



盛京銀行
SHENGJING BANK

SHENGJING BANK CO., LTD.*

盛京銀行股份有限公司*

(A joint stock company incorporated in the People's Republic of China with limited liability)
(於中華人民共和國註冊成立的股份有限公司)

(Stock Code: 02066)

(股份代號：02066)

GREEN FORM OF ACCEPTANCE AND TRANSFER OF DOMESTIC SHARES WITH A NOMINAL VALUE OF RMB1.00 EACH IN THE ISSUED SHARE CAPITAL OF SHENGJING BANK CO., LTD.

盛京銀行股份有限公司已發行股本中
每股面值人民幣1.00元之內資股之綠色接納及過戶表格

To: Shengjing Bank Co., Ltd.*
致：盛京銀行股份有限公司*

No. 109 Beizhan Road, Shenhe District, Shenyang, Liaoning Province, the PRC
中國遼寧省瀋陽市瀋河區北站路109號

FOR THE CONSIDERATION stated below, the Transferor(s) named below accept(s) the Domestic Share Offer and hereby transfer(s) to the Transferee named below the Domestic Share(s) specified below subject to the terms and conditions contained herein (GREEN Form of Acceptance) and in the Composite Document as attached. The Transferee hereby agrees, based on the Offers announced publicly, to transfer the Domestic Share(s) specified below subject to the foregoing terms and conditions. The parties have entered into the share transfer agreement in respect of the Domestic Share(s) specified below by way of the Offers and this GREEN Form of Acceptance. 根據本接納及過戶表格(綠色接納表格)及隨附綜合文件所載條款及條件，下列轉讓人現按下列對價，接納內資股要約並將以下註明之內資股轉讓予下列承讓人。承讓人基於公開發佈的要約，謹此同意在遵守前述條款及條件的前提下，受讓以下註明之內資股。雙方通過要約及本綠色接納表格達成針對以下註明之內資股的股份轉讓協議。			
Number of Domestic Share(s) (Note 1) to be transferred 將予轉讓之內資股數目(附註1)	FIGURES 數目	WORDS 大寫	
Information on the transferred share(s) 轉讓股票信息	Stock code: HK02066 證券代碼：HK02066 Stock short name: SHENGJING BANK 證券簡稱：盛京銀行 Class of securities: Non-foreign listed shares of overseas listed companies 證券類別：境外上市公司非境外上市股份		
Full name and address of the Transferor(s) and the related information (Please use typewriter or block letters) 轉讓人全名及完整地址及相關信息 (請用打字機或正楷填寫)	By natural person shareholder 自然人股東填寫	Surname: 姓氏： Name: 名字：	
	By legal person shareholder 法人股東填寫	Name of company: 公司名稱：	
	Residential address or registered address (Please specify if the corresponding address is not the same): 住址或註冊地址(如聯繫地址不一致的請註明)：		
	Telephone number: 電話號碼：		
	Information on the holder (Information registered with CSDCC): 持有人信息(中國結算登記信息)：	Holder code: 持有人編碼：	
		Class of holder: 持有人類別：	
	Identification number (unified social credit code for legal persons, identity card number of natural person or other identification document (if no identity card number): 證件號碼(法人統一社會信用代碼，自然人身份證號或其他身份證件號碼(如無身份證))：		
	Information on consideration receiving bank account: (Please fill in the receiving bank account of shareholder, otherwise it will not be accepted; any incorrect filling of the account information will be at shareholder's own risk) (請填寫股東本單位或本人收款賬戶，否則將不予受理，賬戶信息填寫錯誤所致風險將由股東自行承擔)	Name of account opening bank (please specify full name): 開戶銀行名稱(請填寫全稱)：	
		Address of account opening bank : 開戶銀行地址：	
		Bank account name: 銀行賬戶名稱：	
Bank account number (or, in the case of natural person shareholder, Bank card number): 銀行賬戶號碼(自然人股東提供銀行卡號)：			
12-digit number of account opening bank (for legal person shareholder only): 開戶行12位行號(僅法人股東適用)：			
Swift code (for international transfer (offshore account) only): Swift代碼(僅國際業務(境外收款賬戶)適用)：			
Consideration 對價	RMB1.45 per Domestic Share in cash 每股內資股現金人民幣1.45元		
Transferer 承讓人	Name: Shenyang Shengjing Financial Holding Investment Group Co., Ltd.* 名稱：瀋陽盛京金融投資集團有限公司 Registered address: Room 247-5059, 2F, No. 109-1 (No. 109-1), Quanyun Road, Shenyang Area, China (Liaoning) Pilot Free Trade Zone 註冊地址：中國(遼寧)自由貿易試驗區瀋陽片區全運路109-1號(109-1號)2層247-5059室 Holder code: Z001010856 持有人編碼：Z001010856 Class of holder: state-owned 持有人類別：國有 Document number: 912101007157344624 證件號碼：912101007157344624 Class: limited liability company 類型：有限責任公司		
THE TRANSFEROR(S) REPRESENTS: 轉讓人聲明： (1) The Transferor(s) warrant(s) that the aforesaid information and materials provided are true, accurate, complete and lawful, and that the act, contents and procedures of this acceptance of the Offers are in compliance with the relevant provisions of the laws, administrative regulations, departmental rules and rules for securities registration and settlement business. Disputes and legal liabilities arising from the above information and materials provided being illegal, irregular or otherwise shall be borne by the Transferor(s) on his/her/its/their own and have nothing to do with CSDCC. (1) 轉讓人保證上述信息及所提供的材料真實、準確、完整、合法，本次接納要約行為、內容、程序符合法律、行政法規、部門規章和證券登記結算業務規則等有關規定。因上述信息及所提供的材料違法、違規及其他原因產生的糾紛和法律責任，由轉讓人自行承擔，與中國結算公司無關。 (2) The Transferor(s) acknowledge(s) and agree(s) that the share transfer shall be formally effective from the date of registration as recorded in the transfer registration confirmation issued by CSDCC. (2) 轉讓人知悉並同意本次股票過戶自中國結算公司出具的過戶登記確認書所記載的登記日起正式生效。			

