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Unless the context otherwise requires, terms used herein shall bear the same meanings as those defined in the offer document dated 24 November 2023 (the "Offer Document") issued by Mr. Sze Ching Lau (the "Offeror").

除文義另有所指外，本表格使用之詞彙具有施清流先生（「要約人」）所刊發日期為二零二三年十一月二十四日之要約文件（「要約文件」）所界定者之相同涵義。

THIS BLUE FORM OF CONVERTIBLE BOND OFFER ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE CONVERTIBLE BOND OFFER.

閣下如欲接納可換股債券要約，請使用本藍色可換股債券要約接納及過戶表格。



New Sparkle Roll International Group Limited

新耀萊國際集團有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 970)

(股份代號: 970)

BLUE FORM OF CONVERTIBLE BOND OFFER ACCEPTANCE AND TRANSFER OF THE CONVERTIBLE BONDS ISSUED BY NEW SPARKLE ROLL INTERNATIONAL GROUP LIMITED

新耀萊國際集團有限公司 發行之可換股債券之藍色可換股債券要約接納及過戶表格

To be completed in full 每項均須填寫

Offeror, Mr. Sze Ching Lau

要約人施清流先生

29/F, The Sun's Group Centre, 200 Gloucester Road, Wan Chai, Hong Kong

香港灣仔告士打道200號新銀集團中心29樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accepts the Convertible Bond Offer in respect of the Convertible Bonds held by the Transferor(s) specified below and transfers to the "Transferee" such Convertible Bonds subject to the terms and conditions contained herein and in the Offer Document. 下述「轉讓人」謹此按照本表格及要約文件所載之條款及條件並在其規限下，就以下註明轉讓人所持有之可換股債券接納可換股債券要約，並按下列代價向下述「承讓人」轉讓相關可換股債券。		
Principal amount of the Convertible Bonds to which this acceptance relates (Note) 是項接納涉及之可換股債券本金額 (附註)	AMOUNT 金額	WORDS 大寫
Certificate number(s) 證書編號		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及詳細地址	Surname(s) or Company name(s) 姓氏或公司名稱	Forename 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.225 in cash for every HK\$1.00 face value of the Convertible Bonds 就每份1.00港元面值之可換股債券而言為現金0.225港元	
TRANSFEEE 承讓人	Name 姓名: Sze Ching Lau 施清流 Residential address 住宅地址: Flat F, 8/F, Block 3, Estoril Court, Garden Road, Hong Kong 香港花園道愛都大廈3座8樓F室 Occupation 職業: Merchant 商人	

Signed by or on behalf of the Transferor(s) in the presence of:

轉讓人或其代表在以下見證人見證下簽署:

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表簽署/公司印鑑 (如適用)

Date of signature of this BLUE Form of Convertible Bond Offer Acceptance
簽署本藍色可換股債券要約接納表格之日期

ALL JOINT
HOLDER MUST
SIGN HERE
所有聯名
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:
承讓人或其代表在以下見證人見證下簽署:

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: _____

Date 日期: _____

Sze Ching Lau
施清流
Transferee
承讓人

Note: Insert the principal amount of the Convertible Bonds for which the Convertible Bond Offer is accepted. If no principal amount is inserted or a principal amount in excess of or smaller than your registered holding of the Convertible Bonds is inserted and you have signed this BLUE Form of Convertible Bond Offer Acceptance, this BLUE Form of Convertible Bond Offer Acceptance will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Offeror on or before the latest time of acceptance of the Convertible Bond Offer on the Final Closing Date.

附註: 請填上有關接納可換股債券要約之可換股債券之本金額。如閣下已簽署本藍色可換股債券要約接納表格但並無填上本金額或所填本金額超過或低於閣下登記持有之可換股債券，則本藍色可換股債券要約接納表格將退回予閣下作出更正及重新提交。任何經更正之表格必須重新提交，並於最後截止日期接納可換股債券要約之最後時間或之前由要約人收到。

