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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納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 9 November 2015 (the "Composite Document") jointly issued by Wumei Holdings, Inc.* and its subsidiary Wumart Stores (HK) Limited and Wumart Stores, 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及其附屬公司物美商業(香港)有限公司與北京物美商業集團股份有限公司聯合發佈日期為二零一五年十一月九日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 FOR USE IF YOU WANT TO ACCEPT THE H SHARE OFFER.
接納表格在閣下欲接納H股要約時適用。



物美
WUMART

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: 01025)

(股份代號: 01025)

**FORM OF ACCEPTANCE AND TRANSFER OF H SHARES 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 should be completed 每項均須填寫

H Share Registrar and Transfer Office: Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
H股股份過戶登記處: 香港中央證券登記有限公司
香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the H Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有之H股轉讓予下列「承讓人」。		
Number of H Share(s) to be transferred (Note) 將予轉讓之H股數目(附註)	FIGURES 數目	WORDS 大寫
H Share certificate number(s) H股股票號碼		
TRANSFEROR(S) name(s) and address in full 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)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
	Registered address: 登記地址:	Telephone Number: 電話號碼:
CONSIDERATION 代價	HK\$6.22 in cash for each H Share 每股H股現金6.22港元	
TRANSFEEE 承讓人	Name 名稱:	Wumei Holdings, Inc.* and Wumart Stores (HK) Limited 物美控股集團有限公司及物美商業(香港)有限公司
	Registered address 登記地址:	Room 4159, Shixing Building, No.1 Shixing Dong Street, Badachu HighTech Park District, Shijingshan District, Beijing, the PRC 中國北京市石景山區八大處高科技園區實興東街1號實興大廈4159室 Flat 2, 19/F., Henan Building, 90-92 Jaffe Road, Wanchai, Hong Kong 香港灣仔謝斐道90-92號豫港大廈19樓2室
	Occupation 職業:	Corporation 法團

Signed by or 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/公司印鑑(如適用)

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



ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有人
均必須於本欄簽署

Do not complete 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: SIGNATURE OF WITNESS 見證人簽署	For and on behalf of 代表 Wumei Holdings, Inc.* and Wumart Stores (HK) Limited 物美控股集團有限公司及物美商業(香港)有限公司
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 signing by Transferee 由承讓人簽署之日期	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權之代理人簽署

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. Any corrected form must be resubmitted and received by the Registrar on or before the latest time for acceptance of the H Share Offer.

附註: 請填上接納H股要約之H股總數。倘並無填上數目或所填數目大於閣下登記持有之H股或作接納H股要約之實物H股, 而閣下已簽署本表格, 則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H股要約之最後期限或之前自行重新提交並送達過戶登記處。

* For identification purpose only
僅供識別

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

If you are in any doubt as to any aspect about this Form of Acceptance or as to the action to be taken, 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 transferred all your H Shares, you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the bank, or 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 the transferee(s).

The making of the H Share Offer to the overseas H Shareholders and/or their ability to participate in the H Share Offer may be subject to the laws of the relevant jurisdictions in which they are resident or domiciled. Overseas H Shareholders should observe any applicable legal or regulatory requirements to which they may be subject including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes. It is the responsibility of the overseas Independent H Shareholders wishing to accept the H Share Offer to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such jurisdiction.

Any acceptance of the H Share Offer by any H Shareholder will be deemed to constitute a representation and warranty from such H Shareholder to the Offerors and the Company that all applicable legal and regulatory requirements to which they may be subject have been complied with and that the H Share Offer can be extended to and/or accepted by such H Shareholder lawfully under such requirements. H Shareholders should consult their professional advisers if in doubt.

This Form of Acceptance should be read in conjunction with the Composite Document. Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

Independent H Shareholders are advised to read carefully the Composite Document before deciding whether or not to accept the H Share Offer. To accept the H Share Offer made by Somerley Capital on behalf of the Offerors, you should complete and sign this Form of Acceptance and forward this Form of Acceptance, together with the relevant H 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 H Share(s) in respect of which you wish to accept the H Share Offer, by post or by hand, in an envelope marked "Wumart H Share Offer", to the Registrar, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Registrar at the aforesaid address no later than 4:00 p.m. on Thursday, 21 January 2016 or such later time and/or date as the 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.

FORM OF ACCEPTANCE IN RESPECT OF THE H SHARE OFFER

To: The Offerors and Somerley Capital

1. My/Our execution of this Form of Acceptance (whether or not such form is dated) will be binding on my/our successors and assignees, and will constitute:
 - (a) my/our irrevocable acceptance of the H Share Offer made by Somerley Capital on behalf of the 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 H Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to the Offerors, Somerley Capital 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 after deducting all sellers' 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 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 H 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 of the date of receipt of all the relevant documents by the Registrar to render the acceptance under the H Share Offer complete and valid:
(Insert name and address of the person to whom the cheque is to be sent if different from the registered H Shareholder or the first-named of joint registered H Shareholders.)

