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香港交易及結算所有限公司及香港聯合交易所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，並明確表示概不就因本接納表格全部或任何部分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。

Unless the context otherwise requires, all terms used in this Form of Acceptance shall bear the same meanings as defined in the accompanying composite offer and response document dated 26 August 2020 (the "Composite Document") jointly issued by Zhuhai Port (Hong Kong) Co., Limited (the "Offeror") and Xinghua Port Holdings Ltd. (the "Company"). 除文義另有所指外，本接納表格所用所有詞彙與隨附珠海海港香港有限公司(「要約人」)及興華港口控股有限公司(「本公司」)所聯合刊發日期為二零二零年八月二十六日之綜合要約及回覆文件(「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 OFFER.

閣下如欲接納要約，請使用本接納及過戶表格。

**兴华港口**  
**XINGHUA PORT**  
**XINGHUA PORT HOLDINGS LTD.**  
**興華港口控股有限公司\***  
(Incorporated in the Republic of Singapore with limited liability)  
(於新加坡共和國註冊成立之有限公司)  
(Stock Code: 01990)  
(股份代號: 01990)

**FORM OF ACCEPTANCE AND TRANSFER**  
**OF ORDINARY SHARE(S) IN THE ISSUED SHARE CAPITAL OF**  
**XINGHUA PORT HOLDINGS LTD.**  
**興華港口控股有限公司\***  
**已發行股本中普通股之接納及過戶表格**

All parts should be completed in full except the section marked as "Do not complete"  
除註有「請勿填寫本欄」部分外，每項均須填妥

Hong Kong branch share registrar and transfer office: Boardroom Share Registrars (HK) Limited  
Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong/ 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623  
香港股份過戶登記分處: 寶德隆證券登記有限公司  
香港北角電氣道148號21樓2103B室/ 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623

|  |  |   |                          |
|--|--|---|--------------------------|
| <b>You must insert the total number of Share(s) for which the Offer is accepted.</b><br>閣下必須填上接納要約之股份總數。 | <b>FOR THE CONSIDERATION</b> stated below the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.<br>下述「轉讓人」謹此按下列代價，根據本接納表格及綜合文件載列之條款及條件，接納要約並向下述「承讓人」轉讓以下註明轉讓人所持有之股份。 |   |                          |
|  | Number of Share(s) to be transferred (Note)<br>將予轉讓股份數目(附註)  | FIGURES<br>數目   | WORDS<br>大寫              |
|  | Share certificate number(s)<br>股票編號  |   |                          |
|  | TRANSFEROR(S)<br>name(s) and address in full<br>轉讓人全名及詳細地址<br>(EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS)<br>(請用打字機或正楷填寫)  | Surname(s) or company name(s)<br>姓氏或公司名稱  | Forename(s)<br>名字        |
|  |  | Registered address<br>登記地址  | Telephone number<br>電話號碼 |
|  | CONSIDERATION<br>代價  | HK\$2,597, less the Dividend Adjustment (if any) in cash for each Share<br>每股股份現金2,597港元減股息調整(如有) |                          |
| TRANSFEEE<br>承讓人   | Name:<br>名稱: Zhuhai Port (Hong Kong) Co., Limited<br>珠海港香港有限公司<br>Registered Address:<br>登記地址: 12/F., San Toi Building, 137-139, Connaught Road Central, Hong Kong<br>香港干諾道中137-139號三台大廈12字樓全層<br>Occupation:<br>職業: Corporation<br>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

**ALL JOINT REGISTERED HOLDERS OF THE SHARES MUST SIGN HERE**  
所有股份聯名登記持有人均須於本欄簽署

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\*\*簽署/公司印章(如適用)

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

**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 of transfer 轉讓日期

For and on behalf of  
代表

**Zhuhai Port (Hong Kong) Co., Limited**  
珠海港香港有限公司

Signature of the Transferee or its duly authorised agent(s)  
承讓人或其正式授權代理簽署

Note: Insert the total number of Shares for which the Offer is accepted. If no number of Shares is specified in this Form of Acceptance or the number of Shares specified by you in this Form of Acceptance is greater than the number of Shares registered in the name of you as holder or the number of Shares represented by the relevant share certificate(s) and/or transfer receipt(s) and/or other documents(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof) that are forwarded by you to the Registrar at either of its addresses in Hong Kong or Singapore, this Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be re-submitted and received by the Registrar at either of its address in Hong Kong or Singapore on or before the latest time for acceptance of the Offer in order for it to be counted towards fulfilling the acceptance Condition.

