

海南美蘭國際空港股份有限公司

Hainan Meilan International Airport Company Limited*

(A joint stock company incorporated in the People's Republic of China with limited liability)

(於中華人民共和國註冊成立的股份有限公司)

(Stock Code: 357)

(股份代號：357)

GREEN FORM OF ACCEPTANCE AND TRANSFER OF DOMESTIC SHARES OF RMB1.00 EACH IN THE ISSUED SHARE CAPITAL OF HAINAN MEILAN INTERNATIONAL AIRPORT COMPANY LIMITED*

海南美蘭國際空港股份有限公司已發行股本中每股面值人民幣1.00元之內資股之綠色接納及過戶表格

All parts should be completed except the sections marked “Do not complete”

除註明「請勿填寫本欄」的部分外，每項均須填妥

To: Hainan Airport Infrastructure Co., Ltd.
致：海南機場設施股份有限公司

19th Floor, Block C, Internet Finance Building,
No. 3 Guoxing Avenue, Meilan District
Haikou City, Hainan Province, the PRC
中國海南省海口市
美蘭區國興大道3號
互聯網金融大廈C座19層

FOR THE CONSIDERATION stated below, the Transferor(s) named below accept(s) the Domestic Share Offer and hereby transfer(s) to the Transferee named below the Domestic Share(s) specified below subject to the terms and conditions contained herein (GREEN Form of Acceptance) and in the Composite Document as attached. The Transferee hereby agrees, based on the Offers announced publicly, to acquire the Domestic Share(s) specified below subject to the foregoing terms and conditions. The parties have entered into the share transfer agreement in respect of the Domestic Share(s) specified below by way of the Offers and this GREEN Form of Acceptance. 根據本接納及過戶表格(綠色接納表格)及隨附綜合文件所載條款及條件，下列轉讓人現按下列對價，接納內資股要約並將以下註明之內資股轉讓予下列承讓人。承讓人基於公開發佈的要約，謹此同意在遵守前述條款及條件的前提下，收購以下註明之內資股。雙方通過要約及本綠色接納表格達成針對以下註明之內資股的股份轉讓協議。			
Number of Domestic Share(s) (Note 1) to be transferred 將予轉讓之內資股數目(附註1)	FIGURES 數目	WORDS 大寫	
Information on the transferred share(s) 轉讓股票信息	Stock code: HK357 證券代碼：HK357 Stock short name: MEILAN AIRPORT 證券簡稱：美蘭空港 Class of securities: Domestic Shares 證券類別：內資股		
Full name and address of the Transferor(s) and the related information (Please use typewriter or block letters) 轉讓人全名及完整地址及相關信息 (請用打字機或正楷填寫)	By natural person shareholder 自然人股東填寫	Surname: 姓氏： Forename: 名字：	
	By legal person shareholder 法人股東填寫	Name of company: 公司名稱：	
	Residential address or registered address (Please specify if the corresponding address is not the same): 住址或註冊地址(如聯繫地址不一致的請註明)：		
	Telephone number: 電話號碼：		
	Information on the holder (Information registered with CSDCC): 持有人信息(中國結算登記信息)：	Holder code: 持有人編碼：	
		Class of holder: 持有人類別：	
		Identification number (unified social credit code for legal persons, identity card number of natural person or other identification document (if no identity card) number): 證件號碼(法人統一社會信用代碼，自然人身份證號或其他身份證件號碼(如無身份證))：	
		Name of account opening bank (please specify full name): 開戶銀行名稱(請填寫全稱)：	
		Address of account opening bank : 開戶銀行地址：	
	Bank account name: 銀行賬戶名稱：		
Bank account number (or, in the case of natural person shareholder, Bank card number): 銀行賬戶號碼(自然人股東提供銀行卡號)：			
12-digit number of account opening bank (for legal person shareholder only): 開戶行12位行號(僅法人股東適用)：			
Swift code (for international transfer (offshore account) only): Swift代碼(僅國際業務(境外收款賬戶)適用)：			
Consideration 對價	RMB9.85 per Domestic Share in cash 每股內資股現金人民幣9.85元		
Transferee 承讓人	Name: Hainan Airport Infrastructure Co., Ltd. 名稱：海南機場設施股份有限公司 Registered address: 19th Floor, Block C, Internet Finance Building, No. 3 Guoxing Avenue, Meilan District, Haikou City, Hainan Province, the PRC 註冊地址：中國海南省海口市美蘭區國興大道3號互聯網金融大廈C座19層 Holder code: Z002397828 持有人編碼：Z002397828 Class of holder: state-owned 持有人類別：國有 Document number: 91460000284079688H 證件號碼：91460000284079688H Class: company limited by shares (listed) 類型：股份有限公司(上市)		
THE TRANSFEROR(S) REPRESENTS: 轉讓人聲明： (1) The Transferor(s) warrant(s) that the aforesaid information and materials provided are true, accurate, complete and lawful, and that the act, contents and procedures of this acceptance of the Domestic Share Offer is in compliance with the relevant provisions of the laws, administrative regulations, departmental rules and rules for securities registration and settlement business. Disputes and legal liabilities arising from the above information and materials provided being illegal, irregular or otherwise shall be borne by the Transferor(s) on his/her/its/their own and have nothing to do with CSDCC. (1) 轉讓人保證上述信息及其所提供的材料真實、準確、完整、合法，本次接納內資股要約行為、內容、程序符合法律、行政法規、部門規章和證券登記結算業務規則等有關規定。因上述信息及其所提供的材料違法、違規及其他原因產生的糾紛和法律責任，由轉讓人自行承擔，與中國結算公司無關。 (2) The Transferor(s) acknowledge(s) and agree(s) that the share transfer shall be formally effective from the date of registration as recorded in the transfer registration confirmation issued by CSDCC. (2) 轉讓人知悉並同意本次股票過戶自中國結算公司出具的過戶登記確認書所記載的登記日起正式生效。			

