

Unless the context otherwise requires, terms used in this form of acceptance and transfer shall bear the same meanings as defined in the composite offer and response document dated 27 November 2020 (the "Composite Document") issued jointly by Taobao China Holding Limited as the offeror and Sun Art Retail Group Limited as the offeree company. 除文義另有所指外，本接納及過戶表格所用詞語之定義與淘寶中國控股有限公司作為要約人及高鑫零售有限公司作為受要約公司於2020年11月27日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定者具有相同涵義。

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**FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.**  
本接納及過戶表格在 閣下欲接納要約時適用。

**SUN ART**  
**Retail Group Limited**

**SUN ART RETAIL GROUP LIMITED**

**高鑫零售有限公司**

(Incorporated in Hong Kong with limited liability)  
(於香港註冊成立之有限公司)  
(Stock Code: 6808)  
(股份代號: 6808)

**FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES IN ISSUE OF SUN ART RETAIL GROUP LIMITED**

**高鑫零售有限公司已發行普通股之接納及過戶表格**

**All parts should be completed except the sections marked "Do not complete"**  
除註明「毋須填寫」的部分外，每項均須填妥

Hong Kong branch share registrar      Computershare Hong Kong Investor Services Limited      Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong  
香港股份過戶登記處      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1712-1716室

|  |  |   |
|--|--|---|
| <b>FOR THE CONSIDERATION</b> stated below, the "Transferor(s)" named below hereby accept(s) the offer and transfer(s) to the "Transferee" named below the Share(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.<br>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，接納要約並將以下註明之股份轉讓予下列「承讓人」。 |  |   |
| <b>Number of Share(s)</b> <sup>(Note 1)</sup><br>股份數目  | <b>FIGURES</b><br>數目                                     | <b>WORDS</b><br>大寫  |
| <b>Share certificate number(s)</b><br>股票號碼   |  |   |
| <b>TRANSFER FROM TRANSFEROR(S)</b><br><b>name(s) and address(es) in full</b><br>轉讓自轉讓人<br>全名及地址<br>(EITHER TYPEWRITTEN OR WRITTEN<br>IN BLOCK CAPITALS)<br>(請用打字機或正楷填寫)  | Family name(s) or company name(s):<br>姓氏或公司名稱：           | Forename(s):<br>名字：   |
|  | Registered address:<br>登記地址：                             |   |
|  | Telephone number:<br>電話號碼：                               |   |
| <b>CONSIDERATION</b> <sup>(Note 2)</sup><br>代價   | HK\$8.10 in cash for each Offer Share<br>每股要約股份為現金8.10港元 |   |
| <b>TRANSFER TO TRANSFEE</b><br>轉讓予承讓人  | Name 名稱：   | Taobao China Holding Limited<br>淘寶中國控股有限公司  |
|  | Correspondence address 通訊地址：                             | 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong<br>香港銅鑼灣勿地臣街1號時代廣場1座26樓 |
|  | Occupation 職業：   | Corporation<br>法人團體   |

Signed by or for and on behalf of the Transferor(s) in the presence of:  
轉讓人或其代表在下列見證人見證下簽署：

SIGNATURE OF WITNESS 見證人簽署

NAME OF WITNESS 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

**ALL JOINT  
HOLDERS  
MUST  
SIGN HERE**  
所有聯名  
持有人均須於  
本欄個別簽署



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

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

**Do not complete 毋須填寫**

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

For and on behalf of  
代表  
Taobao China Holding Limited  
淘寶中國控股有限公司  
Authorised Signatory(ies)  
授權簽署人

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

**SIGNED** by the parties to this transfer, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_  
由轉讓雙方於202\_\_\_\_年\_\_\_\_月\_\_\_\_日簽署

**Note 1:** Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater or smaller than your registered holding of Share(s) or those physical Share(s) tendered for acceptance of the Offer and you have signed this form, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time and date for acceptance of the Offer.

