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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黃色期權要約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，概不對因本黃色期權要約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, terms used herein shall bear the same meanings as those defined in the offer document dated 24 November 2023 (the "**Offer Document**") issued by Mr. Sze Ching Lau (the "**Offeror**").

除文義另有所指外，本表格使用之詞彙具有施清流先生（「要約人」）所刊發日期為二零二三年十一月二十四日之要約文件（「要約文件」）所界定者之相同涵義。

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

閣下如欲接納期權要約，請使用本黃色期權要約接納表格。



New Sparkle Roll International Group Limited

新耀萊國際集團有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 970)

(股份代號：970)

YELLOW FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF THE OUTSTANDING SHARE OPTIONS OF NEW SPARKLE ROLL INTERNATIONAL GROUP LIMITED

新耀萊國際集團有限公司 未行使股份期權之黃色期權要約接納及註銷表格

To be completed in full 每項均須填寫

Offeror, Mr. Sze Ching Lau

要約人施清流先生

29/F, The Sun's Group Centre, 200 Gloucester Road, Wan Chai, Hong Kong

香港灣仔告士打道200號新銀集團中心29樓

FOR THE CONSIDERATION stated below, the Optionholder named below hereby agrees to accept the Option Offer and cancel the number of Share Option(s) specified below subject to the terms and conditions contained herein and in the Offer Document. 下述期權持有人謹此同意在本表格及要約文件所載條款及條件之規限下，按下列代價接納期權要約及註銷以下註明該數目之股份期權。		
Number of Share Option(s) to be cancelled (Note) 將予註銷之股份期權數目 (附註)	FIGURES 數目	WORDS 大寫
Name and address of the Optionholder in full 期權持有人之全名及詳細地址	Surname 姓氏	Forename 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.01 in cash for each Share Option 每份股份期權現金0.01港元	

Signed by or on behalf of the Optionholder in the presence of:

期權持有人或其代表在以下見證人見證下簽署：

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 of the Optionholder/Company Chop, if applicable

期權持有人簽署/公司印鑑 (如適用)

Date of signature of this **YELLOW** Form of Option Offer Acceptance

簽署本黃色期權要約接納表格之日期

Note: Insert the total number of Share Options for which the Option Offer is accepted. If no total number of Share Options is specified or if the total number of the Share Options specified in this **YELLOW** Form of Option Offer Acceptance is greater or smaller than the Share Options tendered and you have signed this **YELLOW** Form of Option Offer Acceptance, this **YELLOW** Form of Option Offer Acceptance will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Offeror on or before the latest time of acceptance of the Option Offer on the Final Closing Date.

附註： 請填上有關接納期權要約之股份期權之總數。如 閣下已簽署本黃色期權要約接納表格但並無註明股份期權總數或於本黃色期權要約接納表格所填之股份期權總數多於或少於應約提供之股份期權，則本黃色期權要約接納表格將退回予 閣下作出更正及重新提交。任何經更正之表格必須重新提交，並於最後截止日期接納期權要約之最後時間或之前由要約人收到。

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

If you are in any doubt as to any aspect of this YELLOW Form of Option Offer 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.

Shenwan Hongyuan Capital (H.K.) Limited (“**Shenwan Hongyuan**”) is making the Option Offer for and on behalf of the Offeror. The making of the Option Offer to the Optionholders with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdiction. Optionholders who are citizens or residents or nationals of jurisdictions outside Hong Kong should inform themselves about and observe any applicable legal requirements. It is your responsibility to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes or other required payments due from you in respect of such jurisdiction in the connection with the acceptance of the Offers. The Offeror, the Offeror Concert Parties, the Company, Shenwan Hongyuan, the Share Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates (whichever applicable) and any other person involved in the Option 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 Option Offer by you will constitute a warranty by you to the Offeror and Shenwan Hongyuan that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and have made all requisite registration and filing in compliance with all necessary formalities and regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance in any relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Option Offer.

This YELLOW Form of Option Offer Acceptance should be read in conjunction with the Offer Document.