* Shengjing Bank Co., Ltd. is not an authorized institution within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), not subject to the supervision of the Hong Kong Monetary Authority, and not authorized to carry on banking/deposit-taking business in Hong Kong

* 盛京銀行股份有限公司並非一家根據銀行業條例(香港法例第155章)之認可機構，並不受限於香港金融管理局的監督，亦不獲授權在香港經營銀行/接受存款業務

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 (Note 2) 見證人簽署(附註2)

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 MUST SIGN HERE
所有聯名登記持有人
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人簽署／公司印章(如適用)

Date of submission of this GREEN Form of Acceptance
提交本綠色接納表格之日期

Do not complete 請勿填寫本欄

Signed by or for and on behalf of the Transferee in the presence of:
承讓人或其代表在下列見證人見證下簽署：
SIGNATURE OF WITNESS 見證人簽署

NAME OF WITNESS 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Date 日期

For and on behalf of 代表
Shenyang Shengjing Financial Holding Investment Group Co., Ltd.*
瀋陽盛京金融投資集團有限公司

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

Note 1: Insert the total number of relevant Domestic Shares for which the Domestic Share Offer is accepted. If no number is specified or the number of Domestic Shares specified in this GREEN Form of Acceptance is greater than the number of Domestic Shares which are not encumbered, frozen or otherwise restricted held by you and represented by the share certificate(s) tendered for acceptance of the Offer, and you have signed this GREEN Form of Acceptance, this GREEN Form of Acceptance will be returned to you for correction and resubmission. Any corrected and valid GREEN Form of Acceptance must be re-submitted and received by Shengjing Bank Co., Ltd. on or before the latest time of acceptance of the Domestic Share Offer in order for it to be valid and counted towards fulfilling the acceptance condition.

