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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之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不就因本接納表格全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the accompanying composite offer and response document dated 29 February 2024 (the "Composite Document") jointly issued by Shunleeta (BVI) Limited (the "Offeror") as the offeror and CNC Holdings Limited (the "Company") as the offeree company.

除文義另有所指外，本接納表格所用詞彙與Shunleeta (BVI) Limited (「要約人」) 作為要約人與中國新華電視控股有限公司 (「本公司」) (作為受要約公司) 於二零二四年二月二十九日聯合刊發之隨附綜合要約及回應文件 (「綜合文件」) 所界定者具有相同涵義。

FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.

閣下如欲接納股份要約，請使用接納表格。



CNC HOLDINGS LIMITED 中國新華電視控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 8356)

(股份代號：8356)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.001 EACH IN THE ISSUED SHARE CAPITAL OF CNC HOLDINGS LIMITED 中國新華電視控股有限公司

已發行股本中每股面值0.001港元普通股之接納及轉讓表格

All parts should be completed except the sections marked "Do not Complete" 除註明「請勿填寫本欄」之項外，每項均須填寫

Hong Kong branch share registrar and transfer office:

Tricor Investor Services Limited

17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong

香港股份過戶登記分處：

卓佳證券登記有限公司

香港夏愨道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(s)" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document, and the Transferee(s) hereby agrees to accept and hold the Share(s) subject to such terms and conditions.

下列「轉讓人」謹此在本表格及綜合文件中所載之條款及條件規限下，將以下註明由轉讓人持有之股份按下列代價轉讓予下列「承讓人」，而承讓人謹此同意在有關係條款及條件規限下按下列代價接納及持有相關股份。

Total Number of Share(s) to be transferred (Note) 將予轉讓之股份總數 (附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or company name(s): 姓氏或公司名稱：	Forename(s): 名字：
	Registered address: 登記地址：	Telephone number: 電話號碼：
CONSIDERATION 代價	HK\$0.014 in cash for each Offer Share 每股要約股份現金0.014港元	
TRANSFEEE 承讓人	Name: Shunleeta (BVI) Limited 名稱：Shunleeta (BVI) Limited	
	Registered address: Shunleeta (BVI) Limited: Mandar House, 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands 登記地址：Shunleeta (BVI) Limited: Mandar House, 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands	
	Occupation: Shunleeta (BVI) Limited: Corporation 職業：Shunleeta (BVI) Limited: 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 _____

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/公司印鑑 (如適用)

Date of signing of this Form of Acceptance
簽署本接納表格之日期

**ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE**
所有聯名登記
持有人均須於
本欄簽署

Signed by or for and on behalf of the Transferee(s) 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 _____

Do Not Complete 請勿填寫本欄

For and on behalf of
為及代表
Shunleeta (BVI) Limited
Shunleeta (BVI) Limited

Authorised Signatory(ies)
獲授權簽署人 _____

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

Date of signing by Transferee 承讓人簽署日期 _____

Note: Insert the total number of Shares for which the Share 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 Share 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 for acceptance of the Share Offer.

附註：請填上接納股份要約之股份總數。倘並無填上有關股份數目或填上之數目大於或小於閣下登記持有之股份或提呈供接納股份要約之實際股份數目，而閣下已簽署本表格，則本表格將退回。閣下以作更正及再行提交。任何經更正之表格將必須於接納股份要約之最後期限或之前再行提交及由過戶登記處接獲。

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 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 transferred all your Share(s), you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Aristo Securities is making the Share Offer for and on behalf of the Offeror to all Independent Shareholders. The making of the Share Offer to the Overseas Shareholders may be affected by the laws and regulations of the relevant jurisdictions. Overseas Shareholders should observe any applicable legal and regulatory requirements and, where necessary, seek independent legal advice. If you wish to accept the Share Offer, it is your responsibility to satisfy yourself 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 and any registration or filing which may be required or the compliance with other necessary formalities or legal and regulatory requirements. You will also be fully responsible for payment of any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Share Offer. The Offeror, the Company, Aristo Securities, Messis Capital, the Independent Financial Adviser, the Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Share Offer shall be entitled to be fully indemnified and held harmless by such person for any taxes or duties as such person may be required to pay. Acceptance of the Share Offer by you will constitute a representation and warranty by you to the Offeror and Aristo Securities that you have observed and are permitted under all applicable laws and regulations to receive and accept the Share Offer (and any revision thereof), and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Share Offer is conditional. Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the Share Offer made by Aristo Securities for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.014 per Offer Share, you should complete and sign this Form of Acceptance overleaf and send this entire form, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), or such number of Shares in respect of which you intend to accept the Share Offer, by post or by hand, marked "CNC Holdings Limited - Share Offer" on the envelope to the Registrar, **Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong no later than 4:00 p.m. on Tuesday, 2 April 2024** (or such later time(s) and/or date(s) as the Offeror may determine and the Offeror and the Company may jointly announce in accordance with the Takeovers Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

