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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 composite document dated 21 November 2019 (the “Composite Document”) jointly issued by China Huaneng Group Co., Ltd.\* and Huaneng Renewables Corporation Limited\*.

除文義另有所指外，本接納表格所用詞彙與中國華能集團有限公司及華能新能源股份有限公司於2019年11月21日聯合刊發的綜合文件（「綜合文件」）所界定者具有相同涵義。

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



華能新能源股份有限公司

Huaneng Renewables Corporation Limited\*

(A joint stock company incorporated in the People’s Republic of China with limited liability)

(於中華人民共和國註冊成立之股份有限公司)

(Stock Code: 0958)

(股份代號：0958)

To be completed in all respects except the sections marked “Do not complete”

除註明「請勿填寫本欄」的部分外，每項均須填寫

FORM OF ACCEPTANCE AND TRANSFER OF H SHARES OF RMB 1.00 EACH IN THE ISSUED SHARE CAPITAL OF HUANENG RENEWABLES CORPORATION LIMITED\*

華能新能源股份有限公司  
已發行股本中每股面值人民幣1.00元之H股股份之接納及轉讓表格  
TO ACCEPT THE H SHARE OFFER (Please refer to the note)  
接納H股收購要約(請參閱附註)  
Box A 甲欄

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. 根據本表格及隨附的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的H股股份轉讓予下列「承讓人」。		
Number of H Shares tendered for acceptance 閣下提呈接納的H股股份數目	FIGURES 數目	WORDS 大寫
H Share certificate number(s) H股股票編號		
TRANSFEROR(s) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN 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	First name 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$3.17 in cash for each H Share tendered for acceptance and to be taken up by China Huaneng 以現金3.17港元接納每股提呈接納並獲中國華能承購的H股股份	
TRANSFEEE 承讓人	Name: 名稱：	China Huaneng Group Co., Ltd.* 中國華能集團有限公司
	Correspondence address: 通訊地址：	No. 23A, Fuxing Road, Haidian District, Beijing, the PRC 中國北京市海澱區復興路甲23號
	Occupation 職業：	Corporation 法團
SIGNED by the transferor(s) to this transfer, this _____ day of, _____ 由是項轉讓之轉讓人於_____年_____月_____日簽署		

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 or smaller 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股收購要約之H股總數。倘並無填上數目或所填數目大於或小於閣下登記持有之H股或作接納H股收購要約之實物H股，而閣下已簽署本表格，則本表格將退回予閣下進行更正及重新遞交。任何經更正之表格必須於接納H股收購要約之最後期限或之前自行重新提交並送達過戶登記處。

Please SIGN BELOW in the capacity as the Transferor(s) to accept the H Share Offer. All joint holders must sign.  
Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address as indicated below.

倘閣下接納H股收購要約，請於下方簽署，以作為轉讓人接納H股收購要約。所有聯名持有人均須簽署。  
閣下應在另一名並非聯名持有人的18歲或以上人士的見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。

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) or its duly authorised agent(s)/Company chop, if applicable  
轉讓人或其正式授權代理人簽署／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 REGISTERED HOLDERS MUST SIGN HERE  
所有聯名登記持有人均須於本欄簽署

DO NOT COMPLETE 請勿填寫本欄	
Signed by or on behalf of the Transferee 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 _____	For and on behalf of 代表 China Huaneng Group Co., Ltd.* 中國華能集團有限公司  Signature(s) of Transferee or its duly authorised agent(s): 承讓人或其正式授權代理人簽署： _____
Date of signing by Transferee 由承讓人簽署日期 _____	

\* 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 of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. If you have sold or transferred all your H Shares, you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser or transferee 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 H Share Offer is in respect of a company incorporated in the People's Republic of China and listed in Hong Kong and is therefore subject to the disclosure and procedural requirements of laws, regulations and rules in Hong Kong which may be different from those in other jurisdictions. The ability of H Shareholders who are citizens, residents or nationals of jurisdictions outside of Hong Kong to participate in the Huaneng Renewables H Share Offer may be subject to the laws and regulations of the relevant jurisdictions. It is the responsibility of each of the relevant H Shareholders to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such H Shareholder in such relevant jurisdictions as a result of acceptance of the H Share Offer.