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 (Note 2) 見證人簽署(附註2)

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
均須於本欄個別簽署

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/公司印章(如適用)

Date of submission of this GREEN Form of Acceptance
提交本綠色接納表格之日期

Do not complete 請勿填寫本欄

Signed by or for and 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

Date 日期

For and on behalf of 代表
Hainan Airport Infrastructure Co., Ltd.
海南機場設施股份有限公司

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理人簽署

Note 1: Insert the total number of relevant Domestic Shares for which the Domestic Share Offer is accepted. If no number is specified or the number of Domestic Shares specified in this GREEN Form of Acceptance is greater than the number of Domestic Shares held by you, this GREEN Form of Acceptance will be returned to you for correction. Any corrected and valid GREEN Form of Acceptance must be re-submitted and received by Hainan Meilan International Airport Company Limited on or before the latest time of acceptance of the Domestic Share Offer in order for it to be counted towards fulfilling the acceptance condition.
附註1: 請填上接納內資股要約之內資股總數。倘本綠色接納表格並無註明數目，或本綠色接納表格所註明的內資股數目多於閣下所持內資股之數目，則本綠色接納表格將會退回給閣下以作更正。任何經更正及有效的綠色接納表格必須於接納內資股要約的最後時間或之前重新提交且由海南美蘭國際空港股份有限公司收訖，方可被視為滿足接納條件。

Note 2: According to rules in Hong Kong, this GREEN Form of Acceptance will constitute a deed and must be witnessed by a witness. The witness can be any natural person who has full civil capacity other than the parties involved. You should fill in the witness information truthfully.
附註2: 按照香港規則，本綠色接納表格將構成一項契據，需由見證人進行見證，見證人可以為除當事人以外的任意一位具有完全民事行為能力的自然人，見證人信息如實填寫即可。

* For identification purpose only
* 僅供識別

THIS GREEN FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of the Domestic Share Offer, this GREEN Form of Acceptance or as to the action to be taken, you should consult a licensed securities dealer or other registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Domestic Shares in Hainan Meilan International Airport Company Limited*, you should at once hand this GREEN Form of Acceptance and the Composite Document to the purchaser(s) or the transferee(s) or to the bank, 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).

