

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Acceptance, 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 of Acceptance.

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 shall bear the same meanings as those defined in the composite offer and response document dated 3 April 2017 (the "Composite Document") jointly issued by Jilin Top Trading Co. Ltd.\* and its subsidiary Jilin Fiber Co., Limited and Jilin Qifeng Chemical Fiber Co., Ltd.\*

除文義另有所指外，本接納表格所用詞彙與吉林市拓普貿易有限公司及其附屬公司吉林纖維有限公司與吉林奇峰化纖股份有限公司聯合發佈日期為二零一七年四月三日之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 DOMESTIC SHARE OFFER.**

接納表格在 閣下欲接納內資股要約時適用。

## 吉林奇峰化纖股份有限公司

### Jilin Qifeng Chemical Fiber Co., Ltd.\*

(a joint stock limited company incorporated in the People's Republic of China with limited liability)  
(於中華人民共和國註冊成立的股份有限公司)

(Stock code: 549)

(股份代號: 549)

#### FORM OF ACCEPTANCE AND TRANSFER OF DOMESTIC SHARES OF

**RMB1.00 EACH IN THE ISSUED SHARE CAPITAL OF JILIN QIFENG CHEMICAL FIBER CO., LTD. ("QIFENG")\***

吉林奇峰化纖股份有限公司（「奇峰」）已發行股本中每股面值人民幣1.00元之內資股之接納及過戶表格

**All parts should be completed in full 每項均須填妥**

Office of Qifeng:  
No. 516-1, Jiuzhan Street,  
Jilin City, Jilin Province, the PRC  
奇峰辦事處：  
中國吉林省吉林市  
九站街516-1號

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Domestic Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有之內資股轉讓予下列「承讓人」。		
Number of Domestic Share(s) to be transferred (Note) 將予轉讓之內資股數目(附註)	FIGURES數目	WORDS大寫
Domestic Share certificate number(s) 內資股股票號碼		
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	RMB0.975 in cash for each Domestic Share 每股內資股現金人民幣0.975元	
TRANSFEEE 承讓人	Name: 名稱：	Jilin Top Trading Co. Ltd. and Jilin Fiber Co., Limited 吉林市拓普貿易有限公司及吉林纖維有限公司
	Registered address: 登記地址：	No. 250 Kunlun Street, Jilin Economic and Technological Development Zone, Jilin City, PRC 中國吉林省吉林經濟技術開發區崑崙街250號 Room 1501, Grand Millennium Plaza (Lower Block), 181 Queen's Road Central, Hong Kong 香港皇后大道中181號新紀元廣場（低座）1501室
	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：

**ALL JOINT:**

**HOLDERS MUST**

**SIGN HERE**

所有聯名持有人

均必須於本欄簽署



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

提交本接納表格之日期

#### Do not complete 請勿填寫本欄

Signed by the Transferee in the presence of:

承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

Date of signing by Transferee 由承讓人簽署之日期

For and on behalf of 代表

**Jilin Top Trading Co. Ltd. and Jilin Fiber Co., Limited**

吉林市拓普貿易有限公司及吉林纖維有限公司

**Signature of Transferee or its duly authorised agent(s)**

承讓人或其正式獲授權代表簽署

**Note:** Insert the total number of Domestic Shares for which the Domestic Share Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of Domestic Share(s) or those physical Domestic Share certificate(s) tendered for acceptance of the Domestic 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 Qifeng on or before the latest time for acceptance of the Domestic Share Offer. If the number inserted is smaller than your registered holding of Domestic Share(s) or those physical Domestic Share certificate(s) tendered for acceptance of the Domestic Share Offer and you have signed this form, you shall be deemed to have accepted the Domestic Share Offer in respect of the Domestic Shares equal to the number of the Domestic Shares specified in this form.