**附註1:** 請填上接納要約所涉及之股份總數。倘並無填寫數目或倘所填寫之數目大於或少於 閣下登記持有之股份數目或就接納要約所交回之股份數目，而 閣下已簽署本表格，則本表格將退回 閣下作更正及再行提交。任何經更正之表格必須於接納要約之最後日期及時間或之前再行提交並送交過戶登記處。

**Note 2:** The consideration will be paid to an accepting Shareholder less seller's ad valorem stamp duty.

**附註2:** 向接納股東支付的代價將扣除賣方從價印花稅。

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

If you are in any doubt as to any aspect of the Offer, this form of acceptance and transfer 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 Shares, you should at once hand this form of acceptance and transfer and the accompanying 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 the transferee(s).

The making of the Offer to an Overseas Shareholder may be affected by the laws of the relevant jurisdictions in which they are resident. If you are an Overseas Shareholder, you should inform yourself about and observe any applicable requirements in your jurisdiction (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdictions) and, where necessary, consult your own professional advisers. Acceptance of the Offer by you will constitute a warranty by you that you (i) are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, (ii) have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required, and (iii) have complied with any other necessary formality and have paid any issue, transfer or other taxes due from you in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on whether to accept the Offer.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER**

This form of acceptance and transfer should be read in conjunction with the accompanying Composite Document.

The Offer is unconditional in all respects. To accept the Offer made by China International Capital Corporation Hong Kong Securities Limited ("CICC") for and on behalf of Taobao China Holding Limited (the "Offeror"), you should complete and sign this form of acceptance and transfer and send this form, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole of your holding of Shares or, if applicable, for not less than such number of Shares in respect of which you intend to accept the Offer, to the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong ("Registrar"), by post or by hand, marked "Sun Art Offer" on the envelope, as soon as possible and in any event reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on Friday, 18 December 2020, 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. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

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

**To: CICC and the Offeror**

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:
  - (a) my/our acceptance of the Offer made by CICC for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this form of acceptance and transfer;
  - (b) my/our irrevocable instruction and authority to the Offeror and/or CICC and/or any of their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer after deducting the sellers' ad valorem stamp duty (if any) payable by me/us in connection with my/our acceptance of the Offer, and if applicable, the fees payable to the 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 of members of the Company;  
*(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)*  
**Name:** (in block capitals) \_\_\_\_\_  
**Address:** (in block capitals) \_\_\_\_\_
  - (c) my/our irrevocable instruction and authority to the Offeror and/or CICC and/or the Registrar or such person or persons as any of them may direct for the purpose, on my/our behalf, 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 Offer and to cause the same to be stamped and to cause an endorsement to be made on this form of acceptance and transfer in accordance with the provisions of that Ordinance;
  - (d) my/our irrevocable instruction and authority to the Offeror and/or CICC and/or the Registrar or such person or persons as any of them may direct to complete, amend and execute the form of acceptance or any document on my/our behalf including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Offer;
  - (e) 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 Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all Encumbrances together with all rights and benefits attaching to them as at the date of the Composite Document or subsequently becoming attached to them, including the right to receive all dividends, distributions and any return of capital, if any, which may be paid, made or declared, or agreed to be made or paid thereon or in respect thereof on or after the date on which the Offer is made, being the date of the Composite Document, unless the Offeror has reduced the Offer Price in respect of any dividend declared, paid/made or agreed to be paid/made by the Company up to the close of the Offer;
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CICC or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
  - (g) my/our irrevocable instruction and authority to the Offeror and/or CICC or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such Share certificate(s) subject to the terms of the Offer as if it/they were Share certificate(s) delivered to the Registrar together with this form of acceptance and transfer.
2. I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Offeror, CICC and the Company that the number of Share(s) specified in this form of acceptance and transfer will be sold free from all Encumbrances and together with all rights and benefits attaching to them as at the date of the Composite Document or subsequently becoming attached to them, including but not limited to the right to receive all dividends, distributions and any return of capital, if any, which may be paid, made or declared, or agreed to be made or paid thereon or in respect thereof on or after the date on which the Offer is made, being the date of the Composite Document, unless the Offeror has reduced the Offer Price in respect of any dividend declared, paid/made or agreed to be paid/made by the Company up to the close of the Offer.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the 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 Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our own risk to the person and address stated in 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of member of the Company.  
*Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offeror and/or CICC or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).*
4. I/We enclose the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which are to be held by you on the terms of the Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, Share certificate(s), transfer receipt(s) and/or other document(s) of title (and/or 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 and represent to the Offeror, the Company and CICC that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this form of acceptance and transfer and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Offer.
6. I/We warrant to the Offeror, the Company and CICC that I/we have observed and are permitted under all applicable laws where my/our address is located as set out in the register of members of the Company to receive and accept the Offer, and any revision thereof; and that I/we have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required; and that I/we have complied with any other necessary formality and has paid any issue, transfer or other taxes due from me/us in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws.
7. I/We warrant to the Offeror, the Company and CICC that I/we shall be fully responsible for payment of any transfer or cancellation or other taxes and duties due payable by me/us in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.

