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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本接納表格全部或任何部份內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance have the same meanings as defined in the offer document dated 27 January 2023 (the “Offer Document”) issued by SciClone Pharmaceuticals (Holdings) Limited (the “Company”).

除文義另有所指，在本接納表格所採用的詞彙與賽生藥業控股有限公司（「本公司」）於2023年1月27日刊發的要約文件（「要約文件」）所界定者具有相同涵義。

FORM OF ACCEPTANCE
接納表格



SciClone Pharmaceuticals (Holdings) Limited
賽生藥業控股有限公司*

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立的有限公司)

(Stock Code: 6600)

(股份代號：6600)

CONDITIONAL CASH OFFER BY SOMERLEY CAPITAL LIMITED
ON BEHALF OF SCICLONE PHARMACEUTICALS (HOLDINGS) LIMITED
TO BUY-BACK UP TO 77,534,791 SHARES AT HK\$10.06 PER SHARE
由新百利融資有限公司代表賽生藥業控股有限公司
提出有條件現金要約按每股股份10.06港元
回購最多達77,534,791股股份

Please ONLY complete BOXES 1 and 4 and sign BOX 7 (Please see instructions overleaf)
只須填寫第1及4格，並於第7格簽署（請參閱背頁的指示）

Registrar: Tricor Investor Services Limited
過戶登記處：卓佳證券登記有限公司

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

| | | | | | | | | | | |
|--|--|---|--|---------------------|--|--|----------------|--|--------------------------|--|
| FOR THE CONSIDERATION stated below, the Transferor(s) named below hereby transfer(s) to the Transferee named below the number of Shares specified in BOX 1 below or any lesser number, subject to the terms and conditions set out below and in the accompanying Offer Document and the Transferee hereby agrees to accept and hold the Shares subject to such terms and conditions. 根據下述及隨附的要約文件所載的條款及條件，下列轉讓人現按下列代價，將以下第1格註明的股份數目或較少股份轉讓予下列承讓人，而承讓人謹此同意在該等條款及條件的規限下接納及持有股份。 | | | | | | | | | | |
| <div>PLEASE COMPLETE THIS BOX 請填妥本格</div> <div>➡</div> <div>BOX 1</div> <div>第1格</div> | <table><tr><td>NUMBER OF SHARES TENDERED FOR ACCEPTANCE: 提交接納的股份數目：</td><td colspan="2">Please insert the total number of Shares tendered for acceptance. If no number is inserted or a number inserted is greater than those represented by the Title Documents tendered for acceptance of the Offer or a mark other than a legible number (including a tick, a cross, a circle), a word or an illegible number or character is inserted, your Form of Acceptance will be considered as incomplete and will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar at or before the Latest Acceptance Time. 請填上提交接納的股份總數。如無詳列數目或所填上的數額超過該等接納要約的股份所有權文件所示數目，或填上難以辨識的符號（包括「✓」、「×」、「○」）、單詞，或難以辨識的數目或字樣，則，閣下的接納表格將被視為不完整，並會退回。閣下以作更正及重新提交。任何經更正的接納表格必須於最後接納時間或之前重新提交並由過戶登記處接獲。</td></tr><tr><td>(Please complete) (請填寫)</td><td colspan="2"></td></tr></table> | NUMBER OF SHARES TENDERED FOR ACCEPTANCE: 提交接納的股份數目： | Please insert the total number of Shares tendered for acceptance. If no number is inserted or a number inserted is greater than those represented by the Title Documents tendered for acceptance of the Offer or a mark other than a legible number (including a tick, a cross, a circle), a word or an illegible number or character is inserted, your Form of Acceptance will be considered as incomplete and will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar at or before the Latest Acceptance Time. 請填上提交接納的股份總數。如無詳列數目或所填上的數額超過該等接納要約的股份所有權文件所示數目，或填上難以辨識的符號（包括「✓」、「×」、「○」）、單詞，或難以辨識的數目或字樣，則，閣下的接納表格將被視為不完整，並會退回。閣下以作更正及重新提交。任何經更正的接納表格必須於最後接納時間或之前重新提交並由過戶登記處接獲。 | | (Please complete) (請填寫) | | | | | |
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| (Please complete) (請填寫) | | | | | | | | | | |
| <div>PLEASE LEAVE THIS BOX, BLANK 請勿填寫本格</div> <div>➡</div> <div>BOX 2</div> <div>第2格</div> | <table><tr><td>NUMBER OF BUY-BACK SHARES 購回股份數目</td><td colspan="2">Figures 數目 (Do not complete this Box 請勿填寫本格)</td></tr></table> | NUMBER OF BUY-BACK SHARES 購回股份數目 | Figures 數目 (Do not complete this Box 請勿填寫本格) | | | | | | | |
