The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this form, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form. 香,港聯合交易所有限公司及香港中央結算有限公司對本表格內容概不負責,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表格全部或任何部份內容而產生或因依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 composite offer and response document dated 25 October 2024 ("Composite Document") issued jointly by Xingda International Holdings Limited and Great Trade Limited. 除文義另有所指外,本接納表格所用詞彙與興達國際控股有限公司及Great Trade Limited於二零二四年十月二十五日聯合刊發之綜合要約及回應文件(「綜合文件」)所界定之詞彙具有相同涵義。

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

本接纳及過戶表格在 閣下欲接納要約時適用。



XINGDA INTERNATIONAL HOLDINGS LIMITED

興達國際控股有限公司

(Incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立之有限公司) (Stock Code: 1899)

(股份代號: 1899)

## FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.1 EACH IN THE ISSUED SHARE CAPITAL OF XINGDA INTERNATIONAL HOLDINGS LIMITED 興達國際控股有限公司 已發行股本中

每股面值0.1港元之股份之接納及過戶表格

# All parts should be completed in full 全部欄位均需填妥

Brach Share Registrar and Transfer Office in Hong Kong: Boardroom Share Registrars (HK) Limited Room 2103B, 21/F., 148 Electric Road, North Point, Hong Kong 香港股份過戶登記分處:寶德隆證券登記有限公司 香港北角電氣道148號21樓2103B室

You must insert the total number of Share(s) for which the Offer is accepted. 閣下必須填上接納要 約之股份總數。	FOR THE CONSIDERATION stated below the Transferor(s) named below hereby accept(s) the Offer and transfer(s) to the Transferee 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. 下列轉讓人謹此根據本表格及綜合文件所截條款及條件,按下列代價接納要約並將以下註明之轉讓人所持股份轉讓子下列承讓人。			
	Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(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 TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(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\$1.30 in cash for each Share 每股股份現金1.30港元		
	TRANSFEREE 承譲人	Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	Great Trade Limited Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands Corporation 企業	

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

Signature(s) of Transferor(s)/Company chop (if applicable) 轉讓人簽署/公司印鑑(倘適用)

ALL JOINT HOLDERS MUST SIGN HERE 所有聯名 持有人均須 於本欄簽署

Address of witness 見證人地址

Occupation of witness 見證人職業

Date of submission of this Form of Acceptance and Transfer 提交本接納及過戶表格之日期

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見證人見證下簽署: Signature of witness 見證人簽署	For and on behalf of 代表 Great Trade Limited Authorised Signatory(ies) 授權簽署人			
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 of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署			
Signed by the Transferee or its duly authorised agent(s) this day of 2024. 由承讓人或其正式授權件理於一案一四年 月 日簽署。				

Note: 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 of acceptance of the Offer. *Rit:* 請填上後期要約之股份總數。老無填上數目,或所填上數目超過或低於 關下登記持有之股份數目或 關下簽署本表格並就接納要約所提交賞體股份數目,本表格將予退回 關下更正及再次寄出。任何經更正表格必須在要約最後接納時限或之前再 次济出並出過戶登記處收取。

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

# If you have sold or transferred all your Shares in Xingda International Holdings Limited, you should at once hand this Form of Acceptance and Transfer and the Composite Document to the purchaser(s) or the transferee(s) or to the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Offer to persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about or obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the applicable legal and regulatory requirements of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities, regulatory or legal requirements and the payment of any transfer or cancellation or other taxes due in respect of such jurisdiction.

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

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

To accept the Offer made by Shenwan Hongyuan on behalf of the Offeror, you should complete and sign this Form of Acceptance and Transfer overleaf and forward this Form of Acceptance and Transfer, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title in respect of the Shares (and/or any satisfactory indemnity or indemnities required in respect thereof) ("**Title Documents**") for the number of Shares in respect of which you intend to accept the Offer, by post or by hand, to the Registrar, Boardroom Share Registrars (HK) Limited at Room 2103B, 21/F, 148 Electric Road, North Point, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on Friday, 15 November 2024 (or such later time and/or date as the Offeror may announce with the permission of the Executive).

