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Unless the context otherwise requires, terms used herein shall bear the same meanings as those defined in the offer document dated 30 July 2024 (the "Offer Document") issued by Champion HOLDING (BVI) CO., LTD (the "Offeror").

除文義另有所指外，本表格使用之詞彙具有 Champion HOLDING (BVI) CO., LTD (「要約人」) 所刊發日期為二零二四年七月三十日之要約文件 (「要約文件」) 所界定者之相同涵義。

**THIS FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.**

閣下如欲接納要約，請使用本接納及過戶表格。



## CPMC HOLDINGS LIMITED

### 中糧包裝控股有限公司

(incorporated in Hong Kong with limited liability)

(在香港註冊成立之有限公司)

(Stock code: 906)

(股份代號: 906)

#### FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) EACH IN THE ISSUED SHARE CAPITAL OF CPMC HOLDINGS LIMITED

中糧包裝控股有限公司已發行股本中每股普通股之  
接納及過戶表格

To be completed in full 每項均須填寫

Receiving agent: Tricor Investor Services Limited  
接收代理: 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

You must insert the total number of Share(s) for which the Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding or is greater or smaller than those physical Share(s) tendered for acceptance of the Offer and you have signed this Form of Acceptance, this Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Receiving Agent by no later than 4:00 p.m. on the First Closing Date. 閣下必須填上接納要約之股份總數。倘無填寫數目，或所填寫之數目多於閣下登記之持股，或多於或少於就接納要約所應約提供之實物股份，而閣下已簽署本接納表格，則本接納表格將退回。閣下以作出更正及重新提交。任何經更正之接納表格必須重新提交並在不遲於首個截止日期下午四時正由接收代理收到。	<b>FOR THE CONSIDERATION</b> stated below, the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Offer Document. 下述「轉讓人」謹此根據本表格及隨附之要約文件所載之條款及條件並在其規限下，按下列代價向下述「承讓人」轉讓以下註明轉讓人所持有之股份。		
	Number of Shares to be Transferred 將予轉讓之股份數目	<b>FIGURES</b> 數目	<b>WORDS</b> 大寫
	Share certificate number(s) 股票編號		
	TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及詳細地址	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\$6.87 in cash for each Share 每股股份現金6.87港元	
TRANSFEEE 承讓人	Name 名稱: Champion HOLDING (BVI) CO., LTD Registered Address 登記地址: ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands  Occupation 職業: Corporation 法團		

Signed by or 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表簽署/公司印鑑(如適用)

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

#### Do not complete 請勿填寫本欄

Signed by or on behalf of the Transferee in the presence of:  
承讓人或其代表在下列人士見證下簽署:

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 of transfer 轉讓日期:

For and on behalf of 代表  
Champion HOLDING (BVI) CO., LTD  
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

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

**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 otherwise transferred all your Share(s), you should at once hand this Form of Acceptance and the Offer 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).

Shenwan Hongyuan Capital (H.K.) Limited ("Shenwan Hongyuan") is making the Offer for and on behalf of the Offeror. The making of the Offer to any Overseas Shareholders may be affected by the applicable laws and regulations of the relevant jurisdictions or residence and it is the responsibility of each such Overseas Shareholder who wishes to accept the Offer to satisfy themselves as to the full observance of the laws and regulations 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 transfer or other taxes due from such Overseas Shareholder in such relevant jurisdictions. The Offeror will comply with the requirements of the Takeovers Code in respect of Overseas Shareholders. The Offeror, the parties acting in concert with, CPMC, Shenwan Hongyuan, the Receiving Agent, the Share Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates (whichever applicable) and any other 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 tendered by you will be deemed to constitute a representation and warranty from you to the Offeror that the local laws and requirements have been complied with. You should consult their own professional advisers if in doubt.

**This Form of Acceptance should be read in conjunction with the Offer Document.**

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

The Offer is conditional. Shareholders are advised to read the Offer Document before completing this Form of Acceptance. To accept the Offer made by Shenwan Hongyuan for and on behalf of the Offeror to acquire your Share(s), you should complete and sign this Form of Acceptance overleaf and forward 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), for the whole or in respect of part of your holding of Share(s), or if applicable, for not less than the number of the Shares in respect of which you intend to accept the Offer, by post or by hand, to the Receiving Agent, **Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, in an envelop marked "CPMC Holdings Limited – Offer", no later than 4:00 p.m. on Tuesday, 3 September 2024 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.** The provisions of Appendix I to the Offer Document are incorporated into and form part of this Form of Acceptance.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "I. PROCEDURES FOR ACCEPTANCE OF THE OFFER" in Appendix I to the Offer Document in particular as to the matters which you should consider.