The making of the Domestic Share Offer to Domestic Shareholders who are citizens, residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant jurisdictions. Such Domestic Shareholders may be prohibited from accepting the Domestic Share Offer or affected by the laws of the relevant jurisdictions which may apply to the Domestic Share Offer and it is the responsibility of each such Domestic Shareholder who wishes to accept or take any other action in relation to the Domestic Share Offer to satisfy himself/herself/itself 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 issue, transfer or other taxes due from such Domestic Shareholder in such relevant jurisdictions. The Domestic Share Offeror, the Company, CICC, and parties acting in concert with any of them and their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Domestic Share Offer shall be entitled to be fully indemnified and held harmless by the overseas Domestic Shareholders for any taxes as such person may be required to pay. Any acceptance of the Domestic Share Offer by any Domestic Shareholder will be deemed to constitute a representation and warranty from such Domestic Shareholder to the Domestic Share Offeror, the Company and their respective advisers (including CICC) that all applicable laws and requirements have been complied with by such Domestic Shareholder and that the Domestic Share Offer can be accepted by such Domestic Shareholder lawfully under the laws of the relevant jurisdiction. Domestic Shareholders should consult their professional advisers if in doubt.

HOW TO COMPLETE THIS GREEN FORM OF ACCEPTANCE

This GREEN Form of Acceptance should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this GREEN Form of Acceptance.

You should read the Composite Document before completing this GREEN Form of Acceptance. The Domestic Share Offer is unconditional. To accept the Domestic Share Offer made by the Domestic Share Offeror, you should duly complete and sign this GREEN Form of Acceptance overleaf and forward this GREEN Form of Acceptance, together with the relevant Domestic 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) ("**Title Documents**") for not greater or less than the number of Domestic Shares in respect of which you intend to accept the Domestic Share Offer in an envelope marked "**Hainan Meilan International Airport Domestic Share Offer**" by post or deliver in person to the Company's registered office in the PRC at Office Building of Meilan Airport, Haikou City, Hainan Province, the PRC as soon as possible and in any event so as to reach the Company at the aforesaid address no later than 4:00 p.m. (Hong Kong time) on 30 January 2026 (Friday), being the Closing Date, or such later time and/or date as the Domestic Share Offeror may determine and announce in accordance with the Takeovers Code.

The completion of the transfer of Domestic Shares tendered by you under the Domestic Share Offer is subject to payment of your share of the Domestic Share Offer Transfer Fee by you to the CSDCC. By completing and signing this GREEN Form of Acceptance, you are deemed to have undertaken to provide your reasonable cooperation to the Domestic Share Offeror in procuring the payment of your share of the Domestic Share Offer Transfer Fee to the CSDCC in accordance with the written instruction of the Domestic Share Offeror, which payment shall take place no later than the expiry of seven Business Days after the date on which this GREEN Form of Acceptance and the required documents as set out in paragraph 1(b)(ii) in Appendix I to the Composite Document have been received by the Domestic Share Offeror.

GREEN FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE DOMESTIC SHARE OFFER