FORM OF ACCEPTANCE IN RESPECT OF THE SHARE OFFER

To: The Offeror and Aristo Securities

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Share Offer made by Aristo Securities 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. If no number is inserted or a number inserted is greater or smaller than my/our registered holding of Share(s) or those physical Share(s) tendered for acceptance of the Share Offer and I/we have signed this form, this form will be returned to me/us for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time for acceptance of the Share Offer;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Aristo Securities and/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 delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), 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 and conditions of the Share Offer, as if it/they were delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Aristo Securities and/or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration (rounding up to the nearest cent) to which I/we shall have become entitled under the terms of the Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me 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 no later than seven (7) business days after the later of (i) the date on which the Share Offer becomes or is declared unconditional in all respects and (ii) the date of receipt by the Registrar of the duly completed Form of Acceptance together with all relevant documents required to render such acceptance under the Share Offer complete, valid and in compliance with Note 1 to Rule 30.2 of the Takeovers Code; *(Note: 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 LETTERS)
 - Address: (In BLOCK LETTERS)**
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Aristo Securities and/or Registrar and/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 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 Shares to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance;
 - (e) my/our irrevocable instruction and authority to each of the Offeror and/or Aristo 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 Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Share Offer;
 - (f) 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 Shares to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, rights of pre-emption, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto as at the date of the Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive in full all dividends and distributions, if any, declared, made or paid, on or after the date on which the Share Offer is made, i.e. the date of despatch of the Composite Document, in respect of the Shares tendered pursuant to the Share Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Aristo Securities and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, Aristo Securities and the Company that (i) the Shares held by me/us to be acquired under the Share Offer are sold free from all liens, charges, options, claims, equities, adverse interests, rights of pre-emption, third-party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto, including, all rights to receive in full all dividends and other distributions, if any declared, made or paid, on or after the date on which the Share Offer is made, i.e. the date of despatch of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, their respective beneficial owner and parties acting in concert with any of them, the Company, Aristo Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
 3. In the event that my/our acceptance is not valid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease 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 any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) 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 members of the Company.
 4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Share Offer.
 5. I/We warrant and represent to the Offeror, Aristo Securities and the Company that I am/we are the registered Shareholder(s) of the number of Shares specified in this Form of Acceptance 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 Share Offer.
 6. I/We warrant and represent to the Offeror, Aristo Securities and the Company that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of the Company to accept the Share Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes or duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
 7. I/We warrant to the Offeror, Aristo Securities and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties due from 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 Share Offer.
 8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
 9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Share Offer will be registered under the name of Shunleat (BVI) Limited or its respective nominee(s).
 10. I/We understand that no acknowledgement of receipt of any Form of Acceptance, share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk. For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations or warranties.
 11. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Aristo Securities and the Company (so as to bind my/our successors and assigns) that in respect of the Shares which are accepted under the Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of Shunleat (BVI) Limited or as it may direct, to give:
 - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;
 - (b) an irrevocable authority to the Offeror and their respective agent(s) to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror subject to the Takeovers Code; and
 - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or their respective nominee(s) or appointee(s), for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

Note: If you submit the transfer receipt(s) upon acceptance of the Share Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or Aristo Securities or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned such share certificate(s) in lieu of the transfer receipt(s).

本接納表格乃重要文件，請即處理。

閣下如對本接納表格任何方面或應採取之行動有任何疑問，應諮詢 閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之股份全部售出或轉讓，應立即將本接納表格及隨附之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。

