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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，並明確表示概不會就因本接納表格之全部或任何部分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, terms used in this Form of Acceptance bear the same meanings as defined in the composite offer and response document dated 12 April 2023 (the "Composite Document") jointly issued by China Tonghai International Financial Limited and Quam Tonghai Holdings Limited.

除文義另有所指外，本接納表格所用詞彙與由中國通海國際金融有限公司及華新通有限公司於二零二三年四月十二日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定者具相同涵義。

FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.

閣下如欲接納要約，請使用接納表格。



中國通海國際金融有限公司 CHINA TONGHAI INTERNATIONAL FINANCIAL LIMITED

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 952)

(股份代號：952)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HONG KONG ONE THIRD OF ONE CENT EACH (THE "SHARE(S)") IN THE ISSUED SHARE CAPITAL OF CHINA TONGHAI INTERNATIONAL FINANCIAL LIMITED 中國通海國際金融有限公司已發行股本中每股面值三分之一港仙普通股（「股份」）之接納及過戶表格

To be completed in full (except the section marked "Do not complete") 每項均須填寫（除註明「請勿填寫本欄」一節外）

Hong Kong branch share registrar and transfer office: Tricor Tengis Limited (the "Registrar")
香港股份過戶登記分處：卓佳登捷時有限公司（「股份過戶登記處」）

17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong
香港夏慤道16號遠東金融中心17樓

You must insert the total number of Share(s) for which the Offer is accepted. (note) 閣下必須填上接納要約之股份總數。（附註）	FOR THE CONSIDERATION stated below the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of Hong Kong one third of one cent 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，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三分之一港仙之股份。		
	Number of Share(s) to be transferred 將予轉讓之股份數目	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票號碼		
	TRANSFEROR(S) name(s) and address in full 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)	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\$0.2 in cash for each Share 就每股股份而言，為現金0.2港元		
TRANSFEEE 承讓人	Name 名稱： Registered Address 登記地址： Occupation 職業：	Quam Tonghai Holdings Limited 華新通有限公司 Office 1601, 16/F, LHT Tower, 31 Queen's Road Central, Hong Kong 香港皇后大道中31號陸海通大廈16樓1601室 Corporation 法人團體	

Signed by or on behalf of the Transferor(s) in the presence of:

由轉讓人或其代表在下列人士見證下簽署：

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 the Transferor(s)/Company chop (if applicable)
轉讓人簽署/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



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

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

Quam Tonghai Holdings Limited
華新通有限公司

Authorised Signatory(ies) 授權簽署人

Signature of 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 is inserted or a number inserted is greater than your registered holding of Share(s), or is greater or smaller than that represented by the certificates for Share(s) tendered for acceptance of the Offer and you have signed this Form of Acceptance, this 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：請填上接納要約所涉及之股份總數。倘並無填寫數目或倘所填寫之數目大於閣下登記持有之股份或大於或少於閣下就接納要約所交回之股票內所示之股份數目，而閣下已簽署本接納表格，則本接納表格將退回，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要約之最後時間及日期或之前再行提交並送交股份過戶登記處。

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, 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 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 (as the case may be) may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Shareholders (as the case may be) should obtain appropriate legal advice or, acquaint themselves about and observe any applicable legal or regulatory requirements in their own jurisdictions. It is the responsibility of each Overseas Shareholder (as the case may be) who wishes to accept the Offer to satisfy himself/herself/itself 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 and any registration or filing which may be required in compliance with all necessary formalities, regulatory and/or legal requirements. Overseas Shareholders (as the case may be) will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in connection with such acceptances in respect of all relevant jurisdictions. The Offeror and the parties acting in concert with it, Haitong International Securities, Haitong International Capital, Red Sun, Quam Capital, Emperor Corporate Finance, the Company, the Registrar and all persons involved in the Offer shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders (as the case may be) for any such taxes as they may be required to pay. Acceptance of the Offer by you will be deemed to constitute a 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 to accept the Offer.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Independent 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 Haitong International Securities and Red Sun for and on behalf of the Offeror to acquire your Shares at a price of HK\$0.2 per Share in cash, you should complete and sign this Form of Acceptance overleaf 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), for such number of Shares in respect of which you wish to accept the Offer, by post or by hand, in an envelope marked "China Tonghai International Financial Limited — Offer" to the Registrar, Tricor Tengis Limited, 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible, and in any event no later than 4:00 p.m. on Wednesday, 3 May 2023 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.

