

Unless the context otherwise requires, terms used in this Form of Acceptance and Transfer shall bear the same meanings as defined in the composite offer and response document dated 11 April 2018 (the "Composite Document") issued jointly by Shenzhen Investment International Capital Holdings Infrastructure Co., Ltd as the offeror and Hopewell Highway Infrastructure Limited as the offeree.  
 除文義另有所指外，本接納及過戶表格所用詞彙與深圳投控國際資本控股基建有限公司作為要約人及合和公路基建有限公司作為要約公司於二零一八年四月十一日聯合刊發的綜合要約及回應文件(綜合文件)所界定者具有相同涵義。  
 The 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 and Transfer, 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 and Transfer.  
 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及過戶表格的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本接納及過戶表格全部或任何部分內容而產生或因依賴該等內容而引致的任何損失承擔任何責任。  
**FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.**  
 本接納及過戶表格在閣下欲接納要約時適用。



## Hopewell Highway Infrastructure Limited

合和公路基建有限公司

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Codes: 737 (HKD counter) and 80737 (RMB counter))

(股份代號：737 (港幣櫃檯) 及 80737 (人民幣櫃檯))

### FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF

HOPEWELL HIGHWAY INFRASTRUCTURE LIMITED

合和公路基建有限公司已發行股本中  
 每股面值0.10港元的普通股的接納及過戶表格  
**All parts should be completed 每項均須填寫**

Hong Kong share registrar: Computershare Hong Kong Investor Services Limited  
 Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

香港股份過戶登記處：香港中央證券登記有限公司  
 香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

**Note:**  
 Insert the total number of Shares for which the Offer is accepted. If you are holding Shares traded in HKD (Stock Code: 737) and/or RMB (Stock Code: 80737), you should insert the correct number of Shares held by you on the respective counter(s) and to be transferred by you to the Offeror pursuant to the Offer in the corresponding boxes.

If no number is inserted or a number inserted is greater or smaller than those physical Share(s) tendered for acceptance of the Offer in respect of Share traded in HKD (Stock Code: 737) and/or RMB (Stock Code: 80737), this Form of Acceptance and Transfer will be returned to you for correction and resubmission. Any corrected Form of Acceptance and Transfer must be resubmitted and received by the Registrar on or before the latest time of acceptance of the Offer.

**附註：**  
 請填上接納要約的股份總數。如閣下持有以港幣(股份代號：737)及/或人民幣(股份代號：80737)買賣的股份，閣下應在相應的空格內填上閣下根據要約將轉讓予要約人之股份的正確數目。

倘並無填上數目或所填數目大於或少於閣下有關於港幣(股份代號：737)及/或人民幣(股份代號：80737)買賣股份的作接納要約之實物股份，則接納及過戶表格將退回予閣下進行修改及重新遞交。任何經更正的接納及過戶表格必須於接納要約的最後期限或之前再行提交並送達過戶登記處。

**FOR THE CONSIDERATION** stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the ordinary share(s) of HK\$0.10 each (the "Share(s)") held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.  
 下述「轉讓人」謹此按下列對價，根據本接納及過戶表格及綜合文件載列的條款及條件，向下述「承讓人」確認接納要約並轉讓以下註明其持有每股面值0.10港元普通股股份(「股份」)。

<b>Number of Share(s) to be transferred (Note)</b> 將予轉讓的股份數目(附註)	<b>For Share(s) traded in HKD (Stock Code: 737)</b> 以港幣買賣的股份(股份代號：737)	
	FIGURES 數目	WORDS 大寫
	<b>For Share(s) traded in RMB (Stock Code: 80737)</b> 以人民幣買賣的股份(股份代號：80737)	
	FIGURES 數目	WORDS 大寫
<b>TRANSFEROR(S) name(s) and address(es) in full</b> (EITHER TYPE-WRITTEN OR WRITTEN) <b>IN BLOCK LETTERS</b> (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱：	
	Registered Address(es): 登記地址：	
	Telephone number: 電話號碼：	
<b>CONSIDERATION</b> 對價	HK\$4.80 in cash for each Offer Share 每股要約股份為現金4.80港元	
<b>TRANSFEEE</b> 承讓人	Name: 名稱：	Shenzhen Investment International Capital Holdings Infrastructure Co., Ltd 深圳投控國際資本控股基建有限公司
	Correspondence address: 通訊地址：	1906, Investment Building, Shennan Avenue, Futian District, Shenzhen City 深圳市福田區深南路投資大廈1906
	Occupation: 職業：	Corporation 法團

