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香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 herein shall bear the same meanings as those defined in the offer document dated 20 December 2024 (the "Huarui Offer Document") jointly issued by Huarui Fengquan Development Limited ("Huarui") and CPMC Holdings Limited (the "Company").

除文義另有所指外，本表格使用之詞彙具有華瑞風泉發展有限公司(「華瑞」)及中糧包裝控股有限公司(「本公司」)所聯合刊發日期為二零二四年十二月二十日之要約文件(「華瑞要約文件」)所界定者之相同涵義。

**THIS FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE HUARUI OFFER.**

閣下如欲接納華瑞要約，請使用本接納及過戶表格。



**中糧**  
**COFCO**

自然之源 重塑你我



## CPMC HOLDINGS LIMITED

### 中糧包裝控股有限公司

(incorporated in Hong Kong with limited liability)

(於香港註冊成立的有限公司)

(Stock code: 906)

(股份代號：906)

#### FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) EACH IN THE ISSUED SHARE CAPITAL OF CPMC HOLDINGS LIMITED

中糧包裝控股有限公司已發行股本中每股普通股之

接納及過戶表格

To be completed in full 每項均須填寫

Registrar: Computershare Hong Kong Investor Services Limited

股份過戶登記處：香港中央證券登記有限公司

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

香港灣仔皇后大道東183號合和中心17樓1712 - 1716號舖

<p>You must insert the total number of Share(s) for which the Huarui 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 Huarui 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. on the first Huarui Offer Closing Date or such later time(s) and/or date(s) as Huarui may determine and announce in accordance with the Takeovers Code.</p> <p>閣下必須填上接納華瑞要約之股份總數。倘無填寫數目，或所填寫之數目多於閣下登記之持股，或多於或少於就接納華瑞要約所應約提供之實物股份，而閣下已簽署本接納表格，則本接納表格將退回。閣下以作出更正及重新提交。任何經更正之接納表格必須重新提交並在首個華瑞要約截止日期下午四時正或華瑞根據收購守則的規則可能決定及公佈的較後日期及/或時間由股份過戶登記處收到。</p>	<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) held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Huarui Offer Document. 下述「轉讓人」謹此根據本表格及隨附之華瑞要約文件所載之條款及條件並在其規限下，按下列代價向下述「承讓人」轉讓以下註明轉讓人所持有之股份。		
	Number of Shares to be Transferred 將予轉讓之股份數目	<b>FIGURES</b> 數目	<b>WORDS</b> 大寫
	Share certificate number(s) 股票編號		
	<b>TRANSFEROR(S)</b> name(s) and address(es) in full 轉讓人 全名及詳細地址	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	
<b>CONSIDERATION</b> Note: The consideration will be paid to an accepting shareholder less seller's ad valorem stamp duty. 代價 附註：向接納股東支付的代價將扣除賣方從價印花稅。	HK\$7.21 in cash for each Huarui Offer Share 每股華瑞要約股份現金7.21 港元		
<b>TRANSFEEE</b> 承讓人	Name 名稱： Registered Address 登記地址： Occupation 職業：	Huarui Fengquan Development Limited 華瑞風泉發展有限公司 Room 3305, 33/F, Tower Two, Lippo Centre, 89 Queensway Admiralty, Hong Kong 香港金鐘金鐘道89號力寶中心二座33樓3305室 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  
轉讓人或其正式獲授權代表簽署/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

The signing Transferor(s) hereby acknowledge(s) that the signing and submission of this Form of Acceptance do not render the transfer of Shares contemplated hereunder becoming effective.

The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below, and registration.