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

#### To: The Offeror and Shenwan Hongyuan

- My/Our execution of this Form of Acceptance and Transfer (whether or not this Form of Acceptance and Transfer 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 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, 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 under the terms of the Offer after deducting all sellers' 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 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 within seven Business Days after the later of (i) the date on which the duly completed an signed Form of Acceptance and Transfer and the relevant documents of title in respect of such acceptances are received by the Registrar to render each such acceptance complete and valid; or (ii) the date when the Offer becomes or is declared unconditional:

(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, Shenwan Hongyuan, the Registrar or such person or persons as either 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, Shenwan Hongyuan or such person or persons as they may direct to complete, amend and execute 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 and together with all rights attaching thereto, including the right to receive all future dividends or distributions declared, paid or made in respect thereof as at the Closing Date or subsequently becoming attached to them, including the right to receive or retain all dividends and other distributions, if any, the record date in respect of which falls on or after the Closing Date;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Shenwan Hongyuan 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, Shenwan Hongyuan or their respective agent(s) to collect from 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 and conditions 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 be deemed to constitute a warranty to the Offeror and the Company that the Share(s) specified in this Form of Acceptance and Transfer acquired under the Offer will be free from all third party rights and Encumbrances whatsoever and together with all rights accruing or attaching thereto including the right to receive in full all dividends and distributions hereafter declared, paid or made in respect thereof as at the Closing Date or subsequently becoming attached to them, including the right to receive or retain all dividends and other distributions, if any, the record date in respect of which falls on or after the Closing Date.
- 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 Title Documents, together with this Form of Acceptance and Transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 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 members 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, Shenwan Hongyuan or their respective agent(s) from 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 Title Documents for the whole or part of my/our holding of Share(s) 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 and Transfer or Title Documents will be given. I/we further understand that all documents will be sent at by ordinary post my/our own risk.
- 5. I/We warrant that 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 and Shenwan Hongyuan that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent which may be required and the compliance with necessary formalities or legal or regulatory requirements that I/we have not taken or omitted to take any action which will or may result in the Company, the Offeror or Shenwan Hongyuan or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- 7. I/We warrant to the Offeror and Shenwan Hongyuan that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company.
- I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance and Transfer, all 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 her nominee.

**本接納及過戶表格乃重要文件,請即處理。** 閣下如對本接納及過戶表格之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。

#### 閣下如已將名下之興達國際控股有限公司股份全部售出或轉讓,應立即將本接納及過戶表格及綜合文件送交買主或承讓人,或經手買賣或轉讓之持牌證券交易商、註冊證券機構或其他代理 商,以便轉交買主或承讓人。

向香港境外司法權區之居民提呈要約可能會受有關司法權區之法例影響。倘 閣下為香港境外司法權區之市民、居民或擁有當地國籍之人士,應就要約於有關司法權區之限制自行尋求適當之 法律意見,並遵守任何適用監管或法律規定。 閣下如欲接納要約,須自行負責就此全面遵守有關司法權區之適用法律及監管規定,包括取得任何所需之政府、外匯管制或其他同意,以及遵 守其他必要手續或監管或法律規定,以及支付所有有關司法權區任何應付之轉讓或註銷或其他税款。

## 本接納及過戶表格填寫方法

本接納及過戶表格應與綜合文件一併閱讀。綜合文件附錄一之條文已經收錄在本接納及過戶表格內,並構成其中一部份。

閣下如欲接納由申萬宏源代表要約人提出之要約,應填妥及簽署本接納及過戶表格之背頁,連同不少於 閣下欲接納要約之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/或就此所需並令人信納之任何彌償保證)(「所有權文件」),於實際可行情況下盡快郵寄或專人送交之方式送抵過戶登記處寶德隆證券登記有限公司(地址為香港北角電氣道148號21樓2103B 室),方為有效,惟無論如何必須於二零二四年十一月十五日(星期五)下午四時正(或要約人在執行人員允許下可能公佈之有關較後時間及/或日期)前送達。