**Any acceptance by any H Shareholder will be deemed to constitute a representation and warranty from such H Shareholder to China Huaneng and Huaneng Renewables that all local laws and requirements have been complied with and that the H Share Offer can be accepted by such H Shareholder lawfully under the laws of the relevant jurisdiction. H Shareholders should consult their professional advisers if in doubt.**

This Form of Acceptance should be read in conjunction with the Composite Document. All words and expressions defined in the Composite Document shall, unless the context otherwise requires, have the same meanings when used in this Form of Acceptance.

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

You should read the Composite Document before completing this Form of Acceptance. To accept the H Share Offer made by CLSA Limited for and on behalf of China Huaneng at HK\$3.17 per H Share in cash, you should duly 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for not less than the number of H Shares in respect of which you wish to accept the H Share Offer, by post or by hand to the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong in an envelope marked **"Huaneng Renewables Corporation Limited — H Share Offer"** as soon as possible after receipt of this Form of Acceptance but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on Monday, 20 January 2020 (being the First Closing Date) or such later time and/or date as China Huaneng may determine and announce in compliance with the Takeovers Code. Unless the H Share Offer is extended in accordance with the Takeovers Code, no Form of Acceptance received after 4:00 p.m. (Hong Kong time) on the Closing Date will be accepted.

If you require any assistance in completing this Form of Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the H Share Offer, please contact the Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

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

**To: China Huaneng and CLSA Limited**  
**To: Huaneng Renewables and the Registrar**

1. My/Our execution of this Form of Acceptance shall also be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our acceptance of the H Share Offer made by CLSA Limited for and on behalf of China Huaneng in respect of the number of H Shares inserted in Box A of this Form of Acceptance and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, and such acceptance shall be irrevocable except in the circumstances that such accepting H Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code;
  - (b) my/our irrevocable instruction and authority to each of China Huaneng, CLSA Limited, the Registrar and/or their respective agent(s) to send a cheque marked "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 (taking into account of 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 own 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 Registers;  
(Please insert name and address of the person to whom the cheque should be sent (if different from the registered H Shareholder or the first-named of joint registered H Shareholders))  
Name: (in block capitals) \_\_\_\_\_  
Address: (in block capitals) \_\_\_\_\_
  - (c) my/our irrevocable instruction and authority to each of the China Huaneng, CLSA Limited, the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the 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 each of the China Huaneng, CLSA Limited and/or such person or persons as any of them may direct to complete, amend 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 China Huaneng and/or such person or persons as it may direct my/our H Share(s) tendered for acceptance under the H Share Offer;
  - (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the H Share Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, including any extension of the terms of such H Share Offer. Also my/our instruction and authority to each of China Huaneng, CLSA Limited and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such extension of the terms of the H Share Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;
  - (f) 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 China Huaneng or such person or persons as it may direct free from all options, liens, claims, equities, charges, 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 Rule 3.5 Announcement or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, declared, and where the record date for such entitlement is on or after the date of the Rule 3.5 Announcement;
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the China Huaneng, CLSA Limited and/or the Registrar and/or their respective agents or such person or persons as any of them may direct on the exercise in good faith of any rights contained herein; and
  - (h) my/our irrevocable instruction and authority to the China Huaneng, CLSA Limited and/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) (if applicable), 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/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 China Huaneng and CLSA Limited that (i) the number of H Share(s) specified in this Form of Acceptance are fully paid and sold by me/us free from all options, liens, claims, equities, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attached to them as at the date of the Rule 3.5 Announcement or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, declared, and where the record date for such entitlement is on or after the date of the Rule 3.5 Announcement; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, in connection therewith, including the obtaining of any governmental, exchange, control, regulation or other consents which may be required or the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction. I/We shall be fully responsible for payment of any transfer or other taxes and duties imposed by whomsoever payable in respect of that jurisdiction. I/We have not taken or omitted to take any action which will or may result in China Huaneng, Huaneng Renewables or CLSA Limited or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the H Share Offer or my/our acceptance thereof, and am/are 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 in which event, I/we authorise and request China Huaneng, CLSA Limited and the Registrar and/or such person or persons as any of them may direct 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 requested in respect thereof) (if applicable), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(b) above or, if no name or 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 Registers.  
*Note: 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 any of China Huaneng, CLSA Limited and/or any of their agent(s) from Huaneng Renewables or the Registrar on my/our behalf, such H Share certificate(s) will be returned to me/us in lieu of the transfer receipt(s).*
4. 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 required in respect thereof) (if applicable) for the whole or part of my/our holding of H Share(s) which are to be held by China Huaneng, CLSA Limited and the Registrar and/or such person or persons as any of them may direct 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), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We represent and warrant to each of China Huaneng, CLSA Limited and the Registrar and/or such person or persons as any of them may direct that I am/we are the registered H Shareholder(s) of the number of H Share(s) specified in this Form of Acceptance and I/we have the full power and authority to tender, sell, assign or transfer my/our H Share(s) (together with all rights accruing or attaching thereto) to China Huaneng by way of acceptance of the H Share Offer.
6. It is the responsibility of each of the relevant H Shareholders to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such H Shareholder in such relevant jurisdictions.
7. Any acceptance by any H Shareholder will be deemed to constitute a representation and warranty from such H Shareholder to China Huaneng and Huaneng Renewables that all applicable local laws and requirements have been complied with and that the H Share Offer can be accepted by such H Shareholder lawfully under the laws of the relevant jurisdiction. H Shareholders should consult their professional advisers if in doubt. I/We warrant to China Huaneng and Huaneng Renewables that I/we shall be fully responsible for payment of any transfer or other taxes duties imposed by whatsoever payable in respect of the jurisdiction where my/our address is located as set out in the Registers 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 acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our H Shares sold to China Huaneng by way of the H Share Offer will be registered under the name of China Huaneng or its nominees.