**附註：**請填上接納內資股要約之內資股總數。倘並無填上數目或所填數目大於 閣下登記持有之內資股或作接納內資股要約之實物內資股股票，而 閣下已簽署本表格，則表格將退回予 閣下進行修改及重新遞交。任何經更正之表格必須於接納內資股要約之最後期限或之前自行重新提交並送達奇峰。倘填上之數目小於 閣下登記持有之內資股或作接納內資股要約之實物內資股股票，而 閣下已簽署本表格，則 閣下將被視為已接納就內資股相等於本表格所列明之內資股數目之內資股要約。

\* For identification purpose only  
僅供識別

**THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in any doubt as to any aspect about this Form of Acceptance or as to the action to be taken, you should consult a 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 Domestic Shares, you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the bank, or 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 the transferee(s).

The making of the Domestic Share Offer to the overseas Qifeng Domestic Shareholders and/or their ability to participate in the Domestic Share Offer may be subject to the laws of the relevant jurisdictions in which they are resident or domiciled. Overseas Qifeng Domestic Shareholders should observe any applicable legal or regulatory requirements to which they may be subject including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes as a result of acceptance of the Domestic Share Offer. It is the responsibility of the overseas Independent Domestic Shareholders wishing to accept the Domestic Share Offer to satisfy themselves as to the full observance of the laws 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 and the payment of any issue, transfer or other taxes due in such jurisdiction as a result of acceptance of the Domestic Share Offer.

Any acceptance of the Domestic Share Offer by any Qifeng Domestic Shareholder will be deemed to constitute a representation and warranty from such Qifeng Domestic Shareholder to the Offerors and Qifeng that all applicable legal and regulatory requirements to which they may be subject have been complied with and that the Domestic Share Offer can be extended to and/or accepted by such Qifeng Domestic Shareholder lawfully under such requirements. Qifeng Domestic Shareholders should consult their professional advisers if in doubt.

This Form of Acceptance should be read in conjunction with the Composite Document. Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the Composite Document.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

Independent Domestic Shareholders are advised to read carefully the Composite Document before deciding whether or not to accept the Domestic Share Offer. To accept the Domestic Share Offer made by Top Trading, you should complete and sign this Form of Acceptance and forward this Form of Acceptance, together with the relevant Domestic Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the number of Domestic Share(s) in respect of which you wish to accept the Domestic Share Offer, by post or by hand, in an envelope marked "Qifeng Domestic Share Offer", to the office of Qifeng at No. 516-1, Jiuzhan Street, Jilin City, Jilin Province, The PRC c/o Xu Xuezhai as soon as practicable, but in any event so as to reach Qifeng at the aforesaid address no later than 4:00 p.m. on Friday, 30 June 2017 or such later time and/or date as the Offerors may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix 1 to the Composite Document are incorporated into and form part of this Form of Acceptance.

