

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the offer document or the U.S. offer to purchase (as the case may be), each dated September 9, 2024 and issued by Zhihu Inc. (the "Applicable Offer Document").
除文義另有所指外，本接納表格所用詞彙與知乎於2024年9月9日刊發之要約文件或美國購買要約（視情況而定）（「適用要約文件」）所界定者具有相同涵義。
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，概不負責因本接納表格全部或任何部分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。

Zhihu Inc. 知乎

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立以不同投票權控制的有限責任公司)
(NYSE: ZH; HKEX: 2390)
(紐交所代號: ZH; 聯交所代號: 2390)

FORM OF ACCEPTANCE OF CONDITIONAL VOLUNTARY CASH OFFERS OF ZHIHU INC. TO BUY BACK UP TO 46,921,448 CLASS A ORDINARY SHARES (INCLUDING IN THE FORM OF AMERICAN DEPOSITORY SHARES) AT A PRICE OF HK\$9.11 PER CLASS A ORDINARY SHARE (EQUIVALENT OF US\$3.50 PER ADS)

知乎之有條件自願性現金要約之接納表格
按每股A類普通股9.11港元（相當於每股美國存託股3.50美元）之
價格回購最多達46,921,448股A類普通股（包括以美國存託股形式）

Please ONLY complete BOXES 1, 2, 3, 4 and sign BOX 7
(Please see instructions overleaf)
只須填寫第一、二、三、四格，並於第七格簽署
(請參閱背頁之指示)

Registrar: Computershare Hong Kong Investor Services Limited
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

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) specified below or any lesser number subject to the terms and conditions contained herein and in the accompanying Applicable Offer Document.
根據本表格及附奉的適用要約文件所載之條款及條件，下列「轉讓人」現按下列代價，將以下註明之股份或任何較少股份數目轉讓予下列「承讓人」。

BOX 1 第一格	Number of Class A Ordinary Shares for which the Non-U.S. Offer or the U.S. Offer (as the case may be) is accepted (Note) 接納非美國要約或美國要約（視情況而定）之A類普通股數目（附註）	Number 數目	Words 大寫
BOX 2 第二格	Status as U.S. Shareholder 美國股東身份	<input type="checkbox"/> I self-identify as a shareholder that is a resident of, or located in, the United States 本人自認為乃身為美國居民或位於美國之股東	
DO NOT COMPLETE 請勿填寫本欄	Number of Class A Ordinary Shares to be transferred 將予轉讓A類普通股數目	Number 數目	Words 大寫
BOX 3 第三格	SHARE CERTIFICATE NUMBER(S) 股票號碼		
BOX 4 第四格	Transferor(s) name(s) and address(es) in full 轉讓人姓名及詳細地址 (Either typewritten or written in block capitals) (請用打字機或以正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱 Address(es) 地址	Other Name(s) 名字 Telephone number 電話號碼
BOX 5 第五格	CONSIDERATION 代價	HK\$9.11 per Class A Ordinary Share 每股A類普通股9.11港元	
BOX 6 第六格	TRANSFEREE 承讓人	Name 名稱: Registered Office 註冊辦事處:	Zhihu Inc. 知乎 PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands
BOX 7 第七格	Signed by or for and 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 REGISTERED HOLDERS MUST SIGN HERE 所有聯名登記持有人均須於本欄簽署 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 submission of this Form of Acceptance 提交本接納表格之日期	
BOX 8 第八格	Do not complete 請勿填寫本欄	Signed by or on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽署: Signature of Witness 見證人簽署 Name of Witness 見證人姓名 Address of witness 見證人地址 Occupation of witness 見證人職業	For and on behalf of 代表 Zhihu Inc. 知乎 Signature(s) of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署 Date of transfer 過戶日期