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方面或應採取之行動有任何疑问，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。閣下如已售出或轉讓名下所有H股股份，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持牌證券交易商或註冊證券機構或經手買賣或轉讓之其他代理商，以便轉交買主或承讓人。

H股收購要約就在中華人民共和國註冊成立及在香港上市之公司作出，故須遵守香港的法律、規則及規則所規定的披露及程序要求，可能有別於其他司法權區之規定。屬於香港以外司法權區之公民、居民或國民之H股股東參與華能新能源H股收購要約之能力，可能須受相關司法權區之法律及規則所規限。有關之H股股東各自有責任自行了解並全面遵守相關司法權區與此相關之法律及規則，包括取得任何政府、外匯管制或其他方面之同意、或進行存檔及登記，以及支付有關之H股股東因接納H股收購要約於相關司法權區應付之任何轉讓或其他稅項。

凡任何H股股東接納，將視為構成該H股股東向中國華能及華能新能源作出聲明及保證其已遵守所有本地法律及規定及有關之H股股東根據相關司法權區之法律可合法地接納H股收購要約。如有任何疑问，H股股東應諮詢其專業顧問。

本接納表格應與綜合文件一併閱讀。除另有指明外，本接納表格所用詞彙與綜合文件內所界定者具有相同涵義。

#### 如何填寫本接納表格

閣下務請細閱綜合文件後填寫本接納表格。閣下如接納由中信里昂證券有限公司代表中國華能提出每股H股股份3.17港元現金之H股收購要約，閣下應填妥及簽署本接納表格，並將整份本接納表格連同不少於閣下欲接納H股收購要約之H股股份數目之相關H股股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用），於收到本接納表格後盡快及無論如何不得遲於2020年1月20日（星期一）（即首個截止日）下午四時正（香港時間）前或中國華能在符合《收購守則》的情況下可能決定及公佈的其他較後時間及／或日期，以郵遞或專人遞送方式送交過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，信封上面請註明「華能新能源股份有限公司－H股收購要約」。除非H股收購要約根據《收購守則》獲延期，否則於截止日下午四時正（香港時間）後收到之接納表格將不獲受理。

