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香港交易及結算有限公司、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及過戶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，並明確表示概不對因本接納及過戶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之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance and Transfer shall bear the same meanings as those defined in the offer document dated 20 January 2016 (the "Offer Document") issued by Glory Emperor Trading Limited.

除文義另有所指外，本接納及過戶表格所用詞彙與耀帝貿易有限公司於二零一六年一月二十日刊發之要約文件（「要約文件」）所界定者具有相同涵義。

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

閣下如欲接納股份要約，請使用本接納及過戶表格。

KEE

KEE Holdings Company Limited 開易控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 2011)

(股份代號：2011)

FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF KEE HOLDINGS COMPANY LIMITED

開易控股有限公司
已發行股本中每股面值0.01港元之股份之
接納及過戶表格

TO BE COMPLETED IN FULL 每項均須填寫

Branch share registrar in Hong Kong: Tricor Investor Services Limited

香港股份過戶登記分處：卓佳證券登記有限公司

Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong

香港皇后大道東183號合和中心22樓

You must insert the total number of Shares for which the Share Offer is accepted. 閣下必須填上接納股份要約之股份總數。	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the ordinary shares of HK\$0.01 each in the issued share capital of the Company (the "Share(s)") held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Offer Document. 下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明轉讓人所持有之公司已發行股本中每股面值0.01港元之股份（「股份」），惟須遵守本表格及隨附之要約文件內之條款及條件。		
	Number of Shares 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(es) 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)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
		Registered address 登記地址	Telephone number 電話號碼
	CONSIDERATION 代價	HK\$2.2789 in cash for each Share 每股股份現金2.2789港元	
TRANSFEEE 承讓人	Name: 名稱: Correspondence Address: 通訊地址: Occupation: 職業:	Glory Emperor Trading Limited 耀帝貿易有限公司 Suite 510, Chater House, 8 Connaught Road Central, Central, Hong Kong 香港中環干諾道中8號遮打大廈510室 Corporation 法人團體	

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:

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)/Company chop (if applicable)

轉讓人簽署/公司印鑑(如適用)

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 for and on behalf of the Transferee in the presence of:

承讓人或其代表在下列見證人見證下簽署:

Signature of Witness 見證人簽署:

Name of Witness 見證人姓名:

Address of Witness 見證人地址:

Occupation of Witness 見證人職業:

代表

Glory Emperor Trading Limited

耀帝貿易有限公司

Authorised Signatory(ies)

授權簽署人

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式獲授權代表簽署

SIGNED by or for and on behalf of the Transferee to this transfer, this _____ day of _____ 2016 由承讓人或其代表於二零一六年_____月_____日簽署

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted in the box titled "Number of Share(s) to be transferred" or a number in excess of your registered holding of Share(s) is inserted on this Form of Acceptance and Transfer and you have signed this Form of Acceptance and Transfer in respect of the Share Offer will be considered to be incomplete and accordingly, your acceptance of the Share Offer will be invalid. If the number inserted in this Form of Acceptance and Transfer is smaller than the Shares tendered and you have signed this Form of Acceptance and Transfer, you will be deemed to have accepted the Share Offer in respect of the Shares equal to the number of the Shares inserted in this Form of Acceptance and Transfer.

附註: 請填上接納股份要約所涉之股份總數。倘並無於「將予轉讓之股份數目」一欄填上數目，或於本接納及過戶表格上填上之數目大於閣下登記持有之股份數目，而閣下已簽署本接納及過戶表格，則閣下有關於股份要約之接納及過戶表格將被視為並未填妥，因此，閣下之股份要約接納將會無效。倘於本接納及過戶表格上所填的數目少於所提交的股份，而閣下已簽署本接納及過戶表格，則閣下將被視為已就相等於本接納及過戶表格所填寫數目之股份接納股份要約。

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, bank manager, solicitor, professional accountant or other professional advisers.

If you have sold or otherwise transferred all your Share(s), you should at once hand this Form of Acceptance and Transfer and the accompanying 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).

China International Capital Corporation Hong Kong Securities Limited (“CICC”) is making the Share Offer for and on behalf of the Offeror. The making of the Share Offer to the Independent Shareholders having registered addresses outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Independent Shareholder, you should satisfy yourself about and observe all applicable legal and regulatory requirements in the relevant jurisdictions. 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 but not limited to the obtaining of all governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You will also be fully responsible for the payment of any such transfer or other taxes and duties due by you in respect of the acceptance of the Share Offer. The Offeror, CICC, the Company, any of their respective directors and professional advisers and all persons involved in the Share Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes and duties as you may be required to pay. Acceptance of the Share Offer by you will constitute a warranty by you to the Offeror, CICC and the Company 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 and have made all requisite registration and filing in compliance with all necessary formalities, regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance in any relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether to accept or reject the Share Offer.

