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Unless the context otherwise requires, all words and expressions used in this Form of Acceptance shall bear same meanings as defined in the composite document dated 4 February 2022 (the "Composite Document") jointly issued by JD Property Group Corporation and China Logistics Property Holdings Co., Ltd.

除文義另有所指外，本接納表格所用詞彙與JD Property Group Corporation及中國物流資產控股有限公司於二零二二年二月四日聯合刊發的綜合文件(「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 SHARE OFFER.**

閣下如欲接納股份要約，請使用接納表格。



中国物流资产 CHINA LOGISTICS PROPERTY HOLDINGS

## China Logistics Property Holdings Co., Ltd

中國物流資產控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 1589)

(股份代號: 1589)

### FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S)

OF HK\$0.0000625 EACH IN THE ISSUED SHARE CAPITAL OF CHINA LOGISTICS PROPERTY HOLDINGS CO., LTD

中國物流資產控股有限公司已發行股本中每股面值0.0000625港元之普通股的接納及過戶表格

To be completed in full 每項均須填寫

Registrar: Computershare Hong Kong Investor Service Limited

證券登記處: 香港中央證券登記有限公司

Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

You must insert the total number of Share(s) for which the Share Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding or is greater or smaller than those physical Share(s) tendered for acceptance of the Share 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 by no later than 4:00 p.m. (Hong Kong time) on the Closing Date. 閣下必須填上接納股份要約之股份總數。倘並無填寫數目或倘所填寫之數目大於閣下登記持有之股份或大於或少於就接納股份要約所交回之實物股份數目，而閣下已簽署本接納表格，則本接納表格將退回閣下作更正及再行提交。任何經更正之接納表格必須再行提交並送達證券登記處，惟無論如何不得遲於截止日期下午四時正(香港時間)。	<b>FOR THE CONSIDERATION</b> stated below, the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.0000625 each held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本接納表格及隨附的綜合文件載列的條款及條件，下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明的轉讓人持有的每股面值0.0000625港元的股份。		
	Number of Shares to be transferred 將予轉讓的股份數目	<b>FIGURES</b> 數目	<b>WORDS</b> 大寫
	Share certificate number(s) 股票編號		
	TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及詳細地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or Company name(s) 姓氏或公司名稱	Forename(s) 名字
		Registered address 登記地址	Telephone number 電話號碼
	CONSIDERATION 代價	HK\$4.35 in cash for each Share 每股股份現金4.35港元	
TRANSFEREE 承讓人	Company name 公司名稱:	JD Property Group Corporation	
	Registered address 登記地址:	P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205 Cayman Islands	
	Occupation 職業:	Corporation 法團	

Signed by or on behalf of the Transferor(s) in the presence of:  
轉讓人或其代表在下列見證人見證下簽署:

Signature of witness  
見證人簽署

Name of Witness  
見證人姓名

Address of Witness  
見證人地址

Occupation of Witness  
見證人職業

Signature(s) of Transferor(s) or its duly authorised agent(s)/company chop, if applicable  
轉讓人或其正式授權代理人簽署/公司印鑑(如適用)

Date of signature of this Form of Acceptance  
簽署本接納表格之日期

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

<b>Do not complete 請勿填寫本欄</b>	
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:	For and on behalf of 代表 JD Property Group Corporation
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 of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署
Date 日期	

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

If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or otherwise transferred all your Share(s) in China Logistics Property Holdings Co., Ltd, you should at once hand this Form of Acceptance and the Composite 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).

BofA Securities is making the Share Offer for and on behalf of the Offeror. The making of the Share Offer to the Shareholders with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong should inform themselves about and observe any applicable legal requirements. It is your responsibility to satisfy yourself 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, or filing and registration requirements which may be required to comply with all necessary formalities or legal or regulatory requirements and the payment of any transfer or other taxes or other required payments due from you in respect of such jurisdiction in the connection with the acceptance of the Share Offer. The Offeror, parties acting in concert with the Offeror, the Company, BofA Securities, the Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Share Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Share Offer by you will constitute a warranty by you to the Offeror, BofA Securities 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 and 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 or not to accept the Share Offer.

