

Unless the context otherwise requires, terms used in this form of acceptance shall bear the same meanings as those defined in the scheme document dated 22 August 2016 (the "Scheme Document") issued jointly by AUPU Group Holding Company Limited and Upwind Holding Company Limited.

除文義另有所指外，本接納表格所用詞彙與奧普集團控股有限公司及迎風控股有限公司於二零一六年八月二十二日聯合刊發之計劃文件（「計劃文件」）所界定者具有相同涵義。

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

閣下如欲接納購股權要約，請使用本接納及註銷表格。

# AUPU

**AUPU GROUP HOLDING COMPANY LIMITED**

**奧普集團控股有限公司**

(Incorporated in the Cayman Islands as an exempted company with limited liability)  
(於開曼群島註冊成立的獲豁免有限公司)

(Stock Code: 00477)  
(股份代號: 00477)

**FORM OF ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS  
ISSUED BY AUPU GROUP HOLDING COMPANY LIMITED**

**接納及註銷奧普集團控股有限公司  
發行之購股權的表格**

To be completed in full 每項均須填寫

**IN CONSIDERATION FOR THE OPTION CANCELLATION PRICE** stated below, the Optionholder named below hereby accepts the Option Offer and agrees to the surrender for cancellation the number of Share Option(s) specified below, upon and subject to the terms and conditions contained herein and in the Option Offer Letter and the Scheme Document.

下述購股權持有人謹此按下列購股權金額接納購股權要約並同意交回下列數目的購股權以供註銷，惟須遵守本表格、購股權要約函件及計劃文件內之條款及條件。

Date of grant of Share Options 購股權授出日期	8 June 2007 二零零七年六月八日	
Exercise price per Share 每股行使價	HK\$2.07 2.07港元	
Number of Share Option(s) that you wish to tender for acceptance under the Option Offer 交回以接納購股權要約之購股權數目	FIGURES 數目	
	WORDS 大寫	
Details of Optionholder 購股權持有人資料	Family name 姓氏	Forename 名字
	Address 地址	
	Telephone number 電話號碼	
Option Cancellation Price 購股權註銷價	The cancellation price of HK\$0.64 per Share Option payable in cash by the Offeror 要約人須以現金支付予購股權持有人每份購股權0.64港元的註銷價	

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

日期：二零一六年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Signed by the Optionholder in the presence of:  
購股權持有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： \_\_\_\_\_

\_\_\_\_\_  
Signature of the Optionholder  
購股權持有人簽署

**THIS FORM OF ACCEPTANCE AND CANCELLATION 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.

BNP Paribas Securities is making the Option Offer on behalf of the Offeror. The making of the Option Offer to the Optionholders having registered address outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Optionholder having registered address outside of Hong Kong, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Option 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 Option Offer. Acceptance of the Option Offer by you will constitute a warranty by you to the Offeror, Crista Universal, BNP Paribas Securities and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option 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 other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

This form of acceptance should be read in conjunction with the Option Offer Letter and the Scheme Document.

The Option Offer is conditional upon the Scheme becoming effective. Optionholders are advised to read the Option Offer Letter and the Scheme Document before completing this form of acceptance. To accept the Option Offer made by BNP Paribas Securities on behalf of the Offeror, you should complete and sign this form of acceptance overleaf and return this entire form together with the relevant certificate(s) or other documents evidencing the grant of the Share Option(s) to you and any documents of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or in respect of part of your holding of Share Options to the Company at **Unit A, 6/F Queen's Centre, 58-64 Queen's Road East, Wan Chai, Hong Kong (marked for the attention of the "Company Secretary") by no later than 4:30 p.m. (Hong Kong time) on Wednesday, 12 October 2016 (or such other date and time as may be notified to you by BNP Paribas Securities or the Offeror with the permission of the Executive).** The provisions of the Option Offer Letter are incorporated into and form part of this form of acceptance.