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

**To: The Offeror and Shenwan Hongyuan**

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 Offer made by Shenwan Hongyuan for and on behalf of the Offeror, as contained in the Offer 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. I/We understand and acknowledge that, if no number is inserted in the box title "Number of Shares to be transferred" or a number inserted on this Form of Acceptance is greater or smaller than my/our registered holding of Share(s) as represented by the certificates for Shares tendered for acceptance of the Offer, my/our Form of Acceptance will be considered to be incomplete and accordingly, my/our acceptance of the Offer will be invalid. This form will be returned to me/us for correction and resubmission. Any corrected form must be resubmitted and received by the Receiving Agent on or before the latest time for acceptance of the Offer on the Final Closing Date;
    - (b) my/our irrevocable instruction and authority to each of the Offeror and Shenwan Hongyuan and/or their respective agent(s) to collect from CPMC or the Share 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 Receiving Agent and to authorise and instruct the Receiving Agent to hold such Share certificate(s), subject to the terms and conditions of the Offer, as if it/they were delivered to the Receiving Agent together with this Form of Acceptance;
    - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Shenwan Hongyuan or 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 to under the terms of the Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the 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 CPMC no later than seven (7) Business Days after the later of the date on which the Offer becomes or is declared unconditional in all respects and the receipt of all the relevant documents by the Receiving Agent to render such acceptance complete and valid;  
*(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or first-named 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 Shenwan Hongyuan 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 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 the Offeror and/or Shenwan Hongyuan 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 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 he may direct my/our Share(s) tendered for acceptance of the 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 tendered for acceptance under the Offer to the Offeror or such person or persons as he may direct free from all encumbrances and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive dividends and other distributions, if any recommended, declared, made or paid on or after the Final Closing Date; and
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Shenwan Hongyuan and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror and Shenwan Hongyuan that (i) the Shares held by me/us to be acquired under the Offer are sold free from all encumbrances together with all rights attached thereto, including but not limited to all rights to any dividend or other distribution (in form or in kind) declared, made or paid, if any, the record date of which is on or after the date on which the Offer is made, being the date of the despatch of the Offer Document, in any event and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror or Shenwan Hongyuan or other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer.
  3. In the event that my/our acceptance is not valid in accordance with the terms of the 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 CPMC.  
*Note: If you submit the transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant Share certificate(s) is/are collected by any of the Offeror or Shenwan Hongyuan or any of their agent(s) from CPMC or the Share Registrar on your behalf, you will be returned 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 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 Offer. 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.
  5. I/We represent and warrant to the Offeror and Shenwan Hongyuan and their respective advisers in respect of the Offers 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 Offer.
  6. I/We represent and warrant to the Offeror and Shenwan Hongyuan 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 CPMC to accept the 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, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and 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 represent and warrant to the Offeror and Shenwan Hongyuan that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in connection with my/our acceptance of the Offer.
  8. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
  9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

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.

## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Shenwan Hongyuan and the Receiving Agent 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 the 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. It is important that you should inform the Offeror and/or Shenwan Hongyuan and/or the Receiving Agent immediately of any inaccuracies in the data supplied.

#### 2. Purposes

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

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Offer Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of members of CPMC;
- conducting or assisting to conduct signature verifications and any other verification or exchange of information;
- establishing your entitlements under the Offer;
- distributing notices and communication to you from the Offeror, Shenwan Hongyuan, the Share Registrar, CPMC, the Receiving Agents and/or their respective agents, officers, advisers;
- compiling statistical code information and Shareholders profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise), including to the Stock Exchange, the SFC and applicable regulatory or governmental bodies, and otherwise to comply with any legal obligation to which any of the Offeror, Shenwan Hongyuan and/or the Receiving Agent (as applicable) is subject;
- disclosing relevant information to facilitate claims of entitlements;
- any other purpose in connection with the business of the Offeror, Shenwan Hongyuan, CPMC and/or the Receiving Agent; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Shenwan Hongyuan and/or the Receiving Agent to discharge their obligations to the Shareholders and/or regulators and/or under applicable regulations and any other purposes 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, Shenwan Hongyuan, CPMC and/or the Receiving Agent may, to the extent necessary for achieving the purposes above or any of them, disclose and 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, Shenwan Hongyuan, CPMC, the Receiving Agent and/or their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, payment, logistical, brokerage, securities or other services to the Offeror, Shenwan Hongyuan, CPMC, the Receiving Agent and/or their agents, officers and advisers, in connection with the operation of their business;
- the Stock Exchange, the SFC and any applicable regulatory or governmental bodies;
- HKSCC Nominees Limited;
- any other persons or institutions with which you have or propose to have dealings, such as bank managers, solicitors, accountants, licensed securities dealers or registered institutions in securities, or otherwise ask us to communicate with; and
- any other persons or institutions whom the Offeror, Shenwan Hongyuan, CPMC, the Receiving Agent and/or their agents, officers and advisers consider to be necessary or desirable in connection with any of the above purposes.