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

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

Date of signature of this Form of Acceptance and Transfer  
 簽署本接納及過戶表格的日期

#### 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

Occupation of witness 見證人職業

Date of signing by Transferee 承讓人簽署日期

For and on behalf of

代表

Shenzhen Investment International Capital Holdings Infrastructure Co., Ltd  
 深圳投控國際資本控股基建有限公司

Signature of Transferee or signature(s) of its duly authorised agent(s)

承讓人或其正式授權代理人簽署

**THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in doubt as to any aspect of this Form of Acceptance and Transfer 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 transferred all your Share(s), you should at once hand this Form of Acceptance and Transfer and the Composite Document to the purchaser(s) or 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 onward transmission to the purchaser(s) or transferee(s).

The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws and regulations of the relevant jurisdictions in which they are resident. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions or keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdictions). The Offeror and parties acting in concert with it, the Company and their respective ultimate beneficial owners, SIHC, CLSA Limited, the Registrar or any of their respective directors, officers, advisers, associates, agents or any persons involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will be deemed to constitute a warranty by you to the Offeror and parties acting in concert with it, the Company and their respective ultimate beneficial owners, SIHC, CLSA Limited, the Registrar or any of their respective directors, officers, advisers, associates, agents or any persons involved in the Offer that you are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Offer.

#### HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

Shareholders are advised to read this Form of Acceptance and Transfer in conjunction with the Composite Document before completing this Form of Acceptance and Transfer. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance and Transfer.

To accept the Offer made by CLSA Limited on behalf of the Offeror to acquire your Shares at a cash price of HK\$4.80 per Share, you should complete and sign this Form of Acceptance and Transfer overleaf and forward this Form of Acceptance and Transfer, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to tender under the Offer, by post or by hand, marked "Hopewell Highway Infrastructure Limited Share Offer" on the envelope, 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 as soon as possible after the receipt of the Composite Document, but in any event to be received by the Registrar by no later than 4:00 p.m. on Wednesday, 2 May 2018 (Hong Kong time) or such later time and/or date as the Offeror may determine, and the Offeror and the Company may jointly announce with the consent of the Executive in accordance with the Takeovers Code.

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

##### To: The Offeror and CLSA Limited

1. My/Our execution of this Form of Acceptance and Transfer overleaf (which shall be duly completed pursuant to Appendix I to the Composite Document, and whether or not it is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Offer made by CLSA Limited on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance and Transfer;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and/or CLSA Limited and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share Certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any 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 Offer, as if it was/they were Share Certificate(s) delivered to the Registrar together with this Form of Acceptance and Transfer;
  - (c) my/our irrevocable instruction and authority to each of the Offeror and/or CLSA Limited and/or any of their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our own 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 as soon as possible but in any event within seven (7) Business Days after the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid; (*Note: insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.*)

Name: (in block letters) \_\_\_\_\_

Address: (in block letters) \_\_\_\_\_

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or CLSA Limited and/or the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance and Transfer in accordance with the provisions of that Ordinance;
  - (e) my/our irrevocable instruction and authority to each of the Offeror and/or CLSA Limited 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 Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Offer including, but not limited to the insertion of a date in this Form of Acceptance and Transfer where the form is undated;
  - (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 Share(s) (together with all rights accruing or attaching to them as at the date of the Composite Document or subsequently being attached to them, including, without limitation, the rights to receive all dividends and other distributions declared, made or paid, if any, by the Company on or after the date on which the Offer is made) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all Encumbrances;
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CLSA Limited and/or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein; and
  - (h) my/our agreement that the Offer is, and all acceptances of the Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Offer.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and CLSA Limited that (i) the Shares held by me/us to be acquired under the Offer (together with all rights accruing or attaching to them as at the date of the Composite Document or subsequently being attached to them, including, without limitation, the rights to receive all dividends and other distributions declared, made or paid, if any, by the Company on or after the date on which the Offer is made) are sold free from all Encumbrances; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, CLSA Limited, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, and I/we am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
  3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Share(s) specified in this Form of Acceptance and Transfer and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Offer.
  4. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you or any one of you to return to me/us my/our Share Certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance and Transfer 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: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by any of the Offeror and/or CLSA Limited and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).*
  5. I/We warrant to you and the Company that I/we have satisfied the laws of all relevant jurisdictions in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements.
  6. I/We warrant to you and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in any relevant jurisdiction in connection with my/our acceptance of the Offer.
  7. 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 Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of this Form of Acceptance and Transfer, 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.
  8. I/We acknowledge that my/our Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
  9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, CLSA Limited and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted under the Offer (see note to "Number of Share(s) to be transferred" in this Form of Acceptance and Transfer overleaf), which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
    - (a) 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 Shareholder (including any Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong;
    - (b) an irrevocable authority to the 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 Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
    - (c) my/our agreement not to exercise any of such rights without the consent of the 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 Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
  10. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance and Transfer, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