閣下如對填寫本接納表格需要任何協助或對H股收購要約之提呈及交收程序或任何其他類似方面有任何疑问，請聯絡過戶登記處，地址為香港灣仔皇后大道東183號合和中心17M樓。

#### H股收購要約之接納表格

致：中國華能及中信里昂證券有限公司

致：華能新能源及過戶登記處

1. 本人／吾等一經簽署本接納表格，本人／吾等之承繼人及受讓人亦將受此約束，並構成：

(a) 本人／吾等遵循綜合文件及本接納表格所載或所指條款，就本接納表格甲欄所指明之H股股份數目接納由中信里昂證券有限公司代表中國華能提出之H股收購要約，而該項接納不可撤銷，除非該名接納之H股股東根據《收購守則》規則19.2或遵照《收購守則》規則17獲授撤回權利之情況則除外；

(b) 本人／吾等不可撤回地指示及授權中國華能、中信里昂證券有限公司、過戶登記處及／或彼等各自之代理，各自將本人／吾等根據H股收購要約之條款應收之現金代價以「不得轉讓－只准抬頭人賬戶」方式劃線開出之支票（經計及本人／吾等就本人／吾等接納H股收購要約應付之賣方從價印花稅），以平郵方式寄至下文所列人士及地址，或下文如無填上姓名及地址，則寄至本人或（如屬聯名登記H股股東）吾等之排名首位者在股東名冊所示之登記地址，有關郵遞風險概由本人／吾等承擔；

（請在本欄填上應收取支票人士之姓名及地址（如與登記H股股東或排名首位者之聯名登記H股股東之姓名及地址不同））

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中國華能、中信里昂證券有限公司、過戶登記處及／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／吾等訂立及簽立按香港法例第117章《印花稅條例》第19(1)條規定本人／吾等作為根據H股收購要約出售H股股份之賣方而須訂立及簽立之成交單據，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中國華能、中信里昂證券有限公司及／或彼等任何一方可能指定之一名或多名有關人士，各自代表本人／吾等填妥、修改及簽署任何有關本人／吾等接納H股收購要約之文件，以及辦理任何其他必需或權宜之手續，以將本人／吾等根據H股收購要約而提呈接納之H股股份，歸屬於中國華能及／或其可能指定之一名或多名有關人士；

(e) 本人／吾等明白本人／吾等簽署本接納表格即被視作根據及遵守綜合文件及本接納表格所載或所指之條款（包括該H股收購要約之條款之任何延長）構成接納H股收購要約。同時，本人／吾等指示及授權中國華能、中信里昂證券有限公司及／或過戶登記處或彼等各自之代理，或彼等任何一方可能就此指定之人士，各自代表本人／吾等接納任何此等H股收購要約條款延長及代表本人／吾等以本人／吾等之名義簽署所有可能需要的該等進一步文件（如有）以使此項接納有效；

(f) 本人／吾等承諾於必需或合宜時簽署該等進一步文件以及以進一步保證之形式作出該等行動及事宜，將本人／吾等根據H股收購要約提呈接納之H股股份轉讓予中國華能或其可能指定之一名或多名有關人士，而不附帶一切選擇權、留置權、索償、衡平權、質押、產權負擔、優先購買權及任何性質的任何其他第三方權利，連同於規則3.5公告日期或其後所附的所有權利，包括全數收取有關權利的記錄日期在規則3.5公告日期或之後的已宣派全部股息及其他分派（如有）的權利；

(g) 本人／吾等同意追認中國華能、中信里昂證券有限公司及／或過戶登記處及／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真誠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

