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Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the offer document dated 17 March 2014 (the "Offer Document") issued by Wumei Holdings, Inc..

除文義另有所指外，本接納表格所用詞彙與物美控股集團有限公司於二零一四年三月十七日刊發之要約文件（「要約文件」）所界定者具相同涵義。

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

接納及過戶表格在 閣下欲接納要約時適用。

## 北京物美商業集團股份有限公司

### Wumart Stores, Inc.

(a joint stock limited company incorporated in the People's Republic of China)  
(在中華人民共和國註冊成立的股份有限公司)

(Stock Code: 1025)

(股份代號: 1025)

#### FORM OF ACCEPTANCE AND TRANSFER OF H SHARE(S) OF RMB1.00 EACH IN THE ISSUED SHARE CAPITAL OF WUMART STORES, INC.

北京物美商業集團股份有限公司  
已發行股本中每股面值人民幣1.00元之H股之接納及過戶表格

All parts of this Form of Acceptance should be completed

本接納表格內各項均須填妥

**H Share Registrar and transfer office**  
(“Registrar”):

H股股份過戶登記處  
(「過戶登記處」):

Computershare Hong Kong Investor Services Limited  
Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong

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:**

You must insert the total number of H Shares for which the Offer is accepted.

**附註:**

閣下必須填上接納要約之H股總數。

<b>FOR THE CONSIDERATION</b> stated below, the Transferor(s) named below (the "Transferor") hereby transfer(s) to the Transferee named below (the "Transferee") H share(s) of RMB1.00 each in the issued share capital of Wumart Stores, Inc. held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Offer Document, and the Transferee hereby agrees to accept and hold the H Share(s) subject to such terms and conditions. 下述之轉讓人(「轉讓人」)現根據本接納表格及隨附要約文件列明之條款和條件按下列代價，將以下註明轉讓人所持北京物美商業集團股份有限公司已發行股本中每股面值人民幣1.00元之H股轉讓予下述之承讓人(「承讓人」)，承讓人同意根據該等條款和條件接納及持有H股。		
<b>Total number of H Share(s) to be transferred</b> 將予轉讓之H股總數	<b>FIGURES</b> 數目	<b>WORDS</b> 大寫
<b>H Share certificate number(s)</b> H股股票號碼		
<b>TRANSFEROR(S) name(s) and address(es) in full</b> 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	<b>Family name(s) or company name(s)</b> 姓氏或公司名稱	<b>Forename(s)</b> 名字
	<b>Address(es)/Registered Address(es)</b> 地址/註冊地址	
		<b>Telephone Number</b> 電話號碼
<b>CONSIDERATION</b> 代價	HK\$4.98 in cash for each H Share 每股H股現金4.98港元	
<b>TRANSFEEE</b> 承讓人	<b>Name</b> 名稱 Wumei Holdings, Inc. 物美控股集團有限公司 <b>Correspondence address</b> F1 11 Wumart Commercial Building, No. 158-1 West 4th Ring North Road, Haidian District, Beijing, P.R. China 100142 <b>通訊地址</b> 中國北京市海澱區西四環北路158-1號物美商業大廈11層(郵編: 100142) <b>Occupation</b> 職業 Corporation 法國	

Signed by the Transferor(s) in the presence of:

轉讓人在下列見證人見證下簽署:

Name of witness 見證人姓名 \_\_\_\_\_

Signature of witness 見證人簽署 \_\_\_\_\_

Address of witness 見證人地址 \_\_\_\_\_

Occupation of witness 見證人職業 \_\_\_\_\_

Signature(s) of Transferor(s) \_\_\_\_\_

轉讓人簽署 \_\_\_\_\_

Date of Submission of this Form of Acceptance \_\_\_\_\_

提交本接納表格日期 \_\_\_\_\_

**ALL JOINT  
HOLDERS MUST  
SIGN HERE**

所有聯名持有人  
均須於本欄個別簽署

<b>Do not complete</b> 請勿填寫本欄	
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署:	For and on behalf of 代表 Wumei Holdings, Inc. 物美控股集團有限公司
Name of witness 見證人姓名 _____	
Signature of witness 見證人簽署 _____	
Address of witness 見證人地址 _____	
Occupation of witness 見證人職業 _____	Signed by the Transferee or its duly authorised agent(s): 承讓人或其正式授權代理人簽署: _____
Date of transfer 轉讓日期 _____	