To: The Domestic Share Offeror, CICC and the Company

- My/Our execution of this GREEN Form of Acceptance (whether or not this GREEN Form of Acceptance is dated) and other required documentation as specified in the Composite Document shall be binding on my/our successors and assignees and shall constitute:
 - my/Our irrevocable acceptance of the Domestic Share Offer made by the Domestic Share 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 Domestic Shares specified in this GREEN Form of Acceptance;
 - my/our irrevocable instruction and authority to the Domestic Share Offeror to pay by wire transfer the cash consideration to which I/we shall have become entitled under the terms of the Domestic Share Offer at my/our risk to bank account stated in this GREEN Form of Acceptance above as soon as possible but in any event no later than seven Business Days after the date of receipt by the Domestic Share Offeror of a duly completed GREEN Form of Acceptance together with all valid requisite documents from the Offer Shareholders accepting the Domestic Share Offer in accordance with the Takeovers Code;
 - my/our irrevocable appointment of any director or officer of the Domestic Share Offeror, CICC, the Company, or such other person as any of them may direct, as my/our agent (the "**Agent**"), and an irrevocable authority and instruction to the Agent to complete and execute this GREEN Form of Acceptance and/or any other document at the Agent's discretion on my/our behalf in connection with my/our acceptance of the Domestic Share Offer and to do any other act that may be necessary, expedient or desirable for the purpose of vesting in the Domestic Share Offeror and/or such person or persons as it may direct my/our Domestic Share(s) tendered for acceptance under the Domestic Share Offer (including the registration and transfer of such Domestic Shares);
 - my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Domestic Share(s) tendered for acceptance under the Domestic Share Offer to the Domestic Share Offeror or such person or persons as it may direct free from all liens, charges, encumbrances, pre-emptive rights and any other third party rights of any nature and together with all rights and benefits attaching to them or subsequently becoming attached to them, including the right to receive all dividends, other distributions and return of capital, if any, announced, declared, made or paid after the date on which my/our Domestic Share(s) is/are transferred to the Domestic Share Offeror;
 - my/our agreement to ratify each and every act or thing which may be done or effected by the Domestic Share Offeror or the Company or its agents or such person or persons as it may direct on the exercise of any of the authorities contained herein; and
 - my/our irrevocable instruction and authority to the Domestic Share Offeror, the Company and/or any of its agent(s) to collect from the Company, on my/our behalf, the relevant Domestic Share certificate(s) in respect of the Domestic Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Company and to authorise and instruct the Company to hold such Domestic Share certificate(s) subject to the terms and conditions of the Domestic Share Offer, as if it/they was/were delivered to the Company together with this GREEN Form of Acceptance.
- I/We understand that acceptance of the Domestic Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Domestic Share Offeror and the Company that (i) I/we have full power and authority to tender, sell, assign and transfer all the Domestic Shares specified in this GREEN Form of Acceptance and (ii) the Domestic Share(s) specified in this GREEN Form of Acceptance acquired under the Domestic Share Offer is/are sold free from all liens, charges, options, claims, equities, adverse interests or encumbrances, pre-emptive rights and any other third party rights of any nature and together with all rights and benefits attaching to them or subsequently becoming attached to them, including the right to receive all dividends, other distributions and return of capital, if any, announced, declared, made or paid on or after the date on which the Domestic Share Offer is made, being the date of the Composite Document, unless the Domestic Share Offeror has reduced the Domestic Share Offer Price in respect of any dividend declared, paid/made or agreed to be paid/made by the Company up to the close of the Domestic Share Offer.
- In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Domestic Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our Title Documents, together with this GREEN Form of Acceptance duly cancelled, by ordinary post at my/our risk to me or the first-named of us (in the case of joint registered Domestic 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 Domestic Share certificate(s) has/have been collected by the Domestic Share Offeror, the Company or its agent(s) on your behalf, you will be sent such Domestic Share certificate(s) in lieu of the transfer receipt(s).
- I/We enclose the Title Documents for the whole or part of my/our holding of Domestic Share(s) which are to be held by you on the terms and conditions of the Domestic Share Offer. I/We understand that no acknowledgement of receipt of any GREEN 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 represent and warrant to each of the Domestic Share Offeror, the Company and CICC that I am/we are the registered Domestic Shareholder(s) of the number of Domestic Share(s) specified in this GREEN Form of Acceptance and I/we have the full right, power and authority to tender, sell, assign or transfer title and ownership of my/our Domestic Share(s) (together with all rights accruing or attaching thereto) to the Domestic Share Offeror by way of acceptance of the Domestic Share Offer.
- I/We represent and warrant to each of the Domestic Share Offeror, the Company, CICC and/or their respective advisers that I/we have observed all applicable laws and requirements in connection with my/our acceptance of the Domestic Share Offer and that the Domestic Share Offer can be accepted by me/us lawfully under the laws of the relevant jurisdiction, 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 that I/we have not taken or omitted to take any action which will or may result in any members in the Domestic Share Offeror, the Company, CICC or parties acting in concert with any of them or any of their respective ultimate beneficial owners, directors, officers, agents or associates or any other person involved in the Offers acting in breach of the legal or regulatory requirements of any territory in connection with the Domestic Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Domestic Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- I/We represent and warrant to each of the Domestic Share Offeror, the Company and/or such person or persons as any of them may direct that I/we shall be fully responsible for payment of any transfer or other taxes, duties and other required payments payable by me/us in each relevant jurisdiction, save for any transfer fee payable in excess already withheld.
- I/We acknowledge that, save as expressly provided in the Composite Document and this GREEN Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- I/We acknowledge that my/our Domestic Shares sold to the Domestic Share Offeror by way of acceptance of the Domestic Share Offer will be registered under the name of the Domestic Share Offeror or its nominee.
- I/We acknowledge that, pursuant to applicable rules of CSDCC, the Domestic Share Offer Transfer Fee is required to be paid by the Domestic Share Offeror and me/us under the Domestic Share Offer in equal shares. No invoice or other payment proof will be issued to me/us by the Domestic Share Offeror or the Company regarding the payment of any transfer fees in connection with my/our acceptance of the Domestic Share Offer. If I/we require such documentation, I/we shall liaise with CSDCC directly.
- I/We irrevocably undertake, represent, warrant and agree to and with the Domestic Share Offeror and the Company (so as to bind my/our successors and assignees) that in respect of the Domestic Share(s) which are accepted or deemed to have been accepted under the Domestic Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of Domestic Share Offeror or as it may direct, to give:
 - an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Domestic Share(s) into certificated form) to the attention of the Domestic Share Offeror;
 - an irrevocable authority to the Domestic Share Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Domestic Share(s) appointing any person nominated by the Domestic Share Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Domestic Share(s) on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Domestic Share Offeror; and
 - my/our agreement not to exercise any of such rights without the consents of the Domestic Share Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Domestic Share Offeror or its nominees or appointees, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

