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DALIAN WANDA COMMERCIAL PROPERTIES CO., LTD.
大連萬達商業地產股份有限公司

(A joint stock limited liability company incorporated in the People's Republic of China)
(於中華人民共和國註冊成立的股份有限公司)
(Stock Code: 3699)
(股份代號: 3699)

FORM OF ACCEPTANCE AND TRANSFER
OF H SHARES OF RMB1.00 EACH IN THE ISSUED SHARE CAPITAL OF
DALIAN WANDA COMMERCIAL PROPERTIES CO., LTD.

大連萬達商業地產股份有限公司已發行股本中每股面值
人民幣1.00元之H股股份接納及轉讓表格

All parts should be completed except the sections marked "Do not complete"
除註明「毋須填寫」的部分外，每項均須填寫

H Share registrar and transfer office: Computershare Hong Kong Investor Services Limited (the "Registrar")
H股股份過戶登記處: 香港中央證券登記有限公司 (「過戶處」)
Shops 1712-1716, 17 Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee(s)" named below the H Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document, and the Transferee(s) hereby agrees to accept and hold the H Share(s) subject to such terms and conditions.

Table with 3 columns: Field Name, FIGURES 數目, WORDS 大寫. Rows include Share certificate number(s), TRANSFEROR(S) name and address, CONSIDERATION, and TRANSFEREE(S) details.

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

ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
所有聯名登記持有人均須於本欄簽署
Signature(s) of Transferor(s) or its duly authorised agent(s)/company chop, if applicable
轉讓人簽署或其正式授權代理人/公司印鑑 (如適用)

Date of submission of this Form of Acceptance and Transfer
提交本接納及轉讓表格之日期

Do not complete 請勿填寫本欄
Signed by or for and on behalf of the Transferee(s) 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

Note: Insert the total number of H Shares for which the H Share Offer is accepted. If no number is inserted or a number inserted is greater than your registered holding of H Share(s) or those physical H Share(s) tendered for acceptance of the H Share Offer and you have signed this form, this form will be returned to you for correction and resubmission.

**THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

**If you are in any 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 otherwise transferred all your H Share(s), you should at once hand this Form of Acceptance and Transfer 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).**

CICC is making the H Share Offer on behalf of the Joint Offerors. The making of the H Share Offer to the shareholders whose registered addresses are outside Hong Kong ("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 observe all applicable legal and regulatory requirements and, where necessary, seek independent legal advice. If you wish to accept the H Share Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the H Share Offer, including but not limited to the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes. The Joint Offerors, the Company, their respective ultimate beneficial owners and parties acting in concert, CICC, Halcyon, Computershare Hong Kong Investor Services Limited or any of their respective directors, officers, advisers, associates, agents or any other person involved in the H Share Offer shall be entitled to be fully indemnified and held harmless by an Overseas Shareholder for any taxes they may be required to pay. Acceptance of the H Share Offer by you will constitute a representation and warranty by you to the Joint Offerors, the Company, their respective ultimate beneficial owners and parties acting in concert, CICC, Halcyon, Computershare Hong Kong Investor Services Limited, any of their respective directors, officers, advisers, associates, agents or any persons involved in the H Share Offer that you have observed and are permitted under all applicable laws and regulations to receive and accept the H Share Offer (and any revision thereof), and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any territory (except otherwise stated in the Composite Document), and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. This Form of Acceptance and Transfer should be read in conjunction with the accompanying Composite Document.

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

Shareholders are advised to read the Composite Document and when necessary, seek professional advice before completing this Form of Acceptance and Transfer. To accept the H Share Offer made by CICC on behalf of the Joint Offerors to acquire your Shares at a cash price of HK\$52.80 per Share, you should complete and sign this Form of Acceptance and Transfer overleaf and forward this entire Form of Acceptance and Transfer, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the number of the H Shares in respect of which you intend to accept the H Share Offer, by post or by hand, in an envelope marked "Dalian Wanda Offer" to the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, as soon as possible after the receipt of the Composite Document and in any event not later than 4:00 p.m. on Tuesday, 16 August 2016 and/or Tuesday, 13 September 2016 (as the case may be), or such later time(s) and/or date(s) as the Joint Offerors may determine and announce 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 and Transfer.

**FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE H SHARE OFFER**

To: The Joint Offerors, CICC and H Share Registrar

1. My/Our execution of this Form of Acceptance and Transfer (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the H Share Offer made by CICC for and on behalf of the Joint Offerors, 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 H Shares specified in this Form of Acceptance and Transfer. If no number is specified or if the total number of H Shares specified in this Form of Acceptance and Transfer is greater than the H Shares tendered as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), this form will be returned to me/us for correction and resubmission. If the number specified in this Form of Acceptance and Transfer is smaller than the H Shares tendered as supported by the relevant Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), I/we shall be deemed to have accepted the H Share Offer in respect of the H Shares as shall be equal to the number of the H Shares specified in this Form of Acceptance and Transfer, provided such number of H Shares referred to above shall not be counted towards as validly accepted unless the requirements under Note 1 to Rule 30.2 of the Takeovers Code are met;
  - (b) my/our irrevocable instruction and authority to the Joint Offerors and/or CICC or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the H Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s), subject to the terms and conditions of the H Share Offer, as if it/they was/were delivered to the Registrar together with this Form of Acceptance and Transfer;
  - (c) my/our irrevocable instruction and authority to the Joint Offerors and/or 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 to which I/we shall have become entitled under the terms of the H Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the H Share Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered H Shareholders) at the registered address shown in the register of members of the Company within seven Business Days following the date of receipt of all the relevant documents by the Registrar to render the acceptance under the H Share 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 H Shareholders.)*

Name: (in BLOCK LETTERS).....

Address: (in BLOCK LETTERS).....

  - (d) my/our irrevocable instruction and authority to 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 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 H Shares to be sold by me/us under the H Share 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 the Joint Offerors and/or CICC and/or the H Share 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 H Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Joint Offerors and/or such person or persons as it may direct my/our H Share(s) tendered for acceptance of the H Share Offer;
  - (f) my/our appointment of the Joint Offerors and/or CICC as my/our attorney in respect of all the H Share(s) to which this Form of Acceptance and Transfer relates, such power of attorney to take effect from the date and time on which the H Share Offer becomes unconditional in all respects and thereafter be irrevocable;
  - (g) 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 H Shares tendered for acceptance under the H Share Offer to the Joint Offerors or such person or persons as it may direct fully paid and free from all rights of pre-emption, liens, charges, options, claims, equities, adverse interests, third-party rights or encumbrances of any nature and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive in full all dividends (whether final or interim) and other distributions, if any, declared and where the record date for such entitlement is on or after the date of the Composite Document; and
  - (h) 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 the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
2. I/We understand that acceptance of the H Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Joint Offerors, CICC and the Company that (i) the H Shares held by me/us to be acquired under the H Share Offer are sold free from rights of pre-emption, all liens, charges, options, claims, equities, adverse interests, third-party rights or encumbrances of any nature and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive in full all dividends (whether final or interim) and other distributions, if any, declared, and where the record date for such entitlement is on or after the date 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, their beneficial owner and parties acting in concert with any of them, the Company, CICC or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the H Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the H Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my/our acceptance is not valid, in accordance with the terms of the H Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance 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 H Shareholders) at the registered address shown in the register of members of the Company.  
*Note: If I submit the transfer receipt(s) upon acceptance of the H Share Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Joint Offerors and/or CICC or any of their agent(s) from the Company or the Registrar on my behalf, I shall be returned such share certificate(s) in lieu of the transfer receipt(s).*
4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of H Shares which are to be held by you on the terms and conditions of the H Share Offer.
5. I/We warrant and represent to the Joint Offerors, CICC and the Company that I am/we are the registered holder(s) of the number of H Shares 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 H Shares to the Joint Offerors by way of acceptance of the H Share Offer.
6. I/We warrant and represent to the Joint Offerors, CICC 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 H Share 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 duties or other required payments due from me/us in connection with such acceptance (except otherwise stated in the Composite Document); and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Joint Offerors, CICC and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties 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 H Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance and Transfer, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our H Shares sold to the Joint Offerors by way of acceptance of the H Share Offer will be registered under the name of any of the Joint Offerors or their nominee.
10. I/We understand that no acknowledgement of receipt of any 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.
11. 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 H Shares which are accepted or deemed to have been accepted under the H Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of any of the Joint Offerors or as they 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 H Shares into certificated form) to the attention of the Joint Offerors at the Registrar at Shops 1712-1716, 17 Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong;
  - (b) an irrevocable authority to the Joint Offerors or their 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 H 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 H 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 their 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 representations or warranties.