**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 you should take, you should consult a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant, or other professional adviser. If you have sold or otherwise transferred all your H Shares, you should at once hand this Form of Acceptance and the accompanying Offer Document to the purchaser(s) or transferee(s) or to the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).** The making of the Offer to persons resident in any jurisdiction outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdiction. Independent Shareholders who are so resident should inform themselves about and observe any applicable legal requirements. It is the responsibility of each person who is a citizen, resident or national of a jurisdiction outside Hong Kong and who wishes to accept the Offer to satisfy himself/herself/itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental or other consents, exchange control and any registration or filing which may be required in compliance with all necessary formalities, taxation, regulatory and/or legal requirements. Any such persons shall be fully responsible for the payment of any transfer or other taxes or duties imposed by whomsoever payable in respect of that jurisdiction. The Offeror, Somerley and any person involved in the Offer shall be entitled to be fully indemnified and held harmless by any such person for any taxes or duties that such person may be required to pay. Acceptance of the Offer by any such person will constitute a warranty by such person that such person is permitted under all applicable laws to accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

**The Offer is unconditional. This Form of Acceptance should be read in conjunction with the accompanying Offer Document.**  
**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

- To accept the Offer made by Somerley for and on behalf of the Offeror to acquire your H Share(s), you should complete and sign this Form of Acceptance overleaf and forward this entire Form of Acceptance together with the relevant H 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 the number of H Share(s) in respect of which you intend to accept the Offer by post or by hand to the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible, but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on Monday, 14 April 2014 or such later time and/or date as the Offeror may determine and announce with the consent of the Executive. The provisions of Appendix I to and the other terms and conditions contained in the Offer Document are incorporated into and form part of this Form of Acceptance. Independent Shareholders are advised to read the Offer Document before completing this Form of Acceptance.
- Warning: Independent Shareholders should also be aware that in accepting the Offer, any resulting fractions of a Hong Kong cent will be disregarded and any cash amount payable will be rounded up to the nearest Hong Kong cent.
- Procedure for accepting the Offer  
If you wish to accept the Offer, you should:
  - insert the total number of H Share(s) for which the Offer is accepted in the box titled "Total number of H Share(s) to be transferred"; and
  - sign the Form of Acceptance and enclose the relevant H share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof).
- Warning: You must sign the Form of Acceptance and enclose the relevant H share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof).
- If you are holding the H Share(s) on behalf of another person as nominee or otherwise or if your H Share(s) have been lodged through CCASS, you should refer to the section headed "Procedure for acceptance of the Offer" in Appendix I to the Offer Document in particular as to the matters which you should consider.