附註: 請填上接納要約之股份總數。倘本接納表格並無列明股份數目或閣下於本接納表格列明之股份數目大於以閣下作為持有者之名義登記之股份數目或閣下向登記處之香港或新加坡的地址遞交之有關股票及/或過戶收據及/或其他所有權文件(及/或任何就此令人信納之彌償保證)所代表之股份數目，則本接納表格將退回予閣下，以供更正及重新遞交。任何經更正之接納表格必須於接納要約之最後時間或之前再行提交並送達登記處之香港或新加坡的地址，方會獲接納作符合接納條件。

\* For identification purpose only  
僅供識別

\*\* Upon signing of this Form of Acceptance, I/we confirm I/we have read and understood the terms and conditions contained and appended in this Form of Acceptance and in the Composite Document. I/we confirm that I/we would be obliged to comply with the terms and conditions herein.

\*\* 一經簽署本接納表格，即表示本人/吾等已細閱並了解本接納表格及綜合文件所載及所附之條款及條件，且將有義務遵守本文件所載之條款及條件。

**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 or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your 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 or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Essence International Securities is making the Offer for and on behalf of the Offeror. The making of the Offer to the Offer Shareholders with a registered addresses in jurisdictions outside Hong Kong may be prohibited or affected by the laws and regulations of the relevant jurisdictions. If you are an Overseas Shareholder, you should inform yourself about and observe any applicable legal and regulatory requirements. If you wish to accept the Offer, it is your sole responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of any government, exchange control or other consents which may be required or the compliance with other necessary formalities and regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes or other required payments due in respect of such jurisdiction. The Offeror, parties acting in concert with it, Essence Corporate Finance, Essence International Securities, the Registrar, and their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will constitute a representation and warranty by you to the Offeror and Essence International Securities that you have observed and are permitted under all applicable laws and regulations to receive and accept the Offer (and any revision thereof), and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

The Offer is conditional. Offer Shareholders are advised to read the Composite Document and when necessary, seek the professional advice before completing this Form of Acceptance. To accept the Offer made by Essence International Securities for and on behalf of the Offeror to acquire your Share(s) at a cash price of HK\$2.597 per Share less the Dividend Adjustment (if any), you should complete and sign this Form of Acceptance overleaf and forward this entire 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 required in respect thereof) for the number of the Shares in respect of which you intend to accept the Offer, by post or by hand, marked "Xinghua Port Holdings Ltd. — Offer" to the Registrar, Boardroom Share Registrars (HK) Limited, at either of the following addresses:

- Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong; or
- 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

no later than 4:00 p.m. on Wednesday, 16 September 2020 or such later time(s) and/or date(s) as the Offeror may determine and announce with the consent of Executive and in accordance with the Takeovers Code. You are encouraged to send the required documents to the Registrar's address in Hong Kong, unless you are located in Singapore. The provisions of Appendix 1 to the Composite Document are incorporated into and form part of this Form of Acceptance which you should consider.

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

**To: The Offeror and Essence International Securities**

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 Offer made by Essence International Securities for and 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 of Acceptance;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Essence International Securities or any of their respective agent(s) to collect from the Company or the Registrar at its Hong Kong address 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 at its Hong Kong address and to authorise and instruct the Registrar to hold such share certificate(s) and subject to the terms and conditions of the Offer, as if it was/they were delivered to the Registrar at its Hong Kong address together with this Form of Acceptance;
  - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Essence International 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 Offer (less seller's ad valorem stamp duty payable by me/us 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 as soon as possible but in any event within seven (7) Business Days following the date of (i) which the duly completed and signed Form of Acceptance and the relevant documents of title in respect of such acceptances are received by the Offeror or its agent acting on behalf of it to render such acceptance under the Offer complete and valid, (ii) the Offer has become or is declared unconditional in all respects, 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) \_\_\_\_\_

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Essence International Securities 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 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 in accordance with the provisions of that Ordinance;
- (e) my/our irrevocable instruction and authority to the Offeror and/or Essence International Securities and/or such person or persons as any of them may direct to complete, amend 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 and/or such person or persons as it may direct the Shares, in respect of which such persons has/have accepted the Offer;
- (f) my/our appointment of the Offeror and/or Essence International Securities as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the 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 Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from all liens, charges, encumbrances, rights of pre-emption and any third party rights and interests of any nature and together with all rights becoming attached thereto after the Closing Date, including but not limited to all rights to any dividend, distributions and/or return of capital (as the case may be) declared, made or paid after the Closing Date; and
- (h) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Essence International Securities and/or any of their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.