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

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

The Share Offer is conditional. Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the Share Offer made by BofA Securities for and on behalf of the Offeror to acquire your Share(s), you should complete and sign this Form of Acceptance overleaf and forward this entire form, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the whole or in respect of part of your holding of Share(s) or if applicable, for not less than the number of the Shares in respect of which you intend to accept the Share Offer, by post or by hand, to the Registrar, Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, in an envelope marked "CNLP — Share Offer", no later than 4:00 p.m. on Friday, 25 February 2022 (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "NOMINEE REGISTRATION" in Appendix I to the Composite Document in particular as to the matters which you should consider.

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

To: The Offeror and BofA Securities

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Share Offer made by BofA Securities for and 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. If no number is inserted in the box title "Number of Shares to be transferred" or a number of Shares inserted is greater than the number of Shares held by me/us or is greater or smaller than that represented by the certificate for Shares tendered for acceptance of the Share Offer and I/we have signed this Form of Acceptance, this Form of Acceptance will be returned to me/us 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 Share Offer. I/we understand that, if the number of shares shown in the share certificate is not wholly accepted by me/us, I/we shall apply to the Registrar for new share certificate representing such number of shares to be accepted and shown in the Form of Acceptance;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and BofA Securities 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;
  - (c) my/our irrevocable instruction and authority to each of the Offeror and/or BofA Securities 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 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 from the later of the date on which the Share Offer becomes or is declared unconditional in all respects and the date of 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 BofA Securities and/or the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Shares to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that ordinance;
  - (e) my/our irrevocable instruction and authority to the Offeror and/or BofA Securities and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Share Offer;
  - (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Shares tendered for acceptance under the 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, if any recommended, declared, made or paid on or after the date of the Composite Document; and
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or BofA Securities 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 and BofA Securities that (i) the Shares held by me/us to be acquired under the Share Offer are fully paid and free from all liens, charges, 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 Unconditional Date or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, the record date of which is on or after the Unconditional Date and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror and BofA Securities or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer.
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 duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of 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 BofA Securities 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, 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 and BofA Securities and their respective advisers in respect of the Offers that I am/we are the registered Shareholder(s) of the number of Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We warrant to the Offeror and BofA Securities 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; and that I/we have not taken or omitted to take any action which will or may result in the Offeror and its concert parties, the Company, BofA Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or my/our acceptance thereof.
7. I/We warrant to the Offeror and BofA Securities 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 Composite Document and this Form of Acceptance, 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.

For the avoidance of doubt neither HKSCC nor HKSCC Nominees will give, or be subject to, any of the above representations or warranties.

## 本接納表格乃重要文件，請即處理。

閣下如對本接納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。

閣下如已將名下之中國物流資產控股有限公司股份全部售出或轉讓，應立即將本接納表格連同綜合文件一併送交買主或承讓人，或送交經手買賣或轉讓之銀行、持牌證券商、註冊證券機構或其他代理，以便轉交買主或承讓人。

BofA Securities正代表要約人提出股份要約。向登記地址位於香港境外司法權區之股東提出股份要約或會被禁止或受到有關司法權區之法例影響。身為香港境外司法權區公民或居民或國民的股東應了解並遵守任何適用法律規定。閣下有責任就此確保本身完全遵守有關司法權區的法例，包括取得任何可能規定的政府、外匯管制或其他同意或備案及登記規定或遵守所有必要手續或法律或監管規定，及負責閣下任何轉讓之付款或就接納股份要約有關司法權區應付之其他稅項或其他規定款項。就閣下可能須繳付的任何稅項而言，要約人、要約人之一致行動人士、本公司、BofA Securities、證券登記處、彼等各自之最終實益擁有人、董事、高級職員、代理、顧問及聯繫人以及任何其他參與股份要約的人士均有權獲得閣下提供全額彌償保證並確保不致遭受損害。閣下接納股份要約即構成閣下向要約人、BofA Securities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一切所需之登記及存檔，並已支付閣下於任何相關司法權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，而有關於閣下根據一切適用法律及法規屬有效及具約束力。閣下決定是否接納股份要約時，應諮詢專業意見。

本接納表格應連同綜合文件一併閱覽。

## 本接納表格之填寫方法

股份要約為有條件。股東於填寫本接納表格前，務請先閱讀綜合文件。為接納BofA Securities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表格，並將整份表格，連同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證書及/或過戶收據及/或任何其他所有權文件(及/或就此所需之令人信納之彌償保證)，一併以郵寄或專人送交方式，送抵證券登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖(信封面須註明「中國物流資產-股份要約」)，惟無論如何不得遲於二零二二年二月二十五日(星期五)下午四時正(香港時間)，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。綜合文件附錄一之條文已載入並構成本接納表格之一部份。