Note: Please insert the total number of Class A Ordinary Shares for which the Non-U.S. Offer or the U.S. Offer (as the case may be) is accepted. If no number is inserted or if the total number inserted in the form is greater than the Class A Ordinary Shares tendered by you, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (the "Title Documents") or a mark other than a legible number (including "✓", "X", "○"), a word or an illegible number or character is inserted, your Form of Acceptance will be considered as incomplete and will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be re-submitted and received by the Registrar by not later than 4:00 p.m. (Hong Kong time)/ 4:00 a.m. (New York City time) on Wednesday, October 30, 2024 or such later time(s) and/or date(s) as may be announced by the Company in compliance with the Codes and laws, regulations, and rules of the United States and/or with the Executive's consent. If you wish to accept the Non-U.S. Offer or the U.S. Offer (as the case may be) in respect of only part of your Shares, you should arrange for the Title Documents in respect of your Class A Ordinary Shares to be split through the Registrar before submitting the Form of Acceptance such that the number of Class A Ordinary Shares inserted in the Form of Acceptance shall be the same as the number of Class A Ordinary Shares represented by the Title Documents submitted with such Form of Acceptance. In any event, the valid Form of Acceptance should be submitted and received by the Registrar by not later than 4:00 p.m. (Hong Kong time)/ 4:00 a.m. (New York City time) on Wednesday, October 30, 2024 or such later time(s) and/or date(s) as may be announced by the Company in compliance with the Codes and laws, regulations, and rules of the United States and/or with the Executive's consent.

Subject to the Offers becoming unconditional, the total number of Class A Ordinary Shares bought back by the Company from you will be determined by the total number of Class A Ordinary Shares tendered for acceptance in accordance with the formula set out in the Applicable Offer Document. Fractions of Class A Ordinary Shares (including in the form of ADSs) will not be bought back under the Offers. The number of Class A Ordinary Shares to be bought back from you by the Company in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Company, provided that the total number of Class A Ordinary Shares (including in the form of ADSs) that will be bought back by the Company will not exceed the Maximum Number.

附註: 請填入接納非美國要約或美國要約（視情況而定）之A類普通股總數。倘並無填入數目或表格內填入之總數超過閣下所提交的A類普通股（以股票、過戶收據及/或任何其他所有權文件（及/或任何就此所需之一份或多份令人信納的備價保證）證明）（所有權文件）或填上難以辨識的符號（包括「✓」、「X」、「○」）、詞彙、或難以辨識的數目或字樣，則閣下的接納表格將被視為不完整，並會退回予閣下以作更正及重新提交。任何經更正接納表格必須於2024年10月30日（星期三）下午四時正（香港時間）/ 上午四時正（紐約時間）或本公司根據守則以及美國法律、規則及規例及/或執行人員的同意可能公佈之有關較後時間及/或日期前再行提交並送達登記處。閣下如欲僅就部分股份接納非美國要約或美國要約（視情況而定），應於提交接納表格前向登記處安排分拆有關A類普通股之所有權文件，使於接納表格填上之A類普通股數目與連同有關接納表格提交之所有權文件所代表之A類普通股數目相同。在任何情況下，有效的接納表格應於2024年10月30日（星期三）下午四時正（香港時間）/ 上午四時正（紐約時間）或本公司根據守則以及美國法律、規則及規例及/或執行人員的同意可能公佈之有關較後時間及/或日期之前遞交及由登記處收訖。

待要約成為無條件後，本公司自閣下回購的A類普通股總數將就提交接納的A類普通股總數按載於適用要約文件的公式釐定。根據要約，非整數的A類普通股（包括以美國存託股形式）將不會獲回購。本公司就閣下的接納將向閣下回購的A類普通股數目，將會由本公司酌情決定上調或下調以調整至最接近的整數，前提是本公司將予回購的A類普通股（包括以美國存託股形式）總數不會超過最高數目。

Personal Information Collection Statement

Personal Data

This personal information collection statement informs you of the policies and practices of the Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), 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 Offers for your Class A Ordinary 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 Offers.