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| <div>PLEASE LEAVE THIS BOX, BLANK 請勿填寫本格</div> <div>➡</div> <div>BOX 3</div> <div>第3格</div> | <table><tr><td>CERTIFICATE NUMBER(S) 股票號碼</td><td colspan="2">(Do not complete this Box 請勿填寫本格)</td></tr></table> | CERTIFICATE NUMBER(S) 股票號碼 | (Do not complete this Box 請勿填寫本格) | | | | | | | |
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| <div>PLEASE COMPLETE THIS BOX 請填妥本格</div> <div>➡</div> <div>BOX 4</div> <div>第4格</div> | <table><tr><td rowspan="4">TRANSFEROR(S) name(s) and address(es) in full (Either typewritten or written in block capitals) 轉讓人 姓名及詳細地址 (請用打字機或以正楷填寫)</td><td>Surname(s) or company names 姓氏或公司名稱</td><td>Other Name(s) 名字</td></tr><tr><td colspan="2">Address(es) 地址</td></tr><tr><td colspan="2"></td></tr><tr><td colspan="2">Telephone Number 電話號碼</td></tr></table> | TRANSFEROR(S) name(s) and address(es) in full (Either typewritten or written in block capitals) 轉讓人 姓名及詳細地址 (請用打字機或以正楷填寫) | Surname(s) or company names 姓氏或公司名稱 | Other Name(s) 名字 | Address(es) 地址 | | | | Telephone Number 電話號碼 | |
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| | Address(es) 地址 | | | | | | | | | |
| | | | | | | | | | | |
| | Telephone Number 電話號碼 | | | | | | | | | |
| <div>BOX 5</div> <div>第5格</div> | <table><tr><td>CONSIDERATION 代價</td><td colspan="2">HK\$10.06 per Share 每股股份10.06港元</td></tr></table> | CONSIDERATION 代價 | HK\$10.06 per Share 每股股份10.06港元 | | | | | | | |
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| <div>BOX 6</div> <div>第6格</div> | <table><tr><td rowspan="3">Transferee 承讓人</td><td colspan="2">Name 名稱： Principal place of business in Hong Kong: 香港主要營業地點</td></tr><tr><td colspan="2">3401A, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong 香港銅鑼灣告士打道311號皇室堡大廈3401A室</td></tr><tr><td colspan="2">Occupation 職業：</td></tr></table> | Transferee 承讓人 | Name 名稱： Principal place of business in Hong Kong: 香港主要營業地點 | | 3401A, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong 香港銅鑼灣告士打道311號皇室堡大廈3401A室 | | Occupation 職業： | | | |
| Transferee 承讓人 | Name 名稱： Principal place of business in Hong Kong: 香港主要營業地點 | | | | | | | | | |
| | 3401A, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong 香港銅鑼灣告士打道311號皇室堡大廈3401A室 | | | | | | | | | |
| | Occupation 職業： | | | | | | | | | |
| <p><i>Note: Subject to the Offer becoming unconditional, the total number of Shares bought-back by the Company from you will be determined by the total number of Shares tendered for acceptance in accordance with the formula set out in the Offer Document. Fractions of Shares will not be bought-back under the Offer. The number of Shares to be bought-back from you by the Company in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Company.</i></p> <p>附註：待要約成為無條件後，公司自 閣下同購的股份總數將就提呈接納的股份總數按載於要約文件的公式釐定。根據要約，非整數的股份將不會獲回購。公司就 閣下的接納將向 閣下同購的股份數目，將會由公司酌情決定上調或下調以湊整至最接近的整數。</p> | | | | | | | | | | |
| <div>PLEASE COMPLETE THIS SECTION 請填妥本部分</div> <div>➡</div> <div>BOX 7</div> <div>第7格</div> | <div>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</div> <div>Name of witness 見證人姓名</div> <div>Address of witness 見證人地址</div> <div>Occupation of witness 見證人職業</div> <div>Date of Submission of this Form of Acceptance 遞交本接納表格日期</div> <div>ALL JOINT REGISTERED HOLDERS MUST SIGN HERE 所有聯名登記持有人均須於本欄簽署</div> | | | | | | | | | |
| <div>PLEASE LEAVE THIS SECTION BLANK 請勿填寫本部分</div> <div>➡</div> <div>BOX 8</div> <div>第8格</div> | <div>DO NOT COMPLETE 請勿填寫本欄</div> <div>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</div> <div>Name of witness 見證人姓名</div> <div>Address of witness 見證人地址</div> <div>Occupation of witness 見證人職業</div> <div>For and on behalf of 代表 SciClone Pharmaceuticals (Holdings) Limited 賽生藥業控股有限公司*</div> <div>Authorised Signatory(ies) 授權簽署人</div> <div>Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署</div> <div>Date of Transfer 轉讓日期</div> | | | | | | | | | |