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

**To: The Offerors and Somerley Capital**

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) will be binding on my/our successors and assignees, and will constitute:
  - (a) my/our irrevocable acceptance of the Domestic Share Offer made by Top Trading, 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 Domestic Shares specified in this Form of Acceptance;
  - (b) my/our irrevocable instruction and authority to the Offerors, Somerley Capital 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 Domestic Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Domestic Share 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 Qifeng Domestic Shareholders) at the registered address shown in the register of members of Qifeng as soon as possible but in any event within 7 Business Days of the date of receipt of all the relevant documents by Qifeng to render the acceptance under the Domestic Share Offer complete and valid or of the Unconditional Date, whichever is later:  
*(Insert name and address of the person to whom the cheque is to be sent if different from the registered Qifeng Domestic Shareholder or the first-named of joint registered Qifeng Domestic Shareholders.)*  
**Name:** (in block letters) .....
  - (c) my/our irrevocable instruction and authority to the Offerors, Somerley Capital or such person or persons as any of them may direct to complete, amend and execute any document on behalf of the person or persons accepting the Domestic Share Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offerors, or such person or persons as it may direct the Domestic Shares in respect of which such person or persons has/have accepted the Domestic Share Offer;
  - (d) 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 Domestic Share(s) tendered for acceptance under the Domestic Share Offer to the Offerors or such person or persons as it may direct free from all liens, charges, equities, adverse interests, options, claims, and encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date of the Joint Announcement or subsequently becoming attached to them, including without limitation the right to receive in full all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement;
  - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offerors and/or Somerley Capital 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; and
  - (f) my/our irrevocable instruction and authority to the Offerors and/or Somerley Capital or their respective agent(s) to collect from Qifeng on my/our behalf the Domestic Share certificate(s) in respect of the Domestic Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (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 Qifeng and to authorise and instruct Qifeng to hold such Domestic Share certificate(s) subject to the terms and conditions of the Domestic Share Offer as if it was/they were Domestic Share certificate(s) delivered to Qifeng together with this Form of Acceptance.
2. I/We understand that acceptance of the Domestic Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offerors and Somerley Capital that (i) the number of Domestic Share(s) specified in this Form of Acceptance will be sold free from all liens, charges, equities, adverse interests, options, claims, and encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date of the Joint Announcement or subsequently becoming attached to them, including without limitation the right to receive in full all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offerors, Somerley Capital or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Domestic Share Offer or his/her/its acceptance thereof, and is permitted under all applicable laws to receive and accept the Domestic Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Domestic Share 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 Domestic Share certificate(s) and/or transfer receipt(s) and/or 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 risk to the person and address stated in 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 Qifeng Domestic Shareholders) at the registered address shown in the register of members of Qifeng.  
*Note:* Where you have sent one or more transfer receipt(s) and in the meantime the relevant Domestic Share certificate(s) has/have been collected by the Offerors and/or Somerley Capital or their respective agent(s) from Qifeng on your behalf, you will be sent such Domestic Share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant Domestic Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Domestic Share(s) which are to be held by you on the terms and conditions of the Domestic Share Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, Domestic Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or 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 you that I am/we are the registered Qifeng Domestic Shareholder(s) of the number of Domestic 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 Domestic Share(s) to the Offerors by way of acceptance of the Domestic Share Offer.
6. I/We warrant to the Offerors and Somerley Capital that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Qifeng in connection with my/our acceptance of the Domestic Share Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
7. I/We warrant to the Offerors and Qifeng that I/we shall be fully responsible for payment of any transfer or other taxes duties imposed by whomsoever payable in respect of the jurisdiction where my/our address is located as set out in the register of members of Qifeng in connection with my/our acceptance of the Domestic Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Domestic Shares sold to the Offerors by way of the Domestic Share Offer will be registered under the name of the Offerors or their nominees.

本接納表格乃重要文件，請即處理。

閣下對本接納表格之任何內容或應採取之行動如有任何疑問，應諮詢持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之內資股全部售出或轉讓，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或持牌證券交易商或註冊證券機構或其他代理商，以便轉交買主或承讓人。

對海外奇峰內資股股東提出內資股要約及／或彼等能否參與內資股要約可能受到彼等居住或所屬相關司法權區的法律規限。海外奇峰內資股股東須遵守彼等或需遵守的任何適用法律或監管規定，包括取得任何政府、外匯管制或其他方面的同意，或進行存檔及登記以及因接納內資股要約而支付任何轉讓或其他稅項。有意接納內資股要約的海外獨立內資股股東有責任為令彼等自身就此全面遵守相關司法權區的法律，包括在該司法權區取得可能規定的任何政府、外匯管制或其他方面的同意，或辦理其他必要手續及因接納內資股要約而支付任何適當的發行、轉讓或其他稅項。

任何奇峰內資股股東作出的對內資股要約的接納將被視為構成該奇峰內資股股東向要約人及奇峰作出的聲明及保證，表明已遵守彼等或需遵守的所有適用法律及監管規定，且內資股要約可根據有關規定合法向該奇峰內資股股東呈呈及／或由該奇峰內資股股東合法接納。倘有疑問，奇峰內資股股東應諮詢彼等專業顧問之意見。

本接納表格應與綜合文件一併閱讀。除文義另有規定外，本表格所用詞彙與綜合文件所界定者具相同涵義。

#### 本接納表格填寫方法

獨立內資股股東決定是否接納內資股要約前，務請細閱綜合文件。閣下如欲接納拓普貿易提出之內資股要約，應填妥及簽署本接納表格，連同閣下欲接納內資股要約之內資股數目之相關內資股股票及／或過戶收據及／或其他所有權文件(及／或任何就此所需並令人信納之彌償保證或該等彌償保證)(信封面須註明「奇峰內資股要約」)，於實際可行情況下盡快放入信封郵寄或專人送交奇峰辦事處(地址為中國吉林省吉林市九站街516-1號徐學治收)，惟無論如何必須於二零一七年六月三十日(星期五)下午四時正或要約人根據收購守則可能釐定及公佈之有關較後時間及／或日期前送達奇峰之上述地址。綜合文件附錄一所載之條文納入本接納表格並構成其中一部份。