Name: (in block letters)
 - (c) my/our irrevocable instruction and authority to each of the Offerors and/or Somerley Capital 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 H Share(s) 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 in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to the Offerors, Somerley Capital 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 H Share Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offerors, or such person or persons as it may direct the H Shares in respect of which such person or persons has/have accepted the H Share 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 H Share(s) tendered for acceptance under the H Share Offer to the Offerors or such person or persons as it may direct free from all liens, charges, equities, adverse interests, options, claims, and encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date of the Joint Announcement or subsequently becoming attached to them, including without limitation the right to receive in full all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offerors and/or Somerley Capital 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; and
 - (g) my/our irrevocable instruction and authority to the Offerors and/or Somerley Capital or their respective agent(s) to collect from 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 (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 H Share certificate(s) subject to the terms and conditions of the H Share Offer as if it was/they were H Share certificate(s) delivered to the Registrar together with this Form of Acceptance.
2. I/We understand that acceptance of the H Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offerors and Somerley Capital that (i) the number of H Share(s) specified in this Form of Acceptance will be sold free from all liens, charges, equities, adverse interests, options, claims, and encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date of the Joint Announcement or subsequently becoming attached to them, including without limitation the right to receive in full all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement; and (ii) I/We have not taken or omitted to take any action which will or may result in the Offerors, Somerley Capital or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the H Share Offer or his/her acceptance thereof, and is permitted under all applicable laws 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.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the H Share 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 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 H 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 H Share certificate(s) has/have been collected by the Offerors and/or Somerley Capital or their respective agent(s) from the Registrar on your behalf, you will be sent such H Share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant H 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 H Share(s) which are to be held by you on the terms and conditions of the H Share Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, H 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 H 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 my/our H Share(s) to the Offerors by way of acceptance of the H Share Offer.
6. I/We warrant to the Offerors and Somerley Capital 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 H Share 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 Offerors and the Company that I/we shall be fully responsible for payment of any transfer or other taxes duties imposed by whomsoever payable in respect of that jurisdiction 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, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our H Shares sold to the Offerors by way of the H Share Offer will be registered under the name of the Offerors or their nominees.

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或持牌證券交易商或註冊證券機構或其他代理商，以便轉交買主或承讓人。

對海外H股股東提出H股要約及／或彼等能否參與H股要約可能受到彼等居住或所屬相關司法權區的法律規限。海外H股股東須遵守彼等或需遵守的任何適用法律或監管規定，包括取得任何政府、外匯管制或其他方面的同意，或進行存檔及登記以及支付任何轉讓或其他稅項。有意接納H股要約的海外獨立H股股東有責任為令彼等自身就此全面遵守相關司法權區的法律，包括在該司法權區取得可能規定的任何政府、外匯管制或其他方面的同意，或辦理其他必要手續及支付任何適當的發行、轉讓或其他稅項。

任何H股股東作出的對H股要約的接納將被視為構成該H股股東向要約人及本公司作出的聲明及保證，表明已遵守彼等或需遵守的所有適用法律及監管規定，且H股要約可根據有關規定合法向該H股股東呈呈及／或由該H股股東合法接納。倘有疑問，H股股東應諮詢彼等專業顧問之意見。

本接納表格應與綜合文件一併閱讀。除文義另有規定外，本表格所用詞彙與綜合文件所界定者具相同涵義。

本接納表格填寫方法

獨立H股股東決定是否接納H股要約前，務請細閱綜合文件。閣下如欲接納新百利融資代表要約人提出的H股要約，應填妥及簽署本接納表格，連同閣下欲接納H股要約之H股股份數目之相關H股股票及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之彌償保證或該等彌償保證）（信封面須註明「物美H股要約」），於實際可行情況下盡快放入信封郵寄或專人送交過戶登記處（地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖），惟無論如何必須於二零一六年一月二十一日（星期四）下午四時正或要約人根據收購守則可能釐定及公佈之有關較後時間及／或日期前送達過戶登記處之上述地址。綜合文件附錄一所載之條文納入本接納表格並構成其中一部份。

H股要約之接納表格

致：要約人及新百利融資

1. 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：

(a) 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H股股份數目，不可撤回地接納綜合文件所載由新百利融資代表要約人提出之H股要約；

(b) 本人／吾等不可撤回地指示及授權要約人、新百利融資或彼等各自之代理，各自就本人／吾等根據H股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H股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過戶登記處接獲所有相關文件致使H股要約項下之接納為完整及有效之日起計七個營業日內，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；

（倘收取支票之人士並非登記H股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）

(c) 本人／吾等不可撤回地指示及授權要約人及／或新百利融資及／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；