本綠色接納表格乃重要文件，請即處理。 閣下如對內資股要約或本綠色接納表格之任何方面或應採取之行動有任何疑問，應諮詢持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之海南美蘭國際空港股份有限公司內資股全部售出或轉讓，應立即將本綠色接納表格及綜合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。

向屬於香港以外司法管轄區的公民、居民或國民的內資股股東作出內資股要約，可能須遵守相關司法管轄區的法律。該等內資股股東可能被相關司法管轄區適用於內資股要約的法律禁止接納內資股要約或受影響，有意接納內資股要約或就內資股要約採取任何其他行動的各相關內資股股東有責任就此全面遵守相關司法管轄區的法律及法規，包括取得遵照所有必要手續或法律或法規要求可能所需的任何政府、外匯管制或其他同意或備案登記要求以及支付相關內資股股東於相關司法管轄區繳納的任何發行、轉移或其他稅項。內資股要約人、本公司、中金公司以及其中任何一方的一致行動人士及其各自的最終實益擁有人、董事、高級職員、代理人、顧問及聯繫人以及參與內資股要約的任何其他人士均有權就海外內資股股東可能須支付的任何稅項獲內資股海外股東全數彌償並使其免受損害。任何內資股股東的任何接納內資股要約將被視為構成該內資股股東對內資股要約人、本公司及其各自的顧問(包括中金公司)的聲明和保證，即該內資股股東已遵守所有適用的法律及要求，並且該內資股股東可在相關司法管轄區的法律下合法地接納內資股要約。內資股股東如有疑問應諮詢其專業顧問。

本綠色接納表格填寫方法

本綠色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綠色接納表格內，並構成其中一部份。

閣下務請細閱綜合文件後方填寫本綠色接納表格。內資股要約為無條件要約。 閣下如欲接納由內資股要約人提出之內資股要約，應填妥及簽署本綠色接納表格之背頁，連同不多或少於 閣下欲接納內資股要約之內資股股份數目之相關內資股股票及／或過戶收據及／或其他所有權文件(及／或就此所需並令人信納之任何彌償保證)(「**擁有權文件**」)(信封面須註明「**海南美蘭國際空港內資股要約**」)，以郵寄或以專人方式送交至本公司位於中國的註冊辦事處(地址為中國海南省海口市美蘭機場辦公樓)，方為有效，惟無論如何須於截止日期2026年1月30日(星期五)下午四時正(香港時間)(或內資股要約人根據收購守則規定可能決定及公告之有關較後日期及／或時間)前送達上述地址予本公司。