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 Applicable Offer Document;
- registering transfers of the Class A Ordinary Share(s) out of your name;
- maintaining or updating the Register;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), and/or their respective agents, officers, and advisers and the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules, or regulations (whether statutory or other wise);
- any other purpose in connection with the business of the Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and/or under applicable regulations, and other purpose 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 Company and/or Deutsche Bank (to the extent relating to the Non-U.S. Offer) 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 Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), any of their respective agents, offices, and advisers and the Registrar;
- any agents, contractors, or third party service providers who offer administrative, telecommunications, computer, payment, or other services to the Company and/or Deutsche Bank (to the extent relating to the Non-U.S. Offer) and/or the Registrar, 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 institutions in securities; and
- any other persons or institutions whom the Company and/or Deutsche Bank (to the extent relating to the Non-U.S. Offer) and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer) and the Registrar will keep the personal data provided in this form 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 other applicable law.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Company and/or Deutsche Bank (to the extent relating to the Non-U.S. Offer) 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 Company and/or Deutsche Bank (to the extent relating to the Non-U.S. Offer) and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), or the Registrar (as the case may be).

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

收集個人資料聲明 個人資料

本收集個人資料聲明旨在知會閣下有關本公司、德意志銀行（就非美國要約而言）及登記處以及有關個人資料及香港法例第486章個人資料（私隱）條例（「**條例**」）之政策及慣例。

1. 收集閣下個人資料之原因

為就閣下之A類普通股接納要約，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：

- 處理閣下之接納及核實或遵循本接納表格及適用要約文件載列之條款及申請手續；
- 登記以閣下名義之A類普通股轉讓；
- 保存或更新股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 自本公司、德意志銀行（就非美國要約而言）及／或彼等各自之代理人、人員及顧問及登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便進行權利申索；
- 按法例、規則或規例規定（無論屬法定或其他規定）作出披露；
- 有關本公司、德意志銀行（就非美國要約而言）或登記處業務之任何其他用途；及
- 有關上文任何其他附帶或關連用途及／或令本公司、德意志銀行（就非美國要約而言）及／或登記處得以履行彼等對股東及／或監管機構及／或適用法規項下之責任及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，惟本公司及／或德意志銀行（就非美國要約而言）及／或登記處為達致上述或有關任何上述用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交（無論在香港境內或香港境外地區）該等個人資料：

- 本公司、德意志銀行（就非美國要約而言）、彼等各自之任何代理人、人員及顧問及登記處；
- 為本公司及／或德意志銀行（就非美國要約而言）及／或登記處之業務經營而向彼等提供行政、電訊、電腦、付款或其他服務之任何代理人、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
- 本公司及／或德意志銀行（就非美國要約而言）及／或登記處於有關情況下認為必需或適當之任何其他人士或機構。

4. 保留個人資料

本公司、德意志銀行（就非美國要約而言）及登記處將按收集個人資料所需用途保留本表格所收集之個人資料。無需保留之個人資料將會根據條例及其他適用法律銷毀或處理。

5. 存取及更正個人資料

條例規定，閣下有權確認本公司及／或德意志銀行（就非美國要約而言）及／或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。依據條例，本公司及／或德意志銀行（就非美國要約而言）及／或登記處有權就處理任何資料請求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類別之資料之所有請求，須提交予本公司、德意志銀行（就非美國要約而言）或登記處（視情況而定）。

閣下簽署本接納表格即表示同意上述所有條款。

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 the Offers or as to the action you should take, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant, or other professional adviser.

This Form of Acceptance should be read in conjunction with the accompanying Applicable Offer Document. The definitions used in the Applicable Offer Document apply to this Form of Acceptance, unless the context otherwise requires. The complete terms of the Offers as set out in the Applicable Offer Document are deemed to be incorporated in and form part of this Form of Acceptance and should be read carefully by each Qualifying Shareholder.

If you have sold or otherwise transferred all your Class A Ordinary Shares, you should at once hand this Form of Acceptance and the Applicable Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer, or other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or transferee(s).