轉讓人謹此確認，簽署及提交本接納表格不會使據此擬進行的股份轉讓生效。據此擬進行的股份轉讓須待承讓人於下述轉讓日期簽署及登記後方可作實。

#### 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人士見證下簽署：

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 transfer 轉讓日期：

For and on behalf of 代表  
**Huarui Fengquan Development Limited**  
華瑞風泉發展有限公司  
Authorised Signatory(ies) 授權簽署人

Signature of Transferee or its duly authorised agent(s)  
承讓人或其正式獲授權代表人簽署

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

**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), you should at once hand this Form of Acceptance and the Huarui Offer Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

China Securities (International) Corporate Finance Company Limited ("CSCF") is making the Huarui Offer for and on behalf of the Huarui. The making of the Huarui Offer to any overseas Shareholders may be affected by the applicable laws and regulations of the relevant jurisdictions or residence and it is the responsibility of each such overseas Shareholder who wishes to accept the Huarui Offer to satisfy themselves as to the full observance of the laws and regulations 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 due from such overseas Shareholder in such relevant jurisdictions. Huarui will comply with the requirements of the Takeovers Code in respect of overseas Shareholders. Huarui, the parties acting in concert with it, the Company, CSCF, the Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates (whichever applicable) and any other person involved in the Huarui Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance tendered by you will be deemed to constitute a representation and warranty from you to Huarui that the local laws and requirements have been complied with. You should consult your own professional advisers if in doubt.

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

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

The Huarui Offer is conditional. Shareholders are advised to read the Huarui Offer Document before completing this Form of Acceptance. To accept the Huarui Offer made by CSCF for and on behalf of Huarui 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 number of the Shares in respect of which you intend to accept the Huarui Offer, 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, Wanchai, Hong Kong, in an envelop marked "CPMC Holdings Limited – Huarui Offer", no later than 4:00 p.m. on Friday, 10 January 2025 or such later time(s) and/or date(s) as Huarui may determine and announce in accordance with the Takeovers Code.** The provisions of Appendix I to the Huarui Offer 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 "1. PROCEDURES FOR ACCEPTANCE" in Appendix I to the Huarui Offer Document in particular as to the matters which you should consider.

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

**To: Huarui and CSCF**

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 Huarui Offer made by CSCF for and on behalf of Huarui, as contained in the Huarui Offer Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance. I/We understand and acknowledge that, if no number is inserted in the box title "Number of Shares to be transferred" or a number inserted on this Form of Acceptance is greater or smaller than my/our registered holding of Share(s) as represented by the certificates for Shares tendered for acceptance of the Huarui Offer, my/our Form of Acceptance will be considered to be incomplete and accordingly, my/our acceptance of the Huarui Offer will be invalid. This form 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 and date for acceptance of the Huarui Offer;
  - (b) my/our irrevocable instruction and authority to each of Huarui and CSCF 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 Huarui 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 Huarui and/or CSCF 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 Huarui Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Huarui 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 no later than seven (7) Business Days after the later of the date on which the Huarui Offer becomes or is declared unconditional in all respects and the receipt of all the relevant documents by the Registrar to render such acceptance 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 first-named joint registered Shareholders.)*

**Name:** (In **BLOCK LETTERS**) \_\_\_\_\_

**Address:** (In **BLOCK LETTERS**) \_\_\_\_\_

- (d) my/our irrevocable instruction and authority to each of Huarui and/or CSCF 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 Huarui 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 Huarui and/or CSCF and/or the Registrar 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 Huarui Offer and to do any other act that may be necessary or expedient for the purpose of vesting in Huarui and/or such person or persons as he may direct my/our Share(s) tendered for acceptance of the Huarui 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 Huarui Offer to Huarui or such person or persons as he 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 Huarui Offer Closing Date; and
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by Huarui and/or CSCF 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 Huarui Offer by me/us will be deemed to constitute a representation and warranty by me/us to Huarui and CSCF that (i) the Shares held by me/us to be acquired under the Huarui Offer are sold free from all liens, equities, mortgages charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever and are sold together with all rights attaching to them as at the Huarui Offer Closing Date or subsequently becoming attached to them, including the right to receive all dividends and distributions, if any, declared, made or paid on or after the Huarui Offer Closing Date and (ii) I/we have not taken or omitted to take any action which will or may result in Huarui or its advisers, including CSCF, or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Huarui Offer or my/our acceptance thereof and such acceptance, surrender and/or cancellation shall be valid and binding in accordance with all applicable laws and regulations.
  3. In the event that my/our acceptance is not valid in accordance with the terms of the Huarui 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 Huarui Offer and in the meantime the relevant Share certificate(s) is/are collected by any of Huarui or CSCF or any of their agent(s) from the Company or the Share 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 Huarui 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 represent and warrant to Huarui and the Company and their respective advisers in respect of the Huarui Offer 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 Huarui by way of acceptance of the Huarui Offer.
  6. I/We represent and warrant to Huarui and CSCF 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 Huarui Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
  7. I/We represent and warrant to Huarui and CSCF 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 Huarui Offer.
  8. I/We acknowledge that, save as expressly provided in the Huarui Offer Document and this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
  9. I/We acknowledge that my/our Shares sold to Huarui by way of acceptance of the Huarui Offer will be registered under the name of Huarui or its nominee.

