福、中金香港證券、本公司及/或彼等的代理人、高級職員及顧問及過戶登記處以及海外主要登記處(如有)；
- 為布羅德福及/或中金香港證券及/或本公司及/或過戶登記處的業務經營而向彼等提供行政、電訊、電腦、付款或其他服務的任何代理人、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人士或機構，例如銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 布羅德福及/或中金香港證券及/或本公司及/或過戶登記處於有關情況下認為必須或適當的任何其他人士或機構。

4. 保留個人資料

布羅德福、中金香港證券、本公司及過戶登記處將按收集個人資料所需用途保留本表格所收集的個人資料。毋須保留的個人資料將會根據條例銷毀或處理。

5. 存取及更正個人資料

條例規定，閣下有權確認布羅德福及/或中金香港證券及/或本公司及/或過戶登記處是否持有閣下的個人資料，獲取該資料副本，以及更正任何錯誤資料。依據條例，布羅德福及/或中金香港證券及/或本公司及/或過戶登記處有權就處理任何資料要求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例以及所持資料類別的資料的所有請求，須提交予布羅德福及/或中金香港證券及/或本公司及/或過戶登記處(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。