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香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不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 in this Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 14 October 2019 (the "Composite Document") issued jointly by UNIC Capital Management Co., Ltd.* and Sino Xin Ding Limited and Unisplendour Technology (Holdings) Limited.

除文義另有所指外，本接納表格所用詞彙與中青芯鑫(蘇州工業園區)資產管理有限責任公司及芯鼎有限公司及紫光科技(控股)有限公司於二零一九年十月十四日聯合刊發之綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

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

閣下如欲接納要約，請使用本接納及轉讓表格。



紫光控股
UNIS HOLDINGS

UNISPLENDOUR TECHNOLOGY (HOLDINGS) LIMITED

(紫光科技(控股)有限公司)*

(Incorporated in Bermuda with limited liability)

(Stock Code: 00365)

(於百慕達註冊成立的有限公司)

(股份代號: 00365)

**FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.10 EACH
IN THE ISSUED SHARE CAPITAL OF UNISPLENDOUR TECHNOLOGY (HOLDINGS) LIMITED**

紫光科技(控股)有限公司已發行股本中每股面值0.10港元之

普通股之接納及轉讓表格

All parts should be completed in full 每項均須填寫

Branch share registrar and transfer office in Hong Kong of the Company: Tricor Tengis Limited

本公司之香港股份過戶登記分處: 卓佳登捷時有限公司

Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong

香港皇后大道東183號合和中心54樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the Share(s) of HK\$0.10 each held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 下述「轉讓人」謹此按下列代價接納要約，按照本表格及隨附之綜合文件內之條款及條件並在其所規限下，向下述「承讓人」轉讓以下註明轉讓人所持有之每股面值0.10港元之股份。		
Number of Share(s) to be transferred (Note) 將予轉讓之股份數目 (附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或用正楷填寫)	Family name(s)/Company name(s) 姓氏/公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$1.01 in cash for each Offer Share 每股要約股份現金1.01港元	
TRANSFEREE 承讓人	Company Name Sino Xin Ding Limited 公司名稱: 芯鼎有限公司 Registered Address 9/F., MW Tower, No. 111 Bonham Strand, Sheung Wan, Hong Kong 登記地址: 香港上環文咸東街111號MW Tower 9樓 Occupation Corporation 職業: 法人團體	

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)/Company chop, if applicable
轉讓人簽署/公司印章 (如適用)

Date of submission of this Form of Acceptance
提交本接納表格之日期

**ALL JOINT
SHAREHOLDERS
OF THE
COMPANY
MUST SIGN
HERE**

所有本公司
聯名股東均須
於本欄簽署

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:

For and on behalf of 代表
Sino Xin Ding Limited 芯鼎有限公司

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: _____

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簽署

* For identification purposes only 僅供識別

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of Share(s) or those physical Share(s) tendered for acceptance of the Offer and you have signed this form, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time for acceptance of the Offer.

附註: 請填上接納要約之股份總數。倘並無填上數目或所填數目大於閣下登記持有之股份或就接納要約所交回之實物股份, 而閣下已簽署本表格, 則本表格將退回予閣下進行修改及重新遞交。任何經更正之表格必須於接納要約之最後期限或之前重新提交並送達股份過戶登記處。

本接納表格乃重要文件，請即處理。

閣下對本接納表格之任何內容或應採取之行動如有任何疑問，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售出或轉讓，應立即將本接納表格及隨附之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。

向海外股東提出要約可能會受有關司法管轄區之法律禁止或影響。倘閣下為海外股東，應就要約於有關司法管轄區之限制自行尋求適當之法律意見，並遵守任何適用法律或監管規定。閣下如欲接納要約，須自行負責就此全面遵守有關司法管轄區之法律及規例(包括但不限於取得任何可能規定之政府、外匯管制或其他同意，以及遵守其他必要手續或監管或法律規定)。閣下亦須全面負責支付閣下於所有有關司法管轄區應付之任何轉讓或其他稅項及徵費。聯合要約人、聯合要約人之一致行動人士、本公司、中金公司及彼等各自之最終實益擁有人、董事、高級職員、顧問、代理或聯繫人或任何參與要約之人士均有權獲悉數彌償及毋須就閣下可能須支付之任何稅項承擔任何責任。閣下接納要約將構成閣下保證，閣下根據所有適用法例獲准收取及接納要約及其任何修訂，而根據所有適用法例，該接納為有效及具約束力。