附註1：請填上接納內資股要約之相應內資股總數。倘本綠色接納表格並無註明數目，或本綠色接納表格所註明的內資股數目多於閣下所持無質押、凍結或其他權利限制的內資股之數目，則本綠色接納表格將會退回給閣下以作更正。任何經更正及有效的綠色接納表格必須於接納內資股要約的最後時間或之前重新提交且由盛京銀行股份有限公司收訖，方可被視為滿足接納條件。

Note 2: In accordance with Hong Kong regulations, this GREEN Form of Acceptance shall constitute a deed and must be witnessed by a witness. The witness may be any natural person with full civil capacity other than the parties involved. The witness's information should be filled in truthfully.

附註2：按照香港規則本綠色接納表格將構成一項契據，需由見證人進行見證，見證人可以為除當事人以外的任意一位具有完全民事行為能力的自然人，見證人信息如實填寫即可。

THIS GREEN FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of the Domestic Share Offer, this GREEN Form of Acceptance or as to the action to be taken, you should consult a licensed securities dealer or other registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Domestic Shares in Shengjing Bank Co., Ltd., you should at once hand this GREEN Form of Acceptance and the Composite Document to the purchaser(s) or the 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 Domestic Share Offer to Domestic Shareholders who are citizens, residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant jurisdictions. Such Domestic Shareholders may be prohibited from accepting the Domestic Share Offer or affected by the laws of the relevant jurisdictions which may apply to the Domestic Share Offer and it is the responsibility of each such Domestic Shareholder who wishes to accept or take any other action in relation to the Domestic Share Offer to satisfy himself/herself/itself 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, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements and the payment of any issue, transfer or other taxes due from such Domestic Shareholder in such relevant jurisdictions. The Offeror, the Bank, CICC, and parties acting in concert with any of them and their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Domestic Share Offer shall be entitled to be fully indemnified and held harmless by the overseas Domestic Shareholders for any taxes as such person may be required to pay. Any acceptance of the Domestic Share Offer by any Domestic Shareholder will be deemed to constitute a representation and warranty from such Domestic Shareholder to the Offeror, the Bank and their respective advisers (including CICC) that all applicable laws and requirements have been complied with by such Domestic Shareholder and that the Domestic Share Offer can be accepted by such Domestic Shareholder lawfully under the laws of the relevant jurisdiction. Domestic Shareholders should consult their professional advisers if in doubt.

HOW TO COMPLETE THIS GREEN FORM OF ACCEPTANCE

This GREEN Form of Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this GREEN Form of Acceptance.

You should read the Composite Document before completing this GREEN Form of Acceptance. The Domestic Share Offer is conditional. To accept the Domestic Share Offer made by the Offeror, you should duly complete and sign this GREEN Form of Acceptance and forward this GREEN Form of Acceptance, together with the documents set out in paragraph 1.2(c) of Appendix I to the Composite Document (the “Documents”) in an envelope marked “Shengjing Bank Domestic Share Offer” by post to the Bank’s registered office in the PRC at No. 109 Beizhan Road, Shenhe District, Shenyang, Liaoning Province, the PRC or to deliver such envelope in person or via fully authorised personnel during working hours (8:30-11:30 and 13:30-17:30 (Beijing time) Mondays to Fridays, excluding PRC public holidays) on-site to the collection centre specifically set up by the Bank for the Domestic Share Offer at Shenyang International Exhibition Center, No. 9 Huizhan Road, Sujiatun District, Shenyang as soon as possible and in any event so as to reach the Bank at any of the aforesaid addresses no later than 4:00 p.m. (Hong Kong time) on 21 October 2025 (Tuesday), being the First Closing Date, or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code.