(h) 本人／吾等不可撤回地指示及授權中國華能、中信里昂證券有限公司及／或彼等各自之代理，代表本人／吾等憑藉交回經本人／吾等正式簽署之隨附過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）而從過戶登記處領取就H股股份將發行予本人／吾等之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股收購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股收購要約，將被視為構成本人／吾等向中國華能及中信里昂證券有限公司保證(i)本接納表格所註明的H股股份數目由本人／吾等繳足股款，且出售該等H股將不附帶所有選擇權、留置權、索償、衡平權、質押、產權負擔、優先購買權及任何性質的任何其他第三方權利，連同於規則3.5公告日期或其後所附的所有權利，包括全數收取有關權利的記錄日期在規則3.5公告日期或之後的已宣派全部股息及其他分派（如有）的權利；及(ii)倘本人／吾等之登記地址位於香港以外之司法權區，本人／吾等已全面遵守所有有關司法權區有關該接納之法律，包括取得任何可能規定之政府、外匯管制、規則或其他同意，或遵守其他必要之手續或法律規定，以及繳付於該司法權區應付之任何轉讓費或其他稅項。本人／吾等須就該司法權區繳付任何所應付的任何轉讓費或其他稅項及微費負全責。本人／吾等並無採取或遺漏採取任何行動致使或可能致使中國華能、華能新能源、中信里昂證券有限公司或任何其他人士就H股收購要約或本人／吾等的接納行動違反任何司法權區的法例或監管規定，以及獲所有適用法例的許可收取及接納H股收購要約（或其任何修訂），而根據所有適用法例，有關接納乃屬有效及具約束力。

3. 倘根據H股收購要約之條款，本人／吾等之接納無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人／吾等授權並要求中國華能、中信里昂證券有限公司、過戶登記處及／或彼等任何一方可能指定之一名或多名人士，向本人／吾等退還本人／吾等之H股股票及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用），並連同已正式註銷之本接納表格，一併以平郵方式郵寄予上文第1(b)段所列之姓名和地址，或如無列明姓名和地址，則為本人或（如屬聯名登記H股股東）吾等當中所列首位者於股東名冊所示之登記地址，郵誤風險概由本人／吾等承擔。

附註：倘本人／吾等交回一份或以上過戶收據，而同時中國華能、中信里昂證券有限公司及／或彼等之任何代理人已代表本人／吾等向華能新能源或過戶登記處領取相關之H股股票，則該等H股股票將退還予本人／吾等，而非過戶收據。

4. 本人／吾等茲附上將由中國華能、中信里昂證券有限公司、過戶登記處及／或彼等任何一方可能指定之一名或多名人士根據H股收購要約條款及條件持有之本人／吾等全部或部分H股股份之相關H股股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）。本人／吾等明白任何交回之接納表格、H股股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）概不獲發收據。本人／吾等亦了解所有文件將以平郵方式寄發，郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等向中國華能、中信里昂證券有限公司、過戶登記處及／或彼等任何一方可能指定之一名或多名人士各自作出聲明及保證，本人／吾等為本接納表格所註明之H股股份數目之登記H股股東，而本人／吾等具有十足權力及授權，以接納H股收購要約之方式向中國華能提呈、出售、轉讓或轉移本人／吾等之H股股份（連同其所累算或附帶之一切權利）。

6. 有關之H股股東各自有責任自行了解並全面遵守相關司法權區與此相關之法律及規則，包括取得任何政府、外匯管制或其他方面之同意、或進行存檔及登記，以及支付有關之H股股東於相關司法權區應付之任何轉讓或其他稅項。

7. 凡任何H股股東接納，將視為構成該H股股東向中國華能及華能新能源作出聲明及保證其已遵守所有本地適用法律及規定及有關之H股股東根據相關司法權區之法律可合法地接納H股收購要約。如有任何疑问，H股股東應諮詢其專業顧問。本人／吾等向中國華能及華能新能源保證，本人／吾等須就支付在股東名冊載列本人／吾等地址所在司法權區關於本人／吾等接納H股收購要約方面任何所施加應付之任何轉讓或其他稅項承擔全部責任。

8. 本人／吾等確認，除綜合文件及本接納表格明文規定者外，據此作出之所有接納、指示、授權及承諾均屬不可撤回及無條件。

9. 本人／吾等確認，本人／吾等以H股收購要約之方式向中國華能出售之H股股份將以中國華能或其代名人義登記。

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of China Huaneng, CLSA Limited, Huaneng Renewables and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”).