THIS BLUE FORM OF CONVERTIBLE BOND OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this BLUE Form of Convertible Bond Offer 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 otherwise transferred all your Convertible Bond(s), you should at once hand this BLUE Form of Convertible Bond Offer Acceptance and the Offer Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Shenwan Hongyuan Capital (H.K.) Limited ("Shenwan Hongyuan") is making the Convertible Bond Offer for and on behalf of the Offeror. The making of the Convertible Bond Offer to the CB Holders with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdiction. CB Holders who are citizens or residents or nationals of jurisdictions outside Hong Kong should inform themselves about and observe any applicable legal requirements. It is your responsibility to satisfy yourself 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 or legal requirements and the payment of any transfer or other taxes or other required payments due from you in respect of such jurisdiction in connection with the acceptance of the Offers. The Offeror, the Offeror Concert Parties, the Company, Shenwan Hongyuan, the Share Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates (whichever applicable) and any other person involved in the Convertible Bond Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Convertible Bond Offer by you will constitute a warranty by you to the Offeror and Shenwan Hongyuan that you have observed and are permitted under all applicable laws and regulations to receive and accept the Convertible Bond Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and have made all requisite registration and filing in compliance with all necessary formalities and regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance in any relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Convertible Bond Offer.

This BLUE Form of Convertible Bond Offer Acceptance should be read in conjunction with the Offer Document.

HOW TO COMPLETE THIS BLUE FORM OF CONVERTIBLE BOND OFFER ACCEPTANCE

The Convertible Bond Offer is conditional. CB Holders are advised to read the Offer Document before completing this BLUE Form of Convertible Bond Offer Acceptance. To accept the Convertible Bond Offer made by Shenwan Hongyuan for and on behalf of the Offeror to acquire your Convertible Bond(s), you should complete and sign this BLUE Form of Convertible Bond Offer Acceptance overleaf and forward this entire form, together with the relevant certificate(s) of the Convertible Bonds and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the principal amount of the Convertible Bonds in respect of which you wish to accept the Convertible Bond Offer, by post or by hand, to the Offeror, at 29/F, The Sun's Group Centre, 200 Gloucester Road, Wan Chai, Hong Kong, no later than 4:00 p.m. on Friday, 22 December 2023 or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions of Appendix I to the Offer Document are incorporated into and form part of this BLUE Form of Convertible Bond Offer Acceptance.