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

This Form of Acceptance should be read in conjunction with the accompanying Offer Document. The definitions used in the Offer Document apply to this Form of Acceptance, unless the context otherwise requires. The provisions of Appendix I to the Offer Document are deemed to be incorporated in and form part of this Form of Acceptance and should be read carefully by each Qualifying Shareholder.

If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Acceptance and the accompanying Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Somerley Capital Limited (“Somerley”) is making the Offer on behalf of the Company. The making of the Offer to Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdiction with a view to observing any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Company, Somerley, the Registrar or any of their respective directors or any person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you that you are permitted under all applicable laws or regulatory requirements to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws or regulatory requirements.

WARNING: You should read carefully the instructions before completing this Form of Acceptance.

NO ACCEPTANCES RECEIVED ARE ENTITLED TO BE WITHDRAWN AFTER THE OFFER BECOMES UNCONDITIONAL EXCEPT OTHERWISE DECIDED BY THE EXECUTIVE PURSUANT TO THE CODES.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

To accept the Offer made by Somerley on behalf of the Company, you should complete and sign this Form of Acceptance overleaf and forward this entire Form of Acceptance, together with the Title Documents, for not less than the number of Shares in respect of which you wish to accept the Offer, by post or by hand, **to the Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, in an envelope marked “SciClone Pharmaceuticals (Holdings) Limited — Buy-back Offer” as soon as possible but in any event so as to reach the Registrar by no later than 4:00 p.m. on Wednesday, 1 March 2023** (or such later time and/or date as the Company may decide and announce, subject to the prior consent of the Executive).

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: the Company, Somerley and the Registrar

