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.

春港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格之內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示,概不對因本接納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 meaning as those defined in the composite offer and response document dated 16 July 2021 (the "Composite Document") issued jointly by Sinotrans Shipping Limited (the "Offeror") and Creative Enterprise Holdings Limited (the "Company"). 除文義另有所指外,本接納表格所用詞彙與中外運航運有限公司(「要約人」)及創毅控股有限公司(「本公司」)於二零二一年七月十六日聯合刊發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 AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER. 本接納及過戶表格在 關下欲接納要約時適用。

# Creative Enterprise Holdings Limited 創毅控股有限公司

(incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立的有限公司) (Stock Code: 3992) (股份代號:3992)

## FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF CREATIVE ENTERPRISE HOLDINGS LIMITED 創毅控股有限公司已發行股本中每股面值0.01港元之普通股之接納及過戶表格

All parts should be completed in full except the sections marked "Do not complete" 除註明「請勿填寫本欄」之部分外,全部欄位均需填妥

Branch Share Registrar and Transfer Office in Hong Kong: Tricor Investor Services Limited

Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong 香港股份過戶登記分處:卓佳證券登記有限公司 香港皇后大道東183號合和中心54樓

You must insert the total number of	"Transferee") the Share(s) held by the Ti						
Share(s) for which the Offer is accepted.	下列轉讓人(「轉讓人」) 謹此根據本 人(「承讓人」)。	表格及隨附之綜合文件所載的	条款及條件,	按下列代價接線	纳要約並將以下註	明之轉讓人所打	持股份轉讓予下列承讓
関	Number of Share(s) to be transferred ( <i>Note</i> ) 將予轉讓之股份數目 ( <i>附註</i> )	FIGURES 數目		WORDS 大寫			
	Share certificate number(s) 股票號碼						
	TRANSFEROR(S) name(s) and address in full	Family name(s) or company name(s) 姓氏或公司名稱 Forename(s) 名字					
	轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Registered address 登記地址 Telephone number 電話號碼					
	CONSIDERATION 代價	HK\$1.456 in cash for each Share 每股股份現金1.456港元					
	TRANSFEREE 承議人	Company Name: 公司名稱: Registered Address: 登記地址: Occupation 職業:	Sinotrans Shipping Limited 中外運航運有限公司 35/F, China Merchants Tower, Shun Tak Centre, 168–200 Connaught Road Central, Hong Kong 香港上環干諾道中168–200號信德中心招商局大廈35樓 Corporation 法人團體				
Name of witness 見記 Address of witness 見		Signature	e(s) of Transfer 轉讓人簽署	ror(s)/company cho /公司印鑑 (如	op (if applicable) 適用)	_	REGISTERED HOLDERS MUST SIGN HERE 所有聯名登記持有人 均須於本欄簽署
Occupation of witness 見證人職業			ate of submission of this Form of Acceptance 提交本接納表格之日期				
		Do not complet	te 語勿 埴 窎 ː	 太 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:				on behalf of			
Signature of witness 見證人簽署			代表 Sinotrans Shipping Limited 中外運航運有限公司				
Name of witness 見證人姓名			Authorised Signatory(ies) 授權簽署人				
Address of witness	見證人地址						
Occupation of witne	ess 見證人職業						
Date of transfer 轉讓日期				Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署			

Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is in excess or smaller than that represented by the Share certificate(s) mastri me todic number of since spot with the Offer to decepte it, the number is districted in the 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 Registrar on or before the latest time for acceptance of the Offer. 请填上接納要約之股份總數。若無填上數日。或所填上數目超過或低於 關下就接納要約分股份之股票之股份數目,而 關下已簽署本接納表格,本接納表格將予退回 關下更正及再次提交。任何經更正之接納表格必須在接納要約的最後期限或之前再行提交並送達過戶登記處收取。

附註:

#### 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, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Shares in Creative Enterprise Holdings Limited, 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 licensed 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 transferee(s).