BLUE FORM OF CONVERTIBLE BOND OFFER ACCEPTANCE IN RESPECT OF THE CONVERTIBLE BOND OFFER

To: The Offeror and Shenwan Hongyuan

1. My/Our execution of this BLUE Form of Convertible Bond Offer Acceptance (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Convertible Bond Offer made by Shenwan Hongyuan for and on behalf of the Offeror, as contained in the Offer Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the principal amount of the Convertible Bonds specified in this BLUE Form of Convertible Bond Offer Acceptance or if no such principal amount is specified or a greater principal amount is specified than I/we am/are registered as the holder(s) thereof, in respect of such principal amount of the Convertible Bonds as to which I/we am/are registered as the CB Holders;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Shenwan Hongyuan 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 to under the terms of the Convertible Bond Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Convertible Bond Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered holders) at the registered address shown in the register of CB Holders maintained by the Company within seven (7) Business Days of the receipt by the Offeror of all the relevant documents to render the acceptance under the Convertible Bond Offer complete and valid or the date on which the Convertible Bond Offer becomes or is declared unconditional in all aspects, whichever is later;
(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered holder(s) of the relevant Convertible Bonds or first-named joint registered holders.)
Name: (in BLOCK LETTERS) _____
Address: (in BLOCK LETTERS) _____
 - (c) my/our irrevocable instruction and authority to the Offeror and/or Shenwan Hongyuan and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by the Stamp Duty Ordinance (Chapter 117 of Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Convertible Bond(s) to be sold by me/us under the Convertible Bond Offer and to cause the same to be stamped and to cause an endorsement to be made on this BLUE Form of Convertible Bond Offer Acceptance in accordance with the provision of that ordinance;
 - (d) 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 Convertible Bonds tendered for acceptance under the Convertible Bond Offer to the Offeror or such person or persons as he may direct free from all encumbrances and together with all rights accruing or attaching thereto on or after the Closing Date; and
 - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Shenwan Hongyuan 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.
2. I/We understand that acceptance of the Convertible Bond Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Shenwan Hongyuan that the principal amount of Convertible Bonds specified in this BLUE Form of Convertible Bond Offer Acceptance are sold free from all third-party rights, liens, claims, charges, equities, and encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the Closing Date.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Convertible Bond Offer, all instructions, authorizations 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 relevant certificate(s) of the Convertible Bonds and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this BLUE Form of Convertible Bond Offer 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 holders) at the address as shown in the register of the CB Holders maintained by the Company.
Note: If you submit the transfer receipt(s) upon acceptance of the Convertible Bond Offer and in the meantime the relevant certificate(s) of the Convertible Bonds is/are collected by any of the Offeror or Shenwan Hongyuan or any of their agent(s) from the Company or the Share Registrar on your behalf, you will be returned such certificate(s) in respect of the Convertible Bonds in lieu of the transfer receipt(s).
4. I/We enclose the relevant certificate(s) of the Convertible Bonds and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Convertible Bonds which are to be held by you on the terms and conditions of the Convertible Bond Offer. I/We understand that no acknowledgement of receipt of any BLUE Form of Convertible Bond Offer Acceptance, certificate(s) of the Convertible Bonds and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We warrant to the Offeror and Shenwan Hongyuan and their respective advisers in respect of the Offers that I am/we are the registered holder(s) of the Convertible Bonds specified in this BLUE Form of Convertible Bond Offer Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Convertible Bonds to the Offeror by way of acceptance of the Convertible Bond Offer.
6. I/We warrant to the Offeror and Shenwan Hongyuan that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of CB Holders maintained by the Company to accept the Convertible Bond Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Offeror and Shenwan Hongyuan that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in connection with my/our acceptance of the Convertible Bond Offer.
8. I/We acknowledge that, save as expressly provided in the Offer Document and this BLUE Form of Convertible Bond Offer Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Convertible Bonds sold to the Offeror by way of acceptance of the Convertible Bond Offer will be registered under the name of the Offeror or its nominee.

本藍色可換股債券要約接納表格乃重要文件，請即處理。

閣下如對本藍色可換股債券要約接納表格任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之可換股債券全部出售或以其他方式轉讓，應立即將本藍色可換股債券要約接納表格及要約文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

申萬宏源融資(香港)有限公司(「申萬宏源」)現為及代表要約人提出可換股債券要約。向登記地址位於香港境外司法權區之可換股債券持有人提出可換股債券要約可能受有關司法權區之法例禁止或受其影響。身為香港境外司法權區公民或居民或國民之可換股債券持有人應自行了解及遵守任何適用法律規定。閣下有責任自行全面遵守有關司法權區之相關法律，包括取得任何可能規定之政府、外匯管制或其他同意或遵守其他必要的正式手續或法律規定，以及就接納要約而繳付該等司法權區應收閣下之任何轉讓或其他稅項或其他所需款項。就閣下可能須繳付之任何稅項而言，要約人、要約人一致行動人士、公司、申萬宏源、股份過戶登記處、彼等各自之最終實益擁有人、董事、高級人員、代理、顧問及聯繫人(視適用者而定)以及任何其他參與可換股債券要約之人士均有權獲閣下提供全額彌償保證並確保不致遭受損害。閣下接納可換股債券要約即構成閣下向要約人及申萬宏源保證，閣下已遵守所有適用法律及規例並據此獲准接收及接納可換股債券要約以及其任何修訂，以及閣下已取得一切所需之政府、外匯管制或其他同意，及已辦理一切所需之註冊登記及存檔以遵守所有必要的正式手續及監管或法律規定，及已就有關接納而繳付任何有關司法權區應收閣下之全部轉讓或其他稅項及徵費及其他所需款項，以及有關接納根據所有適用法律及規例乃有效及具有約束力。建議閣下尋求專業意見，從而決定應否接納可換股債券要約。