HOW TO COMPLETE THIS YELLOW FORM OF OPTION OFFER ACCEPTANCE

The Option Offer is conditional. Optionholders are advised to read the Offer Document before completing this **YELLOW Form of Option Offer Acceptance**. To accept the Option Offer made by Shenwan Hongyuan for and on behalf of the Offeror to cancel your Share Options, you should complete and sign this **YELLOW Form of Option Offer Acceptance** overleaf and forward this entire form, together with the relevant certificate(s) of the Share Options and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), by post or by hand, to the **Offeror, at 29/F, The Sun’s Group Centre, 200 Gloucester Road, Wan Chai, Hong Kong, no later than 4:00 p.m. on Friday, 22 December 2023 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code**. The provisions of Appendix I to the Offer Document are incorporated into and form part of this **YELLOW Form of Option Offer Acceptance**.

YELLOW FORM OF OPTION OFFER ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Offeror and Shenwan Hongyuan

1. My/Our execution of this **YELLOW Form of Option Offer 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 Option Offer made by Shenwan Hongyuan for and on behalf of the Offeror, as contained in the Offer Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Share Options specified in this **YELLOW Form of Option Offer Acceptance** or, (i) if no number of Share Options is specified or if the total number of Share Options specified is greater than the number of Share Options tendered, as supported by the certificate(s) of the Share Options and/or any other document(s) of title, I am/we are deemed to have accepted the Option Offer in respect of the number of Share Options tendered by me/us, as supported by the certificate(s) of the Share Options and/or any other document(s) of title; and (ii) if the number of Share Options specified in this **YELLOW Form of Option Offer Acceptance** is smaller than the number of Share Options tendered, as supported by the certificate(s) of the Share Options and/or any other document(s) of title, I am/we are deemed to have accepted the Option Offer in respect of the Share Options as shall be equal to the number of Share Options specified in this **YELLOW Form of Option Offer Acceptance**;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Shenwan Hongyuan or 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 to under the terms of the Option 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/us at the registered address shown in the register of Optionholders maintained by the Company within seven (7) Business Days of the receipt by the Offeror of all the relevant documents to render the acceptance under the Option Offer complete and valid on the date on which the Option Offer becomes or is declared unconditional in all aspects, whichever is later;
(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered holder(s) of the relevant Share Options.)
Name: (in **BLOCK LETTERS**) _____
Address: (in **BLOCK LETTERS**) _____
 - (c) my/our irrevocable instruction and authority to the Offeror and/or Shenwan Hongyuan and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to complete and execute any document on my/our behalf in connection with my/our acceptance of the Option Offer and to do any other act that may be necessary or expedient for the purpose of cancelling my/our Share Options tendered for acceptance of the Option Offer;
 - (d) 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 cancel my/our Share Options tendered for acceptance under the Option Offer, together with all the rights attached thereto with effect from the date on which the Option Offer is made; and
 - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Shenwan Hongyuan 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 Option Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Shenwan Hongyuan that (i) the number of Share Options specified in this **YELLOW Form of Option Offer Acceptance** will be free from all liens, claims, charges, equities, encumbrances or other party rights of any nature and together with all rights attached thereto with effect from the date on which the Option Offer is made, and I/we will surrender all of my/our existing rights, if any, in respect of the Share Options; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Shenwan Hongyuan, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Option Offer or my acceptance thereof, and am permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
 3. In the event that my/our acceptance is not valid in accordance with the terms of the Option Offer, all instructions, authorizations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our relevant certificate(s) of the Share Options and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this **YELLOW Form of Option Offer Acceptance** duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) above or, if no name and address is stated, to me/us at the address as shown in the register of the Optionholders maintained by the Company.
 4. I/We enclose the relevant certificate(s) of the Share Options 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 the relevant Share Options which are to be cancelled on the terms and conditions of the Option Offer. I/We understand that no acknowledgement of receipt of any **YELLOW Form of Option Offer Acceptance**, certificate(s) of the Share Options 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.
 5. I/We warrant to the Offeror and Shenwan Hongyuan and their respective advisers in respect of the Offers that I am/we are the registered holder(s) of the Share Option specified in this **YELLOW Form of Option Offer Acceptance** and I/we have the full right, power and authority to accept the Option Offer in respect of the Share Options tendered.
 6. I/We warrant to the Offeror and Shenwan Hongyuan that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of Optionholders in connection with my/our acceptance of the Option Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
 7. I/We warrant to the Offeror and Shenwan Hongyuan that I/we shall be fully responsible for other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of Optionholders in connection with my acceptance of the Option Offer.
 8. I/We acknowledge that, save as expressly provided in the Offer Document and this **YELLOW Form of Option Offer Acceptance**, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本黃色期權要約接納表格乃重要文件，請即處理。