GREEN FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE DOMESTIC SHARE OFFER

To: The Offeror, CICC and Shengjing Bank Co., Ltd. (the “Bank”)

1. My/Our execution of this GREEN Form of Acceptance (whether or not this GREEN Form of Acceptance is dated) and other required documentation as specified in the Composite Document shall be binding on my/our successors and assignees and shall constitute:
 - (a) my/our irrevocable acceptance of the Domestic Share Offer made by 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 Domestic Shares specified in this GREEN Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to the Offeror to pay by wire transfer the cash consideration to which I/we shall have become entitled under the terms of the Domestic Share Offer after deducting all sellers’ transfer fee in respect of the Domestic Share Offer payable by me/us in connection with my/our acceptance of the Domestic Share Offer and taxes liable to be withheld, at my/our risk to the person and the bank account stated in this GREEN Form of Acceptance above no later than seven Business Days following the later of (i) the date on which the Domestic Share Offer becomes or is declared unconditional in all respects and (ii) the date on which all the relevant documents are received by the Bank to render such acceptance under the Domestic Share Offer complete and valid/as soon as practicable after the registration and transfer to the Offeror of all the Domestic Shares tendered for acceptance under the Domestic Share Offer has been completed;
 - (c) my/our irrevocable appointment of any director or officer of the Offeror, CICC, the Bank, or such other person as any of them may direct, as my/our agent (the “Agent”), and an irrevocable authority and instruction to the Agent to complete, amend and execute this GREEN Form of Acceptance and/or any other document at the Agent’s discretion on my/our behalf in connection with my/our acceptance of the Domestic Share Offer and to do any other act that may 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 Domestic Share(s) tendered for acceptance under the Domestic Share Offer (including the registration and transfer of such Domestic Shares);
 - (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 transfer my/our Domestic Share(s) tendered for acceptance under the Domestic Share Offer to the Offeror or such person or persons as it or such address provided by me/us may direct free from all liens, charges, encumbrances, pre-emptive rights and any other third party rights of any nature and together with all rights and benefits attaching to them or subsequently becoming attached to them, including the right to receive all dividends, other distributions and return of capital, if any, announced, declared, made or paid after the date on which my/our Domestic Share(s) is/are transferred to the Offeror; and
 - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or its agents or such person or persons as it may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Domestic Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror that (i) I/we has/have full power and authority to tender, sell, assign and transfer all the Domestic Shares specified in this GREEN Form of Acceptance and (ii) the Domestic Share(s) specified in this GREEN Form of Acceptance acquired under the Domestic Share Offer are sold free from all liens, charges, encumbrances, pre-emptive rights and any other third party rights of any nature and together with all rights and benefits attaching to them or subsequently becoming attached to them, including the right to receive all dividends, other distributions and return of capital, if any, announced, declared, made or paid after the date on which my/our Domestic Share(s) is/are transferred to the Offeror.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Domestic Share Offer, all instructions, authorisations 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 Documents, together with this GREEN Form of Acceptance duly cancelled, by ordinary post at my/our risk to me or the first-named of us (in the case of joint registered Domestic Shareholders) at the registered address shown in the register of members of the Bank.
4. I/We enclose the Documents which are to be held by you on the terms and conditions of the Domestic Share Offer. I/We understand that no acknowledgement of receipt of any GREEN Form of Acceptance or Documents will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We represent and warrant to each of the Offeror, CICC that I am/we are the registered Domestic Shareholder(s) of the number of Domestic Share(s) specified in this GREEN Form of Acceptance and I/we have the full right, power and authority to tender, sell, assign or transfer title and ownership of my/our Domestic Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Domestic Share Offer.
6. I/We represent and warrant to each of the Offeror, the Bank, CICC and/or their respective advisers that I/we have satisfied all applicable laws and requirements in connection with my/our acceptance of the Domestic Share Offer and that the Domestic Share Offer can be accepted by me/us lawfully under the laws of the relevant jurisdiction, including the obtaining of any governmental, exchange control or other consents, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements that I/we have not taken or omitted to take any action which will or may result in any members in the Offeror, the Bank, CICC or parties acting in concert with any of them or any of their respective ultimate beneficial owners, directors, officers, agents or associates or any other person involved in the Offers acting in breach of the legal or regulatory requirements of any territory in connection with the Domestic Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Domestic Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
7. I/We represent and warrant to each of the Offeror, the Bank and/or such person or persons as any of them may direct that I/we shall be fully responsible for payment of any transfer or other taxes, duties and other required payments payable by me/us in each relevant jurisdiction, save for any transfer tax payable in excess already withheld.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this GREEN Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Domestic Shares sold to the Offeror by way of acceptance of the Domestic Share Offer will be registered under the name of the Offeror or its nominee.
10. I/We acknowledge that, pursuant to applicable rules of CSDCC, the Domestic Share Offer Transfer Fee is required to be paid by the Offeror and me/us under the Domestic Share Offer in equal shares. In this connection, the Domestic Share Offer Transfer Fee that I/we are required to pay will be deducted by the Offeror when settling the consideration and such deducted amount will be passed to the Bank for the sole purpose of implementing the registration and transfer of the Domestic Shares. No invoice or other payment proof will be issued to me/us by the Offeror or the Bank regarding the payment of any transfer fees in connection with my/our acceptance of the Domestic Share Offer. If I/we require such documentation, I/we shall liaise with CSDCC directly.