本藍色可換股債券要約接納表格應連同要約文件一併閱讀。

如何填寫本藍色可換股債券要約接納表格

可換股債券要約附帶條件。建議可換股債券持有人在填寫本藍色可換股債券要約接納表格之前先行閱讀要約文件。閣下如欲接納由申萬宏源為及代表要約人提出收購閣下可換股債券之可換股債券要約，務請填妥本藍色可換股債券要約接納表格並於背頁簽署，以及在不遲於二零二三年十二月二十二日(星期五)下午四時正或要約人可能根據收購守則釐定及公佈之較後日期及/或時間，將本表格整份連同有關閣下欲接納可換股債券要約所涉及可換股債券本金額之可換股債券證書及/或其他所有權文件(及/或就此所需任何令人滿意之彌償保證)，一併以郵遞或專人派遞方式送達要約人，地址為香港灣仔告士打道200號新銀集團中心29樓。要約文件附錄一所載之條文已載入本藍色可換股債券要約接納表格並組成其中一部份。

可換股債券要約之藍色可換股債券要約接納表格

致：要約人及申萬宏源

- 本人/吾等一經簽立本藍色可換股債券要約接納表格(不論有關表格有否註明日期)，本人/吾等之承繼人及受讓人即受此約束，並表示：
 - 本人/吾等就本藍色可換股債券要約接納表格所註明之可換股債券本金額或(如無註明本金額或所註明之本金額高於本人/吾等登記為持有人者)就本人/吾等登記為可換股債券持有人之可換股債券本金額，根據要約文件及本表格所述之條款及條件並在其規限下，不可撤回地接納要約文件所載由申萬宏源為及代表要約人提出之可換股債券要約以換取當中所述之代價；
 - 本人/吾等不可撤回地指示及授權要約人及/或申萬宏源或彼等各自之代理各方，於要約人收到一切有關文件以使可換股債券要約項下之接納完備及有效或可換股債券要約在所有方面均成為或獲宣佈為無條件之日期(以較後發生者為準)起計七(7)個營業日內，就本人/吾等根據可換股債券要約之條款應得之現金代價(扣除本人/吾等因本人/吾等接納可換股債券要約而應付之賣方從價印花稅)，向本人/吾等開出一張註明「不得轉讓—只准入抬頭人賬戶」之劃線支票，以普通郵遞方式寄發予以下人士之下述地址，或(如無於下欄填上姓名及地址)寄發予本人或吾等當中之排名首位者(就聯名登記持有人而言)於公司所備存之可換股債券持有人登記冊所示之登記地址，郵誤風險概由本人/吾等承擔；
(附註：倘支票收取人並非相關可換股債券之登記持有人或排名首位之聯名登記持有人，則請在本欄填上該名人士之姓名及地址。)
姓名：(請用正楷填寫) _____
地址：(請用正楷填寫) _____
 - 本人/吾等不可撤回地指示及授權要約人及/或申萬宏源及/或彼等任何一方可能就此目的而指示之人士，代表本人/吾等製備及簽立香港法例第117章印花稅條例規定本人/吾等作為本人/吾等根據可換股債券要約所出售可換股債券賣方而應製備及簽立之成交單據，以及根據該條例之條文規定促使該成交單據加蓋印花及促使在本藍色可換股債券要約接納表格加上簽註；
 - 本人/吾等承諾以進一步保證之方式，於有需要或適宜時簽立有關其他文件及作出有關行為及事情，將本人/吾等根據可換股債券要約應提供作接納之可換股債券轉讓予要約人或其可能指示之人士，而該等可換股債券不附帶任何產權負擔，並連同於截止日期或之後應得或附帶之所有權利；及
 - 本人/吾等同意追認要約人及/或申萬宏源及/或彼等各自之代理或彼等任何一方可能指示之人士於行使本表格所載任何權利時可能作出或進行之各項及每項行為及事情。
- 本人/吾等明白本人/吾等接納可換股債券要約將被視為構成本人/吾等向要約人及申萬宏源保證，本藍色可換股債券要約接納表格所列明之可換股債券本金額於出售時不附帶任何第三方權利、留置權、申索權、押記、衡平權及產權負擔，並連同於截止日期或之後應得或附帶之所有權利。
- 倘若本人/吾等之接納根據可換股債券要約之條款屬無效，則以上第1段所載之所有指示、授權及承諾均告終止，在此情況下，本人/吾等授權及請求閣下將本人/吾等之相關可換股債券證書及/或其他所有權文件(及/或就此所需令人滿意之彌償保證)連同已正式撤銷之本藍色可換股債券要約接納表格退回本人/吾等，以普通郵遞方式一併寄往以上第1(b)段所列之人士及地址或(如無列明姓名及地址)寄往本人或吾等當中之排名首位者(就聯名登記持有人而言)於公司所備存之可換股債券持有人登記冊所示之地址，郵誤風險概由本人/吾等承擔。
附註：倘閣下於接納可換股債券要約時提交過戶收據，同時要約人或申萬宏源任何一方或彼等任何代理已代表閣下向公司或股份過戶登記處領取相關可換股債券證書，則閣下將獲發還有關可換股債券之證書而並非過戶收據。
- 本人/吾等茲附上本人/吾等所持全部/部份可換股債券之相關可換股債券證書及/或任何其他所有權文件(及/或就此所需任何令人滿意之彌償保證)，交由閣下將本人/吾等之相關可換股債券要約之條款及條件予以保存。本人/吾等明白將不會就任何藍色可換股債券要約接納表格、可換股債券證書及/或任何其他所有權文件(及/或就此所需任何令人滿意之彌償保證)獲發認收通知書。本人/吾等另知悉，所有文件將以普通郵遞方式發送，郵誤風險概由本人/吾等自行承擔。
- 本人/吾等向要約人及申萬宏源及彼等各自有關要約之顧問保證，本人/吾等為本藍色可換股債券要約接納表格所列明可換股債券之登記持有人，以及本人/吾等具有十足權利、權力及授權，可通過接納可換股債券要約而向要約人出售及移交本人/吾等之可換股債券之所有權及擁有權。
- 本人/吾等向要約人及申萬宏源保證，本人/吾等已遵守本人/吾等於公司所備存之可換股債券持有人登記冊所載地址所在地之所有適用法律及規例並據此獲准接納可換股債券要約以及其任何修訂；以及本人/吾等已取得一切所需之政府、外匯管制或其他同意，及已辦理一切所需之註冊登記及存檔以遵守所有必要的正式手續、監管及/或法律規定；以及本人/吾等已就有關接納而繳付所有應收本人/吾等之發行、轉讓或其他稅項及徵費或其他所需款項；以及有關接納根據所有適用法律及規例乃有效及具有約束力。
- 本人/吾等向要約人及申萬宏源保證，本人/吾等將全面負責繳付本人/吾等應付與本人/吾等接納可換股債券要約有關之任何轉讓或其他稅項及徵費。
- 本人/吾等確認，除要約文件及本藍色可換股債券要約接納表格內明確規定外，所有據此作出之接納、指示、授權及承諾均為不可撤回及無條件。
- 本人/吾等確認，本人/吾等通過接納可換股債券要約向要約人出售之可換股債券將登記於要約人或其代名人名下。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror and Shenwan Hongyuan 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 the personal data