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

In accepting 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 invalidated, 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 H Share(s) out of your name;
- maintaining or updating the relevant register of holders of the H Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from China Huaneng, Huaneng Renewables, its agents such as financial advisers, and/or the Registrar;
- compiling statistical information and H Shareholder profiles;
- establishing benefit entitlements of the H 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 China Huaneng or Huaneng Renewables; 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 China Huaneng, CLSA Limited, Huaneng Renewables 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:

- China Huaneng, CLSA Limited, Huaneng Renewables, any of their agents and/or advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to China Huaneng, CLSA Limited, Huaneng Renewables 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 institutions in securities; and
- any other persons or institutions whom China Huaneng, CLSA Limited, Huaneng Renewables and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Retention of Personal Data

China Huaneng, Huaneng Renewables, CLSA Limited and/or the Registrar will keep the personal data provided in this Form of Acceptance for such period as may be 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 China Huaneng, CLSA Limited, Huaneng Renewables and/or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, China Huaneng, CLSA Limited, Huaneng Renewables and/or the Registrar has/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 China Huaneng, CLSA Limited, Huaneng Renewables 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

本個人資料收集聲明旨在知會閣下有關中國華能、中信里昂證券有限公司、華能新能源及過戶登記處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

就閣下之H股股份接納H股收購要約時，閣下須提供所需之個人資料。倘未能提供所需資料，可能導致閣下之接納在處理時變成無效、遭拒絕受理或受到延誤。同時亦可能妨礙或延遲寄發閣下根據H股收購要約應得之代價。

#### 2. 用途

閣下於本接納表格提供之個人資料可能使用、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表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義進行之H股股份轉讓；
- 存置或更新相關H股股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 分派來自中國華能、華能新能源、其代理(如財務顧問)及／或過戶登記處之通訊；
- 編製統計資料及H股股東資料；
- 確定H股股東之受益權利；
- 披露相關資料以便申索權益；
- 根據法律、規則或規例之要求(無論法定或其他規定)作出披露；
- 有關中國華能或華能新能源業務之任何其他用途；及
- 有關上文所述之任何其他附帶或關聯用途，以及H股股東可能不時同意或獲通知之其他用途。

#### 3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟中國華能、中信里昂證券有限公司、華能新能源及／或過戶登記處可作出彼等認為必需之查詢，以確認個人資料之準確性，並以達致上述或有關任何上述用途之範圍為限，尤其彼等可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料：

- 中國華能、中信里昂證券有限公司、華能新能源、彼等之任何代理及／或顧問以及過戶登記處；
- 為中國華能、中信里昂證券有限公司、華能新能源及／或過戶登記處提供與其業務營運有關之行政、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
- 中國華能、中信里昂證券有限公司、華能新能源及／或過戶登記處認為必需或適當情況下之任何其他人士或機構。

#### 4. 保留個人資料

中國華能、華能新能源、中信里昂證券有限公司及／或過戶登記處將按有關期間或需收集個人資料之用途保留本接納表格提供之個人資料。毋須保留的個人資料將會根據條例銷毀或處理。

#### 5. 查閱及更正個人資料

根據條例之規定，閣下有權確定中國華能、中信里昂證券有限公司、華能新能源及／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。根據條例，中國華能、中信里昂證券有限公司、華能新能源及／或過戶登記處有權就辦理獲取任何查閱資料之要求收取合理費用。查閱資料或更正資料或查詢有關政策及措施及所持資料類別之所有要求，應向中國華能、中信里昂證券有限公司、華能新能源或過戶登記處(視情況而定)提出。

簽署本接納表格後，即表示閣下同意上述各項。