CMSHK is making the Offer on behalf of the Offeror. The making of the Offer to persons with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws and regulations of the relevant jurisdictions. If you are resident, citizen or national of jurisdiction outside Hong Kong, you should keep yourselves informed about and observe, at your own responsibility, any applicable legal and regulatory requirements and, where necessary, seek independent legal advice. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant overseas jurisdiction in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required, and the compliance with other necessary formalities or legal and regulatory requirements and the payment of any issue, transfer or other taxes or other required payments due by any overseas accepting Shareholder in respect of such overseas jurisdiction. The Offeror and parties acting in concert with it, the Company, CMSHK, Draco Capital Limited, Chanceton Capital Partners Limited, the Registrar, or any of their respective ultimate beneficial owners, directors, officers, professional advisers and associates 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.

## HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional in all respect. This Form of Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are also incorporated into and form part of this Form of Acceptance.

Please read carefully the Composite Document before deciding whether or not to accept the Offer. To accept the Offer made by CMSHK on behalf of the Offeror, you should complete and sign this Form of Acceptance overleaf and lodge this Form of Acceptance, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnities required in respect thereof) ("Title Documents") for not less than the number of Shares in respect of which you intend to accept the Offer, marked "Creative Enterprise Holdings Limited — Offer" on the envelope, to the Registrar, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as practicable and in any event no later than 4:00 p.m. on Friday, 6 August 2021 (or such later time and/or date as the Offeror may determine and announce with the consent of the Executive and in accordance with the Takeovers Code).

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

#### To: The Offeror and CMSHK

(c)

- 1. My/Our execution of this Form of Acceptance (whether or not this Form of Acceptance is dated) shall be binding on my/our successors and assignees and shall constitute:
  - (a) my/our irrevocable acceptance of the Offer made by CMSHK on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance.
  - (b) my/our irrevocable instruction and authority to the Offeror, CMSHK 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 following the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;

(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)

- my/our irrevocable instruction and authority to the Offeror, CMSHK or the Registrar or such person or persons as either of them may direct for the purpose, on my/our behalf, to make, execute and deliver 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 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 in accordance with the provisions of that ordinance;
- (d) my/our irrevocable instruction and authority to the Offeror, CMSHK or the Registrar 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 or, if I/we or any other persons hall 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) has/have accepted 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, by reference to a record date on or after the date on which the Offer are made, i.e., the date of despatch of the Composite Document;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, CMSHK 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, CMSHK or their respective agent(s) to collect from the Registrar on my/our behalf the share certificate(s) in respect of the 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 satisfaction 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 Offer as if it/they were share certificate(s) delivered to the Registrar together with this Form of Acceptance.
- 2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and a warranty by me/us to the Offeror, CMSHK and the Company that such Share(s) specified in this Form of Acceptance will be sold free from all Encumbrances or similar third party rights or claims of any kind and together with all rights accruing or attaching thereto on the date on which the Offer is made or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, recommended, declared, made or paid by reference to a record date on or after the date on which the Offer is made i.e., the date of despatch of the Composite Document.
- 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 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), together with this Form of Acceptance 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, CMSHK 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 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 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 or 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 you that I am/we are the registered Shareholder(s) of the number of the 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 warrant to the Offeror and CMSHK 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 consents which may be required, and the compliance with other 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 CMSHK or any other person acting in breach of the legal and regulatory requirements of any jurisdiction in connection with my/our acceptance of the Offer, and I am/we are permitted under all applicable laws and regulations to receive and accept the Offer and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
- 7. I/We warrant to the Offeror and CMSHK that I/we shall be fully responsible for payment of any transfer or other taxes payable by me/us in connection with my/our acceptance of the Offer in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company.
- 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 Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.

## 本接納表格乃重要文件,請即處理。

閱下加對本接领表格之任何方面或終採取之行動有任何疑問,應該詢 閱下之持牌證券交易商或註冊證券繼構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之創毅控股有限公司股份全部出售或轉讓,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持牌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。