**FORM OF ACCEPTANCE IN RESPECT OF THE OFFER**

**To: The Offeror and Somerley**

- My/Our execution of this Form of Acceptance (whether or not such Form of Acceptance is dated) shall be binding on my/our successors and assigns, and shall constitute:
  - my/our irrevocable acceptance of the Offer made by Somerley on behalf of the Offeror, as contained in the Offer Document for the consideration and on and subject to the terms therein and herein mentioned (including the terms set out under the heading "How to complete this Form of Acceptance" above), in respect of the number of H Share(s) specified in this Form of Acceptance;
  - my/our irrevocable instruction and authority to the Offeror and/or Somerley or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the H share certificate(s) in respect of the H 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 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 H share certificate(s) subject to the terms and conditions of the Offer, as if it was/they were H share certificate(s) delivered to the Registrar together with this Form of Acceptance;
  - my/our irrevocable instruction and authority to the Offeror and/or Somerley or their respective agent(s) to send a cheque crossed "Not negotiable or 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 after deducting all 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(s) and address stated below or, if no name(s) and/or address is/are stated below, to me or the first-named of us (in the case of joint registered Independent Shareholders) at the address shown in the register of members of the Company: (Insert below the name and address of the person to whom the cheque is to be sent if different from the registered Independent Shareholder or the first-named of the joint registered Independent Shareholders.)  
Name: (in block capitals) \_\_\_\_\_  
Address: (in block capitals) \_\_\_\_\_
  - my/our irrevocable instruction and authority to each of the Offeror and/or Somerley or such person or persons as either 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 H 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;
  - my/our irrevocable instruction and authority to each of the Offeror and/or Somerley and such person or persons as either of them may direct to complete, amend and execute any document on my/our behalf including but without limitation to insert a date in this Form of Acceptance and to duly complete this Form of Acceptance in accordance with the section titled "How to complete this Form of Acceptance" above and Note 1 to Rule 30.2 of the Takeovers Code or, if I/we or any other person shall have inserted a date, to delete such date and insert another date 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 H Share(s) tendered for acceptance of the Offer;
  - 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 Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct with all rights attaching thereto, including the rights to receive all dividends and distributions declared, made or paid on or after the date on which the Offer is made, and free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights;
  - my/our agreement that, subject to the right to deduct from the amount payable to me/us the seller's ad valorem stamp duty, the settlement of the consideration to which I/we will be entitled under the Offer will be implemented in full in accordance with the terms of the Offer **without regard to any lien, right of set-off, counterclaim or other analogous right to which the Offeror may otherwise be, or claim to be, entitled against me/us;**
  - my/our agreement to ratify each and every act or thing done or effected by the Offeror and/or Somerley and/or the Registrar or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
  - my/our appointment of any of the Offeror and/or Somerley as my/our irrevocable attorney in respect of all the H Shares to be transferred.
- 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 H share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), together with this Form of Acceptance duly cancelled, by post at my/our risk to the person(s) and address stated above for the receipt of any cheque or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Independent Shareholders) at the 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 H share certificate(s) has/have been collected by the Offeror and/or Somerley or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such H share certificate(s) in lieu of the transfer receipt(s).*
- I/We enclose the relevant H share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof) for the whole/part of my/our holding of H Share(s) which is/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 or any H share certificate(s) and/or transfer receipt(s) and/or any other documents will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
- I/We hereby warrant and represent to you that, I am/we are the registered Independent Shareholder(s) of the number of H 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 such H Share(s) to the Offeror by way of acceptance of the Offer.
- 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/or Somerley that the number of H Share(s) specified in this Form of Acceptance are fully paid and with all rights attaching thereto, including the rights to receive in full all dividends and distributions, if any, declared, made or paid on or after the date on which the Offer is made, and free from liens, charges, options, claims, equities, adverse interests, rights of pre-emption, third party rights or encumbrances of any nature.
- I/We acknowledge that, save as expressly provided in the Offer Document and in this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be unconditional and irrevocable.
- I/We hereby warrant and represent to you that I/we have satisfied the laws 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, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required in compliance with all necessary formalities or regulatory or legal requirements.
- I/We hereby warrant and represent to you that I/we shall be fully responsible for payment of any transfer or other taxes and 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.
- I/We hereby acknowledge that my/our H 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.
- In the event the Offer lapses or in the event the Offeror and/or Somerley exercises its discretion to treat my/our acceptance 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 H share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our risk to the person(s) and address stated above for the receipt of any cheque or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Independent Shareholders) at the address shown in the register of members of the Company. Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant H share certificate(s) has/have been collected by the Offeror and/or Somerley or their respective agent(s) from the Company or the Registrar on my/our behalf, I/ we will be sent such H share certificate(s) at my/our risk in lieu of the transfer receipt(s).
- I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and Somerley (so as to bind my/our successors and assignees) that, in respect of the H Share(s) where the Offer has been accepted, the acceptance of which has not been validly withdrawn in accordance with the terms and conditions of the Offer, but which have not been registered in the name of the Offeror as it may direct:
  - 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 H share certificate(s) and/or other document(s) of title issued as a result of conversion of such H Share(s) into certificated form) to the Offeror at its registered office;
  - an irrevocable authority to the Offeror and/or its agents to sign any consent to short notice of a general meeting on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such H Share(s) appointing any person nominated by the Offeror to attend general meetings and separate class meetings of the Company or its members or any of them (and any adjournments thereof) and to exercise the votes attaching to such H Share(s) 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 or separate class meeting and, subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror, its nominee or appointee, for or to attend general meetings or separate class meetings, I/we hereby expressly revoke such appointment.

本接納表格乃重要文件，請即處理。閣下如對本接納表格之任何內容或應採取之行動有任何疑問，應諮詢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H股全部售出或轉讓，應立即將本接納表格及隨附之要約文件送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

向居於香港以外任何司法權區之人士提出要約可能會受有關司法權區之法例禁止或影響。居於有關地區之獨立股東應自行瞭解及遵守任何適用法律規定。身為香港以外司法權區之公民、居民或國民之人士如欲接納要約，須自行完全遵守有關司法權區在此方面之法例，包括為符合一切所需手續、稅務、監管及／或法律規定獲得政府或其他同意、匯兌管制及任何登記或存檔手續。任何有關人士須負責支付有關司法權區所徵收之任何轉讓或其他稅項或關稅。要約人、新百利及任何參與要約之人士均有權就任何有關人士可能須支付之任何稅項或關稅獲該名人士提供彌償保證及毋須承擔有關責任。任何有關人士接納要約將構成該人士作出保證，該人士根據所有適用法例獲准接納要約（及其任何修訂版），而根據所有適用法例，有關接納為有效及具約束力。