1. My/Our execution of this Form of Acceptance overleaf (whether or not such form is dated and which shall be binding on my/our personal representatives, heirs, successors and assigns) shall constitute:
 - (i) my/our irrevocable acceptance of the Offer made by Somerley on behalf of the Company and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in BOX 1 of this Form of Acceptance;
 - (ii) my/our acceptance that the provisions of this Form of Acceptance and the other terms and conditions in the Offer Document are deemed to be incorporated into the terms and conditions of the Offer;
 - (iii) my/our acceptance that by submission of this Form of Acceptance by me/us in the manner described in paragraph 5.1 under the “*Terms and Conditions of the Offer*” in Appendix I to the Offer Document will be deemed to constitute a warranty of me/us to the Company and Somerley that all Shares sold by me/us under the Offer are fully paid and are held by me/us free from all liens, charges, options, claims, equities, adverse interests, rights of pre-emption or third party rights or encumbrances whatsoever and such Shares are sold together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the Shares are cancelled;
 - (iv) (in respect of Overseas Shareholders) I/we have fully observed any applicable legal or regulatory requirements and that the Offer (and any revision or extension of the Offer) may be accepted by me/us lawfully under the laws of the relevant jurisdiction;
 - (v) my/our instruction and authority to each of the Company and/or Somerley and/or the Registrar or 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) (if any), 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;
 - (vi) my/our instruction and authority to each of the Company and/or Somerley and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, 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, and/or any Title Documents for Shares not bought-back (and/or, as applicable, Share certificate(s) for balance of such Shares to be returned in jumbo form) by ordinary post at my/our risk or in favour of the person named below or, if no name and address is stated below, to the first-named transferor at the registered address shown in the register of members of the Company;
(Insert here the name and address of the person to whom the cheque and other documents are to be sent if different from the registered Accepting Shareholder or the first-named of joint registered Accepting Shareholders.)
Name: (in block capitals)
Address: (in block capitals)
 - (vii) my/our instruction and authority to each of the Company and/or Somerley and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note (if any) as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) or any necessary instrument of transfer or other documents to be made and executed by me/us as the seller(s) of the Shares to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on the Form of Acceptance in accordance with the provisions of that Ordinance if applicable;
 - (viii) my/our instruction and authority to the Company or such person or persons as it may direct for the purpose to complete and execute any document (including, without limitation, any consolidated Share transfer form) on my/our behalf including without limitation to insert a date in the Form of Acceptance or, if applicable, form of 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 transferring my/our Shares to the Company or such person or persons as it may direct;
 - (ix) my/our instruction and authority to the Company or such person or persons as it may direct for the purpose to insert in BOX 2 the number of Shares to be transferred to the Company or, if I/we or any other person shall have inserted a number, to delete such number and insert another number, provided that such number will be determined by reference to the total number of Shares tendered for acceptance in accordance with the formula set out in the Offer Document and shall not exceed the number inserted in BOX 1 and to insert in BOX 3 the corresponding Share certificate number(s) or if I/we or any other person shall have inserted an incorrect number, to delete such number and insert the correct number; and
 - (x) my/our undertaking to execute any further documents, take any further action and give any further assurances which may be required in connection with my/our acceptance of the Offer as the Company may consider necessary, expedient or desirable in accordance with the Codes, including, without limitation, to complete the buy-back by the Company of any Shares in respect of which I/we have accepted the Offer free from all liens, charges, options, claims, equities, adverse interests, rights of pre-emption or third party rights or encumbrances whatsoever and such Shares are sold together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the Shares are cancelled and/or to perfect any of the authorities expressed to be given under this Form of Acceptance or the Offer Document.
2. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings given by me/us as contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our Title Documents, together with this Form of Acceptance duly cancelled, by ordinary post at my/our risk to the person named above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Accepting Shareholders) at the registered address referred to above.
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 Company or its agent(s) from the Registrar on your behalf, you will be sent such Share certificate(s) in lieu of the transfer receipt(s).
3. I/We enclose the Title Documents for the whole/part of my/our holding of Shares which are to be held by the Company and/or Somerley and/or the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance and Title Documents will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
4. I/We warrant to the Company, Somerley and any person involved in the Offer that I/we have satisfied the laws of the jurisdiction where my/our registered address is stated in the Register in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required in compliance with all necessary formalities, legal or regulatory requirements.
5. I/We warrant to the Company, Somerley and any person involved in the Offer that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our registered address is located as set out in the Register.
6. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all acceptance, instruction, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格為重要文件，請即處理。閣下如對本接納表格或要約任何方面或應採取的行動有任何疑問，應諮詢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。

本接納表格應與隨附要約文件一併閱讀。除文義另有所指外，要約文件所用的釋義亦適用於本接納表格。要約文件附錄一的條文亦被視為已載入本接納表格內並為其中一部份，各合資格股東務請仔細閱讀。

閣下如已將名下股份全部售出或以其他方式轉讓，應立即將本接納表格及隨附的要約文件送交買主或承讓人，或經手買賣或轉讓的銀行、持牌證券交易商或其他代理商，以便轉交買主或承讓人。