本綠色接納表格乃重要文件，請即處理。 閣下如對內資股要約或本綠色接納表格之任何方面或應採取之行動有任何疑問，應諮詢持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之盛京銀行股份有限公司內資股全部售出或轉讓，應立即將本綠色接納表格及綜合文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

向屬於香港以外司法管轄區的公民、居民或國民的內資股股東作出內資股要約，可能須遵守相關司法管轄區的法律。該等內資股股東可能被相關司法管轄區適用於內資股要約的法律禁止接納內資股要約或受影響，有意接納內資股要約或就內資股要約採取任何其他行動的各相關內資股股東有責任就此全面遵守相關司法管轄區的法律，包括取得遵照所有必要手續或法律或法規要求可能所需的任何政府、外匯管制或其他同意或備案登記要求以及支付相關內資股股東於相關司法管轄區繳納的任何發行、轉移或其他稅項。要約人、本行、中金公司以及其中任何一方的一致行動人士及其各自的最終實益擁有人、董事、高級職員、代理人、顧問及聯繫人以及參與內資股要約的任何其他人士均有權就海外內資股股東可能須支付的任何稅項獲內資股海外股東全數彌償並使其免受損害。任何內資股股東的任何接納內資股要約將被視為構成該內資股股東對要約人、本行及其各自的顧問(包括中金公司)的聲明和保證，即該內資股股東已遵守所有適用的法律及要求，並且該內資股股東可在相關司法管轄區的法律下合法地接納內資股要約。內資股股東如有疑問應諮詢其專業顧問。

本綠色接納表格填寫方法

本綠色接納表格應與綜合文件一併閱讀。綜合文件附錄一之條文已經收錄在本綠色接納表格內，並構成其中一部分。

閣下請細閱綜合文件後填寫本綠色接納表格。內資股要約為有條件要約。 閣下如欲接納由要約人提出之內資股要約，應填妥及簽署本綠色接納表格，連同綜合文件附錄一第1.2(c)段所述的各項文件(「該文件」)(信封面須註明「盛京銀行內資股要約」)，以郵寄方式送交至本行位於中國的註冊辦事處(地址為中國遼寧省瀋陽市瀋河區北站路109號)，或親自或通過全權授權人員於辦公時間內(星期一至五8:30-11:30，13:30-17:30(北京時間)，中國法定節假日除外)將該信封以現場方式送交本行就內資股要約專門設立的收集中心(地址為瀋陽市蘇家屯區會展路9號瀋陽國際展覽中心)，方為有效，惟無論如何須於首個截止日期2025年10月21日(星期二)下午四時正(香港時間)(或要約人根據收購守則規定可能決定及公告之有關較後時間及/或日期)前送達上述任一地址予本行。

內資股要約之綠色接納及過戶表格

致：要約人、中金公司及盛京銀行股份有限公司(「貴行」)