#### 內資股要約之接納表格

##### 致：要約人及新百利融資

- 本人／吾等一經簽立本接納表格(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／吾等按綜合文件及本表格所載代價及條款與條件，就本接納表格所列明之內資股數目，不可撤回地接納綜合文件所載由拓普貿易提出之內資股要約；
  - 本人／吾等不可撤回地指示及授權要約人、新百利融資或彼等各自之代理，各自就本人／吾等根據內資股要約之條款應得之現金代價(扣除本人／吾等就本人／吾等接納內資股要約應付之所有賣方從價印花稅)，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，然後盡快惟無論如何於奇峰接獲所有相關文件致使內資股要約項下之接納為完整及有效之日或無條件日期(以較後者為準)起計七個營業日內，按以下地址以平郵寄予以下人士，或如無於下欄填上姓名及地址，則按奇峰股東名冊所示登記地址寄予本人或吾等當中名列首位者(如屬聯名登記奇峰內資股股東)，郵誤風險概由本人／吾等承擔：  
(倘收取支票之人士並非登記奇峰內資股股東或名列首位之聯名登記奇峰內資股股東，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).....
  - 本人／吾等不可撤回地指示及授權要約人、新百利融資或彼等任何一方可能指定之一名或多名人士代表接納內資股要約之一名或多名人士填妥、修改及簽立任何文件及採取任何其他必須或適當之行動，使已接納內資股要約之一名或多名人士之內資股歸要約人或其可能指定之一名或多名人士所有；
  - 本人／吾等承諾於必需或合宜時簽立有關其他文件及辦理有關其他行動及事項，以將本人／吾等就接納內資股要約提交之內資股轉讓予要約人或其可能指定之有關人士，該等股份不附帶一切任何性質之留置權、押記、衡平權、不利權益、期權、申索權及產權負擔、優先認購權及任何其他第三方權利，並連同於聯合公告日期附帶或其後附帶之所有權利(包括但不限於收取於聯合公告日期或之後宣派、作出或派付之一切股息(不論末期或中期)及其他分派(如有)之權利)一併轉讓；
  - 本人／吾等同意追認要約人及／或新百利融資及／或彼等各自之代理或彼等任何一方可能指定之一名或多名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
  - 本人／吾等不可撤回地指示及授權要約人及／或新百利融資或彼等各自之代理，代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件(及／或就此所需並令人信納之彌償保證或該等彌償保證)，憑此向奇峰領取本人／吾等就內資股應獲發之內資股股票，並將有關股票送交奇峰，且授權及指示奇峰根據內資股要約之條款及條件持有該等內資股股票，猶如該(等)內資股股票已連同本接納表格一併送交奇峰。
- 本人／吾等明白本人／吾等接納內資股要約，將被視為構成本人／吾等向要約人及新百利融資保證(i)本接納表格所註明內資股數目將在不附帶一切任何性質之留置權、押記、衡平權、不利權益、期權、申索權及產權負擔、優先認購權及任何其他第三方權利，並在附帶於聯合公告日期或其後所附一切權利，包括但不限於收取所有於聯合公告日期或其後宣派、作出或派付之股息(不論末期或中期)及其他分派(如有)之權利下出售；及(ii)本人／吾等並無採取或不採取任何行動而將或可能致使要約人、新百利融資或任何其他人士違反任何地區與內資股要約或其接納有關之法律或監管規定，且彼根據所有適用法例獲准接獲及接納內資股要約及其任何修訂，而根據所有適用法例，該接納為有效及具有約束力。
- 倘按內資股要約之條款本人／吾等之接納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／吾等授權並要求閣下將本人／吾等之內資股股票及／或過戶收據及／或其他所有權文件(及／或就此所需並令人信納之彌償保證或該等彌償保證)連同已正式註銷之本接納表格以平郵一併寄予上文1(b)所列之人士及地址，或如未有列明姓名及地址，則按奇峰股東名冊所示登記地址寄予本人或吾等當中名列首位者(如為聯名登記奇峰內資股股東)，郵誤風險概由本人／吾等承擔。  
附註：倘閣下交出一份或以上過戶收據，而要約人及／或新百利融資或彼等各自之代理已代表閣下從奇峰領取有關內資股股票，則發還予閣下者將為該(等)內資股股票而非過戶收據。
- 本人／吾等茲附上本人／吾等持有之全部或部份內資股之相關內資股股票及／或過戶收據及／或其他所有權文件(及／或就此所需並令人信納之任何彌償保證或該等彌償保證)由閣下按內資股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表格、內資股股票及／或過戶收據及／或其他所有權文件(及／或就此所需並令人信納之彌償保證或該等彌償保證)概不獲發收據。本人／吾等亦了解所有文件將以平郵寄發且一切郵誤風險概由本人／吾等自行承擔。
- 本人／吾等向閣下保證及聲明，本人／吾等為本接納表格所註明內資股數目之登記奇峰內資股股東，而本人／吾等有十足權利、權力及授權以接納內資股要約之方式，向要約人出售及移交本人／吾等之內資股之所有權及擁有權。
- 本人／吾等向要約人及新百利融資保證，本人／吾等已遵守在奇峰股東名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納內資股要約方面之法例，包括獲得任何所需之政府、外匯管制或其他同意及任何註冊或存檔，及辦理一切必須之手續或遵守法律規定。
- 本人／吾等向要約人及奇峰保證，本人／吾等須就支付在奇峰股東名冊上載列本人／吾等地址所在司法權區關於本人／吾等接納內資股要約方面任何人士所施加應付之任何轉讓或其他稅項承擔全部責任。
- 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及為無條件。
- 本人／吾等知悉，本人／吾等以內資股要約之方式向要約人出售之內資股將以要約人或其代名人義登記。