本接納及過戶表格乃重要文件，請即處理。

閣下如對要約、本接納及過戶表格之任何內容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。

閣下如已售出或轉讓閣下之所有股份，應立即將本接納及過戶表格及隨附之綜合文件送交買方或承讓人，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，以便轉交買方或承讓人。

向海外股東提出要約，或會受其居住所在之有關司法權區之法律影響。倘閣下為海外股東，則應自行了解並遵守閣下所在司法權區之任何適用規定（包括取得任何可能需要之政府或其他同意或遵守其他必要之正式手續，並支付該等司法權區之任何轉讓或其他應付稅項），以及（如有需要）諮詢閣下本身之專業顧問。閣下接納要約，即構成閣下保證閣下(i)根據所有適用法律獲准接收及接納要約及其任何修訂，(ii)已遵照與該接納有關之相關司法權區所有適用法律法規，包括取得任何可能需要之政府或其他同意，及(iii)已遵守任何其他必要之手續及已支付該司法權區之任何發行、轉讓或其他閣下應付稅項，而且該接納根據所有適用法律為有效及具約束力。閣下務請就是否接納要約徵詢專業意見。

#### 如何填寫本接納及過戶表格

本接納及過戶表格應與隨附之綜合文件一併閱讀。

要約於所有方面為無條件。閣下如欲接納中國國際金融香港證券有限公司（「中金」）為及代表淘寶中國控股有限公司（「要約人」）提出之要約，應填妥並簽署本接納及過戶表格，並在實際可行情況下盡早將本表格連同閣下所持全部股份（如適用）不少於閣下有意接納要約之股份數目之股票及／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彌償保證）以郵遞或專人送交本公司的香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室（「過戶登記處」），信封面請註明「高鑫要約」，並在任何情況下不得遲於2020年12月18日（星期五）（即首個截止日期）下午四時正（香港時間）前（或要約人可能決定並接收購守則公佈之較後日期及／或時間）送達過戶登記處。綜合文件附錄一之條文已納入本接納及過戶表格並成為其中部分。

#### 要約之接納及過戶表格

致：中金及要約人

1. 本人／吾等簽立本接納及過戶表格（不論該表格有否已註明日期）對本人／吾等之繼承人及受讓人具約束力，並構成：

- (a) 本人／吾等按綜合文件及本接納及過戶表格所載代價及條款與條件，就本表格所列明之股份數目，接納由中金為及代表要約人提出並載於綜合文件的要約；
- (b) 本人／吾等不可撤回地指示及授權要約人及／或中金及／或任何彼等各自之代理人以平郵方式將本人／吾等根據要約之條款應得之現金代價（扣除本人／吾等就本人／吾等接納要約應付之賣方從價印花稅（如有）及（如適用）就遺失或未能提供之股票應付過戶登記處之費用），以「不得轉讓—只准入抬頭人賬戶」方式劃線開出支票予本人／吾等，然後按以下地址寄予以下人士，或如無於下欄填上姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者（如屬聯名登記股東），郵誤風險概由本人／吾等承擔；