(d) 本人／吾等不可撤回地指示及授權要約人、新百利融資或彼等任何一方可能指定之一名或多名人士代表接納H股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H股要約之一名或多名人士之H股股份歸要約人或其可能指定之一名或多名人士所有；

(e) 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H股要約提交之H股轉讓予要約人或其可能指定之有關人士，該等股份不附帶一切任何性質之留置權、押記、衡平權、不利權益、期權、申索權及產權負擔、優先認購權及任何其他第三方權利，並連同於聯合公告日期附帶或其後附帶之所有權利（包括但不限於收取於聯合公告日期或之後宣派、作出或派付之一切股息（不論末期或中期）及其他分派（如有）之權利）一併轉讓；

(f) 本人／吾等同意追認要約人及／或新百利融資及／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；及

(g) 本人／吾等不可撤回地指示及授權要約人及／或新百利融資或彼等各自之代理，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或該等彌償保證）。憑此向過戶登記處領取本人／吾等就H股應獲發之H股股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處根據H股要約之條款及條件持有該等H股股票，猶如該（等）H股股票已連同本接納表格一併送交過戶登記處。

2. 本人／吾等明白本人／吾等接納H股要約，將被視為構成本人／吾等向要約人及新百利融資保證(i)本接納表格所註明H股股份數目將在不附帶一切任何性質之留置權、押記、衡平權、不利權益、期權、申索權及產權負擔、優先認購權及任何其他第三方權利，並在附帶於聯合公告日期或其後所附一切權利，包括但不限於收取所有於聯合公告日期或其後宣派、作出或派付之股息（不論末期或中期）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要約人、新百利融資或任何其他人士違反任何地區與H股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H股要約及其任何修訂，而根據所有適用法例，該接納為有效及具有約束力。

3. 倘按H股要約之條款本人／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／或其他所有權文件（及／或就此所需並令人信納之彌償保證或該等彌償保證）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，或如未有列明姓名及地址，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：倘閣下交出一份或以上過戶收據，而要約人及／或新百利融資或彼等各自之代理已代表閣下從過戶登記處領取有關H股股票，則發還予閣下者將為該（等）H股股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部份H股之相關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或該等彌償保證），由閣下按H股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、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彌償保證或該等彌償保證）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。

5. 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股股份數目之登記H股股東，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，向要約人出售及移交本人／吾等之H股股份之所有權及擁有權。

6. 本人／吾等向要約人及新百利融資保證，本人／吾等已遵守在本公司股東名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納H股要約方面之法例，包括獲得任何所需之政府、外匯管制或其他同意及任何註銷或存檔，及辦理一切必須之手續或遵守法律規定。

7. 本人／吾等向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／吾等地址所在司法權區關於本人／吾等接納H股要約方面任何人士就該司法權區所施加應付之任何轉讓或其他稅項承擔全部責任。

8. 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。

9. 本人／吾等知悉，本人／吾等以H股要約之方式向要約人出售之H股股份將以要約人或其代名人義登記。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offerors, Somerley Capital 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 H 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 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 the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the H Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offerors and/or its agents such as the financial advisers and the Registrar;
- compiling statistical information and H Shareholder profiles;
- establishing benefit entitlements of the H Shareholders under the H Share Offer;
- 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 Offerors or the Registrar; and

- any other incidental or associated purposes relating to the above and other purpose to which the H 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 Offerors and/or Somerley Capital 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 Offerors, Somerley Capital, 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 Offerors and/or Somerley Capital 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 Offerors and/or Somerley Capital 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 Offerors and/or Somerley Capital 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 Offerors and/or Somerley Capital 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 Offerors, Somerley Capital 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

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於約人、新百利融資及過戶登記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(「該條例」)之政策及慣例。

1. 收集閣下個人資料之理由

如接納閣下H股之H股要約，閣下須提供所需之個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤，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或遵循本接納表格及綜合文件載列之條款及申請程序；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關H股之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及/或其代理(例如財務顧問)及過戶登記處發佈通訊；
- 編製統計資料及H股股東資料；
- 確立H股要約項下H股股東之獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關要約人或過戶登記處業務之任何其他用途；及

- 有關上文所述任何其他附帶或關連用途及H股股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人及/或新百利融資及/或過戶登記處為達致上述或有關任何上述之用途，可能作出必需之查詢，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個人及實體披露、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：

- 要約人、新百利融資、其任何代理及過戶登記處；
- 為要約人及/或新百利融資及/或過戶登記處之業務經營提供行政、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個人或機構，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
- 要約人及/或新百利融資及/或過戶登記處於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

根據該條例之規定，閣下可確認要約人及/或新百利融資及/或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，要約人及/或新百利融資及/或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別之資料之所有請求，須提交予要約人、新百利融資或過戶登記處(視情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。