To accept the Convertible Bond Offer for your Convertible Bond(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 to under the Convertible Bond Offer. It is important that you should inform the Offeror and/or Shenwan Hongyuan immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide in this BLUE Form of Convertible Bond Offer Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this BLUE Form of Convertible Bond Offer Acceptance and the Offer Document;
- registering transfer of the Convertible Bonds out of your name(s);
- maintaining or updating the relevant register of CB Holders;
- conducting or assisting to conduct signature verifications and any other verification or exchange of information;
- establishing your entitlements under the Convertible Bond Offer;
- compiling statistical information and CB Holders profiles;
- establishing benefit entitlements of the CB Holder(s);
- distributing notices and communication to you from the Offeror, Shenwan Hongyuan, the Share Registrar, the Company and/or their respective agents, officers, advisers;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise), including to the Stock Exchange, the SFC and applicable regulatory or governmental bodies, and otherwise to comply with any legal obligation to which any of the Offeror and/or Shenwan Hongyuan (as applicable) is subject;
- disclosing relevant information to facilitate claims of entitlements;
- any other purpose in connection with the business of the Offeror, Shenwan Hongyuan and/or the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Shenwan Hongyuan to discharge their obligations to the CB Holders and/or regulators and/or under applicable regulations and any other purposes to which the CB Holders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this BLUE Form of Convertible Bond Offer Acceptance will be kept confidential but the Offeror, Shenwan Hongyuan and/or the Company may, to the extent necessary for achieving the purposes above or any of them, disclose and 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, Shenwan Hongyuan, the Company and/or their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, payment, logistical, brokerage, securities or other services to the Offeror, Shenwan Hongyuan, the Company, and/or their agents, officers and advisers, in connection with the operation of their business;
- the Stock Exchange, the SFC and any applicable regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bank managers, solicitors, accountants, licensed securities dealers or registered institutions in securities, or otherwise ask us to communicate with; and
- any other persons or institutions whom the Offeror, Shenwan Hongyuan, the Company and/or their agents, officers and advisers consider to be necessary or desirable in connection with any of the above purposes.