本接納及轉讓表格乃重要文件，請即處理。

閣下如對本接納及轉讓表格任何部分或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之H股股份全部售出或以其他方式轉讓，應立即將本接納及轉讓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。

中金茲代表聯合要約人提出H股要約。向註冊地址在香港之外的股東（「海外股東」）提出H股要約或會受到其居所地的有關司法權區之法例及規例的禁止或影響。倘閣下為海外股東，閣下應自行遵守所有適用法律及監管規定，並於有需要時尋求獨立法律意見。閣下如欲接納H股要約，則有責任自行確保就接納H股要約全面遵守有關司法權區之法例及規例（包括但不限於取得可能所需之一切政府、外匯管制或其他同意，以及遵守一切所需之正式手續、監管及／或法律規定，以及轉讓費或其他稅項的支付）。聯合要約人、本公司、彼等各自的最終實益擁有人及一致行動人、中金、鎧盛、香港中央證券登記有限公司或彼等各自之任何董事、高級人員、顧問、聯繫人、代理或參與H股要約之任何其他人士就有關人士可能被要求支付之任何稅項或徵費獲得海外股東全面彌償及毋須承擔任何責任。閣下接納H股要約即構成閣下向聯合要約人、本公司、彼等各自的最終實益擁有人及一致行動人、中金、鎧盛、香港中央證券登記有限公司或彼等各自之任何董事、高級人員、顧問、聯繫人、代理或參與H股要約之任何其他人士所作之聲明及保證，表示閣下已遵守所有適用法律及規例以及根據所有適用法例及規例獲允許接收及接納H股要約（及其任何修訂），而閣下已根據一切必要正式手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他同意，並已就有關接納支付閣下於任何地區應付之所有發行費、轉讓費或其他稅項或徵費或其他所需款項（綜合文件中另有說明的除外），而有關接納將根據一切適用法例及規例屬有效及具約束力。本接納及轉讓表格應與隨附之綜合文件一併閱覽。

#### 本接納及轉讓表格之填寫方法

股東於填寫本接納及轉讓表格前務請閱讀綜合文件及尋求專業意見（如有需要）。為接納中金代表聯合要約人就按每股份52.80港元之現金價格收購閣下之股份所提出之H股要約，閣下應填妥及簽署本接納及轉讓表格封面頁並寄發整份接納及轉讓表格，連同閣下欲接納H股要約所涉及之H股股份總數大於所提交H股股份（以股票、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可信納之一份或多份彌償保證書），在收到綜合文件後儘快並且無論如何不遲於二零一六年八月十六日（星期二）及／或二零一六年九月十三日（星期二）（視屬何情況而定）下午四時正或聯合要約人按照收購時則可決定及公佈之有關較後時間及／或日期郵寄或由專人（信封上須註明「大連萬達要約」）送交登記處，即地址為香港皇后大道東183號合和中心17樓1712-1716號舖的香港中央證券登記有限公司。綜合文件附錄一所載之條文納入本接納及轉讓表格並構成其中部分。

#### 有關H股要約之接納及轉讓表格

致：聯合要約人、中金及H股股份過戶登記處

1. 本人／吾等一經簽立本接納及轉讓表格（不論該表格是否已註明日期），本人／吾等之承讓人及受讓人將受此約束，並將構成：

- 本人／吾等不可撤回地就本接納及轉讓表格上所述之H股股份數目，按照及根據綜合文件及本接納及轉讓表格所述之代價及受其條款及條件所規限，接納綜合文件所載由中金代表聯合要約人提出之H股要約。倘並無指定數目或倘本接納及轉讓表格內指定之H股股份總數大於所提交H股股份（以股票、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償保證書）證明），本表格將會被退回至本人／吾等以便進行修改並重新遞交。倘本接納及轉讓表格指定之數目少於所提交H股股份（以相關股票、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償保證書）證明），則本人／吾等將被視為已就相等於本接納及轉讓表格所指定數目之H股股份接納H股要約，惟除非符合收購守則規則30.2註釋1的規定，否則有關數目之上述H股股份不會計算為有效接納；
- 本人／吾等不可撤回地指示及授權聯合要約人及／或中金或彼等各自任何代理，代表本人／吾等交付隨附本人／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），憑此向本公司或過戶處領取本人／吾等就H股股份應獲發之股票，並將有關股票送交過戶處，以及授權及指示過戶處按照H股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及轉讓表格一併交回過戶處；
- 本人／吾等不可撤回地指示及授權聯合要約人及／或中金或彼等各自之代理，就本人／吾等根據H股要約條款應得之現金代價（扣除本人／吾等就本人／吾等接納H股要約應付之賣方從價印花稅），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，然後於過戶處接獲所有相關文件致使H股要約下之接納為完整及有效之日後起計七個營業日內，按以下地址以平郵方式寄予以下人士，或倘並無於下欄填上姓名及地址，則按本公司股東名冊所登記地址寄予本人或吾等當中之名列首位者（如屬聯名登記H股股東），郵誤風險概由本人／吾等承擔；  
  