新百利融資有限公司（「新百利融資」）代表本公司提出要約。向海外股東提出要約或會受到有關司法轄區的法例禁止或影響。倘閣下為海外股東，閣下應就要約於有關司法轄區的影響尋求適當法律意見，以遵守任何適用法例或監管規定。閣下如欲接納要約，則有責任確保已就此完全遵守相關司法轄區的法例及規例，包括（但不限於）取得任何可能需要的政府、外匯管制或其他同意，並辦理其他所需手續或遵守其他所需的監管或法例規定。閣下亦須完全負責支付任何過戶費用或其他稅項及所有有關司法轄區徵收而應付的稅款。本公司、新百利融資、過戶登記處或彼等各自的任何董事或參與要約的任何人士有權就閣下可能需要繳付的任何稅項獲得全數彌償而毋須為此承擔任何責任。閣下就要約的接納將構成閣下的保證，表示閣下根據一切適用法例或監管規定獲准接受及接納要約及任何有關修訂，而此接納根據所有適用法例或監管規定為有效及具約束力。

注意：閣下於填寫本接納表格前，務請細閱指示。

所有已接獲的接納於要約成為無條件後一概不能撤回，除非執行人員根據該等守則另行決定外。

本接納表格填寫方法

閣下如接納由新百利融資代表本公司提出的要約，則應填妥及簽署本接納表格的背頁，然後將本接納表格整份連同不少於閣下欲接納要約的有關股份數目的所有權文件，儘快以郵寄或專人送遞方式交回，惟無論如何必須於2023年3月1日（星期三）下午4時正或之前（或本公司可能決定及宣佈的較後時間及／或日期，惟須取得執行人員事先同意）送達過戶登記處——卓佳證券登記有限公司，地址為香港夏慤道16號遠東金融中心17樓，信封請註明「賽生藥業控股有限公司——回購要約」，方為有效。