招商證券(香港)代表要約人作出要約。向註冊地址為香港以外司法權區之人士提呈要約可能受有關司法權區之法律及法規所禁止或限制。 閣下倘為香港以外司法權區之居民、公民或國民,須自行負責了解且遵守任何適用法例及法規規定及(如需)尋求獨立法律建議。 閣下如欲接納要約,須自行負責全面遵守相關海外司法權區於有關方面之法律及法規(包括但不限於取得可能需要之任何政府、外匯管制或其他同意及辦理任何登記或備案,以及遵守其他必要之正式手續或法律及監管規定以及支付任何海外接納股東就海外司法權區應繳付之任何發行、轉讓或其他稅項或其他所需費用)。要約人及其一致行動人士、本公司、招商證券(香港)、雖盛資本有限公司、川盟融資有限公司、過戶登記處或彼等各自之最終實益擁有人、董事、高級職員、專業顧問及聯繫人及參與要約之任何其他人士均有權就 閣下可能須支付之任何稅項獲 閣下提供全面彌償保證及由 閣下承擔有關責任。

#### 本接納表格填寫方法

要約在各方面為無條件。本接納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表格內,並構成其中一部分。

於決定是否接納要約前,敬請細閱綜合文件。 閣下如欲接納由招商證券(香港)代表要約人提出之要約,應填妥及簽署背頁之本接納表格,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/或任何其他有關股份之所有權文件(及/或就此所需並令人信納之任何獨償保證)(所有權文件)(信封面須註明[創穀控股有限公司—要約」),於實際可行情況下儘快送達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54樓,方為有效,惟無論如何必須於二零二一年八月六日(星期五)下午四時正(或要約人根據收購守則在執行人員同意下可於釐定及公佈之有關較後日期及/或時間)前送達。

#### 要约之接纳表格

## 致: 要約人及招商證券(香港)

- 1. 本人/吾等一經簽署本接納表格(不論本接納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,就本接納表格所註明之股份數目接納綜合文件所載由 招商證券(香港)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、招商證券(香港)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稅),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、有效後七個營業日內,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發記地址以普通郵遞方式寄予本人或吾等當中名列首位者(如屬聯名發記股東),郵談風險概由本人/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、招商證券(香港)、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、簽立及交付香港法例第117章印花稅條例規定本人/吾等作為本人/吾等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表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權要約人、招商證券(香港)、過戶登記處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、修改及簽立任何文件,包括但不限於在本接納表格填上日期,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立有關其他文件及辦理有關手續及事項,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,並連同於參考提出要約當日或之後之記錄日期(即寄發綜合文件日期)之一切權利;
- (f) 本人/吾等同意追認由要約人、招商證券(香港)或彼等各自之代理或彼等任何一方可能指定之有關人土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、招商證券(香港)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),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作構成本人/吾等向要約人、招商證券(香港)及本公司聲明及保證本接納表格指定之有關股份將不受任何產權負擔或類似第三方權利或任何類別之索償,且連同於提出要約當日其應計或附帶或隨後其附帶之所有權利,包括全數收取參照提出要約當日或之後(即寄發綜合文件當日)之記錄日期所建議、宣派、作出或派付之一切股息及其他分派(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/吾等之有關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證) 建同已正式註銷之本接納表格以普通郵遞方式一併寄予上文第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),郵談風險概由本人/吾等承擔。
  - 附註: 倘 閣下交出一份或以上過戶收據,而要約人、招商證券(香港)或彼等各自之代理已代表 閣下從過戶登記處領取有關股票,則發還予 閣下者將為有關 股票而非過戶收據。
- 4. 本人/吾等茲附上本人/吾等之股份之全部或部分股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證),由 閣下按要約 之條款及條件持有。本人/吾等明白任何交回之接納表格或股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證)概不獲 發收據。本人/吾等亦了解以普通郵遞方式寄發之所有文件之一切郵談風險概由本人/吾等自行承擔。
- 5. 本人/吾等向 閣下保證及聲明,本人/吾等為本接納表格指定之股份數目之登記股東,且本人/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/吾等向要約人及招商證券(香港)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/吾等接納要約之法律,包括取得可能需要之任何政府、外匯管制或其他同意,或辦理其他一切必須之手續或遵守法律及監管規定,而本人/吾等並無採取或遵漏採取任何行動,致使導致(或可能導致)本公司、要約人或招商證券(香港)或任何其他人士就本人/吾等接納要約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納要約及其任何修訂本,而根據所有適用法律及法規,有關接納均為有效及具有約束力。
- 7. 本人/吾等向要約人及招商證券(香港)保證,本人/吾等將會全權負責支付本人/吾等於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就本人/吾 等接納要約應付之任何轉讓或其他稅項。
- 8. 本人/吾等確認,除在綜合文件及本接納表格清楚列明者外,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名人名義登記。

## Personal Information Collection Statements

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, CMSHK and the Registrar in relation to personal data and 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 or refusal 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, CMSHK and/or the Registrar immediately of any inaccuracies in the data supplied and make correction or an update thereof.