（附註：倘收取支票之人士並非登記股東或名列首位之聯名登記H股股東，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／或中金及／或H股股份過戶登記處及／或彼等任何一方可能就此指定之人士，代表本人／吾等製備及簽立香港法例第117章印花稅條例規定本人／吾等作為根據H股要約出售H股股份之賣方須製備及簽立之成交單據，並按照該條例之條文安排該單據加蓋印花及安排在本接納及轉讓表格背面證明；
- 本人／吾等不可撤回地指示及授權聯合要約人及／或中金及／或彼等任何一方可能指定之人士，代表本人／吾等填妥及簽立任何有關本人／吾等接納H股要約之文件，並作出任何其他可能屬必要或權宜之行為，以將本人／吾等交回以接納H股要約之股份轉讓聯合要約人及／或其可能指定之人士所有；
- 本人／吾等委任聯合要約人及／或中金為本接納及轉讓表格所涉全部H股股份之受讓人，有關授權書由H股要約在各方面成為無條件之日期及時間起生效，並於其後不可撤回；
- 本人／吾等承諾於可能屬必要或合宜時簽立有關其他文件及作出有關行為及事項，以進一步確保本人／吾等根據接納H股要約呈交之股份轉讓予聯合要約人或其可能指定之人士，而該等H股股份已繳足股款且不附帶任何性質之一切優先購買權、留置權、押記、選擇權、申索權、衡平權、不利權益、第三方權利或產權負擔，並連同累算或附帶之一切權利，包括但不限於收取該等賦權的登記日期是在綜合文件日期當日或之後所宣派、作出或派付之全部及所有股息（不論末期或中期）及其他分派（如有）之權利；及
- 本人／吾等同意追認聯合要約人及／或中金及／或本公司或彼等各自之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權利時可能作出或進行之各種行為或事宜。

2. 本人／吾等明白本人／吾等提交H股要約接納書，將被視為構成本人／吾等向聯合要約人、中金及本公司聲明及保證，(i)本人／吾等所持將根據H股要約被收購之H股股份，於出售時概不附帶任何性質之一切優先購買權、留置權、押記、選擇權、申索權、衡平權、不利權益、第三方權利或產權負擔，並連同累算或附帶之一切權利，包括但不限於該等賦權的登記日期是在綜合文件日期當日或之後所宣派、作出或派付之全部及所有股息（不論末期或中期）及其他分派（如有）之權利；及(ii)本人／吾等並無採取或遺漏任何行動而將會或可能致使聯合要約人、彼等之實益擁有人及與彼等任何一方一致行動之人士、本公司、中金或任何其他人士違反任何地區與要約或本人／吾等接納H股要約有關之法律或監管規定，且本人／吾等根據所有適用法例及規例獲允許接收及接納H股要約及其任何修訂，而按照所有適用法例及規例，該接納乃屬有效及具有約束力。

3. 倘本人／吾等之接納按照H股要約條款屬無效，則上文第1段所載之所有指示、授權及承諾將告終止。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）連同已正式註銷之本接納及轉讓表格以平郵方式一併寄予上文第1(c)段所列之人士及地址，或如未有列明姓名及地址，則按本公司股東名冊所登記地址寄予本人或吾等當中之名列首位者（如為聯名登記H股股東），郵誤風險概由本人／吾等承擔。

附註：倘本人於接納H股要約時提交過戶收據，而聯合要約人及／或中金或彼等各自之任何代理在此期間代表本人從本公司或過戶處領取有關股票，則發還予本人者將為該（等）股票而非過戶收據。

4. 本人／吾等附上本人／吾等持有之全部／部分H股股份之相關股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需並令人信納之一份或多份彌償保證書），將由閣下按H股要約之條款及條件持有。

5. 本人／吾等向聯合要約人、中金及本公司保證及聲明，本人／吾等為本接納及轉讓表格所列H股股份數目之登記持有人，而本人／吾等有十足權利、權力及授權以接納H股要約之方式，向聯合要約人出售及移交本人／吾等H股股份之所有權及擁有權。