本接納表格應與隨附之綜合文件一併閱讀。

本接納表格填寫方法

獨立股東決定是否接納要約前，務請細閱綜合文件。閣下如欲接納中金公司代表聯合要約人提出之要約，應填妥及簽署本接納表格，將本接納表格連同閣下欲接納要約之股份數目之相關股票及/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(信封面須註明**紫光科技(控股)有限公司一要約**)，盡快放入信封郵寄或專人送交股份過戶登記處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心54樓)，惟無論如何必須於二零一九年十一月四日(星期一)下午四時正(或聯合要約人徵得執行人員同意後根據收購守則可能釐定及公佈之有關較後時間及/或日期)前送達股份過戶登記處。綜合文件附錄一所載之條文納入本接納表格並構成其中部分。

要約之接納表格

致：聯合要約人及中金公司

- 本人/吾等一經簽立本接納表格(不論該表格是否已註明日期)，本人/吾等之承繼人及受讓人將受此約束，並表示：
 - 本人/吾等按綜合文件及本表格所載代價及條款與條件，就本接納表格所列明之股份數目，不可撤回地接納綜合文件所載由中金公司代表聯合要約人提出之要約；
 - 本人/吾等不可撤回地指示及授權聯合要約人、中金公司或彼等各自之代理，各自就本人/吾等根據要約之條款應得之現金代價(上調至小數點後兩個位)(扣除本人/吾等就本人/吾等接納要約應付之所有賣方從價印花稅)，以不得轉讓—只准入抬頭人賬戶]方式向本人/吾等開出劃線支票，然後盡快惟無論如何於股份過戶登記處接獲所有相關文件致使要約項下之接納為完整及有效之日起計7個營業日內，按以下地址以平郵寄予以下人士，或如無於下欄填上姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中所列首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔；
(倘收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。)
姓名：(請用正楷填寫) _____
地址：(請用正楷填寫) _____
 - 本人/吾等不可撤回地指示及授權聯合要約人及/或中金公司及/或彼等任何一方可能就此指定之一名或多名有關人士，各自代表本人/吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人/吾等作為根據要約出售股份之賣方須製備及簽立之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本接納表格背書證明；
 - 本人/吾等不可撤回地指示及授權聯合要約人、中金公司或彼等任何一方可能指定之一名或多名人士代表接納要約之一名或多名人士填妥、修改及簽立任何文件及採取任何其他必須或適當之行動，使已接納要約之一名或多名人士之股份歸聯合要約人或其可能指定之一名或多名人士所有；
 - 本人/吾等承諾於必需或合宜時簽立有關其他文件及辦理有關其他行動及事項，以將本人/吾等就接納要約提交之股份轉讓予聯合要約人或其可能指定之有關人士，該等股份不附帶一切產權負擔，並連同所附帶或應歸屬之一切權益及權利(包括但不限於收取記錄日期為作出要約之日(即寄發綜合文件之日)或之後之一切股息及其他分派(如有)之權利)；
 - 本人/吾等同意追認聯合要約人及/或中金公司及/或彼等各自之代理或彼等任何一方可能指定之一名或多名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；
 - 本人/吾等不可撤回地指示及授權聯合要約人及/或中金公司或彼等各自之代理，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/或就此所需並令人信納之彌償保證)，憑此向股份過戶登記處領取本人/吾等就股份應獲發之股票，並將有關股票送交股份過戶登記處，且授權及指示股份過戶登記處根據要約之條款及條件持有該等股票，猶如該(等)股票已連同本接納表格一併送交股份過戶登記處；及
 - 本人/吾等委任聯合要約人及/或中金公司為本人/吾等就本表格有關之全部股份之受權人，該授權於提出股份要約日期及時間起生效，且隨後不得撤回。
