

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

To be completed in all respects except the sections marked "Do not complete"
除註明「毋須填寫」的部分外，每項均須填寫
FORM OF APPROVAL AND ACCEPTANCE
批准及接納表格



Share Registrar in Hong Kong:
Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor, Hopewell Centre,
183 Queen's Road East, Wan Chai, Hong Kong

HENGDELI HOLDINGS LIMITED
亨得利控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立的有限公司)
(Stock Code: 3389)
(股份代號: 3389)

於香港的股份過戶登記處:
香港中央證券登記有限公司
香港灣仔皇后大道東183號
合和中心17樓1712至1716號舖

VOLUNTARY CONDITIONAL CASH PARTIAL OFFER BY GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED ON BEHALF OF THE OFFEROR TO ACQUIRE 660,602,843 SHARES IN THE ISSUED SHARE CAPITAL OF THE COMPANY FROM QUALIFYING SHAREHOLDERS
國泰君安證券(香港)有限公司代表要約人向合資格股東收購本公司已發行股本當中660,602,843股股份之附條件的自願現金部分要約

TO APPROVE THE PARTIAL OFFER
批准部分要約

Whether you accept the Partial Offer or not, you may approve the Partial Offer by completing Box A in this Form of Approval and Acceptance and return it to the Share Registrar. For the purpose of such approval, each Share, fully paid up, shall be entitled to ONE vote only. Multiple votes in respect of the same Share will not be taken into account in counting the approval of the Partial Offer. Only ONE vote for each Share may be cast. If you put a tick in Box A "✓" to indicate your approval of the Partial Offer but no number of Shares in respect of such approval is specified or any other information in Box A of this Form of Approval and Acceptance is, in the Offeror's view, missing, incomplete or erroneous, the approval of the Partial Offer will not be considered as valid until the number of Shares in respect of such approval is specified and/or such missing, incomplete or erroneous information has been completed and rectified in this Form of Approval and Acceptance. You may approve the Partial Offer in respect of the total number of Shares you hold even though you do not intend to accept the Partial Offer and/or the number of Shares voted may be more than the number of Shares tendered for acceptance.

不論閣下是否接納部分要約，閣下可透過填妥本批准及接納表格甲欄及交回股份過戶登記處以批准部分要約。就批准而言，每股股份僅享有一票投票權。於點算批准部分要約的票數時，涉及同一股股份之重複投票將不予計算在內。每股股份僅享有一票投票權。倘閣下填上「✓」號表明閣下批准部分要約，但並無註明所涉之股份數目或本批准及接納表格甲欄之任何其他資料(要約人認為)有遺漏、未填妥或有錯誤，則部分要約之批准將不會被視為有效，直至批准及接納表格註明所涉之股份數目及/或有關遺漏、未填妥或錯誤之資料經填妥及更正為止。即使閣下無意接納部分要約及/或已投票之股份數目可能超過就接納所提呈之股份數目，閣下仍可就閣下所持之股份總數批准部分要約。

Box A 甲欄

To approve the Partial Offer, please put a tick "✓" here 批准部分要約，請在此填上「✓」號		Number of Shares in respect of which the Partial Offer is approved 批准部分要約涉及之股份數目 (If you wish to approve the Partial Offer in respect of ALL of the Shares held by you, please put down "ALL" below 如閣下欲就閣下所持有之所有股份批准部分要約，請在下面填上「全部」) _____ Shares (股)
SHAREHOLDER name(s) and address in full (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或以正楷填寫)	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Telephone number 電話號碼	Registered address 登記地址

TO ACCEPT THE PARTIAL OFFER
接納部分要約

Box B 乙欄

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby 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 accompanying Composite Document.
根據本表格及隨附的綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有的股份轉讓予下列「承讓人」。

Number of Shares tendered for acceptance 閣下提呈接納的股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票編號		
TRANSFEROR(S) name(s) and address(es) in full (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或以正楷填寫)	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Telephone number 電話號碼	Registered address 登記地址
CONSIDERATION 代價	HK\$0.16 in cash for each Offer Share validly tendered for acceptance and to be taken up by the Offeror (the number of Shares to be taken up by the Offeror is subject to any scaling down in accordance with the terms of the Partial Offer) 以每股要約股份現金0.16港元提呈接納並獲要約人承購的股份(將由要約人承購之股份數目可按部分要約條款做出任何縮減)	
TRANSFEEEE 承讓人	Name名稱: Correspondence address: 通訊地址: Occupation職業:	Empire Charm Limited 君雅有限公司 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands Corporation 法團
SIGNED by the parties to this transfer, this _____ day of _____, 2024 由轉讓雙方於 2024 年 _____ 月 _____ 日簽署		

