Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite document dated 26 October 2018 (the "Composite Document") issued jointly by Insbro Holdings Limited and Natural Beauty Bio-Technology Limited. Repeated by Repair Repair

音の可数をに同頭人を通じ同頭に FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER. 閣下如欲接納要約・請使用本接納及過戶表格。

Date 日期



自然美 natural beauty

Natural Beauty Bio-Technology Limited 自然美生物科技有限公司

(Incorporated in the Cayman Islands with limited liability) (Stock Code: 00157) (於開曼群島註冊成立之有限公司)

(股份代號:00157) FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF NATURAL BEAUTY BIO-TECHNOLOGY LIMITED 自然美生物科技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過戶表格

To be completed in full except the sections marked as "Do not complete" 除註有「請勿填寫本欄」部份外,每項均須填寫

Hong Kong Registrar: Hong Kong Registrars Limited Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong 香港股份過戶登記處: 香港證券等配有限公司 香港灣任皇后大道東183號合和中心17樓1712-1716號舖

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee" named below the ordinary shares of HK\$0.10 each in the issued share capital of the Company (the "Share(s)") held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite

其隨附之綜合文件內之條款及條件。					
Number of Shares 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)	Family name(s)/Company name(s) 姓氏/公司名稱			Forename(s) 名字	
name(s) and address in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (莆用打字機或正楷填寫)	Registered address 登記地址			Telephone number	
				電話號碼	
CONSIDERATION 代價	HK\$0.9 in cash for each Share 每股現金0.9港元				
	Name: 名稱:	Insbro Holdings I 保經控股有限公			
TRANSFEREE 承讓人	Registered Address: 登記地址:	19/F, Seaview Commercial Building, 21-24 Connaught Road West, Hong Kong 香港干諾道西21-24號海景商業大廈19字樓			
	Occupation 職業:	Corporation 法人團體			
Signed by or on behalf of the Transferor(s) 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					ALL JOINT SHAREHOLDERS MUST SIGN HERE 所有聯名 股東均須 於本欄簽署
Address of Witness 見證人地址		Signature(s) of Transferor(s)/ Company chop (if applicable) 轉讓人簽署/公司印鑑(倘適用)			
Occupation of Witness 見證人職業		Date of submission of this Form of Acceptance and Transfer 提交本接納及過戶表格之日期			
Signed by or on behalf of the Transferee	in the presence of:	Do not complete	語勿填寫本欄 For and on beha	olf of	
承讓人或其代表在下列見證人見證下簽			代表 Insbro Holdings		
Signature of Witness 見證人簽署 Name of Witness 見證人姓名		保經控股有限公司 — Authorised Signatory(ies)			
Address of Witness 見證人地址			授權簽署人		
Occupation of Witness 見證人職業					

Insert the total number of Shares for which the Offer is accepted. If no number is inserted in the box titled "Number of Shares to be transferred" or a number inserted on this Form of Acceptance and Transfer is greater than your registered holding of Shares), or is greater or smaller than that represented by the certificates for Shares tendered for acceptance of the Offer and you have signed this Form of Acceptance and Transfer, your Form of Acceptance and Transfer in respect of the Offer will be considered to be incomplete and accordingly, your acceptance of the Offer will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Hong Kong Registrar on or before the latest time for acceptance of the Offer.

Insert the total number of Shares for which the Universal Properties of the Offer is greater than your registered holding of Shares to shares the Offer is number of Shares to shares the Offer in a number inserted on this Form of Acceptance and Transfer is greater than your registered holding of Shares to shares the Offer is number of Shares to shares the Offer in a number is inserted in the box titled "Number of Shares to shares the Offer and you have signed this Form of Acceptance and Transfer is greater than your registered holding of Shares to shares the Offer in a number is inserted on this Form of Acceptance and Transfer is greater than your registered holding of Shares to shares the Offer in a number is inserted in the box titled "Number of Shares to shares the Offer and you have signed this Form of Acceptance and Transfer, your Form of Acceptance and Transfer is greater than your registered holding of Shares to shares the Offer will be returned to you for correction and resubmission. Any corrected form must be resubmitted and resulted for the Offer will be returned to you for correction and resubmission. Any corrected form must be resubmitted and resulted in the Insertion of Acceptance and Transfer, your Form of Acceptance and Transfer in resp

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

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 transferred all your Share(s), you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(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

transteree(s).