- 本人/吾等明白本人/吾等接納要約，將被視為構成本人/吾等向聯合要約人及中金公司保證(i)本接納表格所註明股份數目將在不附帶一切產權負擔，並連同所附帶或應歸屬之一切權益及權利(包括但不限於收取記錄日期為作出要約之日(即寄發綜合文件之日)或之後之一切股息及其他分派(如有)之權利)下出售；及(ii)本人/吾等並無採取或不採取任何行動而將或可能致使聯合要約人、中金公司或任何其他人士違反任何地區與要約或其接納有關之法律或監管規定，且彼根據所有適用法例獲准接獲及接納要約及其任何修訂，而根據所有適用法例，該接納為有效及具有約束力。
- 倘按要約之條款本人/吾等之接納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。在此情況下，本人/吾等授權並懇請閣下將本人/吾等之股票及/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彌償保證)連同已正式註銷之本接納表格以平郵一併寄予上文1(b)所列之人士及地址，或如無列明姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中所列首位者(如為聯名登記股東)，郵誤風險概由本人/吾等承擔。
附註：倘閣下交出一份或以上過戶收據，而聯合要約人及/或中金公司或彼等各自之代理已代表閣下從股份過戶登記處領取有關股票，則發還予閣下者將為該(等)股票而非過戶收據。
- 本人/吾等茲附上本人/吾等持有之全部或部分股份之相關股票及/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)，由閣下按要約之條款及條件予以保存。本人/吾等明白任何交回之接納表格、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彌償保證)概不獲發收據。本人/吾等亦了解所有文件將以平郵寄發且一切郵誤風險概由本人/吾等自行承擔。
- 本人/吾等向閣下保證及聲明，本人/吾等為本接納表格所註明股份數目之登記股東，而本人/吾等有十足權利、權力及授權以接納要約之方式，向聯合要約人出售及移交本人/吾等之股份之所有權及擁有權。
- 本人/吾等向聯合要約人及中金公司保證，本人/吾等已遵守在本公司股東名冊上列示本人/吾等地址所在司法管轄區關於本人/吾等接納要約方面之法律例，包括獲得任何所需之政府、外匯管制或其他同意及任何註冊或存檔，及辦理一切必須之手續或遵守法律規定。
- 本人/吾等向聯合要約人及本公司保證，本人/吾等須就支付在本公司股東名冊上載列本人/吾等地址所在司法管轄區關於本人/吾等接納要約方面應付之任何轉讓稅或其他稅項或徵稅承擔全部責任。
- 本人/吾等知悉，除綜合文件及本接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。
- 本人/吾等知悉，本人/吾等以要約之方式向聯合要約人出售之股份將以聯合要約人或其代名人義登記。
- 本人/吾等就要約所涉及已接納或被視為已接納股份(而其接納並未被有效撤回及並無以聯合要約人之名義或按其指示登記)，向聯合要約人、中金公司及本公司不可撤回地承諾、聲明、保證及同意(以約束本人/吾等之繼承人及受讓人)：
 - 本人/吾等授權本公司及/或其代理人將可能須向本人/吾等作為本公司股東寄發之任何通告、通函、保證或其他文件或通訊(包括任何股票及/或因將該等股份轉為證書形式而發出之其他所有權文件)送交股份過戶登記處(地址為香港皇后大道東183號合和中心54樓)；
 - 不可撤回地授權聯合要約人或其代理人代表本人/吾等簽署任何同意書，以縮短本公司任何股東大會之通知期，及/或出席及/或由聯合要約人簽立該等股份相關之委任表格以提名任何人士出席本公司之該等股東大會(或其任何續會)，以及代表本人/吾等行使該等股份所附帶之投票權，而該等投票權將以聯合要約人全權酌情釐定之方式作出投票；及
 - 本人/吾等協定，在未經聯合要約人之同意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，或親身出席股東大會，及在上文所規限下，如本人/吾等以往已就本公司股東大會委任代表(而該代表並非聯合要約人或其代名人或獲委任人士)出席該等大會或作出投票，則本人/吾等謹此明確撤回有關委任。