6. 本人／吾等向聯合要約人、中金及本公司保證及聲明，本人／吾等已遵守本公司股東名冊所表示本人／吾等地址所在地之所有適用法例及規例，以及根據所有適用法例及規例獲允許接納H股要約及其任何修訂；而本人／吾等已取得一切所需政府、外匯管制或其他方面之同意，以及遵守所有必要正式手續及監管或法律規定辦理一切登記或存檔手續；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徵費或其他所需款項（綜合文件中另有說明的除外）；而有關接納將根據一切適用法例及規例屬有效及具約束力。

7. 本人／吾等向聯合要約人、中金及本公司保證，本人／吾等將就支付在本公司股東名冊所表示本人／吾等地址所在地司法權區關於本人／吾等接納H股要約方面之任何轉讓或其他稅項及徵稅負責。

8. 本人／吾等知悉，除綜合文件及本接納及轉讓表格明文規定外，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。

9. 本人／吾等知悉，本人／吾等以接納H股要約之方式售予聯合要約人之H股股份將以聯合要約人之任何代名人之名義登記。

10. 本人／吾等明白，任何接納及轉讓表格、股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需任何令人信納之一份或多份彌償保證書）概不獲發收據。本人／吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人／吾等自行承擔。

11. 本人／吾等就根據H股要約已獲接納或被視為已獲接納，而其接納並未被有效撤回及並非按任何聯合要約人指示登記之H股股份，向聯合要約人、中金及本公司不可撤回地承諾、聲明、保證及同意（以約束本人／吾等之承讓人及受讓人）：

- 本人／吾等授權本公司及／或其代理將可能須向本人／吾等作為本公司股東寄發之任何通告、通函、單據或其他文件或通訊（包括任何股票及／或因將該等H股股份轉為證書形式而發出之其他所有權文件）送交過戶處（地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖）予聯合要約人；
- 不可撤回地授權聯合要約人或其代理代表本人／吾等簽署任何同意書，同意縮短本公司任何股東大會通知期，及／或出席及／或簽立有關該等H股股份之代表委任表格以委任聯合要約人提名之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H股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有關權利，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，以及在上文規限下，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／吾等謹此明示撤回有關委任。

為免生疑問，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限於任何上述聲明或保證。

## PERSONAL DATA

### 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 H Share 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 H Share Offer.

#### 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 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;
- maintaining or updating the relevant register of members of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Joint Offerors and/or its agents such as the financial advisers and the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- 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, CICC or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Joint Offerors, CICC and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time to time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this Form of Acceptance and Transfer will be kept confidential but the Joint Offerors and/or CICC 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 Joint Offerors, CICC, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Joint Offerors and/or CICC and/or the Registrar, in connection with the operation of their businesses;
- 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 Joint Offerors and/or CICC and/or 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 of Acceptance and Transfer 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.

#### 5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Joint Offerors and/or CICC 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 Ordinance, the Joint Offerors and/or CICC and/or the 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 Joint Offerors, CICC 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

本收集個人資料聲明旨在知會閣下有關聯合要約人、中金及過戶處以及有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)之政策及慣例。

#### 1. 收集閣下個人資料之原因

為就閣下之股份接納H股要約，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H股要約應得之代價。

#### 2. 用途

閣下於本接納及轉讓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：

- 處理閣下之接納及核實或遵循本接納及轉讓表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 自聯合要約人及/或其代理人(例如財務顧問)及過戶處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便進行權利申索；
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露；
- 有關聯合要約人、中金或過戶處業務之任何其他用途；及
- 有關上文任何其他附帶或關連用途及/或令聯合要約人、中金及/或過戶處得以履行彼等對股東及/或監管機構之責任及股東可能不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本接納及轉讓表格提供之個人資料將會保密，惟聯合要約人及/或中金及/或過戶處為達致上述或有關任何上述用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 聯合要約人、中金、其任何代理人及過戶處；
- 為聯合要約人及/或中金及/或過戶處之業務經營而向彼等提供行政、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之任何其他人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 聯合要約人及/或中金及/或過戶處於有關情況下認為必需或適當之任何其他人士或機構。

#### 4. 保留個人資料

聯合要約人、中金及過戶處將按收集個人資料所需用途保留本接納及轉讓表格所收集之個人資料。無需保留之個人資料將會根據條例銷毀或處理。

#### 5. 存取及更正個人資料

條例規定，閣下有權確認聯合要約人及/或中金及/或過戶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。依據條例，聯合要約人及/或中金及/或過戶處有權就處理任何資料之存取請求收取合理手續費。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別之資料之所有請求，須提交予聯合要約人、中金或過戶處(視情況而定)。

閣下簽署本接納及轉讓表格即表示同意上述所有條款。