The making of the Offer to the Shareholders having registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes payable by you in respect of the acceptance of the Offer. The Offeror, FESS, EMIC and parties acting in concert with each of them, the Company, CCBI, Independent Financial Adviser, the Hong Kong 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 that you are permitted under all applicable laws and regulations to receive and accept the Offer, 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.

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

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the Offer made by CCBI on behalf of the Offeror to acquire your Shares at a cash price of HKS0.9 per Share, 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 rany other document(s) of title (and/or any satisfactory indemnity or indemnites required in respect thereof), by post or by hand, to the Hong Kong Registrar Hong Kong Registrars Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong in an envelope marked "Natural Beauty Bio-Technology Limited General Offer" to be received by the Hong Kong Registrar no later than 4:00 p.m. on Friday, 16 November 2018 or such later time(s) and/or date(s) 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. The provisions of Appendix I to the Composite 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 "Nominee Registration" in Appendix I to the Composite Document in particular as to the matters which you should consider.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror, CCBI and the Hong Kong Registrar

- My/Our execution of this Form of Acceptance shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by CCBI on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms

 - my/our irrevocable acceptance of the Offer made by CCBI on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein mentioned, in respect of the number of Shares specified in this Form of Acceptance; my/our irrevocable instruction and authority to each of the Offeror and/or CCBI and/or any of their respective agent(s) to collect from the Company or the Hong Kong Registrar on my/our behalf the share certificate(s) in respect thereof, which has/have been duly signed by me/us and to deliver the same to the Hong Kong Registrar and to authorise and instruct the Hong Kong 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 Hong Kong 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 Hong Kong 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 Hong Kong 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 Hong Kong 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 Hong Kong 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), subject to the terms and conditions of the Offer, as if it was/they were share certificate(s), subject to the terms and conditions of the Offer, as if it was/they were share certificate(s), subject to the terms and conditions of the Offer, as if it was/they were share certificate(s), subject to the terms and conditions of the Offer conditions of the Offer of the Offer conditions of the Offer of the Offer of the Offer

(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) ..

- my/our irrevocable instruction and authority to each of the Offeror and/or CCBI and/or the Hong Kong 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 in accordance with the provisions of that Ordinance;
- my/our irrevocable instruction and authority to each of the Offeror and/or CCBI and/or the Hong Kong 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 where the form is undated;
- 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 future dividends and other distributions, declared, made or paid, if any, by the Company on or after the date on which the Offer is made, i.e., the date of the Composite Document) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all encumbrances;
 my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CCBI 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;
- (g)
- my/our appointment of the Offeror and/or CCBI 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 becomes unconditional in all respects and thereafter be irrevocable; and
- 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.
- If we understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and CCBI 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 future dividends and other distributions, declared, made or paid, if any, by the Company on or after the date on which the Offer is made, i.e., the date of the Composite Document) are sold free from all encumbrances; and (ii) Ifwe have not taken or omitted to take any action which will or may result in the Offeror, CCBI, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer 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.
- In the event that my/our acceptance is not valid in accordance with the terms of the 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 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 Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or CCBI and/or any of their respective agent(s) from the Company or the Hong Kong Registrar on your behalf, you will be returned such share certificate(s) in lieu of the transfer receipt(s).
- 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 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.
- 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 Shares to the Offeror by way of acceptance of the Offer.
- I/We warrant to you and the Company 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 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 and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes 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 and that I/we have not taken or omitted to take any action which will or may result in you and the Company or any other person involved in the Offer in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer.
- 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 by me/us 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.
- I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
- I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, CCBI 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 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 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 the Offeror at the Hong Kong Registrar at Hong Kong Registrars Limited, Shops 1712-1716, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong;
 - 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
 - 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.