**FORM OF ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS**

**To: The Offeror, BNP Paribas Securities and the Company**

1. My execution of this form of acceptance shall be binding on my successors and assigns, and shall constitute:
  - (a) my irrevocable acceptance of the Option Offer made by BNP Paribas Securities on behalf of the Offeror, as contained in the Option Offer Letter and the Scheme Document, for the Option Amount and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Share Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder of, in respect of all such Share Options as to which I am registered as the Optionholder;
  - (b) my irrevocable instruction and authority to each of BNP Paribas Securities, the Offeror, the Offeror Director or their respective agent(s) to: (i) send a cheque crossed "Not negotiable — account payee only" in Hong Kong dollars drawn in my favour for the relevant Option Amount to which I shall have become entitled under the terms of the Option Offer, by ordinary post at my own risk to the address provided in this form of acceptance within seven Business Days of the later of: (A) the Scheme becoming effective; and (B) the receipt of a validly completed form of acceptance;
  - (c) my authorisations to BNP Paribas Securities, the Offeror and the Company, jointly and severally, or any director or officer of BNP Paribas Securities, the Offeror or the Company or any agent of such person to do all acts and things and to execute any document as may be necessary or desirable to give effect to, or in consequence, of the acceptance I have made on this form of acceptance;
  - (d) my 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 cancel my Share Option(s) surrendered for cancellation under the Option Offer; and
  - (e) my agreement to confirm and ratify each and every act or thing which may be done or effected by the Offeror, the Offeror Director, BNP Paribas Securities and/or the Company or 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 and in the Option Offer Letter.
2. I understand that acceptance of the Option Offer by me will be deemed to constitute a warranty by me to the Offeror, the Offeror's Director, BNP Paribas Securities and the Company that the number of Share Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder of, in respect of all such Share Options as to which I am registered as the Optionholder, is/are valid and subsisting, is/are hereby surrendered and renounced free from all liens, charges, mortgages, encumbrances, rights of pre-emption and any other third-party rights of any nature and together with all rights attaching to them as on or after the date of the Scheme Document.
3. I enclose the relevant option certificate(s) (if applicable) for the whole/part of my holding of Share Option(s) which is/are surrendered for cancellation on the terms and conditions of the Option Offer. I understand that no acknowledgment of receipt of any form of acceptance and/or the relevant certificate(s) or other document evidencing the grant of the Share Option(s) or other documents of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
4. I understand that any outstanding option certificate(s) (if applicable) in respect of such outstanding Share Option(s) shall become void once that outstanding Share Option(s) have been cancelled as a result of my acceptance of the Option Offer pursuant to my decisions shown on this form of acceptance.
5. I hereby warrant and represent to the Offeror, Crista Universal, BNP Paribas Securities and the Company that I am the registered holder of the number of Share Option(s) specified in this form and I have the full right, power and authority to surrender the Share Option(s) for cancellation by way of acceptance of the Option Offer.
6. I warrant to the Offeror, Crista Universal, BNP Paribas Securities and the Company that I have observed and am permitted under all applicable laws and regulations where my address is located as set out in this form of acceptance to accept the Option Offer, and any revision thereof; and that I 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 have paid all issue, transfer or other taxes or other required payments due from me in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I warrant to the Offeror, Crista Universal, BNP Paribas Securities and the Company that I shall be fully responsible for payment of any transfer or other taxes or duties payable by me in connection with my acceptance of the Option Offer.
8. I acknowledge that, save as expressly provided in the Option Offer Letter, the Scheme Document and this form of acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
9. I warrant that I have read, understood and agreed to the terms and conditions of the Option Offer (including without limitation those set out in the Option Offer Letter, the Scheme Document and this form of acceptance).