Note:
附註:
1. Please refer to the section headed "HOW TO COMPLETE THIS FORM OF APPROVAL AND ACCEPTANCE" on the second page of this Form of Approval and Acceptance for further instructions for filling in Box A and Box B of this Form of Approval and Acceptance.
有關填妥本批准及接納表格甲欄及乙欄之進一步指示，請查閱本批准及接納表格之第二頁有關「如何填寫批准及接納表格」一節。
2. Insert the total number of Shares for which the Partial 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 Shares is inserted, your form will be erroneous and will not be accepted.
填寫接納部分要約的股份總數，倘無填寫數目，則閣下的表格將屬不完整並將不獲接納。倘所填數目超過閣下所持有的股份登記持量，則閣下的表格將屬錯誤並將不獲接納。
3. Subject to the Partial Offer becoming unconditional in all respects, the total number of Shares taken up by the Offeror from you will be determined by the total number of Shares tendered for acceptance in accordance with the formula set out in the Composite Document. Fractions of Shares will not be taken up under the Partial Offer. The number of Shares to be taken up from you by the Offeror in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Offeror.
待部分要約在各方面成為無條件後，要約人自閣下承購之股份總數將按本表格及隨附的綜合文件之公式釐定。非整數的股份將不會根據部分要約獲得承購。要約人自閣下承購之股份數目，將由要約人決定向上或向下調整至最近之整數。
If you have voted to approve the Partial Offer in Box A and/or accepted the Partial Offer in Box B of this Form of Approval and Acceptance, please SIGN BELOW ONCE in the capacity as Shareholder and (in respect of acceptances of the Partial Offer) as Transferor to approve the Partial Offer and/or as the Transferor to accept the Partial Offer (as the case may be). All joint holders must sign.
如果閣下已投票批准部分要約及/或已接納部分要約，請於下文簽署一次，以作為股東及(就部分要約之接納)作為轉讓人批准部分要約及/或作為轉讓人接納部分要約(視情況而定)。所有聯名持有人均須簽署。
閣下接納部分要約，閣下應在另一名並非聯名持有人的18歲或以上人士之見證下簽署，而該人士亦須如下所示簽署及填寫其姓名、地址及職業。

Signed by the Transferor(s) in the presence of:
轉讓人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 HOLDERS
MUST SIGN HERE
所有聯名持有人
均須於本欄簽署

Signature(s) of Shareholder/Transferor or his/her/its duly authorised agent/
Company chop, if applicable
股東/轉讓人或其正式授權代理簽署/
公司印鑑(如適用)

Signed by or on behalf of the Transferee in the presence of: 承讓人或代表承讓人在下列見證人見證下簽署:	For and on behalf of 代表 Empire Charm Limited 君雅有限公司
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 _____	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

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

If you are in any doubt as to any aspect of this Form of Approval and 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 Shares, you should at once hand this Form of Approval and 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).

The making of the Partial Offer to the Qualifying Shareholders who are citizens, residents or nationals of jurisdictions outside Hong Kong may be subject to the applicable laws of the relevant jurisdictions in which they are located. Such Qualifying Shareholders should inform themselves about and observe any applicable legal or regulatory requirements in their own jurisdictions. It is the responsibility of any Overseas Shareholder wishing to accept the Partial Offer to satisfy himself/herself/itself (and, where necessary, seek independent legal advice) as to the full observance of the laws and regulations of the relevant jurisdictions 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 and the payment of any transfer or other taxes due from such Overseas Shareholders in such relevant jurisdictions.

Any acceptance of the Partial Offer by any Shareholder will be deemed to constitute a representation and warranty from such Shareholder to the Offeror that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Shareholder lawfully under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. Shareholders should consult their professional advisers if in doubt.

This Form of Approval and Acceptance should be read in conjunction with the Composite Document.

The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Approval and Acceptance.

HOW TO COMPLETE THIS FORM OF APPROVAL AND ACCEPTANCE

You should read the Composite Document before completing this form.

For Shareholders who wish to approve and accept the Partial Offer, they are reminded to complete both Box A and Box B of this Form of Approval and Acceptance.

Whether you accept the Partial Offer or not, you may approve the Partial Offer by completing Box A in this Form of Approval and Acceptance and return it to the Share Registrar. For the purpose of such approval, each Share, fully paid up, shall be entitled to ONE vote only. Multiple votes in respect of the same Share will not be taken into account in counting the approval of the Partial Offer. Only ONE vote for each Share may be cast. If you put a tick in Box A "✓" to indicate your approval of the Partial Offer but no number of Shares in respect of such approval is specified or any other information in Box A of this Form of Approval and Acceptance is, in the Offeror's view, missing, incomplete or erroneous, the approval of the Partial Offer will not be considered as valid until the number of Shares in respect of such approval is specified and/or such missing, incomplete or erroneous information has been completed and rectified in this Form of Approval and Acceptance. You may approve the Partial Offer in respect of the total number of Shares you hold even though you do not intend to accept the Partial Offer and/or the number of Shares voted may be more than the number of Shares tendered for acceptance.