本接納表格乃重要文件, 閣下須即時處理。

關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 關下之持牌證券交易商或計冊證券繼權、銀行經理、律師、真業會計師或其他真業顧問。

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連同隨附之綜合文件一併送交買主或承讓人,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,以便轉交買主或承讓人。

向註冊地址位於香港境外的股東提出要約或會受到有關司法權區之法例影響。倘 閣下為海外股東, 閣下應自行了解及遵守所有適用法律或監管規定。 閣下如欲接納要約,須自行信納全面遵守有關司法權區之相關法律及法規,包括獲得一切可能所需之政府、外匯管制或其他方面之同意,並遵守一切所需手續及監管或法律規定。 閣下將須就接納要約應付之任何有關發行費、轉讓費或其他稅項全權負責。要約人及其一致行動人士、本公司,建銀國際、獨立財務顧問、香港股份過戶登記處或彼等各自之董事、高級職員、顧問、聯繫人、代理或任何其他參與要約之人士將有權就 閣下可能須支付的任何稅項獲 閣下提供全面獨償保證及免受損害。 閣下接納要約將被視為構成 閣下之保證,即 閣下根據所有適用法律及法規獲准收取及接納要数分及其任何修訂,而該接納將根據所有適用法律及法規屬作效取及接納要数分及其任何修訂,而該接納將根據所有適用法律及法規屬作效取及接納要数分及其任何修訂,而該接納將根據所有適用法律及法規屬有效及具約束力。建議 閣下就決定是否接納要釣尋求專業意見。

本接納表格應連同隨附之綜合文件一併閱覽。

本接納表格之埴寫方法

股東於填寫本接納表格前,務請先閱讀綜合文件。為接納建銀國際代表要約人以現金價格每股0.9港元收購 閣下之股份所提出的要約,請填妥及簽署本接納表格背頁,並將整份表格,連同有關股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需之一份或多份令人信納的彌僧保證書),一併以郵寄或專人送交方式將以香港股份過戶登記處為收件人並註明「自然美生物科技有限公司 - 全面要約」的信封送達香港股份過戶登記處香港證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖,惟無論如何不得遲於二零一八年十一月十六日(星期五)下午四時正,或要約人根據收購守則可能釐定並經執行人員同意後由要約人及本公司共同公佈之較後時間及/或日期。綜合文件附錄一之條文已載入並構成本接納表格之一部份。

注意事項:如 閣下以代名人或其他身份代表另一位人士持有股份,敬請閱覽綜合文件附錄一「代名人登記」一節,尤其關於 閣下應加以考慮的該等事項。

要约之接纳表格

致:要約人、建銀國際及香港股份過戶登記處

- 1. 本人/吾等一經簽立本接納表格,本人/吾等之承繼人及受讓人將受此約束,並表示:
 - (a) 本人/吾等不可撤回地就本接納表格上所註明數目之股份,按照及根據綜合文件及本接納表格所述之代價、條款及條件接納綜合文件所載由建銀國際代表要約人提出之要約;
 - (b) 本人/吾等不可撤回地指示及授權要約人及/或建銀國際及/或彼等各自之任何代理,代表本人/吾等交付隨附經本人/吾等正式簽署之過戶收據及/或其他所有權文件(如有)(及/或就此所需任何令人信納之一份或多份彌償保證書),憑此向本公司或香港股份過戶登記處領取本人/吾等就股份應獲發之股票,並將有關股票送交香港股份過戶登記處,以及授權及指示香港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表格一併交回香港股份過戶登記處;
 - (c) 本人/吾等不可撤回地指示並授權各要約人及/或建銀國際及/或彼等各自之任何代理,盡快但無論如何於香港股份過戶登記處收到所有相關文件致使根據要約交回 之接納完成及有效之日後7個營業日內,以平郵將本人/吾等按要約之條款應得之現金代價(扣除本人/吾等就本人/吾等接納要約應付之賣方從價印花稅)以「不得轉 讓一只准入抬頭人賬戶」方式對本人/吾等劃線開出之支票寄往下文所指人士及所列地址(如未有於下欄列明姓名及地址,則按本公司股東名冊所示之登記地址寄予本 人或吾等當中排名首位者(倘為聯名登記股東),郵談風險由本人/吾等承擔;

(附註:如收取支票之人士並非使用登記股東或名列首位之聯名登記股東之登記姓名/名稱及地址,則請在本欄填上該名人士之姓名/名稱及地址。)

姓名:(請用正楷填寫).