（倘收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上接收支票人士之姓名及地址。）

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及／或中金及／或過戶登記處或彼等任何一方就此指定之有關人士，代表本人／吾等訂立及簽立依據香港法例第117章印花稅條例第19(1)條規定本人／吾等作為根據要約出售股份之賣方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接納及過戶表格背書證明；
- (d) 本人／吾等不可撤回地指示及授權要約人及／或中金及／或過戶登記處或彼等任何一方指定之有關人士，代表本人／吾等填妥、修訂及簽立接納表格或任何文件，包括但不限於在本接納及過戶表格填上日期，或如本人／吾等或任何其他人士已填上日期，則刪去該日期，然後填上另一日期，以及採取任何其他必需或權宜之行動，使本人／吾等就接納要約而提呈之股份轉歸要約人或其指定之有關人士所有；
- (e) 本人／吾等承諾透過進一步確保於必要或合宜時簽立其他文件及辦理有關其他行動及事項，以將本人／吾等就接納要約而提呈之股份轉讓予要約人或其指定的有關人士，該等股份不附帶所有產權負擔，並連同於綜合文件日期附帶或隨後附帶之所有權利及利益，包括收取所有於作出要約當日（即綜合文件日期）或之後就該等股份支付、作出或宣派或同意作出或支付之股息、分派及任何股本回報（如有）之權利，除非要約人已在要約價中減去本公司直至要約截止前所宣派、支付／作出或同意支付／作出的任何股息；
- (f) 本人／吾等同意追認要約人及／或中金或彼等各自之代理人或彼等指定之有關人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜；及
- (g) 本人／吾等不可撤回地指示及授權要約人及／或中金或彼等任何一方各自之代理人，代表本人／吾等憑隨附經本人／吾等正式簽署之過戶收據向本公司或過戶登記處領取本人／吾等就股份應獲發之股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處根據要約之條款持有該等股票，猶如該（等）股票已連同本接納及過戶表格一併送交過戶登記處。
2. 本人／吾等明白，本人／吾等接納要約將構成本人／吾等向要約人、中金及本公司保證，本接納及過戶表格所註明的股份數目將不附帶所有產權負擔，並連同於綜合文件日期附帶或隨後附帶的所有權利和利益出售，包括但不限於收取所有於作出要約當日（即綜合文件日期）或之後就該等股份支付、作出或宣派或同意作出或支付之股息、分派及任何股本回報（如有）之權利，除非要約人已在要約價中減去本公司直至要約截止前所宣派、支付／作出或同意支付／作出的任何股息。
3. 倘按要約之條款本人／吾等之接納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。在此情況下，本人／吾等授權並懇請閣下將本人／吾等之股票及／或過戶收據及／或其他所有權文件（及／或就此所需並令人信納之彌償保證）連同已正式註銷之本接納及過戶表格以平郵一併寄予上文1(b)所列之人士及地址，或如未有列明姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者（如為聯名登記股東），郵誤風險概由本人／吾等承擔。