The Non-U.S. Offer is made by Deutsche Bank on behalf of the Company and may only be accepted by Non-U.S. Qualifying Shareholders. The U.S. Offer is made solely and directly by the Company. Non-U.S. Qualifying Shareholders may only tender under the Non-U.S. Offer. U.S. Qualifying Shareholders and ADS holders (wherever such ADS holders are located) may only tender under the U.S. Offer. The making of the Offers to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offers in the relevant jurisdictions with a view to observing all applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Non-U.S. Offer or the U.S. Offer (as the case may be) 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 any governmental, exchange control, or other consents that may be required and the compliance with all other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties payable by you in respect of all relevant jurisdictions. The Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer and with the prior consent of the Company), the Registrar, or any of their respective directors or any person involved in the Offers 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 Non-U.S. Offer or the U.S. Offer (as the case may be) by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Non-U.S. Offer or the U.S. Offer (as the case may be), and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

The provisions set out herein form part of the terms and conditions of the Offers and this Form of Acceptance should be read in conjunction with the Applicable Offer Document.

WARNING: You should read carefully the instructions before completing this Form of Acceptance.

QUALIFYING SHAREHOLDERS HAVE THE RIGHT TO WITHDRAW THEIR TENDERED CLASS A ORDINARY SHARES UNTIL 4:00 P.M., HONG KONG TIME, OR 4:00 A.M., NEW YORK CITY TIME, ON WEDNESDAY, OCTOBER 30, 2024.

ADDITIONALLY, IF THE COMPANY HAS NOT ACCEPTED YOUR CLASS A ORDINARY SHARES FOR PAYMENT BY TUESDAY, NOVEMBER 5, 2024 (WHICH IS THE 40TH U.S. BUSINESS DAY) AFTER THE DATE OF THE COMMENCEMENT OF THE OFFERS, YOU MAY WITHDRAW THEM AT ANY TIME AFTER THAT DATE UNTIL THE COMPANY ACCEPTS YOUR CLASS A ORDINARY SHARES FOR PAYMENT.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

To accept the Non-U.S. Offer or the U.S. Offer (as the case may be), you should complete and sign this Form of Acceptance overleaf and forward this entire Form of Acceptance, together with the relevant Title Documents, for not less than the number of Class A Ordinary Shares in respect of which you wish to accept the Non-U.S. Offer or the U.S. Offer (as the case may be), by post or by hand, to the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, in an envelope marked "Zhihu Inc. – Buy-back Offer" as soon as possible but in any event so as to reach the Registrar by not later than 4:00 p.m. (Hong Kong time)/ 4:00 a.m. (New York City time) on Wednesday, October 30, 2024) (or such later time and/or date as the Company may decide and announce, subject to the Codes and laws, regulations, and rules of the United States and/or with the Executive's consent). Should any Qualifying Shareholder require any assistance in completing this Form of Acceptance or have any queries regarding the procedures for tendering and settlement or any other similar aspect of the Offers, he/she may contact the Registrar on its telephone hotline at (852) 2862 8555 during the period from 9:00 a.m. Monday, September 9, 2024) to the closing day of the Offers (both days inclusive) between 9:00 a.m. and 6:00 p.m. (Hong Kong time) from Mondays to Fridays (excluding public holidays). For the avoidance of doubt, the designated hotline cannot and will not (i) provide any information not available in the public domain nor any advice on the merits or risks of the Offers or (ii) give any financial or legal advice.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFERS

To: The Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), and the Registrar

1. My/Our execution of the Form of Acceptance overleaf (whether or not such form is dated and which shall be binding on my/our personal representatives, heirs, successors, and assigns) shall constitute:
 - (i) my/our irrevocable acceptance of the Non-U.S. Offer or the U.S. Offer (as the case may be) and contained in the Applicable Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Class A Ordinary Shares specified in the Form of Acceptance;
 - (ii) my/our acceptance that the provisions of this Form of Acceptance and the other terms and conditions in the Applicable Offer Document are deemed to be incorporated into the terms and conditions of the Offers;
 - (iii) my/our instruction and authority to the Company and/or Deutsche Bank (to the extent relating to the Non-U.S. Offer) 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 Class A Ordinary Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) (if any), 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 of the Offers, as if it were/they were share certificate(s) delivered to the Registrar together with this Form of Acceptance;
 - (iv) my/our instruction and authority to the Company or its agent(s) or the Registrar (as applicable) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the consideration to which I/we shall have become entitled under the terms of the Offers (and/or, as applicable, balancing share certificate(s) (the balancing share certificate will be sent/returned in jumbo form)) by ordinary post at my/our risk or in favour of the person named below or, if no name and address is stated below, to the first-named Accepting Shareholder at the registered address shown in the Register;
(Insert here the name and address of the person to whom the cheque and other documents are to be sent if different from the registered Accepting Shareholder or the first-named of the joint registered Accepting Shareholders.)
Name: (in block capitals) _____
Address: _____
 - (v) my/our instruction and authority to the Company, the Registrar, or such person or persons as it may direct for the purpose, on my/our behalf, to make and execute the contract note and any other document, including an instrument of transfer, required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), if applicable to be made and executed by me/us as the seller(s) of the Class A Ordinary Shares to be sold by me/us under the Non-U.S. Offer or the U.S. Offer (as the case may be) and to cause the same to be stamped and to cause an endorsement to be made on the Form of Acceptance (or instrument of transfer, if required) in accordance with the provisions of that Ordinance if applicable;
 - (vi) my/our instruction and authority to the Company, the Registrar, or such person or persons as it may direct for the purpose of completing and executing the Form of Acceptance or any document (including, without limitation, any consolidated share transfer form) on my/our behalf including without limitation to insert a date in the Form of Acceptance or, if applicable, form of transfer; or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of selling my/our Class A Ordinary Shares to the Company;
 - (vii) my/our instruction and authority to the Company, the Registrar, or such person or persons as it may direct for the purpose to insert in the number of Class A Ordinary Shares to be transferred to the Company in the box headed "Number of Class A Ordinary Shares to be transferred" in the Form of Acceptance or, if I/we or any other person shall have inserted a number, to delete such number and insert another number, provided that such number shall not exceed the number inserted in BOX 1 of the Form of Acceptance and to insert the corresponding share certificate number(s) or if I/we or any other person shall have inserted an incorrect share certificate number, to delete such share certificate number and insert the correct share certificate number; and
 - (viii) my/our undertaking to execute any further documents, take any further action and give any further assurances as the Company may consider necessary, desirable, or expedient in connection with my/our acceptance of the Non-U.S. Offer or the U.S. Offer (as the case may be) including, without limitation, to complete the Non-U.S. Offer or the U.S. Offer (as the case may be) in respect of which I/we have accepted free from all liens, charges, encumbrances, equitable interests, rights of pre-emption, or other third party rights of any nature and together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the Class A Ordinary Share(s) are redeemed or cancelled (as the case may be) and/or to perfect any of the authorities expressed to be given under this Form of Acceptance or the Applicable Offer Document.
2. I/We understand that acceptance of the Offers by me/us will constitute a warranty by me/us to the Company and Deutsche Bank (to the extent relating to the Non-U.S. Offer) that: (a) the number of Class A Ordinary Share(s) specified in this Form of Acceptance are fully paid and will be sold free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the Class A Ordinary Share(s) are redeemed or cancelled (as the case may be); and (b) if I/we am/are an Overseas Shareholder, I/we have fully observed any applicable legal or other requirements and that the Non-U.S. Offer or the U.S. Offer (as the case may be) may be accepted by me/us lawfully under the laws of the relevant jurisdiction.
3. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offers, I/we authorise and request you to return to me/us my/our Title Documents, together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named above or, if no name and address is stated, to me or the firstnamed of us (in the case of joint registered Accepting Shareholders) at the registered address referred to above.
Note: Where the Accepting Shareholders have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Company or its agent(s) from the Registrar on the Accepting Shareholders' behalf, they will be sent such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant Title Documents in respect of the ownership of the whole/part of my/our holding of Class A Ordinary Shares which are to be held by the Company and/or Deutsche Bank (to the extent relating to the Non-U.S. Offer) and/or the Registrar and/or such person or persons as any of them may direct on the terms of the Offers. I/We understand that no acknowledgement of receipt of any Form of Acceptance or Title Documents will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk. I/We further understand that if the Class A Ordinary Shares tendered under the Non-U.S. Offer or the U.S. Offer (as the case may be) have not been bought-back by the Company in full, the Title Documents in respect of the balance of such Shares or a replaced certificate therefor will be returned or sent to me/us by ordinary post at my/our risk no later than 7 Business Days after the close of the Offers.
5. I/We warrant that I/we have the full right, power, and authority to tender, transfer, assign, sell, and pass the title and ownership of my/our Class A Ordinary Shares to the Company by way of acceptance of the Non-U.S. Offer or the U.S. Offer (as the case may be).
6. I/We warrant to the Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), the Registrar, and any of their respective directors and any person involved in the Offers that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the Register in connection with my/our acceptance of the Non-U.S. Offer or the U.S. Offer (as the case may be), including the obtaining of any governmental, exchange control, or other consent and any registration or filing that may be required in compliance with all necessary formalities, legal, or regulatory requirements.
7. I/We warrant to the Company, Deutsche Bank (to the extent relating to the Non-U.S. Offer), the Registrar, and any of their respective directors and any person involved in the Offers that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me/us in respect of the jurisdiction where my/our address is located as set out in the Register.
8. I/We acknowledge that, save as expressly provided in the Applicable Offer Document and this Form of Acceptance, all acceptance, instructions, authorities, and undertakings hereby given shall be irrevocable and unconditional.