地址:(請用正楷填寫)..

- (d) 本人不可撤回地指示並授權各要約人及/或建銀國際及/或香港股份過戶登記處及/或彼等任何一方就此可能指定的人士,代表本人/吾等以根據要約出售股份之賣方身份,作出及簽署香港法例第117章印花稅條例第19(1)條所規定須作出及簽署之買賣單據,並根據該條例規定在本表格加蓋印花及背書證明;
- (e) 本人/吾等不可撤回地指示並授權各要約人及/或建銀國際及/或香港股份過戶登記處及/或彼等任何一方可能指定的人士,就本人/吾等接納要約代表本人/吾等 填妥及簽署接納表格或任何文件並採取可能屬必要或合宜之任何其他行動以將本人/吾等根據要約交回供接納之股份歸屬予要約人或其可能指定的人士,包括但不限於 在本表格未註明日期時註明日期;
- f) 本人/吾等承諾於必要或適當時簽署其他文件並採取行動及事宜,向要約人或其可能指定的人士轉讓本人/吾等的股份,連同於綜合文件日期該等股份產生或隨附或其後隨附的所有權利,包括但不限於收取本公司於作出要約之日(即根據要約提呈供接納之綜合文件之日期)或之後宣派、作出或派付的所有未來股息及其他分派(如有)的權利,而不附帶所有產權負擔;
- (g) 本人/吾等同意追認要約人及/或建銀國際及/或彼等各自之任何代理或彼等任何一方可能指定之人士於行使本表格所載任何授權時可能作出或進行之各項行動或事宜;
- (h) 本人/吾等就本表格所涉及的所有股份委任要約人及/或建銀國際為本人/吾等之受委託人,而該授權書自要約在所有方面成為無條件之日期及時間起生效,且其後不可撤回;及
- (i) 本人/吾等同意要約及對要約的所有接納受且將受香港法例規管及據此詮釋,且香港法院將擁有專屬司法管轄權解決就要約可能產生的任何爭議。
- 2. 本人/吾等明白本人/吾等接納要約,將被視為表示本人/吾等向要約人及建銀國際保證(i)根據要約將予收購而由本人/吾等所持有的股份(建同於綜合文件日期該等股份產生或隨附或其後隨附的所有權利,包括但不限於收取本公司於作出要約之日(即綜合文件日期)或之後宣派、作出或派付的所有未來股息及其他分派(如有)的權利)於出售時不附帶所有產權負擔;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、建銀國際、本公司或任何其他人士違反任何地區與要約或本人接納要約有關之法律或監管規定,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,而該接納根據所有適用法律及法規屬有效及具有約束力。
- 3. 倘若根據要約之條款,本人/吾等之接納屬無效,則上文第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/或就此所需之令人信納之一份或多份彌償保證書),連同已正式註銷之本表格一併寄回上文1(c)段列明之人士及地址;如無填上姓名及地址,則按本公司股東名冊所示登記地址,以平郵方式寄回本人或吾等當中名列首位者(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 閣下於接納要約時提交過戶收據,而與此同時要約人及/或建銀國際任何一方及/或彼等各自之任何代理已代表 閣下向本公司或香港股份過戶登記處領取有關股票,則 閣下將獲發還有關股票,而並非上述過戶收據。
- 4. 本人/吾等茲附上本人/吾等所持全部/部分股份之有關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需任何令人信納之一份或多份彌償保證書),由 閣下按照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/或就此所需之任何令人信納之一份或多份彌償保證書)獲發收訖通知書。本人/吾等亦明白所有文件將以平郵方式寄出,郵談風險概由本人/吾等自行承擔。
- 5. 本人/吾等向 閣下保證及表明,本人/吾等為本接納表格指定股份數目之登記股東,而本人/吾等擁有全部權利、權力及權限,透過接納要約之方式向要約人出售及轉讓本人/吾等所持股份之所有權及擁有權。
- 6. 本人/吾等向 閣下及本公司保證,本人/吾等已遵守本人/吾等於本公司股東名冊所列地址所有適用法律及法規以及根據所有適用法律及法規獲允許接納要約及其任何修訂;而本人/吾等已取得任何所需政府、外匯管制或其他方面之同意,及遵守所有必要手續及監管或法律規定所需作出之一切登記或存檔;且本人/吾等已支付本人/吾等就該接納應付之所有發行費、轉讓費或其他稅項或其他所需款項;而有關接納將根據所有適用法律及法規屬有效及具約束力;且本人/吾等概無採取或遺漏任何行動而將會或可能致使 閣下及本公司或參與要約之任何其他人士就要約違反任何司法權區之法律或監管規定。
- 7. 本人/吾等向 閣下及本公司保證,本人/吾等須就支付本人/吾等於本公司股東名冊所示地址所在司法權區關於本人/吾等接納要約應付之任何轉讓費或其他稅項及徵費 承擔全部責任。
- 8. 本人/吾等確認,除非綜合文件及本接納表格有明文規定,藉本表格所給予的一切接納、指示、權力及承擔均屬不可撤回及無條件。
- 9. 本人/吾等確認以接納要約之方式售予要約人之本人/吾等之股份將以要約人或其代理人名義登記。
- 10. 本人/吾等向要約人、建銀國際及本公司(以約東本人/吾等的繼承人及受讓人)不可撤回地承諾、聲明、保證及同意,對於根據要約已接納或被視為已接納且其接納並未被 有效撤回及並無按要約人的名義或按其指示登記的股份:
 - (a) 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予香港股份過戶登記處香港證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖;
 - (b) 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,同意縮短本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