This Form of Acceptance and Transfer should be read in conjunction with the accompanying Offer Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

Independent Shareholders are advised to read the Offer Document before completing this Form of Acceptance and Transfer. To accept the Share Offer made by CICC for and on behalf of the Offeror to acquire your Share(s), you should complete and sign this Form of Acceptance and Transfer 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 Share Offer, by post or by hand, marked “**KEE Holdings Company Limited – Share Offer**” on the envelope to the Registrar, **Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong no later than 4:00 p.m. on 17 February 2016 (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the requirements of the Takeovers Code.** The provisions of Appendix I to the Offer Document are incorporated into and form part of this Form of Acceptance and Transfer.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the section headed “Nominee Registration” in Appendix I to the Offer Document in particular as to the matters which you should consider.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: The Offeror and CICC

1. My/Our execution of this Form of Acceptance and Transfer shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Share Offer made by CICC 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 and Transfer; If the number of Shares in respect of acceptances for the Share Offer as inserted by me/us in this Form of Acceptance and Transfer exceeds the number of Shares represented by the share certificate(s) and/or other document(s) of title accompanying the Form of Acceptance and Transfer or otherwise provided by me/us as above, or if no such number of Shares is inserted by me/us, then this acceptance will not be counted as valid and the Form of Acceptance and Transfer will be rejected. If the number specified in this Form of Acceptance and Transfer is smaller than the Shares tendered and I/we have signed this Form of Acceptance and Transfer, I/we will be deemed to have accepted the Share Offer in respect of the Shares equal to the number of the Shares specified in this Form of Acceptance and Transfer;
 - (b) my/our irrevocable instruction and authority to each of the Offeror, CICC 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 and Transfer;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or CICC 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 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 within seven Business Days following the date of the receipt of all the relevant documents by the Registrar to render the acceptance under the Share Offer 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 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 CICC 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 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 Share 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;
 - (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 Shares tendered for acceptance under the Share Offer to the Offeror or such person or persons as it 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 declared, made or paid, if any, on or after the Closing Date; and
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CICC and/or the Company 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 Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, CICC and the Company that (i) the Shares held by me/us to be acquired under the Share Offer are sold free from all encumbrances whatsoever and together with all rights attaching thereto, including, without limitation, the rights to receive dividends and other distributions declared, made or paid, if any, on or after the date of the Offer Document and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, CICC, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer, and I am/we are permitted under all applicable laws and regulations to receive and accept the Share Offer, and any revision thereof, and 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 and Transfer 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 Independent Shareholders) at the registered address shown in the register of members of the Company.
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 or CICC 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).
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. I/We understand that no acknowledgement of receipt of any Form of Acceptance and Transfer, 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 warrant and represent to the Offeror, CICC and the Company that I am/we are the registered Independent Shareholder(s) of the number of Shares specified in this Form of Acceptance and Transfer and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We warrant to the Offeror, CICC 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, 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 warrant to the Offeror, CICC and the Company 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 Share Offer.
8. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance and Transfer, all the acceptance, 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 the Offeror or its nominee.

本接納及過戶表格乃重要文件，閣下須即時處理。

閣下如對本接納及過戶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。

閣下如已將名下股份全部售出或轉讓，應立即將本接納及過戶表格連同隨附之要約文件一並送交買主或承讓人，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，以便轉交買主或承讓人。

中金香港證券現代表要約人提出股份要約。向登記地址位於香港境外的獨立股東提出股份要約或會受到有關司法管轄區之法例影響。倘閣下為海外獨立股東，閣下應自行瞭解及遵守有關司法管轄區的所有適用法律及監管規定。閣下如欲接納股份要約，則有責任自行全面遵守有關司法管轄區之相關法律及法規，包括但不限於獲得一切所需之政府、外匯管制或其他同意及登記或存檔，並遵守一切所需手續及監管，及／或法律規定。閣下亦須負責支付就接納股份要約之任何有關轉讓費或其他稅項及徵費。要約人、中金香港證券、本公司、彼等各自之任何董事及專業顧問及任何涉及股份要約之人士以及任何彼等各自之代理人均有權獲全面彌償保證及毋須就閣下可能須付之任何稅項及徵費承擔任何責任。閣下接納股份要約，即構成閣下向要約人、中金香港證券及本公司保證閣下已遵守所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納股份要約及其任何修訂，而閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他同意及辦妥所需之登記或存檔，並已支付閣下於有關司法管轄區接納而應付之所有轉讓費或其他稅項及徵費或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。閣下決定接納或拒絕股份要約應諮詢專業意見。