Irrespective of the above, you may specify the number of Shares in respect of which you tender for acceptance of the Partial Offer. If no number of Shares in respect of such acceptance is specified or any other information in Box B of this Form of Approval and Acceptance is, in the Offeror's view, missing, incomplete or erroneous, the acceptance of the Partial Offer will not be considered as valid until the number of Shares in respect of such acceptance is specified and/or such missing, incomplete or erroneous information has been completed and rectified in this Form of Approval and Acceptance. Where reasonably practicable, the incomplete Form of Approval and Acceptance will be returned to you for correction and resubmission. Any corrected Form of Approval and Acceptance must be resubmitted and received by the Share Registrar by not later than 4:00 p.m. on the Final Closing Date.

To approve and/or accept the Partial Offer made by Guotai Junan Securities for and on behalf of the Offeror, you should duly complete and sign this Form of Approval and Acceptance and forward this entire form, together with the Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the number of Shares in respect of which you wish to accept the Partial Offer, by post or by hand to the Share Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong in an envelope marked "Hengdeli Holdings Limited – Partial Offer" as soon as possible after receipt of this Form of Approval and Acceptance but in any event no later than 4:00 p.m. (Hong Kong time) on Thursday, 1 August 2024 (being the First Closing Date as stated in the Composite Document) or such later time and/or date as the Offeror may, subject to the Takeovers Code, decide and announce and the Executive may approve. Unless the Partial Offer is extended or revised in accordance with the Takeovers Code, no Form of Approval and Acceptance received after the Final Closing Date will be accepted.

If you require any assistance in completing this Form of Approval and Acceptance or have any administrative and/or procedural enquiries regarding the tendering and settlement or any other similar aspect of the Partial Offer, please contact the Share Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong or at its hotline at (852) 2862-8555.

FORM OF APPROVAL AND ACCEPTANCE IN RESPECT OF THE PARTIAL OFFER

To: **The Offeror, Guotai Junan Capital and Guotai Junan Securities**

To: **The Company and the Share Registrar**

1. My/Our execution of this Form of Approval and Acceptance (whether or not such form is dated) shall also be binding on my/our personal representatives, heirs, successors and assignees, and shall constitute:

(a) my/our approval of the Partial Offer made by Guotai Junan Securities for and on behalf of the Offeror in respect of the number of Shares inserted in Box A of this Form of Approval and Acceptance held by me/us and/or my/our acceptance of the Partial Offer made by Guotai Junan Securities for and on behalf of the Offeror and subject to the terms set out or referred to in the Composite Document and this Form of Approval and Acceptance in respect of the number of Shares specified in Box B of this Form of Approval and Acceptance held by me/us (subject to any scaling down in accordance with the terms of the Partial Offer), and such approval and/or acceptance shall be irrevocable except, in the case of acceptance of the Partial Offer, in compliance with Rule 17 of the Takeovers Code or in the circumstances that the Executive requires that Accepting Shareholders be granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code;

(b) my/our irrevocable instruction and authority to each of the Offeror, Guotai Junan Capital and Guotai Junan Securities or their respective agent(s) to send a cheque marked "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 Partial Offer (taking into account any scaling down of my/our acceptance, stamp duty and, if applicable, the fees payable to the Share Registrar in respect of lost or unavailable Share certificates) by ordinary post at my/our own risk to the person and 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 as soon as possible but in any event no later than 7 business days (as defined in the Takeovers Code) following the Final Closing Date; and to send (if applicable) any Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for Shares not taken up by the Offeror by ordinary post at my/our own risk to the person and 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 as soon as possible but in any event no later than 7 business days (as defined in the Takeovers Code) following the Final Closing Date;

(Insert name and address of the person to whom the cheque should be sent (if different from the registered Shareholder or the first-named of joint registered Shareholders))

Name: (in block capitals) _____

Address: (in block capitals) _____

(c) my/our irrevocable instruction and authority to each of the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Share Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to date this document and to make and execute 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 Share(s) to be sold by me/us under the Partial Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Approval and Acceptance, or cause a stamp certificate to be issued in respect of this Form of Approval and Acceptance, in accordance with the provisions of that Ordinance;