2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror and Essence International Securities that (i) the Shares held by me/us to be acquired under the Offer are sold fully paid and free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights becoming attached thereto after the Closing Date, including but not limited to all rights to any dividends, distributions and/or return of capital (as the case may be) declared, made or paid after the Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror and Essence International Securities, or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, and I am/we are permitted under all applicable laws and regulations to receive and accept the Offer, and 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 Share(s) 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 Share(s) to the Offeror absolutely by way of acceptance of the Offer under the name of the Offeror or its nominee.

4. 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 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 Essence International Securities or any of their respective agent(s) from the Company or the Registrar at its Hong Kong address on your behalf upon your acceptance of the Offer, you will be returned such share certificate(s) in lieu of the transfer receipt(s).*

5. I/We warrant and represent to the Offeror and Essence International Securities 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, and any revision thereof, 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 and represent to the Offeror and Essence International Securities that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.

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 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 and Essence International Securities (so as to bind my/our successors and assignee) that in respect of the Shares which are 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:

- (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 the Registrar at Room 2103B, 21/F. 148 Electric Road, North Point, 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; 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 and this Form of Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

本接納表格乃重要文件，閣下須即時處理。

閣下如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。

閣下如已出售或轉讓名下全部股份，應立即將本接納表格連同隨附之綜合文件送交買主或承讓人，或經手出售或轉讓之銀行、持牌證券交易商或註冊證券機構或其他代理，以便轉交買主或承讓人。

安信國際證券現代表要約人提出要約。向登記地址位於香港境外司法權區之要約股東提出要約可能受有關司法權區之法律及法規限制或影響。倘閣下為海外股東，閣下應自行了解及遵守任何適用法律及監管規定。閣下如欲接納要約，須全權負責就此自行全面遵守有關司法權區之法律及法規，包括取得任何可能規定之政府、外匯管制或其他同意，或遵守其他必要手續及監管或法律規定。閣下亦須就支付任何轉讓費或其他稅項或其他就有關司法權區須支付之款項負全責。要約人，其一致行動人士，安信融資、安信國際證券、登記處及彼等各自之最終實益擁有人、董事、高級職員、顧問、代理或聯繫人或其他人參與要約之人士均有權獲。閣下悉數彌償閣下可能須支付之任何稅項及毋須就有關稅項承擔任何責任。閣下接納要約，即構成閣下向要約人及安信國際證券聲明及保證。閣下已遵守所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納要約及其任何修訂，及閣下已依循一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他同意，並已支付閣下於相關地區接納而應付之所有發行、轉讓或其他稅項或其他所需付款，而有關接納將根據一切適用法律及法規屬有效及具約束力。本接納表格應與隨附之綜合文件一併閱讀。

#### 本接納表格之填寫方法

要約屬有條件。要約股東於填寫本接納表格前，務請先閱讀綜合文件，如有需要，請尋求專業意見。為接納安信國際證券代表要約人按每股股份2.597港元現金價格減股息調整(如有)收購閣下之股份所提出之要約，閣下應填妥及簽署本接納表格背頁，並將整份表格，連同閣下有意接納要約之股份數目之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人信納之彌償保證)，一併以郵寄或專人送交方式(註明「**興華港口控股有限公司**—要約」)，送達登記處實德隆證券登記有限公司，地址為：

- 香港北角電氣道148號21樓2103B室；或
- 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623；

惟不得遲於二零二零年九月十六日(星期三)下午四時正，或要約人可能取得行政人員同意及根據收購守則釐定及公佈之較後時間及/或日期。除非閣下位於新加坡，否則建議閣下將所需文件送交登記處的香港地址。綜合文件附錄一之條文已載入並構成本接納表格之一部分，閣下應加以考慮。