For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited 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。

閣下如已將名下之股份全部出售或以其他方式轉讓，應立即將本接納表格及華瑞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、註冊證券機構或其他代理商，以便轉交買主或承讓人。

中信建投(國際)融資有限公司(「中信建投」)現為及代表華瑞提出華瑞要約。向任何海外股東提出華瑞要約可能受到有關司法管轄區或居住地的適用法例及法規影響，任何有關海外股東如欲接納華瑞要約，則有責任自行確保就此全面遵守有關司法管轄區的法例及法規，包括取得可能需要的任何政府、外匯管制或其他方面的同意，或遵守所有必要的正式程序或法律或監管規定可能要求的備案及登記規定，以及繳付該司法管轄區徵收的任何轉讓款項或有關海外股東應付的其他稅款。華瑞將就海外股東遵守收購守則的規定。華瑞、與華瑞一致行動人士、本公司、中信建投、股份過戶登記處、其各自之實益擁有人、董事、高級職員、代理人、顧問及聯繫人(倘適用)以及任何其他參與華瑞要約的人士均有權獲 閣下提供全額彌償保證及毋須就 閣下可能須支付之任何稅項承擔任何責任。 閣下提交的任何接納將被視為構成該海外股東向華瑞作出的聲明及保證，表示其已遵守當地法律及規定。 閣下如有疑問，應諮詢其本身的專業顧問。

本接納表格應連同華瑞要約文件一併閱讀。

#### 如何填寫本接納表格

華瑞要約附帶條件。建議股東在填寫本接納表格之前先行閱讀華瑞要約文件。 閣下如欲接納由中信建投為及代表華瑞提出收購 閣下股份之要約，務請填妥本接納表格並於背頁簽署，以及將本表格整份連同有關 閣下擬接納華瑞要約所涉及股份數目之股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人滿意之彌償保證)放入註明「中糧包裝控股有限公司—華瑞要約」之信封內，並在不遲於二零二五年一月十日(星期五)下午四時正或華瑞可能根據收購守則釐定及公佈之較後時間及/或日期，一併以郵遞或專人派遞方式送達股份過戶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。華瑞要約文件附錄一所載之條文已載入本接納表格並組成其中一部份。