要約的接納表格

致：貴公司、新百利融資及過戶登記處

1. 本人／吾等簽署本接納表格的背頁（不論該表格是否已註明日期，本人／吾等的個人代表、承繼人、接任人及承讓人亦將受其約束），表示：
- (i) 本人／吾等根據要約文件及本接納表格所載的條款，就本接納表格第1格所註明的股份數目不可撤銷地接納由新百利融資代表貴公司提出的要約；
 - (ii) 本人／吾等接受，本接納表格的條文以及要約文件中的其他條款及條件被視為已納入要約的條款及條件；
 - (iii) 本人／吾等接受，本人／吾等按於要約文件內附錄一「要約的條款及條件」項下第5.1段所述方式遞交本接納表格，將被視為構成本人／吾等向貴公司及新百利融資作出保證，表示本人／吾等根據要約出售的所有股份已獲足股份款及該等股份概不附帶任何留置權、押記、購股權、申索權、衡平權益、不利權益、優先購買權或第三方權利或任何形式的產權負擔，並連同該等股份累計或附帶的所有權利（包括但不限於收取於股份註銷日期或之後所宣派、作出或派付的股息或其他分派（如有）的權利）一併售出；
 - (iv) （就海外股東而言）本人／吾等已全面遵守任何適用法例或監管規定，以及本人／吾等根據有關司法轄區的法例可合法地接納要約（包括要約的任何修訂或延期）；
 - (v) 本人／吾等指示及授權貴公司及／或新百利融資及／或過戶登記處或彼等各自的代理人，代表本人／吾等遞交出隨附經本人／吾等正式簽署的過戶收據（如有）向貴公司或過戶登記處領取本人／吾等就股份應獲發的股票，並將有關股票送交過戶登記處，且授權及指示由過戶登記處根據要約的條款持有該（等）股票，猶如該（等）股票已連同本接納表格一併送交過戶登記處；
 - (vi) 本人／吾等指示及授權貴公司及／或新百利融資及／或過戶登記處或彼等各自的代理人或彼等任何一方可能就此指示的人士，將本人／吾等根據要約的條款應得的現金代價以「不得轉讓——只准入抬頭人賬戶」劃線開出以本人／吾等為抬頭人的支票，及／或任何未獲回購股份的所有權文件（及／或（如適用）就該等股份餘額以一張股票形式退回），按下列姓名及地址，以平郵方式寄至下述人士，或如無填上姓名及地址，則寄至排名首位的轉讓人在貴公司股東名冊上所示登記地址，有關郵誤風險概由本人／吾等承擔；
- （如收取支票及其他文件的人士與登記接納股東或排名首位的聯名登記接納股東的登記姓名及地址不同，則請在本欄填上應收取支票及其他文件人士的姓名及地址。）*
- 姓名：（請用正楷填寫）.....
- 地址：（請用正楷填寫）.....
- (vii) 本人／吾等指示及授權貴公司及／或新百利融資及／或過戶登記處或彼等各自的代理人或彼等任何一方可能就此指示的人士，代表本人／吾等作出及簽署根據香港法例第117章印花稅條例第19(1)條所規定的合約票據（如有）或本人／吾等作為要約項下出售股份的賣方須作出及簽署的任何必須轉讓文書或其他文件，並按該條例條文的規定繳付印花稅及安排批註接納表格（如適用）；
 - (viii) 本人／吾等指示及授權貴公司或其就此可能指示的人士，代表本人／吾等填妥及簽署任何文件（包括但不限於任何合併股份轉讓表格），包括但不限於在接納表格或（如適用）在轉讓表格上填上日期，或如本人／吾等或任何其他人士已填上日期，則刪去該日期並填上另一日期，以及採取任何其他必要或適當的行動，將本人／吾等的股份轉讓予貴公司或其可能指定的人士；
 - (ix) 本人／吾等指示及授權貴公司或其就此可能指示的人士，在第2格填上將轉讓予貴公司的股份數目，或倘本人／吾等或任何其他人士已填上股份數目，則刪去該數目並填上另一股份數目，惟該股份數目將就提呈接納的股份總數按載於要約文件的公式釐定，且不得超過第1格所填的股份數目，並於第3格填上相應的股票號碼，或倘本人／吾等或任何其他人士填上了不正確號碼，則刪去該號碼並填上正確號碼；及
 - (x) 本人／吾等承諾於貴公司認為根據該等守則屬必要、適當或適宜的情況下，本人／吾等就接納要約簽署任何其他文件、採取進一步行動及提供任何進一步保證，包括但不限於貴公司就本人／吾等已接納要約完成該等股份回購，而該等股份概不附帶任何留置權、押記、購股權、申索權、衡平權益、不利權益、優先購買權或第三方權利或任何形式的產權負擔，並連同該等股份累計或附帶的所有權利（包括但不限於收取於股份註銷日期或之後所宣派、作出或派付的股息或其他分派（如有）的權利）一併售出，及／或完備據本接納表格或要約文件明確給予的任何授權。

2. 倘根據要約的條款，本人／吾等的接納被視作無效，則上文第1段所載的一切指示、授權及承諾均告終止；在此情況下，本人／吾等授權並懇請將本人／吾等的有關權文件連同已正式註銷的本接納表格一併以平郵方式寄回上述人士，或如無列明姓名及地址，則寄至本人或排名首位的持有人（如屬聯名登記接納股東）登記地址，有關郵誤風險概由本人／吾等承擔。