- 本人／吾等一經簽署本綠色接納表格(不論本綠色接納表格是否已註明日期)及其他綜合文件所註明之所需文件，即表示本人／吾等之承繼人及受讓人將受此約束，並表示：
 - 本人／吾等按綜合文件及本綠色接納表格所述對價，不可撤回地按照並遵守當中所述條款及條件，就本綠色接納表格所註明之內資股數目接納綜合文件所載由要約人提出之內資股要約；
 - 本人／吾等不可撤回地指示及授權要約人，就本人／吾等根據內資股要約之條款應得之現金對價(扣除本人／吾等就本人／吾等接納內資股要約應付之所有賣方內資股要約過戶費及應被扣繳稅項)，於不晚於(i)內資股要約在各方面成為或宣告成為無條件當日與(ii)貴行收到所有有關文件以使該項內資股要約接納完成及有效當日(以較後者為準)後的七個營業日內／所有接納內資股要約的內資股完成註冊及轉讓給要約人後盡快以電匯方式向本綠色接納表格上述所載人士賬戶號碼支付，風險概由本人／吾等承擔；
 - 本人／吾等不可撤回地委任任何要約人的董事或職員、中金公司、貴行或任何彼等可能指示的其他相關人士為本人／吾等之代理人(「代理人」)，並不可撤回授權及指示代理人，酌情代表本人／吾等填妥、修改及簽立本綠色接納表格及／或任何其他有關本人／吾等接納內資股要約之文件，以及辦理任何其他必需、適宜或權宜之手續(包括該等內資股的登記及過戶)，以將本人／吾等根據內資股要約而提呈接納之內資股，歸屬於要約人及／或其可能指定之一名或多名有關人士；
 - 本人／吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項，以將本人／吾等根據內資股要約提交接納之內資股轉讓予要約人或其可能指定之有關人士，該等股份並不附帶任何留置權、押記、產權負擔、優先認購權或任何性質的第三方權利，而會連同該等股份已附帶或其後附帶之一切權利及利益，包括於該等股份轉讓給要約人的日期之後就此公佈、宣派、作出或派付之所有股息、其他分派及股本回報(如有)之權利；及
 - 本人／吾等同意追認由要約人或其代理人或其可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜。
- 本人／吾等明白本人／吾等接納內資股要約，將被視為構成本人／吾等向要約人聲明及保證，(i)本人／吾等有全部權力及授權提交、出售、出讓及轉讓本綠色接納表格中列明的所有內資股及(ii)根據內資股要約購入本綠色接納表格中所列明之內資股在出售時概不附帶任何留置權、押記、產權負擔、優先認購權或任何性質的任何其他第三方權利，而會連同該等股份已附帶或其後附帶之一切權利及利益，包括於本人／吾等之內資股轉讓予要約人日期之後收取所公佈、宣派、作出或派付之所有股息、其他分派及股本回報(如有)之權利。
- 倘本人／吾等之接納根據內資股要約之條款乃屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效，且在此情況下，本人／吾等授權並懇請 閣下將本人／吾等之該文件歸還本人／吾等，連同已正式註銷之本綠色接納表格按貴行股東名冊所示登記地址以平郵方式寄予本人或吾等當中名列首位者(如為聯名登記內資股股東)，郵誤風險概由本人／吾等自行承擔。
- 本人／吾等茲附上與本人／吾等所持全部或部分內資股相關的該文件，由 閣下按內資股要約之條款及條件予以保存。本人／吾等明白接受任何綠色接納表格或該文件概不獲發收據。本人／吾等亦了解以平郵方式寄發之所有文件之一切郵誤風險概由本人／吾等自行承擔。
- 本人／吾等向要約人、中金公司各自作出聲明及保證，本人／吾等為本綠色接納表格所註明之內資股數目之註冊內資股股東，而本人／吾等具有全部權利、權力及授權，以接納內資股要約之方式向要約人提交、出售、出讓或轉讓本人／吾等內資股之權屬及所有權(連同其所累算或附帶之一切權利)。
- 本人／吾等向要約人、貴行、中金公司及／或其各自的顧問各自作出聲明及保證，本人／吾等已遵守關於本人／吾等接納內資股要約之所有適用法律及規定且內資股要約可由本人／吾等根據相關司法管轄區的法律依法接納，包括為遵守一切必要手續或法律或監管規定所需獲得任何政府、外匯管制或其他同意或申報及登記規定，而本人／吾等並無採取或遺漏採取任何行動將導致或可能導致要約人的任何成員、貴行、中金公司或彼等任何一方的一致行動人士或彼等各自的最終實益擁有人、董事、高級人員、代理或聯繫人或參與要約的任何其他人士就內資股要約或本人／吾等的接納違反任何地區的法律或監管規定，且本人／吾等根據所有適用法律獲准接受及接納內資股要約及其任何修訂本，而根據所有適用法律，有關接納均為有效及具有約束力。
- 本人／吾等向要約人、貴行及／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／吾等將會全權負責支付本人／吾等於各相關司法管轄區除已扣繳外的其他應付之任何轉移稅或其他稅項、關稅及其他規定付款。
- 本人／吾等知悉，除在綜合文件及本綠色接納表格清楚規定之外，所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。
- 本人／吾等確認以接納內資股要約之方式售予要約人之本人／吾等之內資股將以要約人或其代名人義登記。
- 本人／吾等確認，根據中國結算公司的適用規則，內資股要約過戶費須由要約人及本人／吾等根據內資股要約按等額方式支付。就此而言，本人／吾等須支付的內資股要約過戶費將由要約人於結算對價時扣除，該扣除金額將轉交貴行，僅供辦理內資股登記及過戶之用。要約人或貴行不會就本人／吾等接納內資股要約而向本人／吾等發出有關支付任何過戶費的發票或其他付款證明。如本人／吾等需要相關憑證，本人／吾等需直接與中國結算公司聯絡。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, CICC and the Bank in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Ordinance”).