(d) my/our irrevocable instruction and authority to each of the Offeror, Guotai Junan Capital, Guotai Junan Securities and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Partial Offer and to do any other acts or things as may in the opinion of the Offeror, Guotai Junan Capital, Guotai Junan Securities and/or such person or persons as any of them be necessary, expedient or desirable for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) accepted under the Partial Offer;

(e) my/our understanding that my/our execution of this Form of Approval and Acceptance shall be deemed to constitute approval and/or acceptance of the Partial Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Approval and Acceptance, including any revision or extension of the terms of such Partial Offer, in the case of any revision, where the Partial Offer is revised and the consideration offered under such revised Partial Offer does not represent on such date (on such basis as Guotai Junan Securities on behalf of the Offeror may consider appropriate) a reduction in the value of the Partial Offer in its original or any previously extended or revised form(s) unless otherwise in accordance with the terms of the Partial Offer. Also my/our instruction and authority to each of the Offeror, Guotai Junan Capital, Guotai Junan Securities and/or the Share Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such extended or revised Partial Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such approval and/or acceptance;

(f) my/our undertaking to execute such further deeds and/or documents and to do such acts and things and to give any further assurance to transfer my/our Share(s) accepted under the Partial Offer to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third parties rights or Encumbrances whatsoever and with all rights and benefits at any time accruing and attaching thereto, including all rights to any dividend as the Offeror may consider to be necessary, expedient or desirable in accordance with the Takeovers Code or other distributions the record date of which falls on or after the Final Closing Date, and/or to perfect any of the authorities expressed to be given hereunder;

(g) my/our agreement to ratify and confirm each and every act or thing which may be done or effected by the Offeror, Guotai Junan Capital, Guotai Junan Securities and/or their respective agents or such person or persons as any of them may direct on the proper exercise of any powers and/or authorities under the terms of the Partial Offer; and

(h) my/our irrevocable instruction and authority to the Offeror, Guotai Junan Capital, Guotai Junan Securities and/or their respective agent(s) to collect from the Share Registrar on my/our behalf the Share certificate(s) in respect of the Share(s) 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 (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), which has/have been duly signed by me/us, and to deliver the same to the Share Registrar and to authorise and instruct the Share Registrar to hold such Share certificate(s) subject to the terms and conditions of the Partial Offer as if it/they were Share certificate(s) delivered to the Share Registrar together with this Form of Approval and Acceptance.

2. I/We understand that acceptance of the Partial Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, Guotai Junan Capital and Guotai Junan Securities that (i) the number of Share(s) specified in this Form of Approval and Acceptance for the purpose of acceptance of the Partial Offer are fully paid and sold free from all Encumbrances whatsoever and with all rights and benefits at any time accruing and attaching thereto, including all rights to any dividend or other distributions the record date of which falls on or after the Final Closing Date; and (ii) all local laws and requirements in connection with such acceptance have been complied with, and I/We have not taken or omitted to take any action which will or may result in the Offeror, Guotai Junan Capital, Guotai Junan Securities or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Partial Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Partial Offer, and any revision or extension thereof, and that such acceptance is valid and binding on me/us in accordance with all applicable laws and regulations. It is the responsibility of each Overseas Shareholder to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such Overseas Shareholder in such relevant jurisdictions.

3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Partial Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Share Registrar and/or such person or persons as any of them may direct to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this Form of Approval and Acceptance duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(b) above or, if no name or 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.

Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by any of the Offeror, Guotai Junan Capital, Guotai Junan Securities and/or any of their agent(s) from the Company or the Share Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.

4. I/We enclose the relevant Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Share Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Partial Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Approval and Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/we further understand that all documents and remittances will be sent by ordinary post at my/our own risk.

5. I/We represent and warrant to each of the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Share Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Approval and Acceptance and I/we have the full, power and authority to tender, sell, assign or transfer my/our Share(s) (together with all rights and benefits at any time accruing and attaching thereto, including all rights to any dividend or other distributions the record date of which falls on or after the Final Closing Date) tendered for acceptance under the Partial Offer to the Offeror.

6. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Approval and Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本批准及接納表格乃重要文件，請即處理。

閣下如對本批准及接納表格之任何方面或應採取之行動有任何疑问，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。閣下如已售出或以其他方式轉讓名下所有股份，應立即將本批准及接納表格及隨附之綜合文件送交買主或承讓人、持牌證券交易商或註冊證券機構，或經手買賣或轉讓之其他代理商，以便轉交買主或承讓人。

向身為香港境外司法權區公民、居民或國民的合資格股東作出部分要約，可能須受彼等所在相關司法權區的適用法律所規限。該等合資格股東應自行了解並遵守其所在司法權區內之任何適用法律或監管規定。倘任何海外股東有意接納部分要約，則有責任就接納部分要約自行全面遵守有關司法權區之法律及法規（包括取得可能需要的任何政府、外匯管制或其他同意，或遵守其他必要程序，以及支付該等海外股東在該等相關司法權區應繳的任何轉讓或其他稅項），並在必要時尋求獨立法律意見。

凡任何股東接納之部分要約將視為構成該股東向要約人及作出聲明及保證(i)已遵守與該項接納有關之所有本地法律及規例及(ii)有關之股東根據相關司法權區之法律及規例可合法接納部分要約，而有關之接納根據所有適用法律及規例均屬有效及具法律約束力。如有任何疑問，股東應諮詢其專業顧問。

本批准及接納表格應與綜合文件一併閱讀。

綜合文件附錄一載有之條文已載入並構成本批准及接納表格之一部份。

如何填寫本批准及接納表格

閣下務請細閱綜合文件後方填寫本表格。

股東如欲批准及接納部分要約，務請填妥批准及接納表格甲欄及乙欄。

不論閣下是否接納部分要約，閣下可透過填妥本批准及接納表格甲欄及交回股份過戶登記處以批准部分要約。就批准而言，每股股份僅享有一票投票權。於點算批准部分要約之票數時，涉及同一股份之重複投票將不予計算在內。每股股份僅享有一票投票權。倘閣下填上「✓」號表明閣下批准部分要約，但並無註明所涉及之股份數目或本批准及接納表格甲欄之任何其他資料（要約人認為）有遺漏、未填妥或有錯誤，則部分要約之批准將不會被視為有效，直至批准及接納表格註明所涉及之股份數目及／或有關遺漏、未填妥或錯誤之資料經填妥及更正為止。即使閣下無意接納部分要約及／或已投票之股份數目可能超過就接納所提呈之股份數目，閣下仍可就此閣下所持有之股份總數批准部分要約。

無論上述情況如何，閣下可註明提呈接納部分要約之股份數目。倘並無註明有關該接納之股份數目或在本批准及接納表格乙欄上之任何其他資料（要約人認為）有遺漏、未填妥或有錯誤，則部分要約之接納將不會被視為有效，直至批准及接納表格註明有關該接納之股份數目及／或有關遺漏、未填妥或錯誤之資料經填妥及更正為止。不完整的批准及接納表格將在合理可行的情況下被退還與閣下以供更正和重新提交。任何更正的批准及接納表格必須在不遲於最終截止日期下午4:00重新提交並由股份過戶登記處收到。

閣下如批准及／或接納由國泰君安證券代表要約人提出收購閣下的股份之部分要約，閣下應填妥及簽署本批准及接納表格，並將整份本表格連同閣下欲接納部分要約之股份數目之股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用），於收到本批准及接納表格後盡快及無論如何不得遲於2024年8月1日（星期四）（即綜合文件所述的首個截止日期）下午四時正（香港時間）前或要約人根據收購守則可能決定及執行人員可能批准的的其他較後時間及／或日期，以郵遞或專人送遞方式送交股份過戶登記處，地址為香港皇后大道東183號合和中心17樓1712至1716號舖，信封上面請註明「亨得利控股有限公司 一部分要約」。除非部分要約根據收購守則獲延期或修訂，否則於最終截止日期後收到之批准及接納表格將不獲受理。

閣下如對填寫本批准及接納表格需要任何協助或對部分要約之提呈及交收程序或任何其他類似方面有任何行政及／或程序查詢，請聯絡股份過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712至1716號舖，或致電其熱線(852) 2862-8555。

部分要約之批准及接納表格

致：要約人、國泰君安融資及國泰君安證券

致：本公司及股份過戶登記處

1. 本人／吾等一經簽署本批准及接納表格（不論該表格是否已註明日期），本人／吾等之遺產代理人、承繼人、接任人及受讓人亦將受此約束，並構成：

(a) 本人／吾等就本人／吾等持有及接納表格甲欄所註明之股份數目批准由國泰君安證券代表要約人提出之部分要約及／或本人／吾等依據及受制於綜合要約文件及本批准及接納表格所載或所指條款，就本人／吾等持有本批准及接納表格乙欄所註明之股份數目接納由國泰君安證券代表要約人提出之部分要約，（可按部分要約條款作出任何縮減），此批准及／或接納不得撤回，惟倘接納部分要約，依據收購守則規則17或執行人員根據收購守則規則19.2要求賦予有關接納股東權利撤回則除外；