本接納表格為重要文件，請即處理。閣下如對本接納表格或要約的任何方面或閣下就此應採取之行動有任何疑問，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。

本接納表格應與隨附適用要約文件一併閱讀。除文義另有所指外，適用要約文件所用的釋義亦適用於本接納表格。適用要約文件所載的完整要約條款被視為已載入本接納表格內並為其中一部份，各合資格股東務請仔細閱讀。

閣下如已將名下A類普通股全部售出或以其他方式轉讓，應立即將本接納表格及適用要約文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商或其他代理商，以便此後轉交買主或承讓人。

非美國要約由德意志銀行代表本公司作出，且僅可由非美國合資格股東接納。美國要約僅由本公司直接作出。非美國合資格股東僅可根據非美國要約提交。美國合資格股東及美國存託股持有者（無論該美國存託股持有者位於何處）僅可根據美國要約提交。向海外股東提出要約或會受到有關司法管轄區之法例禁止或影響。倘閣下為海外股東，閣下應就要約於有關司法管轄區之影響尋求適當法律意見，以遵守任何適用法律或監管規定。任何海外股東如欲接納非美國要約或美國要約（視情況而定），須自行完全遵守有關司法管轄區之法例及規例，包括（但不限於）獲得任何所需政府、外匯管制或其他方面之同意，並辦理其他所需手續或遵行所有其他所需之監管或法律規定。閣下亦須完全負責任何過戶費用或其他稅項及有關司法管轄區徵收而應付之稅款。本公司、德意志銀行（就非美國要約而言並經本公司事先同意）、登記處或彼等各自之任何董事或參與要約之任何人士有權就閣下可能需要繳付之任何稅項獲全數賠償及毋須為此承擔任何責任。閣下提交非美國要約或美國要約（視情況而定）之接納書，將構成閣下保證，閣下根據一切適用法例獲准接受及接納非美國要約或美國要約（視情況而定）及任何有關修訂，而此接納書根據所有適用法例為有效及具約束力。

本接納表格所載之條文構成要約之條款及條件之一部分，而本接納表格應連同適用要約文件一併閱讀。

警告： 閣下於填寫本接納表格前，務請細閱有關指示。
合資格股東有權於2024年10月30日（星期三）下午四時正（香港時間）或上午四時正（紐約時間）之前撤回其已提交的A類普通股。
此外，倘本公司並未於2024年11月5日（星期二）（即要約開始日期起計第40個美國營業日）之前接納閣下的A類普通股付款，則閣下可於該日後隨時撤回其A類普通股，直至本公司接納閣下的A類普通股付款。