1. Reasons for the collection of your personal data

To accept the Domestic Share Offer for your Domestic Shares, you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being invalidated, rejected or delayed. It may also prevent or delay the dispatch of the consideration to which you are entitled under the Offer. It is important that you should inform the Offeror, CICC and/or the Bank immediately of any inaccuracies in the data supplied.

2. Purposes

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

- processing your acceptance and verification of your compliance with the terms and application procedures set out in this GREEN Form of Acceptance and the Composite Document;
- registering transfers of the Domestic Share(s) out of your name(s);
- maintaining or updating the relevant register of Domestic Shareholders;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as CICC and the Bank and their respective advisers;
- compiling statistical information and Domestic Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Domestic Share Offer;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror or the Bank; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, and/or the Bank to discharge its obligations to the Domestic Shareholders and/or under applicable regulations and any other purposes to which the Domestic Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this GREEN Form of Acceptance will be kept confidential but the Offeror and CICC and/or the Bank 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, its subsidiaries or holding companies and/or their respective agent(s), such as CICC and the Bank and overseas principal registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, CICC and/or the Bank, in connection with the operation of their business;
- 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 institution in securities; and
- any other persons or institutions whom the Offeror, CICC and/or the Bank considers to be necessary or desirable in the circumstances.

4. Retention of Personal data

The Offeror, CICC and/or the Bank 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 to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, CICC and/or the Bank 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, CICC and/or the Bank have the right to charge a reasonable fee for the processing of any data access request. 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, CICC and/or the Bank (as the case may be).

BY SIGNING THIS GREEN FORM OF ACCEPTANCE YOU AGREE TO ALL OF THE ABOVE

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、中金公司及本行有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

1. 收集閣下個人資料的原因

為就閣下之內資股接納內資股要約，閣下須提供所需之個人資料。未能提供所需資料可能導致所處理閣下之接納無效、被拒或受到延誤。其亦可能妨礙或延遲寄發閣下根據要約有權收取之對價。重要的是，如所提供的資料有任何不準確之處，閣下須即時知會要約人及中金公司及／或本行。