閣下根據內資股要約所提呈的內資股轉讓之完成，須以 閣下向中國結算支付其應承擔的內資股要約過戶費份額後方可作實。通過填妥及簽署本綠色接納表格， 閣下即被視為已承諾向內資股要約人提供合理合作，以促使根據內資股要約人的書面指示，向中國結算支付 閣下應承擔的內資股要約過戶費份額，該付款須於內資股要約人收到填妥的綠色接納表格及綜合文件附錄一第1(b)(ii)段所列所有有效所需文件之日起七個營業日內完成。

內資股要約之綠色接納及過戶表格

致：內資股要約人、中金公司及本公司

- 本人／吾等一經簽署本綠色接納表格(不論本綠色接納表格是否已註明日期)及其他綜合文件所註明之所需文件，即表示本人／吾等之承繼人及受讓人將受此約束，並表示：
 - 本人／吾等按綜合文件及本綠色接納表格所述對價，不可撤回地按照並遵守當中所述條款及條件，就本綠色接納表格所註明之內資股數目接納綜合文件所載由內資股要約人提出之內資股要約；
 - 本人／吾等不可撤回地指示及授權內資股要約人，就本人／吾等根據內資股要約之條款應得之現金對價，儘快且無論如何不遲於內資股要約人收到填妥的綠色接納表格及所有符合《收購守則》規定、由接納內資股要約之要約股東提交的有效所需文件之日起七個營業日內，以電匯方式向本綠色接納表格上述賬戶號碼支付，風險概由本人／吾等承擔；
 - 本人／吾等不可撤回地委任任何內資股要約人的董事或職員、中金公司、本公司或任何彼等可能指示的其他相關人士為本人／吾等之代理人(「**代理人**」)，並不可撤回指示及授權代理人，酌情代表本人／吾等填妥及簽立本綠色接納表格或任何其他有關本人／吾等接納內資股要約之文件，以及辦理任何其他必需、適宜或權宜之手續(包括該等內資股的登記及過戶)，以將本人／吾等根據內資股要約而提呈接納之內資股，歸屬於內資股要約人及／或其可能指定之一名或多名有關人士；
 - 本人／吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項，以將本人／吾等根據內資股要約提交接納之內資股轉讓予內資股要約人或其可能指定之有關人士，該等股份並不附帶任何留置權、押記、產權負擔、優先認購權或任何性質的第三方權利，而會連同該等股份已附帶或其後附帶之一切權利及利益，包括於該等股份轉讓給內資股要約人的日期之後就此公布、宣派、作出或派付之所有股息、其他分派及股本回報(如有)之權利；
 - 本人／吾等同意追認由內資股要約人、本公司或其代理人或其可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜；及
 - 本人／吾等不可撤回地指示及授權內資股要約人、本公司及／或其代理人任何一方，各自代表本人／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／或任何就此所需並令人信納之一項或多項彌償保證)，並憑此向本公司領取本人／吾等就內資股應獲發之股票，並將有關內資股送交本公司，且授權及指示本公司根據內資股要約之條款及條件持有有關內資股股票，猶如該等股票已連同本綠色接納表格一併送交本公司。
- 本人／吾等明白本人／吾等接納內資股要約，將被視為構成本人／吾等向內資股要約人及本公司聲明及保證，(i)本人／吾等有全部權力及授權提交、出售、出讓及轉讓本綠色接納表格中列明的所有內資股及(ii)根據內資股要約購入本綠色接納表格中所列明之內資股在出售時概不附帶任何留置權、押記、期權、索償權、權益、不利權益或產權負擔、優先認購權或任何性質的任何其他第三方權利，而會連同該等股份已附帶或其後附帶之一切權利及利益，包括自內資股要約提出之日(即綜合文件日期)當日或之後收取所宣佈、宣派、作出或派付之所有股息、其他分派及股本回報(如有)之權利，除非內資股要約人已就本公司於內資股要約截止前宣佈、支付／作出或同意支付／作出的任何股息，調低內資股要約價。
- 倘本人／吾等之接納根據內資股要約之條款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，且在此情況下，本人／吾等授權並懇請 閣下將本人／吾等之擁有權文件歸還本人／吾等，連同已正式註銷之本綠色接納表格按本公司股東名冊所登記地址以普通郵遞方式寄予本人或吾等當中名列首位者(如為聯名登記內資股股東)，郵誤風險概由本人／吾等自行承擔。