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，敬請閱覽綜合文件附錄一「代名人登記」一節，尤其關於閣下應加以考慮的事項。

## 股份要約之接納表格

致：要約人及BofA Securities

- 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/吾等不可撤回地就本接納表格上所註明數目之股份，按照及根據綜合文件及本接納表格所述之代價、條款及條件接納綜合文件所載由BofA Securities代表要約人提出之股份要約。倘並無於「將予過戶股份之數目」一欄上填上有關股份數目或填上的股份數目大於本人/吾等所持有的股份數目或大於或等於就接納股份要約呈股票所顯示的股份數目，而本人/吾等已簽署本接納表格，則本接納表格將退還予本人/吾等以作更正及重新提交。任何已更正表格將須於接納股份要約的最終限期或之前重新提交及由證券登記處接獲。本人/吾等了解，若股票所示之股份數目並非由本人/吾等悉數接納，則本人/吾等應向證券登記處申請新股票，以代表將予接納並於接納表格上列示的有關股份數目；
  - 本人/吾等不可撤回地指示及授權要約人及BofA Securities及/或彼等各自之代理，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/或其他所有權文件(如有)(及/或就此所需之令人信納之彌償保證)，憑此向本公司或證券登記處領取本人/吾等就股份應獲發之股票證書，並將有關股票證書送交證券登記處，以及授權及指示證券登記處按照及根據股份要約之條款及條件持有該等股票證書，猶如該等股票證書已連同本接納表格一併交回證券登記處論；
  - 本人/吾等不可撤回地指示及授權要約人及/或BofA Securities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，然後於股份要約於各方面成為或宣佈為無條件之日或證券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(以較遲者為準)起計七個營業日內按以下地址以平郵方式寄予以下人士；如無填上姓名及地址，則按本公司之股東名冊所示登記地址寄予本人/吾等當名名列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等自行承擔；  
(附註：如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).....

  - 本人/吾等不可撤回地指示及授權要約人及/或BofA Securities及/或證券登記處及/或彼等任何一方可能就此指定之有關人士，各自代表本人/吾等以根據股份要約出售股份之賣方身份，訂立及簽立香港法例第117章印花稅條例所規定須訂立及簽立之買賣單據，並根據該條例規定在本接納表格加蓋印章及背書證明；
  - 本人/吾等不可撤回地指示及授權要約人及/或BofA Securities及/或彼等任何一方可能指定之有關人士，各自代表本人/吾等填妥及簽立任何有關本人/吾等接納股份要約之文件，並作出任何其他必要或權宜之行為，以將本人/吾等交回以接納股份要約之股份轉歸要約人及/或其可能指定之有關人士所有；
  - 本人/吾等承諾於必需或適當時簽立其他文件並進行其他行動及事宜，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，乃免除一切產權負擔，並連同就此產生或附帶之一切權利，包括但不限於綜合文件日期或之後所建議、宣派、作出或派付之股息及其他分派(如有)之權利；及
  - 本人/吾等同意追認要約人及/或BofA Securities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，於行使本接納表格所載任何權利時可能作出或進行之各種行動或事宜。
- 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/吾等向要約人及BofA Securities保證，(i)本人/吾等所持將根據股份要約被收購之股份乃為繳足股款的股份，且不附帶任何留置權、押記、產權負擔、優先認購權及任何性質的任何其他第三方權利，並將連同於無條件日期所附帶之所有權利或其後所附帶之所有權利，包括悉數收取記錄日期為無條件日期當日或之後的全部股息及其他分派(如有)的權利；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及BofA Securities或任何其他人士違反任何司法權區與股份要約有關之法律或監管規定。
- 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/吾等之股票證書及/或過戶收據及/或任何其他所有權文件(及/或就此所需之令人信納之彌償保證)，連同已正式註銷之本接納表格以平郵方式一併寄回上述第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，寄回本人或吾等當名名列首位者(如屬聯名登記股東)，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BofA Securities或任何彼等之代理已從代表閣下的本公司或證券登記處收取有關股票證書，則閣下將獲發還有關股票證書，而並非上述過戶收據。
- 本人/吾等茲將本人/吾等所持全部/部分股份之有關股票證書及/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表格、股票證書及/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)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。
- 本人/吾等向要約人及BofA Securities及彼等各自就要約之顧問保證及表明，本人/吾等為本接納表格指定股份數目之登記股東，而本人/吾等擁有全部權利、權力及授權，透過接納股份要約之方式向要約人出售及轉讓本人/吾等之股份之所有權及擁有權。
- 本人/吾等向要約人及BofA Securities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所在地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之政府、外匯管制或其他同意，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；而有關於閣下根據一切適用法律及法規屬有效及具約束力；及本人/吾等並無採取或遺漏任何行動而將會或可能致使要約人及其一致行動人士、本公司、BofA Securities或任何其他人士違反任何地區與股份要約或本人/吾等接納股份要約有關之法律或監管規定。
- 本人/吾等向要約人及BofA Securities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及徵費承擔全部責任。
- 本人/吾等知悉，除非綜合文件及本接納表格有明文規定，藉本接納表格所規定的一切接納、指示、授權及承諾均不可撤回。
- 本人/吾等知悉，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。