**本接納及註銷表格乃重要文件，閣下須即時處理。**

閣下如對本接納表格的任何方面或應採取的行動有任何疑問，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。

法國巴黎證券正代表要約人提出購股權要約。向註冊地址位於香港境外之購股權持有人提出購股權要約或會受到有關司法管轄區之法律影響。倘閣下為註冊地址位於香港境外之海外購股權持有人，閣下應自行瞭解及遵守任何適用法律或監管規定。閣下如欲接納購股權要約，須自行確信全面遵守有關司法管轄區之相關法律及法規，包括取得一切所需之政府、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。閣下將須就接納購股權要約應付之任何有關發行、轉讓或其他稅項負責。閣下接納購股權要約，即構成閣下向要約人、羽冠寰宇、法國巴黎證券及本公司保證其已遵守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收及接納購股權要約及其任何修訂，而閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他方面之同意，並已支付閣下於任何地區接納而應付之所有發行、轉讓或其他稅項或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。

**本接納表格之填寫方法**

本接納表格應與購股權要約函件及計劃文件一併閱讀。

購股權要約以計劃生效為前提條件。購股權持有人於填寫本接納表格前，務請先閱讀購股權要約函件及計劃文件。閣下如欲接納法國巴黎證券代表要約人所作的購股權要約，應填妥並簽署本接納表格背頁，並將整份表格，連同有關證書或其他閣下獲授購股權的文件及閣下所持之所有或部份購股權的任何所有權或權益文件(及/或任何就此所需之一份或多份令人信納之任何彌償保證書)一併交回本公司，地址為香港灣仔皇后大道東58-64號帝后商業中心6樓A室(收件人:「公司秘書」)，無論如何不得遲於二零一六年十月十二日(星期三)下午四時三十分(香港時間)(或法國巴黎證券或要約人經執行人員准許可能知會閣下之較後時間及日期)。購股權要約函件之條文已載入並構成本接納表格之一部份。

**購股權之接納及註銷表格**

致：要約人、法國巴黎證券及本公司

1. 本人簽署本接納表格將對本人的繼承人及承讓人有約束力，即表示：

- (a) 本人不可撤回地接納由法國巴黎證券代表要約人提出並載於購股權要約函件及計劃文件的購股權要約以收取購股權金額，按本接納表格及購股權要約函件及計劃文件所載有關條款與條件接納收購本表格上所填購股權數目，如未有指定購股權數目或指定購股權數目較本人以購股權持有人名義登記的購股權數目為多，則接納收購本人以購股權持有人名義登記持有的全部購股權；
- (b) 本人不可撤回地指示並授權法國巴黎證券、要約人、要約人董事或彼等各自的代理，將(i)本人根據購股權要約的條款應得的相關購股權金額以「不得轉讓—只准入抬頭人賬戶」方式開出劃線支票(以港幣)，於下列兩者較晚發生日期起計七個營業日內以平郵方式寄至本接納表格所載地址，郵誤風險概由本人自行承擔：(A)計劃生效；及(B)接獲有效完整的接納表格；
- (c) 本人授權法國巴黎證券、要約人及本公司(共同及個別地)，或法國巴黎證券、要約人或本公司的任何董事或高級人員或他們的任何代理人作出因實施本人在本接納表格上所作出的接納或據此而引致的任何必要或適當的行為及事項及簽立任何文件；
- (d) 本人承諾於必要或適當時簽署其他文件並辦理其他手續，以註銷本人就接納購股權要約而交回之購股權；及
- (e) 本人同意確認及追認要約人、要約人董事、法國巴黎證券及/或本公司或彼等各自的代理或其在本表格及購股權要約函件所載的任何授權時可能指定的任何人士可能進行或實施的任何行動或事宜。

2. 本人明白本人接納購股權要約將被視為構成本人向要約人、要約人董事、法國巴黎證券及本公司作出保證，本表格所列購股權數目(或倘無列明購股權數目或所列的購股權數目高於本人以購股權持有人名義登記的數目，則就本人以購股權持有人名義登記的全部購股權而言)為有效且存續的，並表示交回及放棄該等購股權，且不附有任何留置權、押記、抵押、產權負擔、優先購買權及任何其他性質的第三者權益，並確保該等購股權可享有於計劃文件日期或之後所附帶的一切權利。

3. 本人茲附上本人所持全部/部分購股權之有關購股權證書(如適用)，交回本人按照購股權要約之條款及條件予以註銷。本人明白將不會就任何接納表格及/或有關證書或其他本人獲授購股權的文件或其他所有權或權益文件(及/或任何就此所需之一份或多份令人信納之任何彌償保證書)獲發收訖通知書。本人亦明白所有文件將以平郵方式寄出，郵誤風險概由本人自行承擔。