附註： 倘 閣下交出一份或以上過戶收據，而內資股要約人、公司或其代理人同時已代表 閣下領取有關內資股股票，則發還予 閣下者將為有關內資股股票而非過戶收據。

- 本人／吾等茲附上與本人／吾等所持全部或部分內資股相關的擁有權文件，由 閣下按內資股要約之條款及條件予以保存。本人／吾等明白接受任何綠色接納表格或擁有權文件概不獲發收據。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誤風險概由本人／吾等自行承擔。
- 本人／吾等向內資股要約人、本公司、中金公司各自作出聲明及保證，本人／吾等為本綠色接納表格所註明之內資股數目之註冊內資股股東，而本人／吾等具有全部權利、權力及授權，以接納內資股要約之方式向內資股要約人提交、出售、出讓或轉讓本人／吾等內資股之權屬及所有權(連同其所算累或附帶之一切權利)。
- 本人／吾等向內資股要約人、本公司、中金公司及／或其各自的顧問各自作出聲明及保證，本人／吾等已遵守關於本人／吾等接納內資股要約之所有適用法律及規定且內資股要約可由本人／吾等根據相關司法管轄區的法律依法接納，包括為遵守一切必要手續或法律或監管規定所需獲得任何政府、外匯管制或其他同意或申報及登記規定，而本人／吾等並無採取或遺漏採取任何行動將導致或可能導致內資股要約人的任何成員、本公司、中金公司或彼等任何一方的一致行動人士或彼等各自的最终實益擁有人、董事、高級人員、代理或聯繫人或參與要約的任何其他人士就內資股要約或本人／吾等的接納違反任何地區的法律或監管規定，且本人／吾等根據所有適用法律獲准接受及接納內資股要約及其任何修訂本，而根據所有適用法律，有關接納均為有效及具有約束力。
- 本人／吾等向內資股要約人、本公司及／或彼等任何一方可能指定之一名或多名人士各自作出聲明及保證，本人／吾等將會全權負責支付本人／吾等於各相關司法管轄區除已扣繳外的其他應付之任何轉移稅或其他稅項、關稅及其他規定付款。
- 本人／吾等知悉，除在綜合文件及本綠色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。
- 本人／吾等確認以接納內資股要約之方式售予內資股要約人之本人／吾等之內資股將以內資股要約人或其代名人名義登記。
- 本人／吾等確認，根據中國結算公司的適用規則，過戶費須由內資股要約人及本人／吾等根據內資股要約按等額方式支付。內資股要約人或本公司不會就本人／吾等接納內資股要約而向本人／吾等發出有關支付任何過戶費的發票或其他付款證明。如本人／吾等需要相關憑證，本人／吾等需直接與中國結算公司聯絡。
- 本人／吾等向內資股要約人及本公司(以約束本人／吾等的承繼人及受讓人)不可撤回地承諾、聲明、保證及同意，對於根據內資股要約已接納且其接納並未被有效撤回及並未以內資股要約人的名義或按其指示登記的股份：
 - 本人／吾等授權本公司及／或其代理將須向本人／吾等作為本公司的股東寄發的任何通告、通函、認股權證或其他須予寄發的文件或通訊(包括任何股票及／或因將該等內資股轉為證書形式而發出的其他所有權文件)，註明收件人為內資股要約人；
 - 不可撤回地授權內資股要約人或彼等之各自代理代表本人／吾等簽署任何同意書，同意縮短本公司的股東大會通知期及／或出席及／或簽立該等股份的代表委任表格，以委任內資股要約人提名的任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使該等內資股附帶的投票權，而該等投票權將以內資股要約人全權酌情釐定的方式作出投票；及
 - 本人／吾等同意，在末得內資股要約人同意的情況下不會行使任何相關權利，以及本人／吾等不可撤回地承諾不會就任何股東大會委任代表，或出席股東大會，及在上文所規限下，如本人／吾等以往已就股東大會委任代表(而該代表並非內資股要約人或彼等之各自代名人或獲委任人士)出席該等大會並於會上投票，則本人／吾等謹此撤回有關委任。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Domestic Share Offeror, CICC and the Company in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”).