要約為無條件。本接納表格應連同隨附之要約文件一併閱讀。

#### 本接納表格填寫方法

- 閣下如欲接納由新百利就及代表要約人作出收購閣下之H股之要約，應填妥及簽署本接納表格背頁，連同不少於閣下擬接納要約之H股數目之相關H股股票及／或過戶收據及／或其他所有權文件及／或就此所需並令人信納之任何彌償保證，盡快郵寄或專人送交過戶登記處香港中央證券登記有限公司（地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖），惟無論如何必須於二零一四年四月十四日（星期一）香港時間下午四時正（或要約人在執行人員同意下可能釐定及公佈之較後日期及／或時間）前送達過戶登記處。要約文件附錄一所載條款以及要約文件所載其他條款及條件納入本接納表格並構成其中部分。獨立股東於填寫本接納表格前務請細閱要約文件。
- 重要提示：獨立股東亦應注意，就接納要約，任何因而產生之零碎港仙將不予理會，而任何應付現金將上調至最接近港仙。
- 要約之接納手續  
閣下如欲接納要約，應：
  - 於「將予轉讓之H股總數」一欄填上閣下接納要約之H股總數；及
  - 簽署接納表格，並附上相關H股股票、過戶收據及／或其他所有權文件及／或任何就此所需並令人信納之彌償保證。
- 重要提示：閣下必須簽署接納表格，並附上相關H股股票、過戶收據及／或其他所有權文件及／或任何就此所需並令人信納之彌償保證。
- 閣下如作為代理人或其他身份代表他人持有H股，或閣下之H股已透過中央結算系統寄存，則應參閱要約文件附錄一「接納要約的手續」一節，特別是有關閣下須予考慮之事宜。

#### 要約之接納表格

##### 致：要約人及新百利

- 本人／吾等經簽署本接納表格（不論該接納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，並構成：
  - 本人／吾等按要約文件及本接納表格所述代價按照並遵守當中所述條款（包括上文「本接納表格填寫方法」所載條款），就本接納表格註明之H股數目，不可撤銷地接納要約文件所載由新百利代表要約人提出之要約；
  - 本人／吾等不可撤銷地指示及授權要約人及／或新百利或其各自之代理人，根據要約之條款及條件代表本人／吾等自本公司或過戶登記處領取本人／吾等交回經本人／吾等妥為簽署之隨附過戶收據及／或其他所有權文件（如有）及／或任何就此令人信納之彌償保證而應獲發行之H股股票，及將該等H股股票送呈過戶登記處，並授權及指示過戶登記處持有該等H股股票，猶如有關H股股票已連同本接納表格送呈過戶登記處；
  - 本人／吾等不可撤銷地指示及授權要約人及／或新百利或其各自之代理人，就本人／吾等根據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所有印花稅），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，並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／或地址，則按本公司股東名冊所示登記地址以平郵寄予本人或吾等當中所列首位者（如屬聯名登記獨立股東），郵誤風險概由本人／吾等承擔；  
(倘收取支票之人士並非登記獨立股東或名列首位之聯名登記獨立股東，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／吾等不可撤銷地指示及授權要約人及／或新百利各自或其任何一方可能就此指定之有關人士，代表本人／吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人／吾等作為根據要約出售H股股份之賣方所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藍印及安排在本接納表格背書證明；
  - 本人／吾等不可撤銷地指示及授權要約人及／或新百利各自或其任何一方可能指定之有關人士，代表本人／吾等填妥、修訂及簽署任何文件，包括但不限於在本接納表格填上日期及按照上文「本接納表格填寫方法」一節及收購守則規則30.2註釋填妥本接納表格，或如本人／吾等或任何其他人士已填上日期，則刪去該日期，然後填上另一日期，以及辦理任何其他必需或權宜之事宜，以將本人／吾等就接納要約交回之H股轉歸要約人或其可能指定之有關人士所有；
  - 本人／吾等以進一步保證形式承諾於必需或合宜時簽立有關其他文件及辦理有關其他手續及事項，以將本人／吾等就接納要約交回之H股轉歸要約人或其可能指定之有關人士，該等股份將附帶於該有關日期或之後附帶之一切權利（包括但不限於收取於提呈要約日期或之後宣派、作出或派付之一切股息及分派），且不附帶一切優先購買權、購股權、留置權、申索權、衡平權、押記、產權負擔及第三方權利；
  - 本人／吾等同意，除應向本人／吾等支付之款項扣除賣方從價印花稅之權利外，本人／吾等根據要約有權獲取之代價將按照要約之條款全數支付，而不計及要約人可能有權或指稱有權對本人／吾等執行之任何留置權、抵銷權、反申索權或其他類似權利；
  - 本人／吾等同意追認要約人及／或新百利及／或過戶登記處或其各自之代理人或其任何一方可能指定之有關人士於行使本接納表格所載任何權力時可能作出或進行之各種及所有行動或事宜；及
  - 本人／吾等就將予轉讓之所有H股不可撤銷地委任要約人及／或新百利作為本人／吾等之授權代表。
- 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／吾等授權並要求閣下將本人／吾等之H股股票及／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，以平郵一併寄予下列人士及地址，或如未有列明姓名及地址，則按本公司股東名冊所示地址寄予本人或吾等當中所列首位者（如為聯名登記獨立股東），郵誤風險概由本人／吾等承擔。