#### 要約之接納表格

##### 致：要約人及安信國際證券

- 本人/吾等一經簽立本接納表格(不論該表格有否註明日期)，本人/吾等之承繼人及受讓人將受此約束，並構成：
  - 本人/吾等不可撤回地就本接納表格上所註明之股份數目，按照綜合文件及本表格所述之代價及受其中條款及條件所規限，接納綜合文件所載由安信國際證券代表要約人提出之要約；
  - 本人/吾等不可撤回地指示及授權要約人及/或安信國際證券或任何彼等各自之代理，各自代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(如有)(及/或就此所需任何令人信納之彌償保證)，憑此向本公司或登記處的香港地址領取本人/吾等就股份應獲發之股票，並將有關股票送交登記處的香港地址；且授權及指示登記處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登記處的香港地址；
  - 本人/吾等不可撤回地指示及授權要約人及/或安信國際證券或任何彼等各自之代理，各自就本人/吾等根據要約之條款應得之現金代價(扣除本人/吾等就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」方式向本人/吾等開出劃線支票，盡快但無論如何於以下日期中的較後者：(i)要約人或代其行事之代理收訖填妥及簽署之接納表格以及有關接納事項之相關所有權文件以使要約項下有關接納完備及有效之日；(ii)要約於所有方面成為或宣稱為無條件之日起計七(7)個營業日內，以普通郵遞方式按以下地址寄予以下人士，或如無填上姓名及地址，則按本公司股東名冊所登記地址寄予本人或吾等當中名列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等自行承擔；

(附註：如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及/或安信國際證券及/或彼等任何一方就此可能指定之人士，各自代表本人/吾等以將由本人/吾等根據要約出售之股份之賣方身份，訂立、簽立及交付香港法例第117章印花稅條例第19(1)條所規定本人/吾等須訂立及簽立之成交單據，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；
  - 本人/吾等不可撤回地指示及授權要約人及/或安信國際證券及/或彼等任何一方可能指定之人士，代表接納要約之人士填妥、修改及簽立任何文件並採取任何其他可能屬必要或權宜之行動，使已接納要約人士之股份轉歸要約人及/或其可能指定之人士所有；
  - 本人/吾等委任要約人及/或安信國際證券作為本人/吾等就本表格相關之一切股份之受委代表，有關委託授權書自作出要約當日當時起生效，其後不得撤銷；
  - 本人/吾等承諾於必需或適當時簽立有關其他文件並採取有關行動及事宜，以進一步確保本人/吾等根據要約之接納轉讓予要約人或其可能指定之人士之股份，乃已繳足股款及不附帶任何留置權、押記、產權負擔、優先購買權及任何性質之第三方權利及權益，並連同交割日期後將附帶之一切權利，包括一切但不限於收取交割日期後所宣派、作出或派付之任何股息、分派及/或資本回報(視情況而定)之權利；及
  - 本人/吾等同意追認要約人及/或安信國際證券及/或彼等各自之任何代理或彼等任何一方可能指定之人士，行使本接納表格所載任何權利時所作出或進行之任何行動或事宜。
- 本人/吾等明白本人/吾等接納要約，將被視為表示本人/吾等向要約人及安信國際證券聲明及保證，(i)本人/吾等所持將根據要約被收購之股份，於出售時乃已繳足股款及不附帶任何留置權、押記、產權負擔、優先購買權及其他任何性質之第三方權利，並連同交割日期後將附帶之一切權利，包括一切但不限於收取交割日期後所宣派、作出或派付之任何股息、分派及/或資本回報(視情況而定)之權利；及(ii)本人/吾等並無採取或不採取任何行動而將引致或可能引致要約人及安信國際證券或任何其他人士違反任何司法權區與要約或本人/吾等就要約之接納有關之法律或監管規定，且本人/吾等根據所有適用法例及法規獲准收取及接納要約及其任何修訂，而根據所有適用法例及法規，該接納為有效及具有約束力。
  - 本人/吾等謹此向閣下保證及聲明，本人/吾等為本接納表格所列明股份之登記持有人，而本人/吾等絕對擁有全部權利、權力及權限，藉接納要約之方式向要約人出售及轉讓本人/吾等所持股份之所有權及擁有權，以要約人或其代名人之名義登記。
  - 倘根據要約之條款，本人/吾等之接納無效，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/或就此所需任何令人信納之彌償保證)，連同已正式註銷之本接納表格一併退回本人/吾等並以普通郵遞方式寄回上文1(c)段所述人士，或如無填上姓名及地址，則按本公司股東名冊所登記地址寄予本人或吾等當中名列首位者(如屬聯名登記股東)，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同時於閣下接納要約後，要約人及/或安信國際證券或彼等各自之任何代理代表閣下向本公司或登記處的香港地址領取相關股票，閣下將獲發還有關股票，而並非過戶收據。