填寫本接納表格之辦法

閣下如接納非美國要約或美國要約（視情況而定），應填妥及簽署背頁之本接納表格，然後將本接納表格整份連同不少於閣下願意接納非美國要約或美國要約（視情況而定）之有關A類普通股數目之有關所有權文件，盡快以郵遞方式或專人交回登記處，而無論如何必須於2024年10月30日（星期三）下午四時正（香港時間）/上午四時正（紐約時間）之前（或本公司可能決定及宣佈之有關較後時間及/或日期，惟須受守則以及美國法律、規例及規則所規限及/或獲得執行人員的同意）送達登記處—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，信封註明「知乎—回購要約」，方為有效。倘任何合資格股東於填寫本接納表格時需要任何協助或對要約之提交及交付手續或其他類似方面有任何疑問，可由2024年9月9日（星期一）上午九時正起至要約完成日（包括首尾兩天）止期間內，逢星期一至星期五（公眾假期除外）上午九時正至下午六時正（香港時間），聯絡登記處，熱線電話號碼為(852) 2862 8555。為免生疑問，指定熱線電話不能且不會(i)提供並無公開發佈的任何資料或有關要約好處或風險的任何意見或(ii)提供任何財務或法律意見。

要約之接納表格

致：貴公司、德意志銀行（就非美國要約而言）及登記處

- 本人/吾等簽署背頁之接納表格（無論此表格有否填寫日期，本人/吾等之個人代表、遺產繼承人、繼任人及承讓人將受此約束），即表示：
 - 本人/吾等以不可撤回方式接納載於適用要約文件內之非美國要約或美國要約（視情況而定），按該文件及本接納表格所載之有關條款，願意接納本接納表格所填寫之A類普通股數目；
 - 本人/吾等接受，本接納表格的條文以及適用要約文件中的其他條款及條件被視為已納入要約的條款及條件；
 - 本人/吾等指示並授權 貴公司及/或德意志銀行（就非美國要約而言）或彼等各自之代理人，代表本人/吾等憑內附本人/吾等已正式簽署之過戶收據（如有），向 貴公司或登記處領取本人/吾等應獲發A類普通股之股票，並將有關股票送交登記處，及授權並指示由登記處按要約之條款保存該等股票，猶如該（等）股票已經連同本接納表格一併送交登記處；
 - 本人/吾等指示並授權 貴公司或其代理人或登記處（倘適用），以普通郵遞方式將本人/吾等按要約之條款應得之代價，以「不得轉讓—只准入抬頭人賬戶」劃線開出之支票及/或（倘適用）餘額股票（餘額股票將以一張股票形式寄發/退回），按下列姓名及地址，以普通郵遞方式寄予所列人士（如未列明姓名及地址者，則按股東名冊所示登記地址寄予名列首位之接納股東），郵誤風險概由本人/吾等承擔；
(倘若收取支票及其他文件之人士及地址並非登記接納股東或名列首位聯名登記接納股東之登記姓名及地址，則請在本欄填上應收取支票及其他文件之人士之姓名及地址。)
姓名：(請用正楷填寫) _____
地址： _____
 - 本人/吾等指示並授權 貴公司、登記處或其可能指定之人士，代表本人/吾等根據非美國要約或美國要約（視情況而定），以出售A類普通股之賣方的身份，作出及簽署根據香港稅例第117章印花稅條例第19(1)條（倘適用）指定須作出及簽署之合約票據及任何其他文件（包括過戶文據），並按該條例（倘適用）條文繳付印花稅及安排批註接納表格（或過戶文據（如屬必須））；
 - 本人/吾等指示並授權 貴公司、登記處或其可能就此指定之人士，代表本人/吾等填妥及簽署接納表格或任何文件（包括但不限於任何合併股份過戶表格），包括但不限於在接納表格或（如適用）在過戶表格填上日期，或如本人/吾等或任何其他人士已填上日期，則刪去該日期並填上另一日期，以及採取任何必要或適宜之行動，使本人/吾等之A類普通股可出售予 貴公司；