本接納及過戶表格乃重要文件，請即處理。如閣下對本接納及過戶表格任何方面或應採取的行動有任何疑問，應諮詢閣下的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。

閣下如已售出或轉讓名下所有股份，應立即將本接納及過戶表格連同綜合文件交予買主或承讓人，或經手買賣或轉讓的銀行、持牌證券交易商或註冊證券機構或其他代理商，以便轉交買主或承讓人。

向海外股東提出受約或會受彼等居駐的有關司法權區法律及規則禁止或影響。倘閣下為海外股東，閣下應自行就有關受約於相關司法權區的影響徵詢適當的法律意見，或瞭解及遵守任何適用法律或監管規定。倘閣下欲接納受約，則閣下本身有責任就接納受約全面遵守所有相關司法權區的法律及規例，包括取得任何可能必須的政府、外匯管制或其他同意及任何登記或存檔，並遵守其他必要手續、監管及／或法律規定，並須支付任何轉讓稅或其他稅金。要約人及一致行動人士、公司及彼等各自的最終實益擁有人、深投控、里昂證券、過戶登記處或彼等各自的任何董事、高級人員、顧問、聯繫人、代理或參與要約的任何人士均有權獲全面彌償保證及毋須就閣下可能須支付的任何稅項承擔任何責任。閣下接納受約，將被視作向要約人及一致行動人士、公司及彼等各自的最終實益擁有人、深投控、里昂證券、過戶登記處或彼等各自的任何董事、高級人員、顧問、聯繫人、代理或參與要約的任何人士表示。閣下保證，閣下根據所有適用法律及法規可收取及接納受約(包括任何有關修訂)，而該接納根據所有適用法律及法規為有效及具約束力。建議閣下就決定是否接納受約諮詢專業意見。

#### 本接納及過戶表格填寫方法

股東務請先閱讀本接納及過戶表格及綜合文件後始填寫本接納及過戶表格。綜合文件附錄一的條文已收錄在本接納及過戶表格內，並構成其中一部分。如欲接納里昂證券代表要約人以現金每股股份4.80港元的價格收購閣下所持股份提出的要約，閣下應填妥及簽署本接納及過戶表格的背頁，並將本接納及過戶表格連同就不可撤回地、閣下有意根據要約所交付股份數目的有關股票(「股票」)及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求的任何一項或多項彌償保證)(信封面須註明「合和基建有限公司股份要約」)，於收訖綜合文件後盡快郵寄或親身送交過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，惟無論如何不遲於香港時間二零一八年五月二日(星期三)下午四時正或要約人在執行人員同意下根據(收購守則)可能釐定及要約人與公司聯合公告的較後日期及／或時間送達過戶登記處。

#### 要約的接納及過戶表格

致： 要約人及里昂證券

- 本人／吾等一經簽署本接納及過戶表格的背頁(表格須根據綜合文件附錄一正式填妥，而不論有否註明日期)，本人／吾等的承繼人及受讓人將受此約束，並表示：
    - 本人／吾等就本接納及過戶表格上所註明數目的股份，按綜合文件所載對價及受限於綜合文件及本接納及過戶表格所述條款及條件，不可撤回地接納由代表要約人提出的綜合文件所述要約；
    - 本人／吾等不可撤回地分別指示及授權要約人及／或里昂證券及／或任何其他彼等各自的代理，代表本人／吾等交回隨附經本人／吾等正式簽署的過戶收據及／或其他所有權文件(如有)(及／或就此所需任何符合要求的任何一項或多項彌償保證)，憑此向公司或過戶登記處領取本人／吾等就股份應獲發的股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處根據要約的條款及條件持有該等股票，猶如該等股票已連同本接納及過戶表格一併交回過戶登記處；
    - 本人／吾等不可撤回地分別指示及授權要約人及／或里昂證券及／或任何其他彼等各自的代理，就本人／吾等根據要約的條款應得的現金對價(減本人／吾等就有關接納要約應付的賣方從價印花稅)，以「不得轉讓—只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，盡快及無論如何須於過戶登記處接獲所有相關文件日期起計七(7)個營業日內以平郵方式按以下地址寄予以下人士(或如無填上姓名及地址，則按股東名冊所示登記地址，寄予本人或吾等當當名名列首位者(如屬聯名登記股東)，郵誤風險概由本人／吾等自行承擔)，致使接納要約完成及有效；(附註：如收取支票的人士並非登記股東或名列首位的聯名登記股東，則請在本欄填上該名人士的姓名及地址。)