## 要約之接納及過戶表格

## 致:要約人及申萬宏源

- 1. 本人/吾等一經簽署本接納及過戶表格(不論本接納及過戶表格是否已註明日期),即表示本人/吾等之承繼人及受讓人將受此約束,並表示:
  - (a) 本人/吾等按綜合文件及本接納及過戶表格所述代價, 願意不可撤回地按照並遵守當中所述條款及條件,就本接納及過戶表格所註明之股份數目接納綜合文件所載由申萬宏源代表 要約人提出之要約。
  - (b) 本人/吾等不可撤回地指示及授權要約人、申萬宏源或彼等各自之代理,各自就本人/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所有賣方 從價印花税),以「不得轉讓一只准入拾頭人賬戶」方式向本人/吾等開出劃線支票,然後於(1)過戶登記處接獲妥為填寫及簽署的接納表格及相關所有權文件致使該項接納申請成為完 整及有效當日;或(ii)要約成為無條件或宣佈為無條件當日(以較遲者為準)後計七個營業日內按以下地址以平郵方式寄予以下人士,或如無於下欄填上姓名及地址,則按本公司股東 名冊所示登記地址以平郵方式寄予本人或吾等當中名列首位者(如屬聯名登記股東),郵說風險機由本人/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,則請在本欄填上該名人士之姓名及地址。)

**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、申萬宏源、過戶登記處或彼等任何一方可能就此指定之有關人士,各自代表本人/吾等製備及簽立香港法例第117章印花税條例第19(1)條 規定本人/吾等作為根據要約出售股份之賣方須製備及簽立之成交單據,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、申萬宏源或彼等任何一方可能指定之有關人士,各自代表本人/吾等填妥、修改及簽署任何文件,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,則有關人士可刪去該日期,然後填上另一日期,以及辦理任何其他必需或權宜之手續,將本人/吾等提就接納要約所交回之 股份轉歸要約人或其可能指定之有關人士所有;
- (e) 本人/吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項,以將本人/吾等就接納要約所交回之股份轉讓予要約人或其可能指定之有關人士,該等股份並不附帶任何產權負擔,並連同附帶的一切權利,包括全數收取於截止日期就股份今後宣派、派付或作出的全部股息及分派之權利,或其後將附帶於股份之權利,包括收取或保留有關記錄日期為截止日期或之後之所有股息及其他分派(如有)之權利;
- (f) 本人/吾等同意追認由要約人、申萬宏源或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜;及
- (g)本人/吾等不可撤回地指示及授權要約人、申萬宏源或彼等各自之代理,代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據,並憑此向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及條件持有有關股票,猶如有關股票已連同本接納及過戶表格一併送交過戶登記處無異。
- 2. 本人/吾等明白本人/吾等接納要約,將被視為構成向要約人及本公司保證要約項下購入本接納及過戶表格列明的股份不附帶任何第三方權利及產權負擔,並連同其應計附帶的一切權利,包括全數收取於截止日期就股份今後宣派、派付或作出的全部股息及分派之權利,或其後將附帶於股份之權利,包括收取或保留有關記錄日期為截止日期或之後之所有股息及其他分派(如有)之權利。
- 3. 倘本人/吾等之接納根據要約之條款而言乃屬無效或被視為無效,則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下,本人/吾等授權並懇請 閣下將本人/吾等之所有 權文件連同已正式註銷之本接納及過戶表格以平郵方式一併寄予上文1(b)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 关下交出一份或以上通户收据,而要约人、申万宏源或彼等各自之代理已代表 阁下从遍户登记处领取有酬股票,则毁遣予 阁下者将為有酬股票而非通户收据。

- 4. 本人/吾等茲附上本人/吾等持有之股份之全部或部分相關所有權文件,由 閣下按要約之條款及條件予以保存。本人/吾等明白任何交回之接納及過戶表格或所有權文件概不獲發收 據。本人/吾等亦了解以平郵方式寄發之所有文件之一切郵誤風險概由本人/吾等自行承擔。
- 本人/吾等保證,本人/吾等有十足權利、權力及授權以接納要約之方式,向要約人出售及移交本人/吾等之股份之所有權及擁有權。
- 6. 本人/吾等向要約人及申萬宏源保證,本人/吾等已遵守在本公司股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納要約方面之法例,包括取得任何所需之政府、外匯管 制或其他同意,及辦理一切必須之手續或遵守法律或監管規定,而本人/吾等並無採取或還漏採取任何行動,導致(或可能導致)本公司、要約人或申萬宏源或任何其他人士就進行要約 或本人/吾等接納要約時違反任何司法權區之法例或監管規定,且本人/吾等現根據所有適用法例乃有權接受及接納要約及其任何修訂本,而根據所有適用法例,有關的接納均為有效及 具有約束力。