閣下如對本黃色期權要約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。

申萬宏源融資(香港)有限公司(「申萬宏源」)現為及代表要約人提出期權要約。向登記地址位於香港境外司法權區之期權持有人提出期權要約可能被有關司法權區之法例禁止或受其影響。身為香港境外司法權區公民或居民或國民之期權持有人應自行了解及遵守任何適用法律規定。閣下有責任自行全面遵守有關司法權區之相關法律，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的正式手續或法律規定，以及就接納要約而繳付該司法權區應收閣下之任何轉讓或其他稅項或其他所需款項。就閣下可能須繳付之任何稅項而言，要約人、要約人一致行動人士、公司、申萬宏源、股份過戶登記處、彼等各自之最終實益擁有人、董事、高級人員、代理、顧問及聯繫人(視適用者而定)以及任何其他參與期權要約之人士均有權獲閣下提供全額彌償保證並確保不致遭受損害。閣下接納期權要約即構成閣下向要約人及申萬宏源保證，閣下已遵守所有適用法律及規例並據此獲准接收及接納期權要約以及其任何修訂，以及閣下已取得一切所需之政府、外匯管制或其他同意，及已辦理一切所需之註冊登記及存檔以遵守所有必要的正式手續及監管或法律規定，及已就有關接納而繳付任何有關司法權區應收閣下之全部轉讓或其他稅項及徵費或其他所需款項，以及有關接納根據所有適用法律及規例乃有效及具有約束力。建議閣下尋求專業意見，從而決定應否接納期權要約。

本黃色期權要約接納表格應連同要約文件一併閱讀。

如何填寫本黃色期權要約接納表格

期權要約附帶條件。建議期權持有人在填寫本黃色期權要約接納表格之前先行閱讀要約文件。閣下如欲接納由申萬宏源為及代表要約人提出註銷閣下股份期權之期權要約，務請填妥本黃色期權要約接納表格並於背頁簽署，以及在不遲於二零二三年十二月二十二日(星期五)下午四時正或要約人可能根據收購守則釐定及公佈之較後日期及/或時間，將本表格整份連同有關股份期權證書及/或其他所有權文件(及/或就此所需任何令人滿意之彌償保證)，一併以郵遞或專人派遞方式送達要約人，地址為香港灣仔告士打道200號新銀集團中心29樓。要約文件附錄一所載之條文已載入本黃色期權要約接納表格並組成其中一部份。