1. Reasons for the collection of your personal data

To accept the Domestic Share Offer for your Domestic Shares, you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being invalidated, rejected or delayed. It may also prevent or delay the dispatch of the consideration to which you are entitled under the Offer. It is important that you should inform the Domestic Share Offeror, CICC and/or the Company immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this GREEN 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 GREEN Form of Acceptance and the Composite Document;
- registering transfers of the Domestic Share(s) out of your name(s);
- maintaining or updating the relevant register of Domestic Shareholders;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Domestic Share Offeror and/or its agents such as CICC and the Company and their respective advisers;
- compiling statistical information and Domestic Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Domestic Share Offer;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Domestic Share Offeror or the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Domestic Share Offeror, and/or the Company to discharge its obligations to the Domestic Shareholders and/or under applicable regulations and any other purposes to which the Domestic Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this GREEN Form of Acceptance will be kept confidential but the Domestic Share Offeror and CICC and/or the Company 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 Domestic Share Offeror, its subsidiaries or holding companies and/or their respective agent(s), such as CICC and the Company and overseas principal registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Domestic Share Offeror, CICC and/or the Company, in connection with the operation of their business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Domestic Share Offeror, CICC and/or the Company considers to be necessary or desirable in the circumstances.

4. Retention of Personal data

The Domestic Share Offeror, CICC and/or the Company 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 to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Domestic Share Offeror, CICC and/or the Company holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Domestic Share Offeror, CICC and/or the Company 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 Domestic Share Offeror, CICC and/or the Company (as the case may be).

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

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關內資股要約人、中金公司及本公司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

為就閣下之內資股接納內資股要約，閣下須提供所需之個人資料。未能提供所需資料可能導致所處理閣下之接納無效、被拒或受到延誤。其亦可能妨礙或延遲寄發閣下根據要約有權收取之對價。重要的是，如所提供的資料有任何不準確之處，閣下須即時知會內資股要約人及中金公司及／或本公司。

2. 用途

閣下於本綠色接納表格提供之個人資料可能會以任何方式用作、持有及／或保存作下列用途：

- 處理閣下之接納及核實閣下是否已遵循本綠色接納表格及綜合文件載列的條款及申請手續；
- 登記閣下名義作出之內資股轉讓；
- 保存或更新有關內資股股東名冊；
- 核實或協助核實簽名以及進行任何其他資料核實或交換；
- 由內資股要約人及／或其代理人(如中金公司)及本公司及其各自的顧問發佈通訊；
- 編製統計資料及內資股股東概況；
- 按法例、規則或規例(無論法定或其他規定)之要求作出披露；
- 確立閣下於內資股要約項下之權益；
- 披露有關資料以方便進行權益申索；
- 有關內資股要約人或本公司業務之任何其他用途；及
- 有關上文所述及／或使內資股要約人及／或本公司能夠履行其對內資股股東及／或在適用法規下的義務的任何其他附帶或關連用途及內資股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

於本綠色接納表格所提供之個人資料將作為機密資料保存，惟內資股要約人及中金公司及／或本公司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的地區)該等個人資料：

- 內資股要約人、其附屬公司或控股公司及／或其各自的代理人(如中金公司)及本公司及海外主要登記處；
- 為內資股要約人及中金公司及／或本公司之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理人、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的任何其他人士或機構，如閣下的銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 內資股要約人及中金公司及／或本公司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

內資股要約人及中金公司及／或本公司將按收集個人資料所需的用途保留本表格所提供的個人資料。無需保留的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

根據該條例規定，閣下有權確認內資股要約人及中金公司及／或本公司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。根據該條例，內資股要約人、中金公司及／或本公司有權就處理獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予內資股要約人及中金公司及／或本公司(視情況而定)。

閣下一經簽署本綠色接納表格即表示同意上述所有條款