附註：倘閣下交出的一份或以上過戶收據，而要約人及／或新百利或其各自之代理人已代表閣下從本公司或過戶登記處領取有關H股股票，則閣下將獲寄發有關H股股票而非過戶收據。

- 本人／吾等茲附上本人／吾等所持全部／部分H股之相關H股股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此令人信納之彌償保證），而有關H股將由閣下按要約之條款及條件持有。本人／吾等明白任何交回之接納表格或H股股票及／或過戶收據及／或任何其他文件概不獲發收據。本人／吾等亦瞭解所有文件將以平郵寄發，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H股數目之登記獨立股東，而本人／吾等有充分權利、權力及授權以接納要約之形式，向要約人出售及移交該等H股之所有權及擁有權。
- 本人／吾等明白，本人／吾等接納要約，將被視為構成本人／吾等向要約人及／或新百利保證，本接納表格所註明H股數目均為繳足股款，並附帶一切權利（包括悉數收取於提呈要約日期或之後宣派、作出或派付之一切股息及分派（如有）），且不附帶一切留置權、押記、購股權、申索權、衡平權、不利權益、優先認購權、第三方權利或任何性質之產權負擔。
- 本人／吾等確認，除要約文件及本接納表格明文規定者外，就此作出之一切接納、指示、授權及承諾均為無條件及不可撤銷。
- 本人／吾等向閣下保證及聲明，本人／吾等已就接納要約遵守在本公司股東名冊上列示本人／吾等地址所在司法權區之法例，包括獲得任何所需之政府、匯兌管制或其他方面之同意，及遵照一切必要手續或監管或法律規定辦理任何可能需要的登記或存檔手續。
- 本人／吾等向閣下保證及聲明，本人／吾等須全面負責就接納要約支付在本公司股東名冊所載本人／吾等地址所在司法權區應付之任何轉讓或其他稅項及關稅。
- 本人／吾等確認，本人／吾等透過接納要約給予要約人之H股將以要約人或代名人義登記。
- 倘要約失效或倘要約人及／或新百利按照要約之條款行使其酌情權視本人／吾等之接納為無效，則上文第1段所載所有指示、授權及承諾將告無效，而於該情況下，本人／吾等授權及要求閣下將本人／吾等之H股股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此令人信納之彌償保證）連同經正式註銷之本接納表格，以平郵寄交下列收取任何支票之人士及地址，或如無填上姓名及地址，則按本公司股東名冊所示地址寄交本人或名列首位之人士（倘屬聯名登記獨立股東），郵誤風險概由本人／吾等承擔。倘本人／吾等已寄出一或多份過戶收據，而要約人及／或新百利或其各自之代理人已代表本人／吾等從本公司或過戶登記處領取有關H股股票，則本人／吾等將獲寄發有關H股股票而非過戶收據，郵誤風險概由本人／吾等承擔。
- 本人／吾等就接納要約，或其接納未有按照要約之條款及條件有效撤銷但未有以要約人之指示以其名義登記涉及之H股，不可撤銷地向及與要約人及新百利承諾、聲明、保證及協定（或使本人／吾等之承繼人及受讓人將受此約束）：
  - 授權本公司及／或其代理人，將任何就本人／吾等作為本公司股東可能須寄發之通知、通函、付款單或其他文件或通訊，包括因兌換有關H股為記名股份而發行之任何H股股票及／或其他文件，按要約人之註冊辦事處寄交要約人；
  - 不可撤銷地授權要約人及／或其代理人代表本人／吾等簽署任何有關按短期通知召開之股東大會之同意，及／或出席及／或就有關H股簽立委任表格，委任任何要約人指定之人士出席本公司或其成員公司之股東大會及個別類別股東大會及其任何續會，並代表本人／吾等行使有關H股所附表決權，而有關表決將按要約人全權決定之方式作出；及
  - 本人／吾等同意在未獲要約人同意下不會行使任何權利，及本人不可撤銷地承諾不會委任受委代表或出席任何有關股東大會或個別類別股東大會，及在上述者規限下，倘本人／吾等早前已委任受委代表（要約人、其代名人或獲委任人除外）出席股東大會或個別類別股東大會，則本人／吾等謹此撤銷該項委任。