附註：倘閣下交回一份或多份過戶收據，而同時貴公司或其代理人已代表閣下向過戶登記處領取有關股票，則閣下將獲發還此（等）股票而非過戶收據。

3. 本人／吾等茲附上本人／吾等持有的全部／部份股份的所有權文件，該等所有權文件可由貴公司及／或新百利融資及／或過戶登記處及／或彼等任何一方可能指示的人士按要約的條款及條件予以保存。本人／吾等明白任何接納表格及所有權文件將不獲發收據。本人／吾等亦明白以平郵方式寄發所有文件的一切風險將由本人／吾等自行承擔。
4. 本人／吾等向貴公司、新百利融資及參與要約的任何人士保證，本人／吾等已符合本人／吾等於股東名冊所列登記地址所處司法轄區有關本人／吾等接納要約的法例規定，包括取得任何可能需要的政府、外匯管制或其他同意，以及辦理一切所需登記或備案以符合一切所需法例或監管規定。
5. 本人／吾等向貴公司、新百利融資及參與要約的任何人士保證，本人／吾等將就支付任何過戶費用或其他稅項或就本人／吾等於股東名冊所載登記地址所處司法轄區所徵收而應付的稅款承擔全部責任。
6. 本人／吾等知悉，除於要約文件及本接納表格清楚列明外，所有於此作出的接納、指示、授權及承諾均為不可撤銷及無條件。

Personal Data

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Privacy 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 Company, Somerley and the Registrar in relation to personal data and the Privacy Ordinance.

1. Reasons for the collection of your personal data

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

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Offer 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 verification, and any other verification or exchange of information;
- distributing communications from the Company, Somerley, the Registrar and/or their respective agents;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable the Company, Somerley and/or the Registrar to discharge their obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree or be informed of.

3. Transfer of personal data

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

- the Company, Somerley, the Registrar and/or their respective agents;
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Company, Somerley and/or the Registrar 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 their bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Company, Somerley and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Company, Somerley and the Registrar will keep the personal data provided in this Form of Acceptance for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Privacy Ordinance.

5. Access and correction of personal data

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

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

個人資料

收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「**私隱條例**」)的主要條文已於1996年12月20日在香港生效。本個人資料收集聲明旨在知會閣下有關本公司、新百利融資及過戶登記處就有關個人資料及私隱條例的政策及常規。

1. 收集閣下個人資料的原因

倘閣下欲就閣下的股份接納要約，則閣下須提供所需個人資料。若未能提供所需資料，可能會導致閣下的接納不予受理或有所延誤。此舉有可能阻延寄發閣下根據要約應得的代價。

2. 資料用途

閣下於本接納表格提供的個人資料可能會用作、持有及／或保存(不論以任何方式)作下列用途：

- 處理閣下的接納及核實本接納表格及要約文件載列的條款及申請手續是否獲遵循；
- 登記轉出閣下名義的股份轉讓；
- 保存或更新股東名冊有關股份的登記；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自本公司、新百利融資、過戶登記處及／或彼等各自的代理發佈通訊；
- 編製統計資料及股東資料；
- 遵照法例、規則或法規(不論法定或在其他方面)的要求作出披露；
- 披露有關資料以便加快進行申索或獲得所有權；及
- 與上述有關的任何其他附帶或相關用途及／或令本公司、星新百利融資及／或過戶登記處得以履行彼等對股東及／或適用法規項下的責任，以及股東可能不時同意或接獲通知的任何其他用途。

3. 轉交個人資料

本接納表格所載個人資料將會保密，惟本公司、新百利融資及／或過戶登記處為達致上述或有關任何上述的用途，可能作出彼等認為屬必須的查詢，以確定個人資料的準確性，尤其彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料：

- 本公司、新百利融資、過戶登記處及／或彼等各自的代理人；
- 為本公司、新百利融資及／或過戶登記處的業務運作提供行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或擬進行交易的任何其他人士或機構，例如閣下的銀行、律師、會計師或持牌證券交易商；及
- 本公司、新百利融資及／或過戶登記處在相關情況下認為必須或適當的任何其他人士或機構。

4. 保留個人資料

本公司、新百利融資及過戶登記處將按收集個人資料所需用途保留本接納表格所收集的個人資料。無需保留的個人資料將根據私隱條例銷毀或正處理。

5. 查閱及更正個人資料

私隱條例賦予閣下權利，查證本公司、新百利融資及／或過戶登記處是否持有閣下的個人資料，並索取資料副本及更正任何不確資料。根據私隱條例，本公司、新百利融資及／或過戶登記處有權就處理任何查閱資料的要求收取合理手續費。所有關於查閱資料或更正資料或詢問關於政策及常規及所持資料類別的要求，應向本公司、新百利融資及／或過戶登記處(視情況而定)提出。

閣下一經簽署本接納表格即表示同意上述各項