期權要約之黃色期權要約接納表格

致：要約人及申萬宏源

- 本人/吾等一經簽立本黃色期權要約接納表格(不論有關表格有否註明日期)，本人/吾等之承繼人及受讓人即受此約束，並表示：
 - 本人/吾等就本黃色期權要約接納表格所註明該數目之股份期權，根據要約文件及本表格所述之條款及條件並在其規限下，不可撤回地接納要約文件所載由申萬宏源為及代表要約人提出之期權要約以換取當中所述之代價，或(i)如無註明股份期權數目或如所註明該總數之股份期權多於應約提供之股份期權數目(以股份期權證書及/或其他所有權文件證明)，則本人/吾等被視為就本人/吾等應約提供之該數目股份期權(以股份期權證書及/或其他所有權文件證明)接納期權要約；及(ii)倘本黃色期權要約接納表格註明之股份期權數目少於應約提供之股份期權數目(以股份期權證書及/或其他所有權文件證明)，則本人/吾等被視為就相等於本黃色期權要約接納表格內註明之股份期權數目之股份期權接納期權要約；
 - 本人/吾等不可撤回地指示及授權要約人及/或申萬宏源或彼等各自之代理各方，於要約人收到一切有關文件以使期權要約項下之接納完備及有效或期權要約在所有方面均成為或獲宣佈為無條件之日期(以較後發生者為準)起計七(7)個營業日內，就本人/吾等根據期權要約之條款應得之現金代價，向本人/吾等開出一張註明「不得轉讓—只准入抬頭人賬戶」之劃線支票，以普通郵遞方式寄發予以下人士之下述地址，或(如無於下欄填上姓名及地址)寄發予本人/吾等於公司所備存之期權持有人登記冊所示之登記地址，郵誤風險概由本人/吾等承擔；
(附註：倘支票收取人並非相關股份期權之登記持有人，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/或申萬宏源及/或彼等任何一方可能就此目的而代表本人/吾等指示之人士，代表本人/吾等就本人/吾等接納期權要約而填妥及簽立任何文件，以及作出任何其他可能必要或權宜之行為，以註銷本人/吾等因接納期權要約而應約提供之股份期權；
 - 本人/吾等承諾以進一步保證之方式，於有需要或適宜時簽立有關其他文件及作出有關行為及事情，以註銷本人/吾等根據期權要約應約提供作接納之股份期權以及自作出期權要約之日期起其附帶之所有權利；及
 - 本人/吾等同意追認要約人及/或申萬宏源及/或彼等各自之代理或彼等任何一方可能指示之人士於行使本表格所載任何權利時可能作出或進行之各項及每項行為或事情。
- 本人/吾等明白本人/吾等接納期權要約將被視為構成本人/吾等向要約人及申萬宏源保證，(i)本黃色期權要約接納表格所註明之股份期權數目將不附帶任何留置權、申索、押記、衡平權、產權負擔或屬任何性質之其他人士權利，並連同自作出期權要約之日期起其附帶之所有權利，而本人/吾等將交出本人/吾等有關股份期權之所有現有權利(如有)；及(ii)本人/吾等並無採取或遺漏採取任何行動而將會或可能會導致要約人、申萬宏源、公司或任何其他人士因期權要約或本人接納該要約作出之行事違反任何地區之法律或監管規定，且根據所有適用法律獲准接獲及彌償保證)及其任何修訂，以及有關接納根據所有適用法律乃有效及具有約束力。
- 倘若本人/吾等之接納根據期權要約之條款屬無效，則以上第1段所載之所有指示、授權及承諾均告終止，在此情況下，本人/吾等授權及請求閣下將本人/吾等之相關股份期權證書及/或其他所有權文件(及/或就此所需令人滿意之彌償保證)連同已正式撤銷之本黃色期權要約接納表格退回本人/吾等，以普通郵遞方式一併寄往以上第1(b)段所列之人士及地址或(如無列明姓名及地址)寄往本人/吾等於公司所備存之期權持有人登記冊所示之地址，郵誤風險概由本人/吾等承擔。
- 本人/吾等茲附上本人/吾等所持全部/部份相關股份期權之相關股份期權證書及/或其他所有權文件(及/或就此所需任何令人滿意之彌償保證)，以按照期權要約之條款及條件予以註銷。本人/吾等明白將不會就任何黃色期權要約接納表格、股份期權證書及/或其他所有權文件(及/或就此所需任何令人滿意之彌償保證)獲發認收通知書。本人/吾等另知悉，所有文件將以普通郵遞方式發送，郵誤風險概由本人/吾等自行承擔。
- 本人/吾等向要約人及申萬宏源及彼等各自有關要約之顧問保證，本人/吾等為本黃色期權要約接納表格所列明股份期權之登記持有人，以及本人/吾等具有十足權利、權力及授權，可就應約提供之股份期權接納期權要約。
- 本人/吾等向要約人及申萬宏源保證，本人/吾等已遵守本人/吾等於期權持有人登記冊所載地址所在司法權區有關接納期權要約之法律，包括取得任何政府、外匯管制或其他同意，及辦理任何可能需要之註冊登記或存檔及遵守所有必要的正式手續或法律規定。
- 本人/吾等向要約人及申萬宏源保證，本人/吾等將全面負責繳付就期權持有人登記冊所載本人/吾等地址所在司法權區而應付與本人接納期權要約有關之其他稅項或徵費。
- 本人/吾等確認，除要約文件及本黃色期權要約接納表格內明確規定外，所有據此作出之接納、指示、授權及承諾均為不可撤回及無條件。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, and Shenwan Hongyuan 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 the personal data