為免生疑問，香港結算或香港結算代理人將概不作出或受限於任何上述聲明或保證。



## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, BofA Securities, the Company 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 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. It is important that you should inform the Offeror and/or BofA Securities and/or the Company 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 may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Share Offer;
- distributing communications from the Offeror and/or BofA Securities and/or the Company and/or their respective agents, officers, advisers and the Registrar;
- compiling statistical code information and Shareholders 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, BofA Securities, 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 BofA Securities and/or the Company to discharge their obligations to the Shareholders and/or regulators and/or under applicable regulations and any other purposes to which the Shareholders may from time by 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/or BofA Securities 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, BofA Securities, the Company and/or their agents, officers and advisers and the Registrar;
- any respective agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or BofA Securities and/or the Company and/or the Registrar, in connection with the operation of their business;
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or BofA Securities and/or the Company and/or the Registrar considers to be necessary or desirable in the circumstances.

#### 4. Retention of Personal Data

The Offeror, BofA Securities, the Company and 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.

#### 5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or BofA Securities and/or the Company and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or BofA Securities and/or the Company and/or the Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror and/or BofA Securities and/or the Company and/or the Registrar (as the case may be).

**BY SIGNING THIS FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE**

## 個人資料

### 個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關要約人、BofA Securities、本公司及證券登記處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」)的政策及慣例。

#### 1. 收集閣下個人資料的原因

倘閣下欲就閣下之股份接納股份要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納不獲受理或有所延誤。這亦有可能妨礙或延誤寄發閣下根據股份要約應得之代價。如所提供的資料有任何不準確，閣下須即時知會要約人及/或BofA Securities及/或本公司及/或證券登記處。

#### 2. 用途

閣下於本接納表格提供的個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下的接納及核實遵循本接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義的股份轉讓；
- 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；
- 確定閣下根據股份要約有權取得的配額；
- 自要約人及/或BofA Securities及/或本公司及/或彼等各自的代理、高級職員、顧問及證券登記處接收所發佈的通訊；
- 編製統計代碼資料及股東資料；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有權益；
- 有關要約人、BofA Securities、本公司及/或證券登記處業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或以便要約人及/或BofA Securities及/或本公司履行彼等對股東及/或監管機構及/或適用規例項下的責任及股東可能不時同意或知悉的任何其他用途。

#### 3. 轉交個人資料

本接納表格提供的個人資料將作為機密資料妥為保存，惟要約人及/或BofA Securities及/或本公司及/或證券登記處為達成上述或其中任何用途，可能作出其認為必需的有關查詢，以確認個人資料的準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人、BofA Securities、本公司及/或彼等之代理、高級職員及顧問及證券登記處；
- 向要約人及/或BofA Securities及/或本公司及/或證券登記處就其業務經營提供行政、電訊、電腦、付款或其他服務的任何相應代理、承包商或第三方服務供應商；
- 聯交所、證監會及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，例如往來銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 要約人及/或BofA Securities及/或本公司及/或證券登記處在相關情況下認為屬必需或適當的任何其他人士或機構。

#### 4. 保留個人資料

要約人、BofA Securities、本公司及證券登記處將按收集個人資料所需用途保留本接納表格所收集的個人資料。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

根據該條例的規定，閣下可確認要約人及/或BofA Securities及/或本公司及/或證券登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據該條例的規定，要約人及/或BofA Securities及/或本公司及/或證券登記處可就處理任何資料的要求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例之資料，以及所持資料類別的所有要求，須提交要約人及/或BofA Securities及/或本公司及/或證券登記處(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。