(b) 本人／吾等不可撤回地指示及授權要約人、國泰君安融資及國泰君安證券或彼等各自之代理，各自將本人／吾等根據部分要約之條款應收之現金代價以「不得轉讓一只准入抬頭人賬戶」方式劃線開出抬頭人為本人／吾等之支票（經計及本人／吾等之接納任何縮減部分、印花稅及（如適用）就遺失或未能出示股票而向股份過戶登記處應付之費用），以普通郵遞方式盡快且無論如何於最終截止日期後不遲於7個營業日（按照《收購守則》裏之定義）內寄至下文所列人士及地址，或下文如無填上姓名及地址，則寄至本人或（如屬聯名註冊股東）吾等之排首位者在股東名冊所示之註冊地址，有關郵遞風險概由本人／吾等承擔；以及將（如適用）未獲要約人承購之股份之任何股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用），以普通郵遞方式盡快且無論如何於最終截止日期後不遲於7個營業日（按照《收購守則》裏之定義）內寄至下文所列人士及地址，或寄至本人或（如屬聯名註冊股東）吾等之排首位者在股東名冊所示之註冊地址，有關郵遞風險概由本人／吾等承擔；

（請在本欄填上應收取支票人士之姓名及地址（如與註冊股東或排首位者之聯名註冊股東之姓名及地址不同））

姓名：（請用正楷填寫）_____

地址：（請用正楷填寫）_____

(c) 本人／吾等不可撤回地指示及授權要約人、國泰君安融資、國泰君安證券、股份過戶登記處及／或彼等任何一方可就指定之一名或多名有關人士，各自代表本人／吾等於此文件填上日期，以及訂立及簽立按香港法例第117章《印花稅條例》第19(1)條規定本人／吾等作為根據部分要約出售股份之賣方而須訂立及簽立之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本批准及接納表格背書證明；

(d) 本人／吾等不可撤回地指示及授權要約人、國泰君安融資、國泰君安證券及／或彼等任何一方可能指定之一名或多名有關人士，各自代表本人／吾等填妥及簽署任何有關本人／吾等接納部分要約之文件，以及辦理任何要約人、國泰君安融資、國泰君安證券及／或彼等任何一方可能指定之一名或多名有關人士認為可能屬必要、權宜或適宜的任何其他行動或事宜，以將本人／吾等根據部分要約而提呈接納之股份，歸屬於要約人及／或其可能指定之一名或多名有關人士；

(e) 本人／吾等明白本人／吾等簽署本批准及接納表格即被視作根據及遵守綜合文件及本批准及接納表格所載或所指之條款（包括該部分要約之條款之任何修訂或延長）構成批准及／或接納部分要約，而就任何延長或修訂而言，指部分要約經修訂而該修訂部分要約提呈之代價，並不代表部分要約之價值在該日（按國泰君安證券（代表要約人）認為適當之基準）較原先行經修訂形式之價值減少，除非根據部分要約的條款另行規定。同時，本人／吾等指示及授權要約人、國泰君安融資、國泰君安證券及／或股份過戶登記處或彼等各自之代理，或彼等任何一方可能就此指定之人士，各自代表本人／吾等接納任何此等經延長或修訂之部分要約及代表本人／吾等以本人／吾等之名義簽署所有該等進一步文件（如有）以作此項批准及／或接納有效；

(f) 本人／吾等承諾於必需或合宜時簽署該等進一步契約及／或文件及作出該等行動及事宜以及做出任何進一步保證，將本人／吾等根據部分要約提呈接納之股份轉讓予要約人或其可能指定之一名或多名有關人士，而不附帶一切留置權、押記、選擇權、申索權、衡平權、不利權益、第三方權利及任何產權負擔，並連同有關股份不論在任何時間產生及附帶的一切權利及利益，包括在要約人根據收購守則認為屬必要、合宜或合適的情況下，收取任何股息的所有權利或記錄日期為最終截止日期或之後收取其他分派的所有權利，及／或完備據此明確獲授予的任何授權；

(g) 本人／吾等同意追認及確認要約人、國泰君安融資、國泰君安證券及／或彼等各自之代理或彼等任何一方可能指定之有關人士根據部份要約的條款於適當行使本批准及接納表格所載任何權力及／或授權時可能作出或進行之各種行動或事宜；及

(h) 本人／吾等不可撤回地指示及授權要約人、國泰君安融資、國泰君安證券及／或彼等各自之代理，代表本人／吾等憑藉交回經本人／吾等正式簽署之隨附過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）而從股份過戶登記處領取就股份將發行予本人／吾等之股票，並將有關股票送交股份過戶登記處，且授權及指示股份過戶登記處根據部分要約之條款及條件持有該（等）股票，猶如該（等）股票已連同本批准及接納表格一併送交股份過戶登記處。