4. 本人明白當未行使購股權根據本人於本接納表格所示決定就本人接納購股權要約而被註銷，則就有關未行使購股權的任何未行使購股權證書(如適用)應即告無效。

5. 本人謹此向要約人、羽冠寰宇、法國巴黎證券及本公司保證及聲明，本人為本表格所列明購股權數目的登記持有人，而本人有充分的權利、權力及授權透過接納購股權要約交回該等購股權以供註銷。

6. 本人向要約人、羽冠寰宇、法國巴黎證券及本公司保證，本人已遵守本人於本接納表格所列地址所有適用法律及法規以及根據該等適用法律及法規獲允許接納購股權要約及其任何修訂；而本人已取得任何所需政府、外匯管制或其他方面之同意，及作出所有必要手續或遵守監管或法律規定所規定之一切登記或存檔；且本人已支付本人就該接納應付之所有發行、轉讓或其他稅項或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力。

7. 本人向要約人、羽冠寰宇、法國巴黎證券及本公司保證，本人須就支付關於本人接納購股權要約應付之任何轉讓或其他稅項或徵費承擔全部責任。

8. 本人明白除購股權要約函件、計劃文件及本接納表格指明者外，所有特此作出的接納、指示、授權及承諾乃不可撤回。

9. 本人保證本人已閱讀、明白並同意購股權要約的條款及條件(包括但不限於購股權要約函件、計劃文件及本接納表格所載者)。

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Crista Universal, BNP Paribas Securities and the Company 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 Option Offer for your Share Option(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 Option Amount to which you are entitled under the Option 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, the Option Offer Letter and the Scheme Document;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, Crista Universal and/or the Company and/or their respective agents, officers and advisers;
- establishing benefit entitlements of the Optionholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claim on entitlements;
- any other purpose in connection with the business of the Offeror, Crista Universal and the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Crista Universal and/or the Company and/or BNP Paribas Securities to discharge its obligations to the Optionholders and/or under applicable regulations and other purpose to which the Optionholders 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 and/or Crista Universal and/or BNP Paribas Securities and/or the Company 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, Crista Universal, BNP Paribas Securities, the Company and/or any of their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Crista Universal and/or BNP Paribas Securities and/or the Company;
- 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 Offeror and/or Crista Universal and/or BNP Paribas Securities and/or the Company considers 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 Crista Universal and/or BNP Paribas Securities and/or the Company 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/or Crista Universal and/or BNP Paribas Securities and/or the Company 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, Crista Universal, BNP Paribas Securities or the Company (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、羽冠寰宇、法國巴黎證券及本公司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

倘閣下欲就閣下之購股權而接納購股權要約，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購股權要約應得之購股權金額。

#### 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、購股權要約函件及計劃文件載列之條款及申請手續；
- 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、羽冠寰宇及/或本公司及/或彼等各自之代理、高級職員及顧問之通訊；
- 確立購股權持有人之獲益權利；
- 按法例、規則或規例規定(無論法定其他規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、羽冠寰宇及本公司業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或令要約人及/或羽冠寰宇及/或本公司及/或法國巴黎證券得以履行彼等對購股權持有人及/或適用法規項下之責任，及購股權持有人可能不時同意或知悉之其他用途。

#### 3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟要約人及/或羽冠寰宇及/或法國巴黎證券及/或本公司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、羽冠寰宇、法國巴黎證券、本公司及/或彼等任何代理、高級職員及顧問；
- 為要約人及/或羽冠寰宇及/或法國巴黎證券及/或本公司提供行政、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、會計師或持牌證券商或註冊證券機構；及
- 要約人及/或羽冠寰宇及/或法國巴黎證券及/或本公司認為必需或適當情況下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/或羽冠寰宇及/或美銀美林及/或本公司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/或羽冠寰宇及/或法國巴黎證券及/或本公司可就獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約人、羽冠寰宇、法國巴黎證券或本公司(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。