#### 4. Retention of Personal Data

The Offeror, Shenwan Hongyuan, and the Receiving Agent 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 and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Shenwan Hongyuan, CPMC, the Receiving Agent and/or their agents, officers and advisers hold 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, Shenwan Hongyuan, CPMC, the Receiving Agent and/or their agents, officers and advisers have the right to charge a reasonable fee for the processing of any data access requests.

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 Shenwan Hongyuan, CPMC and/or the Receiving Agent.

**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要約人、申萬宏源及接收代理在個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)方面之政策及慣例。

#### 1. 收集個人資料之原因

閣下如欲就本身之股份接納要約，則必須提供所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納申請不獲受理或受到延誤。這亦可能妨礙或延遲寄發閣下根據要約應得之代價。如所提供之任何資料不準確，閣下務須立即通知要約人及/或申萬宏源及/或接收代理。

#### 2. 用途

閣下於本接納表格提供之個人資料可能會使用、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閣下是否已遵循本接納表格及要約文件所載列之條款及申請手續；
- 登記以閣下名義作出之股份轉讓；
- 保存或更新中樞包裝有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立閣下於要約項下之權益；
- 分發要約人、申萬宏源、股份過戶登記處、中樞包裝、接收代理及/或彼等各自之代理、高級人員及顧問向閣下發出之通知及通訊；
- 編製統計代碼資料及股東概況；
- 按法律、規則或規例(不論法定與否)作出披露，包括向聯交所、證監會及相關監管或政府團體，以及另行遵守要約人、申萬宏源及/或接收代理(按適用)任何一方負上之任何法律義務；
- 披露有關資料以方便進行權益申索；
- 與要約人、申萬宏源、中樞包裝及/或接收代理之業務有關之任何其他用途；及
- 有關以上任何其他連帶或相關用途及/或以便要約人及/或申萬宏源及/或接收代理履行彼等對股東及/或監管機關及/或於適用規例項下之責任，以及股東可能不時同意或獲告知之任何其他用途。

#### 3. 轉交個人資料

於本接納表格所提供之個人資料將予保密，惟要約人、申萬宏源、中樞包裝及/或接收代理為達致上述或當中任何用途而可能在必要情況下向、獲或與以下任何及所有人士及實體披露及轉交(不論在香港境內或境外)有關個人資料：

- 要約人、申萬宏源、中樞包裝、接收代理及/或彼等之代理、高級人員及顧問；
- 向要約人、申萬宏源、中樞包裝、接收代理及/或彼等之代理、高級人員及顧問提供與其業務運作有關之行政、付款、物流、經紀、證券或其他服務之任何代理、承包商或第三方服務供應商；
- 聯交所、證監會及任何相關監管或政府團體；
- 香港中央結算(代理人)有限公司；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如銀行經理、律師、會計師、持牌證券交易商或註冊證券機構，或要求我們進行溝通者；及
- 要約人、申萬宏源、中樞包裝、接收代理及/或彼等之代理、高級人員及顧問認為就以上任何用途而言為必要或適宜之任何其他人士或機構。

#### 4. 保留個人資料

要約人、申萬宏源及接收代理將按滿足收集個人資料所需用途之期限保留於本表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

#### 5. 索取及更正個人資料

該條例給予閣下權利確定要約人、申萬宏源、中樞包裝、接收代理及/或彼等之代理、高級人員及顧問是否持有閣下之個人資料、索取有關資料之副本，以及更正任何不正確之資料。依據該條例之規定，要約人、申萬宏源、中樞包裝、接收代理及/或彼等之代理、高級人員及顧問有權就處理任何索取資料之要求而收取合理費用。

所有關於索取資料或更正資料或索取有關政策及慣例及所持資料類型之資料之要求，應提交予要約人、申萬宏源、中樞包裝及/或接收代理。

閣下一經簽署本接納表格，即表示同意上述所有條款。