姓名：(請用正楷填寫) \_\_\_\_\_

地址：(請用正楷填寫) \_\_\_\_\_

    - 本人／吾等不可撤回地分別指示及授權要約人及／或里昂證券及／或過戶登記處及／或任何其他其可能就此指定的人士，代表本人／吾等以根據要約出售股份賣方的身分，訂立及簽立香港法例第117章《印花稅條例》第19(1)條所規定的成交單據，並按該條例的規定繳付印花稅及安排在本接納及過戶表格背書證明；
    - 本人／吾等不可撤回地分別指示及授權要約人及／或里昂證券及／或過戶登記處及／或任何其他其可能指定的人士，代表本人／吾等填妥及簽立與本人／吾等接納要約有關的任何文件，以及採取任何其他必須或適當的行動，以使本人／吾等就接納要約所涉及股份歸屬於要約人或其可能指示的人士所有，包括但不限於在並無註明日期的本接納及過戶表格加上日期；
    - 本人／吾等承諾於必需或適當時簽立相關其他文件及採取相關行動及事宜，以確保就接納要約所交付本人／吾等的股份(連同於綜合文件內應有或附帶或其後所附帶的一切權利，包括但不限於收取公司建於提出要約當日所宣派、支付或作出的股息及其他分派(如有)之權利)轉讓予要約人或其可能指定的人士，概不附帶任何產權負擔；
    - 本人／吾等同意追認要約人及／或里昂證券及／或任何其他彼等各自的代理或其可能指定的人士，行使本接納及過戶表格所載任何授權所作出或進行的任何行動或事宜；及
    - 本人／吾等同意要約人及所有要約接納將受香港法院監管，並按其詮釋，而香港法院對因要約產生的任何爭議具有獨家司法管轄權。
  - 本人／吾等明白本人／吾等接納要約，將被視為表示本人／吾等向要約人及里昂證券保證(i)出售根據要約收購的本人／吾等所持有股份(以及該等股份於綜合文件日期所應有或所附帶或其後所附帶的一切權利，包括但不限於收取公司於提出要約當日或之後所宣派、支付或作出的一切股息及其他分派(如有)之權利)，概不附有任何產權負擔；及(ii)本人／吾等並無採取或不採取任何行動而將引致或可能引致要約人、里昂證券、公司或任何其他人士違反任何地區與要約或本人／吾等接納要約有關的法律或監管規定，且本人／吾等根據所有適用法律及法規獲准收取及接納要約(及其任何修訂)，而根據所有適用法律及法規，該接納為有效及具約束力。
  - 本人／吾等謹此向閣下保證及聲明，本人／吾等為本接納及過戶表格所列明股份的登記持有人，而本人／吾等擁有全部權利、權力及權限，藉接納要約的方式向要約人出售及轉讓本人／吾等所持股份的所有權及擁有權。
  - 倘根據要約的條款，本人／吾等的接納被視作無效，且上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人／吾等授權並要求閣下或其中任何一方將本人／吾等的股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求的任何一項或多項彌償保證)，連同已正式註銷的本接納及過戶表格一併寄回上述第1(c)段所指人士及地址或，如並無填寫姓名及地址，則按股東名冊所示登記地址以平郵方式寄回本人或吾等當當名名列首位者(如屬聯名登記股東)，郵誤風險概由本人／吾等自行承擔。
- 附註：倘閣下寄發一份或以上過戶收據，及同時於閣下接納要約後，要約人及／或里昂證券及／或任何其他彼等各自的代理已代表閣下向公司或過戶登記處領取有關股票，閣下將獲發還該等股票而並非過戶收據。
- 本人／吾等向閣下及公司保證，本人／吾等符合所有相關司法權區內有關本人／吾等接納要約的法律規定，包括取得所有可能必須的一切政府、外匯管制或其他同意及任何註冊或存檔及遵守所有必要的正式手續、監管及／或法律規定。
  - 本人／吾等向閣下及公司保證，本人／吾等將全面負責支付任何相關司法權區就本人／吾等接納要約應付的轉讓稅或其他稅金及徵費。
  - 本人／吾等茲附上本人／吾等所持全部／部分股份的有關股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求的任何一項或多項彌償保證)，由閣下根據要約的條款及條件予以保存。本人／吾等明白將不會就本接納及過戶表格、股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要求的任何一項或多項彌償保證)獲發收據。本人／吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人／吾等自行承擔。
  - 本人／吾等承認透過接納要約而向要約人出售本人／吾等的股份，將以要約人或其代名人的名義登記。
  - 本人／吾等就接納要約所涉及股份(見本接納及過戶表格背頁「將予轉讓的股份數目」的附註)，而其接納並未被有效撤回及並無按要約人的名義或按其指示登記，向要約人、里昂證券及公司不可撤回地承諾、聲明、保證及同意(以約束本人／吾等的繼承人及受讓人)：
    - 本人／吾等授權公司及／或其代理將須向本人／吾等作為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／或因將該等股份轉為證書形式而發出的其他所有權文件)，註明收件人為要約人並寄送至過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖；
    - 不可撤回地授權要約人或其代理代表本人／吾等簽署任何同意書，同意縮短公司股東大會通知期及／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／吾等行使該等股份附帶的投票權，而該等投票權將以要約人全權酌情釐定的方式作出投票；及
    - 本人／吾等同意，在未得要約人同意的情况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，或委任代表出席股東大會，及在上文所規限下，如本人／吾等以往已就公司股東大會委任代表(而該代表並非要約人或其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。
  - 本人／吾等確認，除綜合文件及本接納及過戶表格明文規定者外，在此作出的所有接納、指示、授權及承諾均不得撤回及為無條件。