2. 本人／吾等明白本人／吾等接納部分要約，將被視為構成本人／吾等向要約人、國泰君安融資及國泰君安證券保證(i)本批准及接納表格所註明的股份數目已繳足股款及將不附帶任何產權負擔，並連同有關股份不論在任何時間產生及附帶的一切權利及利益，包括記錄日期為最終截止日期或之後的任何股息或其他分派的所有權利；及(ii)已遵守與該項接納有關之所有本地法律及規例，及本人／吾等並無採取或不採取任何行動而將或可能致使要約人或國泰君安融資、國泰君安證券或任何其他人士違反任何司法權區與部分要約或其接納有關之法律或監管規定，且本人／吾等根據所有適用法律法規獲准收取及接納部分要約（及其任何修訂或延長），而根據所有適用法律法規，該接納為有效及對本人／吾等具有約束力。各海外股東須各自負責自行了解並全面遵守相關司法權區與此相關之法律或規例，包括取得任何政府、外匯管制或其他方面之同意、或進行存檔及登記以及支付有關海外股東於相關司法權區應付的任何轉讓或其他稅項。

3. 倘根據部分要約之條款，本人／吾等之接納無效或被視作無效，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／吾等授權並要求要約人、國泰君安融資、國泰君安證券、股份過戶登記處及／或彼等任何一方可能指定之一名或多名人士，向本人／吾等退還本人／吾等之股票及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用），並連同已正式註銷之本批准及接納表格，一併以普通郵遞方式郵寄予上文第1(b)段所列之人士，或如無列明姓名和地址，則為本人或（如屬聯名註冊股東）吾等當名名列首位者在股東名冊所示之註冊地址，郵遞風險概由本人／吾等承擔。

附註：倘本人／吾等交回一份或以上過戶收據，而同時要約人、國泰君安融資、國泰君安證券及／或彼等之任何代理人已代表本人／吾等向本公司或股份過戶登記處領取相關之股票，則該等股票而非過戶收據將退還予本人／吾等。

4. 本人／吾等茲附上將由要約人、國泰君安融資、國泰君安證券、股份過戶登記處及／或彼等任何一方可能指定之一名或多名人士根據部分要約條款及條件持有之本人／吾等全部或部分股份之相關股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）。本人／吾等明白任何交回之批准及接納表格、股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）概不獲發收據。本人／吾等亦了解所有文件將以普通郵遞方式寄發，郵遞風險概由本人／吾等自行承擔。

5. 本人／吾等向要約人、國泰君安融資、國泰君安證券、股份過戶登記處及／或彼等任何一方可能指定之一名或多名人士各自作出聲明及保證，本人／吾等為本批准及接納表格所註明之股份數目之註冊股東，而本人／吾等具有十足權力及授權，以接納部分要約之方式向要約人呈、出售、轉讓或轉移本人／吾等之股份（並連同該等股份於任何時候所產生及附帶的所有權利及利益，包括收取記錄日期為最後截止日期或之後的任何股息或其他分派之所有權利）。

6. 本人／吾等確認，除綜合文件及本批准及接納表格明文規定者外，據此作出之所有接納、指示、授權及承諾均屬不可撤回及無條件。

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Company and the Share Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") and, to the extent applicable to Overseas Shareholders in the European Union, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR").

1. Reasons for the collection of your personal data

In approving and/or accepting the Partial 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 approval and/or acceptance being invalidated, rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Partial Offer. The processing of your personal data for the purposes summarised below is necessary for the performance of the approval and acceptance of the Partial Offer.

2. Purposes

The personal data which you provide on this Form of Approval and Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing your approval, acceptance and verification or compliance with the terms and application procedures set out in this Form of Approval and 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 Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, the Company, its agents such as financial advisers, and/or the Share Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Company; and
- any other incidental or associated purposes relating to the above and other purpose to which the Shareholders may from time to time agree to or be informed of.

We will keep your information only for as long as necessary depending on the purpose for which it was provided. This will depend on the progress of the Partial Offer, obligations under applicable law and any other communications with you which require continued processing of your personal data.

3. Transfer of personal data

The personal data provided in this Form of Approval and Acceptance will be kept confidential but the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Company and/or the Share 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, Guotai Junan Capital, Guotai Junan Securities, the Company, any of their agents and/or advisers and the Share Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Company and/or the Share Registrar, in connection with the operation of their businesses;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Company and/or the Share Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance and, to the extent applicable, the GDPR provides you with rights to ascertain whether the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Company and/or the Share 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 or, to the extent applicable, the GDPR, the Offeror, Guotai Junan Capital, Guotai Junan Securities, the Company and/or the Share Registrar has/have the right to charge a reasonable fee for the processing of any data access request (save to the extent that the GDPR applies, unless your request is clearly unfounded or excessive). 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, Guotai Junan Capital, Guotai Junan Securities, the Company or the Share Registrar (as the case may be). In addition, if the GDPR applies, you may request the erasure of your personal data (subject to certain limitations), the restriction of processing of personal data and the transfer of your personal data to another party in a machine-readable, commonly used and structured format.