- 本人/吾等向要約人及安信國際證券保證及聲明，本人/吾等符合本人/吾等於本公司股東名冊所示地址所處司法權區內有關本人/吾等接納要約及其任何修訂之法律規定，包括取得遵照所有必要手續、法律及/或監管規定可能規定之任何政府、外匯管制或其他同意及任何登記或存檔。
- 本人/吾等向要約人及安信國際證券保證及聲明，本人/吾等將全面負責就本人/吾等接納要約支付任何轉讓費或本人/吾等於本公司股東名冊所示地址所處司法權區之其他應付稅項及徵費。
- 本人/吾等附上本人/吾等所持全部/部分股份之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人信納之彌償保證)，由閣下根據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普通郵遞方式寄發，郵誤風險概由本人/吾等自行承擔。
- 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，將以要約人或其代名人之名義登記。
- 本人/吾等就根據要約(其接納並未被有效撤回)接納之股份(並無以要約人之名義或按其指示登記)，向要約人及安信國際證券不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之承繼人及受讓人)作出：
  - 本人/吾等授權本公司及/或其代理，將任何可能須向本人/吾等(作為本公司股東)寄發之通告、函函、保證書或其他文件或通訊(包括任何股票及/或因將該等股份轉為證書形式而發出之其他所有權文件)，送交登記處(地址為香港北角電氣道148號21樓2103B室)，予要約人；
  - 不可撤回地授權要約人或其代理代表本人/吾等簽署任何同意書，同意縮短任何本公司股東大會通知期及/或出席及/或簽立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有關股東大會(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全權酌情釐定之方式作出投票；及
  - 本人/吾等協定，在未得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表，或委任代表出席股東大會，及在上文所述規限下，如本人/吾等以往已就本公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)或委任彼等出席有關大會或於會上投票，則本人/吾等謹此撤回該委任。
- 本人/吾等確認，除綜合文件及本接納表格明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回及屬無條件。

## 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, Essence International Securities 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 is important that you inform the Offeror, Essence International Securities and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide in this Form of Acceptance 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 of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the 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 or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Essence International Securities and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders 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 Essence International Securities 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, Essence International Securities, any of their agent(s), 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 and/or Essence International Securities 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 and/or Essence International Securities and/or the Registrar considers to be necessary or desirable in the circumstances.

#### 4. Retention of personal data

The Offeror, Essence International Securities 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 and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Essence International Securities and/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 and/or Essence International Securities 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 the Offeror, Essence International Securities 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要約人、安信國際證券及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、安信國際證券及／或登記處。

#### 2. 用途

閣下於本接納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：

- 處理閣下之接納或核實或遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據要約有權取得之配額；
- 發佈要約人及／或其附屬公司或代理(例如其財務顧問及登記處)所發出之通訊；
- 編製統計資料及股東資料；
- 按法例、規則或規例(無論法定或其他)之規定作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人或登記處業務之任何其他用途；及
- 有關上文所述及／或以便要約人及／或安信國際證券及／或登記處履行彼等對股東及／或監管機構之責任之任何其他附帶或關連用途以及股東可能不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本接納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／或安信國際證券及／或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(無論在香港境內或境外)該等個人資料：

- 要約人、安信國際證券、其任何代理、登記處及海外股份過戶登記總處(如有)；
- 向要約人及／或安信國際證券及／或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
- 要約人及／或安信國際證券及／或登記處於有關情況下認為必需或適當之任何其他人士或機構。

#### 4. 保留個人資料

要約人、安信國際證券及登記處將按收集個人資料所需用途保留本表格所收集之個人資料。不再需要保留之個人資料將會根據該條例銷毀或處理。

#### 5. 存取及更正個人資料

根據該條例之規定，閣下有權確認要約人、安信國際證券及／或登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據該條例之規定，要約人及／或安信國際證券及／或登記處有權就處理任何存取資料之請求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例之資料以及所持資料類別之所有請求，須提交要約人、安信國際證券或登記處(視情況而定)。

閣下一經簽署本接納表格，即表示同意上述所有條款。