FORM OF ACCEPTANCE

To: The Offeror, Haitong International Securities and Red Sun

1. My/Our execution of this Form of Acceptance overleaf shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Offer made by Haitong International Securities and Red Sun for and 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;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Haitong International Securities and/or Red Sun 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 completed and 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;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Haitong International Securities and/or Red Sun and/or any of their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" or banker's cashier order 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 within seven (7) business days (as defined under the Takeovers Code) following the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;
(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 Haitong International Securities and/or Red Sun 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 bye-laws of the Company and to make endorsement on it under that ordinance;
 - (e) my/our irrevocable instruction and authority to any director of the Offeror, Haitong International Securities and Red Sun 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;
 - (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 or encumbrances whatsoever 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 on which the Offer is made, being the date of despatch of the Composite Document, in respect of the Shares tendered pursuant to the Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Haitong International Securities and/or Red Sun 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, Haitong International Securities, Red Sun and the Company that the Shares held by me/us to be sold under the Offer are sold (a) fully paid; (b) free from all third party rights, liens, charges, equities, mortgages, rights of pre-emption, options, claims, adverse interests and encumbrances 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 on which the Offer is made, being the date of despatch of the Composite Document.
 3. I/We hereby warrant and represent to the Offeror, Haitong International Securities, Red Sun 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 of members of the Company.
Note: When I/we 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 Haitong International Securities and/or Red Sun 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 shall be returned such Share Certificate(s) in lieu of the transfer receipt(s).
 5. I/We warrant to the Offeror, Haitong International Securities, Red Sun 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, Haitong International Securities, Red Sun and the Company 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.
 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, Haitong International Securities, Red Sun 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:
 - (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 17/F, Far East Finance Centre, 16 Harcourt Road, 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.

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, Haitong International Securities, Red Sun, 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 agents such as its financial advisers 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, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Haitong International Securities, Haitong International Capital, Red Sun, Quam Capital, Emperor Corporate Finance, the Company 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 Haitong International Securities and/or Red Sun 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, its subsidiaries and/or their respective agent(s), such as financial advisers, 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 Haitong International Securities and/or Red Sun 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, Haitong International Securities, Red Sun, the Company or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, Haitong International Securities, Red Sun 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 Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Haitong International Securities, Red Sun, 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, Haitong International Securities, Red Sun, 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, Haitong International Securities, Red Sun, 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、海通國際證券、紅日、公司及股份過戶登記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，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能會用作、持有及/或保存(以任何方式)，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載條款及申請程序；
- 登記轉讓閣下名義之股份；
- 保存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；
- 確立股東之獲益權利；
- 送遞要約人及/或其代理(例如其財務顧問及/或公司及/或股份過戶登記處)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(不論法定或其他規定)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、公司或股份過戶登記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、海通國際證券、海通國際資本、紅日、華富建業企業融資、英皇企業融資、公司及/或股份過戶登記處得以履行彼等對股東及/或監管人之責任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會保密，惟要約人及/或海通國際證券及/或紅日及/或公司及/或股份過戶登記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、公司、其附屬公司及/或其各自之代理(例如財務顧問、股份過戶登記處及海外過戶登記總處(如有))；
- 為要約人及/或海通國際證券及/或紅日及/或公司及/或股份過戶登記處之業務運作提供有關之行政、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、海通國際證券、紅日、公司或股份過戶登記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. 保留個人資料

要約人、海通國際證券、紅日及股份過戶登記處將按收集個人資料所需用途保留本接納表格所收集之個人資料。毋需保留之個人資料將會根據該條例銷毀或處理。

5. 查閱及更正個人資料

該條例賦予閣下權利確定要約人、海通國際證券、紅日、公司或股份過戶登記處是否持有閣下之個人資料，索取資料副本及更正任何不正確資料。根據該條例，要約人、海通國際證券、紅日、公司及股份過戶登記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、海通國際證券、紅日、公司或股份過戶登記處(視乎情況而定)提出。

閣下簽署本接納表格即表示同意上述各項。