警告：倘 閣下以代名人或其他身份代表另一人士持有股份，敬請參閱華瑞要約文件附錄一「1.接納程序」一節，尤其關於 閣下應考慮之事宜。

#### 華瑞要約之接納表格

##### 致：華瑞及中信建投

1. 本人/吾等一經簽立本接納表格(不論有關表格有否註明日期)，本人/吾等之承繼人及受讓人即受此約束，並表示：

- 本人/吾等就本接納表格所註明該數目之股份，根據華瑞要約文件及本表格所述之條款及條件並在其規限下，不可撤回地接納華瑞要約文件所載由中信建投為及代表華瑞提出之華瑞要約以換取當中所述之代價。本人/吾等明白及確認，倘「將予轉讓之股份數目」之空格內未有填上數目，或於本接納表格內所填寫之數目多於或少於本人/吾等登記持有以就接納華瑞要約提供股份之股票代表之股份，則本人/吾等之接納表格將被視為未填妥，因此，本人/吾等之接納華瑞要約告無效。本表格將退回予本人/吾等作出更正及重新提交。任何經更正之表格必須重新提交並於最後截止日期接納華瑞要約之最後時間或之前由股份過戶登記處收到；
- 本人/吾等不可撤回地指示及授權華瑞及中信建投及/或彼等各自之代理，各自代表本人/吾等根據並藉交付經本人/吾等妥為簽署之隨附過戶收據及/或其他所有權文件(如有)(及/或就此所需令人滿意之彌償保證)，向本公司或股份過戶登記處領取本人/吾等應獲發股份之股票，並將有關股票交付股份過戶登記處，以及授權及指示股份過戶登記處在華瑞要約條款及條件之規限下持有該等股票，猶如該等股票連同本接納表格一併交付股份過戶登記處一樣；
- 本人/吾等不可撤回地指示及授權華瑞及/或中信建投或彼等各自之代理各方，須於華瑞要約在所有方面成為或宣佈為無條件當日及股份過戶登記處接獲所有相關文件以令該接納完備及有效(以較遲者為準)後不遲於七(7)個營業日，就本人/吾等根據華瑞要約之條款應得之現金代價(扣除本人/吾等因本人/吾等接納華瑞要約而應付之賣方從價印花稅)，向本人/吾等開出一張註明「不得轉讓—只准入抬頭人賬戶」之劃線支票，以普通郵遞方式寄發予以下人士之下述地址，或(如無於下欄填上姓名及地址)寄發予本人或吾等當中之排名首位者(就聯名登記股東而言)於本公司股東名冊所示之登記地址，郵誤風險概由本人/吾等承擔；

(附註：倘支票收取人並非相關登記股東或排名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華瑞及/或中信建投及/或彼等任何一方可能就此目的而指示之人士，代表本人/吾等製備及簽立香港法例第117章印花稅條例規定本人/吾等作為本人/吾等根據華瑞要約所出售股份賣方而應製備及簽立之成交單據，以及根據該條例之條文規定促使該成交單據加蓋印花及促使在本接納表格加上簽註；
- 本人/吾等不可撤回地指示及授權華瑞及/或中信建投及/或股份過戶登記處及/或彼等任何一方可能指示之人士，代表本人/吾等就本人/吾等接納華瑞要約而填妥及簽立任何文件，以及作出任何其他可能必要或權宜之行為，以將本人/吾等因接納華瑞要約而應約提供之股份歸屬予華瑞及/或其可能指示之人士；
- 本人/吾等承諾以進一步保證之方式，於有需要或適宜時簽立有關其他文件及作出有關行為及事情，將本人/吾等根據股份應約提供作接納華瑞要約之股份轉讓予華瑞或其可能指示之人士，而該等股份不附帶任何產權負擔，並連同應得或附帶之所有權利，包括但不限於收取任何於華瑞要約截止日期或之後建議、宣派、作出或派付之股息及其他分派(如有)之權利；及
- 本人/吾等同意追認華瑞及/或中信建投及/或彼等各自之代理或彼等任何一方可能指示之人士於行使本表格所載任何權利時可能作出或進行之各項及每項行為或事情。

2. 本人/吾等明白本人/吾等接納華瑞要約將被視為構成本人/吾等向華瑞及中信建投聲明及保證，(i)本人/吾等所持有將根據華瑞要約予以收購之股份於出售時不附帶任何留置權、股權、抵押費用、產權負擔、優先購買權以及任何其他第三方權利和利益任何性質，並連同截至華瑞要約截止日期所附的所有權利或隨後所附的權利一起出售，包括接收所有權利於華瑞要約截止日期或之後宣派、作出或支付的股息及分派(如有)及(ii)本人/吾等並未採取或未採取任何將會或可能導致的行動華瑞或其顧問(包括中信建投)或任何其他人士違反華瑞要約或本人/吾等的相關的任何司法管轄區的法律或監管要求根據所有適用的法律和法規，接受以及此類接受、放棄和/或取消應有效且具有約束力。