 - (c) 本人/吾等同意,在未得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/吾等以往已就本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。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, CCBI and the Hong Kong 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 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 Offeror, CCBI and/or their respective agents, officers and advisers, and the Hong Kong Registrar
- · compiling statistical information and Shareholders profile;
- establishing benefit entitlements of the Shareholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- · disclosing relevant information to facilitate claims and entitlements;
- any other purpose in connection with the business of the Offeror, CCBI or the Hong Kong Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CCBI and/or the Hong Kong 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 Offeror, CCBI and/or the Hong Kong 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, CCBI and/or any of their agents, officers and advisers, the Hong Kong 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 Offeror, CCBI and/or the Hong Kong 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 Offeror, CCBI and/or the Hong Kong Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, CCBI and/or the Hong Kong Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror, CCBI and/or the Hong Kong Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, CCBI or the Hong Kong 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要約人、建銀國際及香港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。

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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;
- 發佈要約人、建銀國際及/或彼等各自之代理、高級職員、顧問及香港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;
- 披露有關資料以方便進行權益申索;
- 有關要約人、建銀國際或香港股份過戶登記處業務之任何其他用 途: B
- 有關上述任何其他附帶或關連用途及/或令要約人、建銀國際及/或香港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任何其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密,惟要約人、建銀國際及/或香港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:

- 要約人、建銀國際及/或其任何代理、高級職員、顧問、香港股份過戶登記處及海外股份過戶登記總處(如有);
- 為要約人、建銀國際及/或香港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;
- 與閣下進行交易或擬進行交易之任何其他人士或機構,例如彼等 之銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 要約人、建銀國際及/或香港股份過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 獲取及更正個人資料

根據該條例之規定, 閣下有權確認要約人、建銀國際及/或香港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,要約人、建銀國際及/或香港股份過戶登記處有權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,須提交子要約人、建銀國際或香港股份過戶登記處(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。