雅利多證券為及代表要約人向所有獨立股東作出股份要約。向海外股東提呈股份要約或會受相關司法權區之法例及規例影響。海外股東應遵守任何適用法例及監管規定，並於有需要時尋求獨立法律意見。閣下如欲接納股份要約，則有責任確保將全面遵守與此有關之相關司法權區之法例及規例，包括取得可能需要之任何政府、外匯管制或其他同意及進行任何登記或備案，或辦理其他必要手續或遵守法律及監管規定。閣下亦將就支付接納股份要約後應付之任何有關發行費、轉讓費或其他稅項或徵費負責。要約人、本公司、雅利多證券、大有融資、獨立財務顧問、過戶登記處、彼等各自之最終實益擁有人、董事、高級職員、代理、顧問及聯繫人以及任何其他參與股份要約之人士將有權就該等人士可能須支付之任何稅項或徵費獲該等人士全面彌償及免受損害。閣下接納股份要約即構成 閣下向要約人及雅利多證券作出聲明及保證表示已遵守一切適用法例及規例，並已獲一切適用法例及規例批准接收及接納股份要約(及其任何修訂)，且 閣下已辦妥一切必要手續及遵守監管或法律規定，並已取得一切所需之政府、外匯管制或其他同意，且已就有關接納支付 閣下於任何地區應付之所有發行費、轉讓費或其他稅項或徵費或其他所需款項，而該接納將根據一切適用法例及規例屬有效及具約束力。本接納表格應與隨附之綜合文件一併閱覽。

本接納表格之填寫方法

股份要約屬有條件。股東於填寫本接納表格前務請閱覽綜合文件。為接納雅利多證券為及代表要約人就每股要約股份0.014港元之現金價格收購 閣下之股份所作出之股份股份要約，閣下應填妥及簽署本接納表格背頁並寄發整份表格，連同 閣下欲接納股份要約所涉及之有關股份數目之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之一份或多份彌償保證書)，在不遲於二零二四年四月二日(星期二)下午四時正(或要約人按照收購守則之規定可能決定及要約人與本公司可能聯合公佈之較後日期及/或時間)郵寄或由專人送交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(須於信封上註明「CNC Holdings Limited – 股份要約」。綜合文件附錄一之條文已納入本接納表格並構成其一部分。

有關股份要約之接納表格

致：要約人及雅利多證券

1. 本人/吾等一經簽署本接納表格(不論該表格是否已註明日期)，本人/吾等之承繼人及受讓人將受此約束，並表示：

- 本人/吾等不可撤回地就本接納表格上所註明數目之股份，按照及根據綜合文件及本接納表格所述之代價、條款及條件，接納綜合文件所載由雅利多證券為及代表要約人作出之股份要約。倘並無填上有關股份數目或填上之數目大於或小於本人/吾等登記持有之股份或提呈供接納股份要約之實際股份數目，而本人/吾等已簽署本表格，則本表格將退回本人/吾等以作更正及再行提交。任何經更正之表格將必須於接納股份要約之最後時限之前再行提交及送抵過戶登記處；
- 本人/吾等不可撤回地指示及授權聯合股份要約人及/或雅利多證券及/或彼等各自之代理，各自代表本人/吾等交付隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(如有)(及/或就此所需之令人信納之一份或多份彌償保證書)，憑此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，以及授權及指示過戶登記處按照股份要約之條款及條件持有該等股票，猶如該等股票已連同本接納表格一併交回過戶登記處；
- 本人/吾等不可撤回地指示及授權要約人及/或雅利多證券及/或彼等各自之代理，各自就本人/吾等根據股份要約條款應得之現金代價(上調至最接近港仙)(扣除本人/吾等就本人/吾等接納股份要約應付之賣方從價印花稅)，以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後須不遲於(i)股份要約在各方面成為或宣佈成為無條件當日；以及(ii)過戶登記處獲獲已正式填妥接納表格連同所有致使有關股份要約之接納為根據收購守則規則30.2註釋1為完整有效之相關文件當日(以較後者為準)後七(7)個營業日內，以平郵方式寄予以下地址及人士，或倘並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所列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔；

(附註：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，則請在本欄填上收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)