為免生疑，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受任何上述聲明及保證規限。

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

The making of the Offer to Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties payable by you in respect of all relevant jurisdictions. The Joint Offerors, parties acting in concert with the Joint Offerors, the Company, CICC and their respective ultimate beneficial owners, directors, officers, advisers, agents or associates or any person 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 constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

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

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Independent Shareholders are advised to read carefully the Composite Document before deciding whether or not to accept the Offer. To accept the Offer made by CICC on behalf of the Joint Offerors, you should complete and sign this Form of Acceptance and forward this Form of Acceptance, together with the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof for the number of Share(s) in respect of which you wish to accept the Offer, by post or by hand, in an envelope marked "Unisplendour Technology (Holdings) Limited – Offer", to the Registrar, Tricor Tengis Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible, but in any event so as to reach the Registrar no later than 4:00 p.m. on Monday, 4 November 2019 (or such later time and/or date as the Joint Offerors may determine and announce, with the consent of the Executive, in accordance with the Takeovers Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Joint Offerors and CICC

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) will be binding on my/our successor(s) and assignee(s), and will constitute:
 - (a) my/our irrevocable acceptance of the Offer made by CICC on behalf of the Joint Offerors, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to the Joint Offerors, CICC or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration (rounded up to 2 decimal points) to which I/we shall have become entitled under the terms of the Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer, by ordinary post at my/our risk to the person and 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 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:
(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) _____
 - (c) my/our irrevocable instruction and authority to each of the Joint Offerors and/or CICC 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 in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to the Joint Offerors, CICC or such person or persons as any of them may direct to complete, amend and execute any document on behalf of the person or persons accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Joint Offerors, or such person or persons as it may direct the Shares in respect of which such person or persons has/have accepted the Offer;
 - (e) 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) tendered for acceptance under the Offer to the Joint Offerors or such person or persons as it may direct free from any Encumbrance and together with all rights and entitlements attaching or accruing thereto including, without limitation, the right to receive all dividends and other distributions, if any, the record date of which is on or after the date on which the Offer is made (i.e. the date of the despatch of the Composite Document);
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Joint Offerors and/or CICC 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;
 - (g) my/our irrevocable instruction and authority to the Joint Offerors and/or CICC or their respective agent(s) to collect from 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 (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 Offer as if it/they were share certificate(s) delivered to the Registrar together with this Form of Acceptance; and
 - (h) my/our appointment of the Joint Offerors and/or CICC as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Offer is made and thereafter be irrevocable.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Joint Offerors and CICC that (i) the number of Share(s) specified in this Form of Acceptance will be sold free from any Encumbrance and together with all rights and entitlements attaching or accruing thereto including, without limitation, the right to receive all dividends and other distributions, if any, the record date of which is on or after the date on which the Offer is made (i.e. the date of the despatch of the Composite Document); and (ii) I/We have not taken or omitted to take any action which will or may result in the Joint Offerors, CICC 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 is permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or 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 to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or 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 risk to the person and address stated in 1(b) 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: Where you have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Joint Offerors and/or CICC and/or their respective agent(s) from the Registrar on your behalf, you will be sent 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 other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or 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 any Form(s) of Acceptance, share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We warrant and represent to you 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 Share(s) to the Joint Offerors by way of acceptance of the Offer.
6. I/We warrant to the Joint Offerors and CICC that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company 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 or legal requirements.
7. I/We warrant to the Joint Offerors and the Company that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Shares sold to the Joint Offerors by way of the Offer will be registered under the name of the Joint Offerors or its nominee.
10. I/We irrevocably undertake, represent, warrant and agree to and with the Joint Offerors, CICC and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Joint Offerors 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 member of the Company (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 Registrar at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong;
 - (b) an irrevocable authority to the Joint Offerors 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 an/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Joint Offerors 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 Joint Offerors; and
 - (c) my/our agreement not to exercise any such rights without the consent of the Joint Offerors 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 Joint Offerors 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.

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 representation and warranty.

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Joint Offerors, CICC and the Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

1. Reasons for the collection of your personal data

To accept the 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.

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance 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 verification or exchange of information;
- distributing communications from the Joint Offerors and/or their respective agents, officers and advisers and the Registrar;
- compiling statistical information and the Shareholders profile;
- establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Joint Offerors or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Joint Offerors, CICC and the Registrar to discharge its obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Joint Offerors, CICC and 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 Joint Offerors and/or any of their agents, officers and advisers, the Registrar and overseas principal registrar (if any);
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Joint Offerors, CICC and the Registrar 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 their bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Joint Offerors, CICC and the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Joint Offerors, CICC and the Registrar will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance and other applicable law.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Joint Offerors, CICC and the Registrar hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Joint Offerors, CICC and the Registrar (has)/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 Joint Offerors, CICC and the Registrar (as the case may be).

BY SIGNING THIS 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聯合要約人、中金公司及股份過戶登記處及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」)之政策及慣例。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份而接納要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據要約應得之代價。

2. 用途

閣下於本接納表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記閣下名下股份之轉讓；
- 保存或更新有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈聯合要約人及/或彼等各自之代理、高級職員、顧問及股份過戶登記處之通訊；
- 編製統計資料及股東之資料；
- 確立股東之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關聯合要約人或股份過戶登記處業務之任何其他用途；及
- 有關上述任何其他附帶或關連用途及/或令聯合要約人、中金公司及股份過戶登記處得以履行其對股東及/或適用法規項下之責任，以及股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟聯合要約人、中金公司及股份過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有人士及實體披露、獲取、轉交(無論在香港境內或香港境外地區)該等個人資料：

- 聯合要約人及/或其任何代理、高級職員及顧問及股份過戶登記處及海外總登記處(如有)；
- 為聯合要約人、中金公司及股份過戶登記處提供與其業務營運有關的行政、電訊、電腦、付款或其他服務之任何代理、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之任何其他人士或機構，例如彼等之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 聯合要約人、中金公司及股份過戶登記處及認為必需或適當情況下之任何其他人士或機構。

4. 個人資料的保留

聯合要約人、中金公司及股份過戶登記處將按收集個人資料所需用途保留本表格所收集個人資料。毋需保留之個人資料將會根據該條例及其他適用法律銷毀或處理。

5. 獲取及更正個人資料

根據該條例之規定，閣下可確認聯合要約人、中金公司及股份過戶登記處是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，聯合要約人、中金公司及股份過戶登記處可就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，須提交予聯合要約人、中金公司及股份過戶登記處(視乎情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。