# PERSONAL DATA

## Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, CLSA Limited and the Registrar in relation to personal data and the Privacy Ordinance.

### 1. Reasons for the collection of your personal data

To accept the 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 under the Offer. It is important that you should inform the Offeror, CLSA Limited and/or the Registrar immediately of any inaccuracies in the data supplied.

### 2. Purposes

The personal data which you provide on this Form of Acceptance and Transfer may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this Form of Acceptance and Transfer and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror, CLSA Limited and/or agent(s) such as its financial adviser and the Registrar;
- compiling statistical information and the Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror, CLSA Limited or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CLSA Limited and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by time agree to or be informed of.

### 3. Transfer of personal data

The personal data provided in this Form of Acceptance and Transfer will be kept confidential but the Offeror, CLSA Limited and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, CLSA Limited and/or agent(s) such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, CLSA Limited and/or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, CLSA Limited and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

### 4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, CLSA Limited 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 Privacy Ordinance, the Offeror, CLSA Limited and the Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, CLSA Limited and/or the Registrar (as the case may be).

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

## 個人資料

### 收集個人資料聲明

香港法例第486章《個人資料(私隱)條例》(「私隱條例」)的主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關要約人、里昂證券及過戶登記處有關個人資料及私隱條例的政策及慣例。

### 1. 收集閣下個人資料的原因

如閣下就本身的股份接納要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納不獲受理或有所延誤，亦可能妨礙或延誤寄發閣下於要約項下有權收取的對價。如所提供的資料不準確，閣下須即時知會要約人、里昂證券及／或過戶登記處。

### 2. 用途

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

- 處理閣下的接納及核實或遵循本接納及過戶表格及綜合文件所載列條款及申請手續；
- 登記閣下名義轉讓股份；
- 保存或更新有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立閣下根據要約有權取得的配額；
- 分發自要約人、里昂證券及／或代理(例如其財務顧問)及過戶登記處的通訊；
- 編製統計資料及股東概覽；
- 按法律、規則或規例(無論法定或以其他方式)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人、里昂證券或過戶登記處業務的任何其他用途；及

- 有關上文所述任何其他臨時或關連用途及／或以便要約人、里昂證券及／或過戶登記處履行彼等對股東及／或監管機構的責任及股東不時同意或獲悉的其他用途。

### 3. 轉交個人資料

本接納及過戶表格提供的個人資料將作為機密資料妥當保存，惟要約人、里昂證券及／或過戶登記處為達致上述或其中任何用途，可能作出其認為必需的查詢，以確認個人資料的準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人、里昂證券及／或代理(例如其財務顧問)及過戶登記處；
- 向要約人、里昂證券及／或過戶登記處就其業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、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，例如往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、里昂證券及／或過戶登記處認為必需或適當情況下的任何其他人士或機構。

### 4. 存取及更正個人資料

根據私隱條例的規定，閣下有權確認要約人、里昂證券及／或過戶登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。依據私隱條例的規定，要約人、里昂證券及過戶登記處有權就獲取任何資料的要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別的所有要求，須提交要約人、里昂證券及／或過戶登記處(視情況而定)。

閣下一經簽署本接納及過戶表格，即表示同意上述所有條款。