2. 用途

閣下於本綠色接納表格提供之個人資料可能會以任何方式用作、持有及／或保存作下列用途：

- 處理閣下之接納及核實閣下是否已遵循本綠色接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義作出之內資股轉讓；
- 保存或更新有關內資股股東名冊；
- 核實或協助核實簽名以及進行任何其他資料核實或交換；
- 由要約人及／或其代理人(如中金公司)及本行及其各自的顧問發佈通訊；
- 編製統計資料及內資股股東概況；
- 按法例、規則或規例(無論法定或其他規定)之要求作出披露；
- 確立閣下於內資股要約項下之權益；
- 披露有關資料以方便進行權益申索；
- 有關要約人或本行業務之任何其他用途；及
- 有關上文所述及／或使要約人及／或本行能夠履行其對內資股股東及／或在適用法規下的義務的任何其他附帶或關連用途及內資股股東可能不時同意或知悉的任何其他用途。

3. 轉交個人資料

於本綠色接納表格所提供之個人資料將作為機密資料保存，惟要約人及中金公司及／或本行為達致上述或有關任何上述之用途，可能作出彼等認為必須之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外的地區)該等個人資料：

- 要約人、其附屬公司或控股公司及／或其各自的代理人(如中金公司)及本行及海外主要登記處；
- 為要約人及中金公司及／或本行之業務經營提供行政、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；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，如閣下的銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 要約人及中金公司及／或本行認為必須或適當情況下之任何其他人士或機構。

4. 保留個人資料

要約人及中金公司及／或本行將按收集個人資料所需的用途保留本表格所提供的個人資料。無需保留的個人資料將會根據該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例規定，閣下有權確認要約人及中金公司及／或本行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。根據該條例，要約人、中金公司及／或本行有權就處理獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約人及中金公司及／或本行(視情況而定)。

閣下一經簽署本綠色接納表格即表示同意上述所有條款

Power of Attorney

授權委託書

(For Domestic Share Registration in respect of the Domestic Share Offer of Shengjing Bank Co., Ltd.#)
(關於辦理盛京銀行股份有限公司#內資股要約收購內資股股份過戶登記)

Principal:

授權委託人：

Holder Code:

持有人編碼：

Identification Document Number:

證件號碼：

Attorney-in-fact 1: Zhou Ying

受託人一：周穎

Identification Number:

證件號碼：

Position: The Office of the Board of Directors of Shengjing Bank Co., Ltd.

職務：盛京銀行股份有限公司董事會辦公室

Attorney-in-fact 2: Li Ji

受託人二：李驥

Identification Number:

證件號碼：

Position: The Office of the Board of Directors of Shengjing Bank Co., Ltd.

職務：盛京銀行股份有限公司董事會辦公室

Attorney-in-fact 3: Han Haiyong

受託人三：韓海勇

Identification Number:

證件號碼：

Position: The Office of the Board of Directors of Shengjing Bank Co., Ltd.

職務：盛京銀行股份有限公司董事會辦公室

I hereby authorize the above three officers of Shengjing Bank Co., Ltd.[#] as my attorneys-in-fact to **individually or jointly** handle all matters in relation to share registration for our company/me and Shenyang Shengjing Financial Holding Investment Group Co., Ltd.* (the “**Offeror**”) at China Securities Depository and Clearing Co., Ltd. in respect of the offer by the Offeror to acquire the domestic shares held by our company/me.

現授權盛京銀行股份有限公司[#]如上述三名工作人員作為本實際授權人**單獨或者共同**全權負責本公司／本人與瀋陽盛京金控投資集團有限公司(「**要約人**」)在中國證券登記結算有限責任公司辦理有關要約人於要約收購本公司／本人所持有的內資股股份過戶登記相關的全部事宜。

Principal:

授權委託人：

(Seal/Signature)

(蓋章／簽名)

Legal Representative of the Principal

(applicable to legal person shareholders):

授權委託人法定代表人(法人股東適用)：

(Signature)

(簽名)

* *For identification purpose only*

* 僅供識別

[#] *Shengjing Bank Co., Ltd. is not an authorized institution within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), not subject to the supervision of the Hong Kong Monetary Authority, and not authorized to carry on banking/deposit-taking business in Hong Kong*

[#] 盛京銀行股份有限公司並非銀行業條例(香港法例第155章)所界定的認可機構，故不受香港金融管理局的監督，且不獲授權在香港經營銀行／接受存款業務