附註：倘閣下交出一份或以上過戶收據，而要約人及／或中金或彼等各自之代理人已代表閣下從本公司或過戶登記處領取有關股票，則發還予閣下者將為該（等）股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部分股份之相關股票及／或過戶收據及／或其他所有權文件（及／或就此所需並令人信納之任何彌償保證），由閣下按要約之條款予以保存。本人／吾等明白任何交回之接納及過戶表格、股票、過戶收據及／或其他所有權文件（及／或就此所需並令人信納之彌償保證）概不獲發收據。本人／吾等亦了解所有文件以平郵寄發後一切郵誤風險概由本人／吾等承擔。
5. 本人／吾等向要約人、本公司及中金保證及表明，本人／吾等為本接納及過戶表格指定股份數目之登記股東，而本人／吾等擁有全部權利、權力及權限，透過接納要約之方式向要約人出售及轉讓本人／吾等所持股份之所有權及擁有權。
6. 本人／吾等向要約人、本公司及中金保證，本人／吾等已遵照本人／吾等於本公司股東名冊載列之地址所在地之所有適用法律及根據該等法律獲准接收及接納要約及其任何修訂；並且本人／吾等已遵照與接納有關的相關司法權區所有適用法律法規（包括取得任何可能需要的政府或其他同意）；及本人／吾等已遵守任何其他必要的手續及已支付本人／吾等於該司法權區應付的任何發行、轉讓或其他稅項，而且該接納根據所有適用法律為有效及具約束力。
7. 本人／吾等向要約人、本公司及中金保證，本人／吾等須就支付本人／吾等於本公司股東名冊所示地址所在司法權區關於本人／吾等接納要約應付之任何轉讓費或註銷費或其他應付稅項或徵費承擔全部責任。



## PERSONAL DATA

### Personal Information Collection Statements

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, CICC and the Registrar and in relation to personal data and the Ordinance.

#### 1. Reasons for the collection of your personal data

To accept the Offer for your Shares, you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

#### 2. Purposes

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

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

#### 3. Transfer of personal data

The personal data provided in this form of acceptance and transfer will be kept confidential but the Offeror, CICC and the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, its subsidiaries or holding companies and/or their agent(s) such as CICC and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, CICC or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, CICC or the Registrar considers to be necessary or desirable in the circumstances.

#### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, CICC or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror, CICC and the Registrar 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 or the Registrar (as the case may be).

### BY SIGNING THIS FORM YOU AGREE TO ALL OF THE ABOVE

## 個人資料

### 收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「該條例」)的主要條文已於1996年12月20日在香港生效。本收集個人資料聲明旨在知會閣下有關要約人、中金、過戶登記處及有關個人資料及該條例的政策及慣例。

#### 1. 收集 閣下個人資料的原因

如就股份接納要約，閣下須提供所需的個人資料，倘閣下未能提供所需資料，則可能導致閣下的接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據要約應得的代價。

#### 2. 用途

閣下於本接納及過戶表格提供之個人資料可能會用作、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或遵循本表格及綜合文件載列的條款及申請程序；
- 登記以閣下名義的股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及／或其控股公司或附屬公司或其代理人(例如中金及過戶登記處)收取通訊；
- 編製統計代碼資料及股東資料；
- 確立股東之獲益權利；
- 按法例、規則或規定(無論法定或非法定規定)作出披露；
- 披露有關資料以方便進行權益索索；
- 有關要約人、中金或過戶登記處業務的任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及／或令要約人及／或中金得以履行其對於股東及／或適用法例及法規項下之責任，以及股東不時同意或知悉的其他用途。

#### 3. 轉交個人資料

本接納及過戶表格提供的個人資料將作為機密資料妥當保存，但要約人、中金及過戶登記處為達致上述任何用途，可能作出彼等認為必需的查詢，以確認個人資料的準確性，彼等尤其可能會向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地區)該等個人資料：

- 要約人、其附屬公司或控股公司及／或其代理，例如中金及過戶登記處；
- 為要約人、中金或過戶登記處的業務經營提供行政、電訊、電腦、付款或其他服務的代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他個人或機構，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、中金或過戶登記處認為必需或適當情況下的任何其他個人或機構。

#### 4. 獲取及更正個人資料

根據該條例之規定，閣下有權確認要約人、中金或過戶登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正錯誤資料。依據該條例的規定，要約人、中金及過戶登記處可就獲取任何資料的請求收取合理的手續費。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的資料的所有請求，須提交要約人、中金或過戶登記處(視情況而定)。

閣下一經簽署本表格即表示同意上述所有條款。