#### 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 of your 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(s);
- maintaining or updating the relevant register of members;
- 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 CMSHK and the Registrar;
- compiling statistical information and Shareholder profiles;
- 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, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or CMSHK and/or Registrar to discharge their obligations to the Shareholders and/or regulators 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 will be kept confidential but the Offeror and CMSHK 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, its subsidiaries and/or its agent(s), such as CMSHK and the Registrar and oversea principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other data processing services to the Offeror, CMSHK and/or the Registrar, in connection with the operation of its business;
- any statutory, regulatory or governmental bodies, administrative authorities or court;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants, independent financial advisors or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, CMSHK and/or the Registrar considers to be necessary or desirable in the circumstances.

## 4. Retention of personal data

The Offeror and/or CMSHK and/or the Registrar will keep the personal data provided in this Form of Acceptance 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 and any other applicable law.

#### Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, CMSHK 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 other applicable law, you may have the right to request for any other information required under other applicable law or the deletion of personal data that the Registrar no longer have any lawful ground for use. In accordance with the Ordinance, the Offeror, CMSHK and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. However, the Registrar shall not charge any fee if it is not permitted under applicable law. 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, CMSHK and/or the Registrar for the attention of the Privacy Compliance Officer (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

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會 閣下有關要約人、招商證券(香港)及過戶登記處有關個人資料及該條例之政策及慣例。

# 1. 收集 閣下個人資料之原因

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 閣下未能或拒絕提供所需資料,則可能導致 閣下之接納申請被 拒或受到延誤。如所提供之資料不準確,閣下須即時知會要約人、 招商證券(香港)及/或過戶登記處進行更正或更新。

## 2. 用涂

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 閣下是否已遵循本接納表格及綜合文件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(如招商證券(香港)及過戶登記處) 發佈通訊;
- 編製統計資料及股東資料;
- 按法例、規則或規例(無論法定或其他規定)作出披露;
- 披露有關資料以便索償或享有配額;
- 有關要約人、本公司或過戶登記處業務之任何其他用途;及
- 有關上文所述及/或以便要約人及/或招商證券(香港)及/或 過戶登記處履行彼等對股東及/或監管機構之責任之任何其 他附帶或關連用途及股東可能不時同意或知悉之其他用途。

## 3. 轉交個人資料

於本接納表格所提供之個人資料將作為機密資料保存,惟要約人、招商證券(香港)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、獲取或轉交(無論在香港或香港以外之地區)該等個人資料:

- 要約人、其附屬公司及/或其代理,如招商證券(香港)及過戶登記處及海外股份過戶及登記總處(如有);
- 為要約人、招商證券(香港)及/或過戶登記處之業務經營提供行政、電訊、電腦、付款或其他資料處理服務之任何代理、承包商或第三方服務供應商;
- 任何法定監管或政府機構、行政機構或法院;
- 與 閣下進行交易或擬進行交易之任何其他人士或機構,如 閣下之銀行、律師、會計師、獨立財務顧問或持牌證券交易商或註冊證券機構;及
- 要約人、招商證券(香港)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. 保留個人資料

要約人及/或招商證券(香港)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及其他適用法律銷毀或處理。

## 5. 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、招商證券(香港)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。 閣下有權根據其他適用法律要求取得其他適用法律下所須的任何其他資料或刪除過戶登記處不再有任何合法理由使用的資料。依據該條例之規定,要約人、招商證券(香港)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。但過戶登記處不可收取任何適用法律不容許的費用。存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,須提交子要約人、招商證券(香港)及/或向過戶登記處的私隱權條例事務主任提出(視情況而定)。