If you wish to request further information about any of the above rights, or if you are unhappy with how personal data is handled, please contact the Offeror, Guotai Junan Capital, Guotai Junan Securities or the Share Registrar (as the case may be). If you are located in the European Union and are not satisfied with the response to your complaint or believe the processing of your personal data does not comply with the GDPR, you can make a complaint to the relevant supervisory authority.

BY SIGNING THIS FORM OF APPROVAL AND ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.

個人資料

個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關要約人、國泰君安融資、國泰君安證券、本公司及股份過戶登記處及有關個人資料及香港法例第486章《個人資料(私隱)條例》(「條例」)及在適用的範圍內就歐盟海外股東而言一般資料保護條例(法規(歐盟)第2016/679號(「一般資料保護條例」))之政策及慣例。

1. 收集 閣下個人資料之原因

就閣下之股份批准及/或接納部分要約時，閣下須提供所需之個人資料。倘未能提供所需資料，可能導致閣下之批准及/或接納在處理時變成無效、遭拒絕受理或受到延誤。同時亦可能妨礙或延遲寄發閣下根據部分要約應得之代價。就以下概述之用途使用閣下之個人資料對批准及接納部分要約而言實屬必要。

2. 用途

閣下於本批准及接納表格提供之個人資料可能使用、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之批准、接納及核實或遵循本批准及接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義進行之股份轉讓；
- 存置或更新股份之相關持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 分派來自要約人、本公司、其代理(如財務顧問)及/或股份過戶登記處之通訊；
- 編製統計資料及股東資料；
- 確定股東之受益權利；
- 披露相關資料以便申索權益；
- 根據法律、規則或規例之要求(無論法定或其他規定)作出披露；
- 有關要約人或本公司業務之任何其他用途；及
- 有關上文所述之任何其他附帶或關聯用途，以及股東可能不時同意或獲通知之其他用途。

我們將就所述之用途僅在必要時保留閣下之資料。這將取決於部分要約的進展、適用法律項下之義務以及與閣下的任何其他通訊，而當中需要繼續使用閣下的個人資料。

3. 轉交個人資料

本批准及接納表格提供之個人資料將會保密，惟要約人、國泰君安融資、國泰君安證券、本公司及/或股份過戶登記處可作出彼等認為必需之查詢，以確認個人資料之準確性，並以達致上述或有關任何上述用途之範圍為限，尤其彼等可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料：

- 要約人、國泰君安融資、國泰君安證券、本公司、彼等之任何代理及/或顧問以及股份過戶登記處；
- 為要約人、國泰君安融資、國泰君安證券、本公司及/或股份過戶登記處提供與其業務營運有關之行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行或建議進行交易之任何其他人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人、國泰君安融資、國泰君安證券、本公司及/或股份過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 查閱及更正個人資料

根據條例及(在適用範圍內)一般資料保護條例之規定，閣下有權確定要約人、國泰君安融資、國泰君安證券、本公司及/或股份過戶登記處是否持有閣下之個人資料、獲取該資料副本、以及更正任何錯誤資料。根據條例或(在適用範圍內)一般資料保護條例之規定，要約人、國泰君安融資、國泰君安證券、本公司及/或股份過戶登記處有權就辦理獲取任何查閱資料之要求收取合理費用(除受一般資料保護條例所限之外，則除非閣下之要求屬毫無根據或金額過多)。查閱資料或更正資料或查詢有關政策及措施及所持資料類別之所有要求，應向要約人、國泰君安融資、國泰君安證券、本公司或股份過戶登記處(視情況而定)提出。此外，如一般資料保護條例適用，閣下可要求刪除閣下的個人資料(須受若干限制)、限制使用個人資料以及將閣下的個人資料以機器可讀、常用及結構化之格式轉交至另一方。如閣下欲進一步瞭解上述任何權利，或閣下不滿使用其個人資料的方式，請聯繫要約人、國泰君安融資、國泰君安證券或股份過戶登記處(視情況而定)。如閣下身處於歐盟且不滿對閣下投訴之回覆或認為閣下的個人資料的使用方式不符合一般資料保護條例，閣下可向相關監管機構作出投訴。

簽署本批准及接納表格後，即表示閣下同意上述各項。