- 本人/吾等不可撤回地指示及授權要約人及/或雅利多證券及/或過戶登記處及/或彼等任何一方可能就此指定之人士，各自代表本人/吾等製備及簽立香港法例第117章印花稅條例規定本人/吾等作為根據股份要約出售股份之賣方須製備及簽立之成交單據，並按照該條例之條文安排該單據加蓋印花及安排在本接納表格背書證明；
- 本人/吾等不可撤回地指示及授權要約人及/或雅利多證券及/或彼等任何一方可能指定之人士，各自代表本人/吾等填妥及簽立任何有關本人/吾等接納股份要約之文件，並作出任何其他必要或權宜之行為，以將本人/吾等交回以接納股份要約之股份轉歸要約人及/或其可能指定之人士所有；
- 本人/吾等承諾於有需要或適當時簽立其他文件，並辦理其他行動及事宜，以進一步確保本人/吾等轉讓予要約人或其可能指定之一名或多名人士之股份，概無所有留置權、押記、選擇權、申索、衡平權益、不利權益、優先購買權、第三方權利或產權負擔，且連同於綜合文件日期於其所產生或附帶之所有權利或其後其所附帶之所有權利一併轉讓，包括但不限於悉數收取於提出股份要約日期(即寄發綜合文件日期)或之後就根據股份要約所交回股份而宣派、作出或派付之所有股息及分派(如有)之權利；及
- 本人/吾等同意追認要約人及/或雅利多證券及/或本公司或彼等各自之代理或彼等任何一方可能指定之人士於行使本表格所載任何權利時可能作出或進行之各種行為或事宜。

2. 本人/吾等明白，本人/吾等接納股份要約即被視為構成本人/吾等向要約人、雅利多證券及本公司聲明及保證，(i)本人/吾等所持將根據股份要約被收購之股份，於出售時概不附帶任何性質之一切留置權、押記、選擇權、申索權、衡平權益、不利權益、優先購買權、第三方權利或產權負擔，並連同於作出股份要約之日期(即寄發綜合文件日期)或之後累算或附帶之一切權利，包括悉數收取於作出股份要約之日期(即寄發綜合文件日期)或之後所宣派、作出或派付之所有股息及其他分派(如有)之權利；及(ii)本人/吾等並無採取或遺漏任何行動而將會或可能致使要約人、彼等各自之實益擁有人及與彼等任何一方一致行動之人士、本公司、雅利多證券或任何其他人士違反任何地區與股份要約或本人/吾等接納股份要約有關之法例或監管規定，且本人/吾等根據一切適用法例及規例獲准接收及接納股份要約(及其任何修訂)，而按照一切適用法例及規例，該接納乃屬有效及具有約束力。

3. 倘本人/吾等之接納按照股份要約條款屬無效，則上文第1段所載之所有指示、授權及承諾將告終止。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/或任何其他所有權文件(及/或就此所需之任何令人信納之一份或多份彌償保證書)連同已正式註銷之本接納表格以平郵方式一併寄予上文第1(c)段所列之人士及地址，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所列首位者(如為聯名登記股東)，郵誤風險概由本人/吾等承擔。

4. 本人/吾等附上本人/吾等持有之全部/部分股份之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之一份或多份彌償保證書)，將由 閣下按股份要約之條款及條件持有。

5. 本人/吾等向要約人、雅利多證券及本公司保證及聲明，本人/吾等為本接納表格所列股份數目之登記股東，而本人/吾等有十足權利、權力及授權以接納股份要約之方式，向要約人出售及移交本人/吾等股份之所有權及擁有權。

6. 本人/吾等向要約人、雅利多證券及本公司保證及聲明，本人/吾等已遵守本公司股東名冊所示本人/吾等地址所在地之一切適用法例及規例，以及根據一切適用法例及規例獲准接納股份要約(及其任何修訂)；而本人/吾等已取得一切所需政府、外匯管制或其他同意，以及遵守所有必要手續及監管或法律規定辦理一切必要之登記或存檔手續；且本人/吾等已支付本人/吾等就該接納應付之所有發行費、轉讓費或其他稅項或徵費或其他所需款項；而有關接納將根據一切適用法例及規例屬有效及具約束力。

7. 本人/吾等向要約人、雅利多證券及本公司保證，本人/吾等將就支付在本公司股東名冊所示本人/吾等地址所在司法權區關於本人/吾等接納股份要約方面之任何轉讓費或本人/吾等應繳的其他稅項及徵費負責。

8. 本人/吾等知悉，除綜合文件及本接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回。

9. 本人/吾等知悉，本人/吾等以接納股份要約之方式售予要約人之股份將以Shunleat (BVI) Limited或其各自之代名人之名義登記。

10. 本人/吾等明白，任何接納表格、股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人信納之一份或多份彌償保證書)概不獲發收據。本人/吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人/吾等自行承擔。為免生疑問，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受限於任何上述聲明或保證。

11. 本人/吾等就根據股份要約已獲接納、有關接納並未被有效撤回及並未以Shunleat (BVI) Limited名義或按其指示登記之股份，向要約人、雅利多證券及本公司不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之承繼人及承讓人)：