 - 本人/吾等指示並授權 貴公司、登記處或其可能就此指定之人士，以於接納表格內「將予轉讓A類普通股數目」一格填上將會轉讓予 貴公司之A類普通股數目，或倘本人/吾等或任何其他人士已填上數目，則刪去該數目並填上另一數目，惟該數目不得超過接納表格之第一格已填上之數目；及填上有關股票號碼，或倘本人/吾等或任何其他人士填上之股票號碼不正確，則刪去該股票號碼，並填上正確股票號碼；及
 - 本人/吾等承諾於 貴公司認為必要、適當或適宜時就本人/吾等接納非美國要約或美國要約（視情況而定）簽署任何其他文件、採取任何進一步行動及提供任何進一步保證，包括但不限於 貴公司就本人/吾等已接納非美國要約或美國要約（視情況而定）完成非美國要約或美國要約（視情況而定），且A類普通股並不附帶任何留置權、押記、產權負擔、衡平權、優先購買權或其他任何性質之第三方權利，以及連同該等A類普通股累計或附帶的所有權利（包括但不限於收取於A類普通股贖回或註銷（視情況而定）日期或之後所宣派、作出或派付的股息或其他分派（如有）的權利）一併售出，及/或完備據本接納表格或適用要約文件明確給予的任何授權。
- 本人/吾等明白本人/吾等接納要約將構成本人/吾等向 貴公司及德意志銀行（就非美國要約而言）保證：(a)本接納表格所列將予出售之A類普通股數目已獲繳足股款及概不附帶任何留置權、押記、產權負擔、衡平權、優先購買權或其他任何性質之其他第三方權利，並連同該等A類普通股累計或附帶的所有權利（包括但不限於收取於A類普通股贖回或註銷（視情況而定）日期或之後所宣派、作出或派付的股息及其他分派（如有）的權利）一併售出；及(b)如本人/吾等為海外股東，本人/吾等已完全遵守任何適用法例或監管規定，以及本人/吾等根據有關司法管轄區的法例可合法地接納非美國要約或美國要約（視情況而定）。
- 倘按要約之條款，本人/吾等之接納被視為無效，本人/吾等授權並要求 閣下將本人/吾等之所有權文件，連同已正式註銷之本接納表格，一併寄予上列人士，如未有列明姓名及地址，則按上述股東名冊所示登記地址，以普通郵遞方式寄予本人或（如為聯名登記接納股東）名列首位之持有人，郵誤風險概由本人/吾等承擔。
*附註：*倘若接納股東已寄出一份或以上過戶收據，而與此同時，貴公司或其代理人亦已代接納股東向登記處領取有關股票，則發還彼等者將為該等股票，而非原來之過戶收據。
- 本人/吾等茲附上本人/吾等持有之全部/部分A類普通股之所有權文件，由 貴公司及/或德意志銀行（就非美國要約而言）及/或登記處及/或彼等任何一方可能指示的人士根據要約之條款予以保存。本人/吾等明白將不會就任何接納表格或所有權文件獲發收訖通知書。本人/吾等亦明白所有文件將以普通郵遞方式寄出，郵誤風險概由本人/吾等自行承擔。本人/吾等明白倘本人/吾等根據非美國要約或美國要約（視情況而定）所提交之A類普通股並未獲 貴公司悉數回購，則有關股份結餘之所有權文件或其替代股票將於要約截止後不遲於7個營業日以普通郵遞方式退回或寄回予本人/吾等，郵誤風險由本人/吾等自行承擔。
- 本人/吾等保證，本人/吾等有十足權利、權力及授權以接納非美國要約或美國要約（視情況而定）之方式，向 貴公司提交、轉讓、出讓、出售及移交本人/吾等之A類普通股之所有權及擁有權。
- 本人/吾等向 貴公司、德意志銀行（就非美國要約而言）、登記處及彼等各自之任何董事及參與要約之任何人士保證，本人/吾等已符合本人/吾等於股東名冊所列地址所處司法管轄區有關本人/吾等接納非美國要約或美國要約（視情況而定）之法例規定，包括取得任何政府、外匯管制或其他同意，以及辦理一切必需之正式手續及遵行其他所需之法律或監管規定而辦理任何登記或存檔事宜。
- 本人/吾等向 貴公司、德意志銀行（就非美國要約而言）、登記處及彼等各自之任何董事及參與要約之任何人士保證，本人/吾等將就支付任何過戶費用或其他稅項或本人/吾等於股東名冊所載地址司法管轄區徵收而應付之稅款承擔全部責任。
- 本人/吾等知悉，除適用要約文件及本接納表格清楚規定之外，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。