4. Retention of Personal Data

The Offeror and Shenwan Hongyuan will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data was collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Shenwan Hongyuan, the Company and/or their agents, officers and advisers 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, Shenwan Hongyuan, the Company and/or their agents, officers and advisers have the right to charge a reasonable fee for the processing of any data access requests.

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, Shenwan Hongyuan and/or the Company.

BY SIGNING THIS BLUE FORM OF CONVERTIBLE BOND OFFER 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及申萬宏源在個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)方面之政策及慣例。

1. 收集個人資料之原因

閣下如欲就本身之可換股債券接納可換股債券要約，則必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不獲受理或受到延誤。這亦可能妨礙或延遲寄發閣下根據可換股債券要約應得之代價。如所提供之任何資料不準確，閣下務須立即通知要約人及/或申萬宏源。

2. 用途

閣下於本藍色可換股債券要約接納表格提供之個人資料可能會使用、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實閣下是否已遵循本藍色可換股債券要約接納表格及要約文件所載列之條款及申請手續；
- 登記以閣下名義作出之可換股債券轉讓；
- 保存或更新有關可換股債券持有人登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確立閣下於可換股債券要約項下之權益；
- 編製統計資料及可換股債券持有人概況；
- 確立可換股債券持有人之利益享有權；
- 分發要約人、申萬宏源、股份過戶登記處、公司及/或彼等各自之代理、高級人員及顧問向閣下發出之通知及通訊；
- 按法律、規則或規例(不論法定與否)作出披露，包括向聯交所、證監會及相關監管或政府團體，以及另行遵守要約人及/或申萬宏源(按適用)任何一方負上之任何法律義務；
- 披露有關資料以方便進行權益申索；
- 與要約人、申萬宏源及/或公司之業務有關之任何其他用途；及
- 有關以上任何其他連帶或相關用途及/或以便要約人及/或申萬宏源履行彼等對可換股債券持有人及/或監管機關及/或於適用規例項下之責任，以及可換股債券持有人可能不時同意或獲告知之任何其他用途。

3. 轉交個人資料

於本藍色可換股債券要約接納表格所提供之個人資料將予保密，惟要約人、申萬宏源及/或公司為達致上述或當中任何用途而可能在必要情況下向、獲或與以下任何及所有人士及實體披露及轉交(不論在香港境內或境外)有關個人資料：

- 要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問；
- 向要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問提供與其業務運作有關之行政、付款、物流、經紀、證券或其他服務之任何代理、承包商或第三方服務供應商；
- 聯交所、證監會及任何相關監管或政府團體；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如銀行經理、律師、會計師、持牌證券交易商或註冊證券機構，或要求我們進行溝通者；及
- 要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問認為就以上任何用途而言為必要或適宜之任何其他人士或機構。

4. 保留個人資料

要約人及申萬宏源將按滿足收集個人資料所需用途之期限保留於本表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

5. 索取及更正個人資料

該條例給予閣下權利確定要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問是否持有閣下之個人資料、索取有關資料之副本，以及更正任何不正確之資料。依據該條例之規定，要約人、申萬宏源、公司及/或彼等之代理、高級人員及顧問有權就處理任何索取資料之要求而收取合理費用。

所有關於索取資料或更正資料或索取有關政策及慣例及所持資料類型之資料之要求，應提交予要約人、申萬宏源及/或公司。

閣下一經簽署本藍色可換股債券要約接納表格，即表示同意上述所有條款