- 本人/吾等授權本公司及/或其代理人，將須向本人/吾等(作為本公司股東)寄發之任何通告、通函、認股權證或其他文件或通訊(包括任何股票及/或因將有關股份轉為證書形式而發出之其他所有權文件)；寄予要約人之過戶登記處，地址香港夏慤道 16號遠東金融中心17樓；
- 不可撤回地授權要約人或彼等各自之代理代表本人/吾等簽署任何同意書，同意縮短本公司任何股東大會通知期及/或出席及/或簽立有關股份之代表委任表格，以委任要約人提名之任何人士出席相關股東大會(或其任何續會)，以及代表本人/吾等行使有關股份附帶之投票權，而該等投票權將根據收購守則以要約人全權酌情釐定之方式作出投票；及
- 本人/吾等同意，在未有要約人同意下不會行使任何相關權利，以及本人/吾等不可撤回地承諾不會就任何相關股東大會委任代表或出席相關股東大會，及在上文所規限下，如本人/吾等之前已委任代表(而該代表並非要約人或彼等各自之代名人或受委任人士)出席本公司股東大會或在會上投票，則本人/吾等謹此撤回有關委任。

附註：倘 閣下於接納股份要約時提交過戶收據，而要約人及/或雅利多證券或彼等之任何代理在此期間代表 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。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Aristo Securities, the Company and the Registrar and 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 Share 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 Share Offer. It is important that you inform the Offeror, Aristo Securities, the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

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 or compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members 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 their respective agent(s) such as the financial advisers and the 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, Aristo Securities, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Aristo Securities, the Company and/or the Registrar to discharge their obligations to the Shareholders and/or regulators 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 will be kept confidential but the Offeror and/or Aristo Securities and/or the Company 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 Offeror, Aristo Securities, the Company, any of their agents and the Registrar;
- any agents, contractors or third party service providers who Offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Aristo Securities and/or the Company and/or the 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 institution in securities; and
- any other persons or institutions whom the Offeror and/or Aristo Securities and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror, Aristo Securities, the Company and the Registrar will keep the personal data provided in this form 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 Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Aristo Securities and/or the Company and/or the Registrar hold(s) 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 and/or Aristo Securities and/or the Company 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 Offeror, Aristo Securities, the Company 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

本收集個人資料聲明旨在知會閣下有關於約人、雅利多證券、本公司及過戶登記處有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)之政策及慣例。

1. 收集閣下個人資料之原因

為就閣下之股份接納股份要約，閣下須提供所需個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據股份要約應得之代價。倘閣下提供之資料有任何不準確之處，閣下務須立刻通知要約人、雅利多證券、本公司及／或過戶登記處。

2. 用途

閣下於本接納表格提供之個人資料可能會就下列用途加以運用、持有及／或保存(以任何方式)：

- 處理閣下之接納及核實或遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記閣下轉讓名義下之股份；
- 保存或更新有關股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 以供要約人及／或彼等各自之代理(例如財務顧問)及過戶登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便進行權利申索；
- 按法例、規定或規例(無論屬法定或其他規定)作出披露；
- 有關要約人、雅利多證券、本公司或過戶登記處業務之任何其他用途；及
- 有關上文任何其他附帶或關連用途及／或令要約人、雅利多證券、本公司及／或過戶登記處得以履行彼等對股東及／或監管機構之責任及股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將獲保密，惟倘要約人及／或雅利多證券及／或本公司及／或過戶登記處為達致上述或任何上述用途，則可能作出彼等認為必須之查詢，以確認個人資料之準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取、轉交(無論在境內或香港境外)該等個人資料：

- 要約人、雅利多證券、本公司、其任何代理及過戶登記處；
- 為要約人及／或雅利多證券及／或本公司及／或過戶登記處之業務經營而向彼等提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如閣下之往來銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及／或雅利多證券及／或本公司及／或過戶登記處於有關情況下認為必需或合適之任何其他人士或機構。

4. 保留個人資料

要約人、雅利多證券、本公司及過戶登記處將保留本表格所收集之個人資料直至完成相關用途。無需保留之個人資料將會根據條例獲銷毀或處理。

5. 存取及更正個人資料

條例賦予閣下權利確認要約人及／或雅利多證券及／或本公司及／或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。依據條例，要約人及／或雅利多證券及／或本公司及／或過戶登記處有權就處理任何獲取資料要求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料之資訊之所有請求，均須提交予要約人、雅利多證券、本公司或過戶登記處(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。