To accept the Option Offer for your Share Option(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 to under the Option Offer. It is important that you should inform the Offeror and/or Shenwan Hongyuan immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide in this **YELLOW** Form of Option Offer 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 **YELLOW** Form of Option Offer Acceptance and the Offer Document;
- cancelling the Share Options in your name;
- maintaining or updating the relevant register of Optionholders;
- conducting or assisting to conduct signature verifications and any other verification or exchange of information;
- compiling statistical information and Optionholders profiles;
- distributing notices and communication to you from the Offeror, Shenwan Hongyuan, the Company and/or their respective agents, officers, advisers;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise), including to the Stock Exchange, the SFC and applicable regulatory or governmental bodies, and otherwise to comply with any legal obligation to which any of the Offeror and/or Shenwan Hongyuan (as applicable) is subject;
- disclosing relevant information to facilitate claims of entitlements;
- any other purpose in connection with the business of the Offeror, Shenwan Hongyuan and/or the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Shenwan Hongyuan to discharge their obligations to the Optionholders and/or regulators and/or under applicable regulations and any other purposes to which the Optionholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this **YELLOW** Form of Option Offer Acceptance will be kept confidential but the Offeror, Shenwan Hongyuan and/or the Company may, to the extent necessary for achieving the purposes above or any of them, disclose and 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, Shenwan Hongyuan, the Company and/or their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, payment, logistical, brokerage, securities or other services to the Offeror, Shenwan Hongyuan, the Company, and/or their agents, officers and advisers, in connection with the operation of their business;
- the Stock Exchange, the SFC and any applicable regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bank managers, solicitors, accountants, licensed securities dealers or registered institutions in securities, or otherwise ask us to communicate with; and
- any other persons or institutions whom the Offeror, Shenwan Hongyuan, the Company and/or their agents, officers and advisers consider to be necessary or desirable in connection with any of the above purposes.

4. Retention of Personal Data

The Offeror and Shenwan Hongyuan will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data was 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, Shenwan Hongyuan, the Company and/or their agents, officers and advisers hold 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, Shenwan Hongyuan, the Company and/or their agents, officers and advisers 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, Shenwan Hongyuan and/or the Company.

BY SIGNING THIS YELLOW FORM OF OPTION OFFER 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約人及申萬宏源在個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)方面之政策及慣例。

1. 收集個人資料之原因

閣下如欲就本身之股份期權接納期權要約,則必須提供所需之個人資料。倘閣下未能提供所需資料,則可能導致閣下之接納申請不獲受理或受到延誤。這亦可能妨礙或延遲寄發閣下根據期權要約應得之代價。如所提供之任何資料不準確,閣下務須立即通知要約人及/或申萬宏源。

2. 用途

閣下於本黃色期權要約接納表格提供之個人資料可能會使用,持有及/或保存(以任何方式)作下列用途:

- 處理閣下之接納申請及核實閣下是否已遵循本黃色期權要約接納表格及要約文件所載列之條款及申請手續;
- 註銷閣下名下之股份期權;
- 保存或更新有關期權持有人登記冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 編製統計資料及期權持有人概況;
- 分發要約人、申萬宏源、公司及/或彼等各自之代理、高級人員及顧問向閣下發出之通知及通訊;
- 按法律、規則或規例(不論法定與否)作出披露,包括向聯交所、證監會及相關監管或政府團體,以及另行遵守要約人及/或申萬宏源(按適用)任何一方負上之任何法律義務;
- 披露有關資料以方便進行權益申索;
- 與要約人、申萬宏源及/或公司之業務有關之任何其他用途;及
- 有關以上任何其他連帶或相關用途及/或以便要約人及/或申萬宏源履行彼等對期權持有人及/或監管機關及/或於適用規例項下之責任,以及期權持有人可能不時同意或獲告知之任何其他用途。

3. 轉交個人資料

於本黃色期權要約接納表格所提供之個人資料將予保密,惟要約人、申萬宏源及/或公司為達致上述或當中任何用途而可能在必要情況下向、獲或與以下任何及所有人士及實體披露及轉交(不論在香港境內或境外)有關個人資料:

- 要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問;
- 向要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問提供與其業務運作有關之行政、付款、物流、經紀、證券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、證監會及任何相關監管或政府團體;
- 與閣下進行交易或建議進行交易之任何其他人士或機構,例如銀行經理、律師、會計師、持牌證券交易商或註冊證券機構,或要求我們進行溝通者;及
- 要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問認為就以上任何用途而言為必要或適宜之任何其他人士或機構。

4. 保留個人資料

要約人及申萬宏源將按滿足收集個人資料所需用途之期限保留於本表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

5. 索取及更正個人資料

該條例給予閣下權利確定要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問是否持有閣下之個人資料,索取有關資料之副本,以及更正任何不正確之資料。依據該條例之規定,要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問有權就處理任何索取資料之要求而收取合理費用。

所有關於索取資料或更正資料或索取有關政策及慣例及所持資料類型之資料之要求,應提交予要約人、申萬宏源及/或公司。

閣下一經簽署本黃色期權要約接納表格,即表示同意上述所有條款