3. 倘若本人/吾等之接納根據華瑞要約之條款屬無效，則以上第1段所載之所有指示、授權及承諾均告終止，在此情況下，本人/吾等授權及請求 閣下將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需令人滿意之彌償保證)連同已正式撤銷之本接納表格退回本人/吾等，以普通郵遞方式一併寄往以上第1(c)段所列之人士及地址或(如無列明姓名及地址)寄往本人或吾等當中之排名首位者(就聯名登記股東而言)於本公司股東名冊所示之登記地址，郵誤風險概由本人/吾等自行承擔。

附註：倘 閣下於接納華瑞要約時提交過戶收據，同時華瑞或中信建投任何一方或彼等任何代理已代表 閣下向本公司或股份過戶登記處領取相關股票，則 閣下將獲發還有關股票而並非過戶收據。

- 本人/吾等茲附上本人/吾等所持全部/部份股份之相關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人滿意之彌償保證)，交由 閣下按照華瑞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、股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人滿意之彌償保證)獲發認收通知書。本人/吾等另知悉，所有文件將以普通郵遞方式發送，郵誤風險概由本人/吾等自行承擔。
- 本人/吾等向華瑞及本公司及彼等各自有關華瑞要約之顧問聲明及保證，本人/吾等為本接納表格所列明數目股份之登記股東，以及本人/吾等具有十足權利、權力及授權，可通過接納要約而向華瑞出售及移交本人/吾等之股份之所有權及擁有權。
- 本人/吾等向華瑞及中信建投聲明及保證，本人/吾等已遵守本人/吾等於本公司股東名冊所載地址所在地之所有適用法律及規例並據此獲准接納華瑞要約以及其任何修訂；以及本人/吾等已取得一切所需之政府、外匯管制或其他同意，及已辦理一切所需之註冊登記或存檔以遵守所有必要的正式手續、監管及/或法律規定；以及本人/吾等已就有關接納而繳付所有應收本人/吾等之發行、轉讓或其他稅項及徵費或其他所需款項；以及有關接納根據所有適用法律及規例乃有效及具有約束力。
- 本人/吾等向華瑞及中信建投聲明及保證，本人/吾等將全面負責繳付本人/吾等應付與本人/吾等接納華瑞要約有關之任何轉讓或其他稅項及徵費。
- 本人/吾等確認，除華瑞要約文件及本接納表格內明確規定外，所有據此作出之接納、指示、授權及承諾均為不可撤回及無條件。
- 本人/吾等確認，本人/吾等通過接納華瑞要約向華瑞出售之股份將登記於華瑞或其代名人名下。

為免生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司皆不會作出或受限於以上任何聲明或保證。

## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of Huarui, CSCI 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 the personal data

To accept the Huarui 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 Huarui Offer. It is important that you should inform Huarui and/or CSCI and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide in 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 Huarui Offer Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of members of the Company;
- conducting or assisting to conduct signature verifications and any other verification or exchange of information;
- establishing your entitlements under the Huarui Offer;
- distributing notices and communication to you from Huarui, CSCI, the Registrar, the Company, and/or their respective agents, officers, advisers;
- compiling statistical code information and Shareholders profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise), including to the Stock Exchange, the SFC and applicable regulatory or governmental bodies, and otherwise to comply with any legal obligation to which any of Huarui, CSCI and/or the Registrar (as applicable) is subject;
- disclosing relevant information to facilitate claims of entitlements;
- any other purpose in connection with the business of Huarui, CSCI, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable Huarui and/or CSCI and/or the Registrar 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 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 Huarui, CSCI, the Company and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, disclose and transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- Huarui, CSCI, the Company, the Registrar and/or their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, payment, logistical, brokerage, securities or other services to Huarui, CSCI, the Company, the Registrar and/or their agents, officers and advisers, in connection with the operation of their business;
- the Stock Exchange, the SFC and any applicable regulatory or governmental bodies;
- HKSCC Nominees Limited;
- any other persons or institutions with which you have or propose to have dealings, such as bank managers, solicitors, accountants, licensed securities dealers or registered institutions in securities, or otherwise ask us to communicate with; and
- any other persons or institutions whom Huarui, CSCI, the Company, the Registrar and/or their agents, officers and advisers consider to be necessary or desirable in connection with any of the above purposes.