# PERSONAL DATA

## Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "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 and the Registrar in relation to personal data and the Ordinance.

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

To accept the Offer for your H Share(s), you must provide the personal data requested in this Form of Acceptance. 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 inform the Offeror, Somerley 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 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 Offer Document;
- registering transfers of the H Share(s) out of your name;
- maintaining or updating the relevant register of holders of the H Share(s);
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror and/or Somerley and/or its subsidiaries or agents and the Registrar;
- compiling statistical code information and Independent Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror and/or Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Somerley and/or the Registrar to discharge their obligations to the Independent Shareholders and/or regulators and any other purposes to which the Independent 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 will be kept confidential but the Offeror, Somerley 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, its subsidiaries and/or agent(s), such as Somerley and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Somerley 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 your bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, Somerley and/or the 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 and/or the 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 and 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 Offeror or the Registrar (as the case may be).

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

## 個人資料

### 個人資料收集聲明

香港法例第486章個人資料(私隱)條例(「條例」)中的主要條文於一九九六年十二月二十日在香港生效。本個人資料收集聲明旨在知會閣下有關於閣下及過戶登記處及有關個人資料及條例之政策及慣例。

#### 1. 收集閣下個人資料之原因

為就閣下之H股接納要約，閣下必須提供本接納表格所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納被拒或受到延誤，亦可能妨礙或延遲寄發閣下根據要約應得之代價。閣下倘發現所提供的資料有任何不準確之處，請即時通知要約人、新百利及／或過戶登記處。

#### 2. 目的

閣下於本接納表格提供之個人資料可能會就以下目的而以任何方式使用、持有及／或儲存：

- 處理閣下之接納及核實有否遵循本接納表格及要約文件載列之條款及申請手續；
- 登記閣下名下H股之轉出安排；
- 維持或更新有關H股持有人名冊；
- 核實或協助核實簽名以及進行任何其他資料核實或交換；
- 確立要約項下之權利；
- 自要約人及／或新百利及／或其附屬公司或代理人及過戶登記處發佈通訊；
- 編製統計資料及獨立股東資料；
- 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；
- 涉及要約人及／或過戶登記處業務之任何其他目的；及
- 與上文所述目的有關之任何其他連帶或相關目的及／或致使要約人、新百利及／或過戶登記處可履行其對獨立股東及／或監管機構之責任，以及獨立股東可能不時同意或獲知會之其他目的。

#### 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、新百利及／或過戶登記處為達致上述目的或其中任何一項目的，可能作出彼等認為必需之查詢，以確定個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或香港境外)有關個人資料：

- 要約人、其附屬公司及／或代理人，例如新百利及過戶登記處；
- 為要約人、新百利及／或過戶登記處之業務運作向其提供行政、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個人或機構，例如閣下之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、新百利及／或過戶登記處在有關情況下認為必需或適當之任何其他個人或機構。

#### 4. 獲取及更正個人資料

條例賦予閣下權利確認要約人及／或過戶登記處是否持有閣下之個人資料，索取該資料副本，以及更正任何錯誤資料。根據條例，要約人及過戶登記處可就處理任何查閱資料之請求收取合理手續費。一切有關查閱資料或更正資料或查詢有關政策及慣例及所持資料類別之請求，應向要約人或過戶登記處(視情況而定)提出。

閣下經簽署本接納表格即表示同意上述所有條款。