本接納及過戶表格應連同隨附之要約文件一並閱覽。

本接納及過戶表格填寫方法

獨立股東於填寫本接納及過戶表格前，務請先閱讀要約文件。為接納中金香港證券代表要約人收購閣下之股份所提出的股份要約，請填妥及簽署背頁的本接納及過戶表格，並將整份表格，連同就閣下持有的所有或部分股份、或(倘適用)不少於閣下有意接納股份要約的數目的股份有關股票及／或過戶收據及／或任何其他權證文件(及／或任何就此所需之一份或多份令人信納的彌償保證書)，一並以郵寄或專人送交方式(信封註明「開易股份要約」)，送抵過戶登記處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓，惟無論如何不得遲於二零一六年二月十七日下午四時正(香港時間)，或要約人根據收購守則之規定可能釐定及公佈之較後時間及／或日期。要約文件附錄一之條文已載入並構成本接納及過戶表格之一部份。

注意事項：如閣下以代名人或其他身份代表另一位人士持有股份，敬請閱覽要約文件附錄一「代名人登記」一節，尤其關於閣下應加以考慮的該等事項。

有關股份要約之接納及過戶表格

致：要約人及中金香港證券

1. 本人／吾等一經簽立本接納及過戶表格，本人／吾等之承繼人及受讓人將受此約束，並表示：

(a) 本人／吾等不可撤回地就本接納及過戶表格上所註明數目之股份，按照及根據要約文件及本接納及過戶表格所述之代價、條款及條件接納要約文件所載由中金香港證券代表要約人提出之股份要約；本人／吾等於本接納及過戶表格上填上有關接納股份要約之股份數目大於隨附於接納及過戶表格或上述由本人／吾等提供之股票及／或其他所有權文件代表之股份數目，或倘並無填上有關股份數目，則本接納將被視為無效，而接納及過戶表格將不獲受理。倘本接納及過戶表格所註明之數目小於所交回之股份，而本人／吾等已簽署本接納及過戶表格，則本人／吾等將被視為已就相等於本接納及過戶表格所註明之股份數目之股份接納股份要約；

(b) 本人／吾等不可撤回地指示及授權要約人、中金香港證券及／或彼等各自任何代理，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／或其他權證文件(如有)(及／或就此所需任何令人信納之一份或多份彌償保證書)，憑此向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及根據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及過戶表格一並交回過戶登記處論；

(c) 本人／吾等不可撤回地指示及授權要約人及／或中金香港證券或彼等各自之代理，各自就本人／吾等根據股份要約之條款應得之現金代價(扣除本人／吾等有關於本人／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，然後於過戶登記處接獲一切有關文件致使股份要約項下之接納為完整及有效之日後七個營業日內，按以下地址以平郵方式寄予以下人士，郵誤風險概由本人／吾等自行承擔；

(附註：倘收取支票之人士有別於登記股東或排名首位之聯名登記股東，則請填上接收支票人士之姓名及地址)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

(d) 本人／吾等不可撤回地指示及授權要約人及／或中金香港證券及／或彼等其中一方可能就此指定之人士，代表本人／吾等以根據股份要約出售股份之賣方身份，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並根據該條例規定在本接納及過戶表格加蓋印花及背書證明；

(e) 本人／吾等承諾於必需或適當時簽立其他文件並採取其他行動，以進一步確保本人／吾等根據股份要約之接納轉讓予要約人或其可能指定之有關人士之股份，免除一切產權負擔，並連同就此產生或附帶之一切權利，包括但不限於截止日期或之後所宣派、作出或派付之股息及其他分派(如有)之權利；及

(f) 本人／吾等同意追認要約人及／或中金香港證券及／或本公司及／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所作出或進行之任何行動或事宜。

2. 本人／吾等明白本人／吾等提交股份要約接納書，將被視為表示本人／吾等向要約人、中金香港證券及本公司保證，(i)本人／吾等所持將根據股份要約被收購之股份，於出售時乃免除一切產權負擔，並連同就此產生或附帶之切權利，包括但不限於要約文件日期或之後所宣派、作出或派付之股息及其他分派(如有)之權利；及(ii)本人／吾等並無採取或不採取任何行動而將引致或可能引致要約人、中金香港證券、本公司或任何其他人士違反任何司法管轄區與股份要約有關之法律或監管規定，且本人／吾等根據所有適用法例及法規獲准收取及接納股份要約(及其任何修訂)，而根據所有適用法例及法規，該接納為有效及具有約束力。