# PERSONAL DATA

## Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offerors, Somerley Capital and Qifeng 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 Domestic Share Offer for your Domestic 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 Domestic Share Offer.

### 2. Purposes

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

- processing your acceptance and verification 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 Domestic Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offerors and/or its agents such as the financial advisers and Qifeng;
- compiling statistical information and Qifeng Domestic Shareholder profiles;
- establishing benefit entitlements of the Qifeng Domestic Shareholders under the Domestic Share Offer;
- 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 Offerors, Somerley Capital or Qifeng; and

- any other incidental or associated purposes relating to the above and other purpose to which the Qifeng Domestic 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 Offerors and/or Somerley Capital and/or Qifeng 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 Offerors, Somerley Capital, any of their agents and Qifeng;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to the Offerors and/or Somerley Capital and/or Qifeng, 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 Offerors and/or Somerley Capital and/or Qifeng consider(s) 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 Offerors and/or Somerley Capital and/or Qifeng 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 Offerors and/or Somerley Capital and/or Qifeng 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 Offerors, Somerley Capital or Qifeng (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要約人、新百利融資及奇峰以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理由

如接納閣下內資股之內資股要約，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，亦可妨礙或延遲寄發閣下根據內資股要約應得之代價。

### 2. 用途

閣下於本接納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或遵循本接納表格及綜合文件載列之條款及申請程序；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關內資股之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及/或其代理(例如財務顧問)及奇峰發佈通訊；
- 編製統計資料及奇峰內資股股東資料；
- 確立內資股要約項下奇峰內資股股東之獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關要約人、新百利融資或奇峰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奇峰內資股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會保密，惟要約人及/或新百利融資及/或奇峰為達致上述或有關任何上述之用途，可能作出必需之查詢，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個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、新百利融資、其任何代理及奇峰；
- 為要約人及/或新百利融資及/或奇峰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之任何其他個人或機構，例如閣下之銀行、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/或新百利融資及/或奇峰於有關情況下認為必需或適當之任何其他個人或機構。

### 4. 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/或新百利融資及/或奇峰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/或新百利融資及/或奇峰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別之資料之所有請求，須提交予要約人、新百利融資或奇峰(視情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。