#### 4. Retention of Personal Data

Huarui, CSCI, 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 was 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 Huarui, CSCI, the Company, the Registrar and/or their agents, officers and advisers hold your personal data, to obtain a copy of that data and to correct any data that is incorrect. In accordance with the Ordinance, Huarui, CSCI, the Company, the Registrar and/or their agents, officers and advisers 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 Huarui, CSCI, the Company and/or the Registrar.

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

### 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華瑞、中信建投及股份過戶登記處在個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)方面之政策及慣例。

#### 1. 收集個人資料之原因

閣下如欲就本身之股份接納華瑞要約，則必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不獲受理或受到延誤。這亦可能妨礙或延遲寄發閣下根據華瑞要約應得之代價。如所提供之任何資料不準確，閣下務須立即通知華瑞及/或中信建投及/或股份過戶登記處。

#### 2. 用途

閣下於本接納表格提供之個人資料可能會使用、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華瑞要約文件所載列之條款及申請手續；
- 登記以閣下名義作出之股份轉讓；
- 保存或更新本公司有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立閣下於華瑞要約項下之權益；
- 分發華瑞、中信建投、股份過戶登記處、本公司及/或彼等各自之代理、高級人員及顧問向閣下發出之通知及通訊；
- 編製統計代碼資料及股東概況；
- 按法律、規則或規例(不論法定與否)作出披露，包括向聯交所、證監會及相關監管或政府團體，以及另行遵守華瑞、中信建投及/或股份過戶登記處(按適用)任何一方負上之任何法律義務；
- 披露有關資料以方便進行權益申索；
- 與華瑞、中信建投、本公司及/或股份過戶登記處之業務有關之任何其他用途；及
- 有關以上任何其他連帶或相關用途及/或以便華瑞及/或中信建投及/或股份過戶登記處履行彼等對股東及/或監管機關及/或於適用規例項下之責任，以及股東可能不時同意或獲告知之任何其他用途。

### 個人資料

#### 3. 轉交個人資料

於本接納表格所提供之個人資料將予保密，惟華瑞、中信建投、本公司及/或股份過戶登記處為達致上述或當中任何用途而可能在必要情況下向、獲或與以下任何及所有人士及實體披露及轉交(不論在香港境內或境外)有關個人資料：

- 華瑞、中信建投、本公司、股份過戶登記處及/或彼等之代理、高級人員及顧問；
- 向華瑞、中信建投、本公司、股份過戶登記處及/或彼等之代理、高級人員及顧問提供與其業務運作有關之行政、付款、物流、經紀、證券或其他服務之任何代理、承包商或第三方服務供應商；
- 聯交所、證監會及任何相關監管或政府團體；
- 香港中央結算(代理人)有限公司；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如銀行經理、律師、會計師、持牌證券交易商或註冊證券機構，或要求我們進行溝通者；及
- 華瑞、中信建投、本公司、股份過戶登記處及/或彼等之代理、高級人員及顧問認為就以上任何用途而言為必要或適宜之任何其他人士或機構。

#### 4. 保留個人資料

華瑞、中信建投及股份過戶登記處將按滿足收集個人資料用途而言所需之期限保留於本表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

#### 5. 索取及更正個人資料

該條例給予閣下權利確定華瑞、中信建投、本公司、股份過戶登記處及/或彼等之代理、高級人員及顧問是否持有閣下之個人資料，索取有關資料之副本，以及更正任何不正確之資料。依據該條例之規定，華瑞、中信建投、本公司、股份過戶登記處及/或彼等之代理、高級人員及顧問有權就處理任何索取資料之要求而收取合理費用。

所有關於索取資料或更正資料或索取有關政策及慣例及所持資料類型之資料之要求，應提交予華瑞、中信建投、本公司及/或股份過戶登記處。

閣下一經簽署本接納表格，即表示同意上述所有條款。