7. 本人/吾等向要約人及申萬宏源保證,本人/吾等將會全權負責支付在本公司股東名冊上所示本人/吾等地址所在相關司法權區應付之任何轉讓税或其他税項或徵税。

- 8. 本人/吾等知悉,除在综合文件及本接納及過戶表格清楚列明者外,所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。
- 9. 本人/吾等確認以接納要約之方式售予要約人之本人/吾等之股份將以要約人或其代理人名義登記。

## PERSONAL DATA

#### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Shenwan Hongyuan and the Registrar 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 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 is important that you should inform the Offeror, Shenwan Hongyuan 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 and Transfer may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of your compliance with the terms and application
  procedures set out in this Form of Acceptance and Transfer and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as Shenwan Hongyuan and the Registrar;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Offer;
  any other purpose in connection with the business of the Offeror, the Company or the
- Registrar; and
   any other incidental or associated purposes relating to the above and 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 and Transfer will be kept confidential but the Offeror and Shenwan Hongyuan 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 and/or its agent(s), such as Shenwan Hongyuan and the Registrar;

- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Shenwan Hongyuan and/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, Shenwan Hongyuan and/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, Shenwan Hongyuan and/ 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, Shenwan Hongyuan 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, Shenwan Hongyuan and/or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE AND TRANSFER 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、申萬宏源及過戶登記處有關個人資料及香港法例第 486章個人資料(私聽)條例(「該條例」)的政策及慣例。

1. 收集 閣下個人資料的原因

如 閣下就本身之股份接納要約, 閣下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 閣下之接納申請被拒或受到延誤。如所提供的資料不準確, 閣下須即時知 會要約人、申萬宏源及/或過戶登記處。

- 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 關下之接納申請及核實 關下是否已遵循本接納及過戶表格及綜合文件載列的條款 及申請手續;
  - 登記以 閣下名義作出之股份轉讓;
  - 保存或更新有關股東名冊;
  - 核實或協助核實簽名,以及進行任何其他資料核實或交換;
  - 由要約人及/或其代理人(如申萬宏源及過戶登記處)發佈通訊;
  - 編製統計資料及股東概況;
  - 按法例、規則或規例(無論法定或其他規定)作出披露;
  - 確立 閣下於要約項下之權益;
  - 有關要約人、本公司或過戶登記處業務之任何其他用途;及
  - 有關上文所述任何其他附帶或關連用途及股東可能不時同意或知悉的其他用途。

## 3. 轉交個人資料

於本接納及過戶表格所提供之個人資料將作為機密資料保存,惟要約人、申萬宏源及/或過戶 登記處為達致上述或有關任何上述之用途,可能作出彼等認為必須之查詢,以確認個人資料之 準確性,尤其可向或自下列任何及所有個人及實體披露、獲取、轉交(無論在香港或香港以外 的地區)該等個人資料:

- 要約人及/或其代理,如申萬宏源及過戶登記處;
- 為要約人、申萬宏源及/或過戶登記處之業務經營提供行政、電訊、電腦、付款或其他 服務之任何代理、承包商或第三方服務供應商;
- 任何監管或政府機構;
- 與 閣下進行交易或建議進行交易的任何其他人士或機構,如 閣下的銀行、律師、會 計師或持牌證券交易商或註冊證券機構;及
- 要約人、申萬宏源及/或過戶登記處認為必須或適當情況下之任何其他人士或機構。
- 4. 獲取及更正個人資料

根據該條例規定,閣下有權確認要約人、申萬宏源及/或過戶登記處是否持有 閣下之個人資料,並獲取該資料副本,以及更正任何錯誤資料。依據該條例之規定,要約人、申萬宏源及/或過戶登記處有權就處理獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或 發取有關政策及慣例及所持資料類型之資料之所有請求,須提交予要約人、申萬宏源及/或過 戶登記處(視情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款。