3. 倘若根據股份要約之條款，本人／吾等之接納書無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人／吾等授權並要求閣下將本人／吾等之股票及／或過戶收據及／或任何其他權證文件(及／或就此所需並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及過戶表格一並寄回上述第1(c)段列名之人士及地址；如無填上姓名及地址，則按本公司股東名冊所示登記地址，以平郵方式寄回本人或吾等當名名列首位者(如屬聯名登記獨立股東)，郵誤風險概由本人／吾等自行承擔。

附註：若閣下於接納股份要約時提交過戶收據，同時要約人或中金香港證券任何一位或彼等的任何代表已從本公司或代表閣下的過戶登記處收取有關股票，則閣下將獲發還有關股票，而並非上述過戶收據。

4. 本人／吾等茲附上本人／吾等所持全部／部分股份之有關股票及／或過戶收據及／或任何其他權證文件(及／或就此所需並令人信納之一份或多份彌償保證書)，由閣下按照股份要約之條款及條件予以保存。本人／吾等明白將不會就任何接納及過戶表格、股票及／或過戶收據及／或任何其他權證文件(及／或就此所需之任何令人信納之一份或多份彌償保證書)獲發收訖通知書。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。

5. 本人／吾等向要約人、中金香港證券及公司保證及表明，本人／吾等為本接納及過戶表格指定股份數目之登記獨立股東，而本人／吾等擁有全部權利、權力及權限，透過接納股份要約之方式向要約人出售及轉讓本人／吾等所持股份之所有權及擁有權。

6. 本人／吾等向要約人、中金香港證券及本公司保證，本人／吾等已遵守本人／吾等於本公司股東名冊所列地址之所有適用法律及法規以及根據所有適用法律及法規獲允許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、外匯管制或其他方面之同意，作出所有必要手續或遵守監管及／或法律規定所規定之一切登記或存檔；且本人／吾等已支付本人／吾等就該接納應付之所有發行費、轉讓費或其他稅項及徵費或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力。

7. 本人／吾等向要約人、中金香港證券及本公司保證，本人／吾等須就支付關於本人／吾等接納股份要約應付之任何轉讓費或其他稅項或徵費承擔全部責任。

8. 本人／吾等確認，除非要約文件及本接納及過戶表格有明文規定，借本表格所規定的一切接納、指示、權力及承擔均不可撤回。

9. 本人／吾等確認以接納股份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名人義登記。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, CICC, 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 to under the Share Offer.

2. Purposes

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

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

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閣下、中金香港證券、本公司及過戶處及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份而接納股份要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會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。

2. 用途

閣下於本接納及過戶表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實遵循本接納及過戶表格及要約文件載列之條款及申請手續；
- 登記閣下名下股份之轉讓；
- 保存或更新有關股東名冊；
- 覈實或協助覈實簽名，以及進行任何其他資料覈實或交換；
- 發佈要約人及/或中金香港證券及/或本公司及/或彼等各自之代理、高級職員、顧問及過戶處之通訊；
- 編制統計資料及股東之資料；
- 確立股東之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 披露有關資料以方便處理申索或確定應得權益；
- 有關要約人、中金香港證券、本公司及/或過戶登記處業務之任何其他用途；及
- 有關上述任何其他臨時或關連用途及/或令要約人及/或中金香港證券及/或本公司得以履行其對股東及/或適用法規項下之責任，以及股東可能不時同意或知悉之其他用途。

3. Transfer of personal data

The personal data provided in this Form of Acceptance and Transfer will be kept confidential but the Offeror and/or CICC 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, CICC, the Company and/or any of their respective agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or CICC and/or the Company 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 bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or CICC and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstance

4. Retention of personal data

The Offeror and/or CICC and/or the Company and/or the Registrar will keep the personal data provided in this Form of Acceptance and Transfer 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 CICC 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 CICC and/or the Company and/or the Registrar has/have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, CICC, the Company 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

3. 轉交個人資料

本接納及過戶表格提供之個人資料將會保密，惟要約人及/或中金香港證券及/或本公司及/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要之查詢，以確認個人資料之準確性，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、轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、中金香港證券、本公司及/或其各自之任何代理、高級職員及顧問、過戶處及海外總登記處(如有)；
- 為要約人及/或中金香港證券及/或本公司及/或過戶登記處提供與其業務營運有關的行政、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/或中金香港證券及/或本公司及/或過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 保留個人資料

要約人及/或中金香港證券及/或本公司及/或過戶登記處將按收集個人資料之用途需要保留本接納及過戶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. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及/或中金香港證券及/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。依據該條例之規定，要約人及/或中金香港證券及/或本公司及/或過戶登記處可就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獲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、中金香港證券、本公司及/或過戶登記處(視乎情況而定)。

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。