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To be completed in all respects except the sections marked "Do not complete"  
除註明「毋須填寫」的部分外，每項均須填寫  
FORM OF APPROVAL AND ACCEPTANCE  
批准及接納表格

Share Registrar in Hong Kong:  
Computershare Hong Kong  
Investor Services Limited  
於香港的股份總代理人  
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



先瑞達

Acotec Scientific Holdings Limited

先瑞達醫療科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立的有限公司)

(Stock Code: 6669)

(股份代號: 6669)

VOLUNTARY CONDITIONAL PARTIAL CASH OFFER BY CITIGROUP GLOBAL MARKETS ASIA LIMITED  
ON BEHALF OF THE OFFEROR TO ACQUIRE A MAXIMUM OF 65 PER CENT. OF THE ISSUED SHARE CAPITAL OF  
THE COMPANY FROM QUALIFYING SHAREHOLDERS

花旗環球金融亞洲有限公司代表要約人提出自願有條件部分現金要約，以向合資格股東收購最多65%的本公司已發行股本

TO APPROVE THE PARTIAL OFFER

批准部分要約

Whether you accept the Partial Offer or not, you may approve the Partial Offer AND specify the number of Shares in respect of which you approve the Partial Offer. For the purpose of such approval, each Share shall be entitled to ONE vote only. Multiple votes in respect of the same Share will not be taken into account in counting the approval of the Partial Offer. Only ONE Form of Approval and Acceptance will be accepted from you and only ONE vote for each Share may be cast. If you have put a tick "✓" to indicate your approval of the Partial Offer on this Form of Approval and Acceptance but no number of Shares in respect of such approval is specified or any other information in the Form of Approval and Acceptance is missing, incomplete or erroneous, the approval and the acceptance of the Partial Offer will not be considered as valid until such missing, incomplete or erroneous information has been completed and rectified in the Form of Approval and Acceptance. You may approve the Partial Offer in respect of the total number of Shares you hold even though you do not intend to accept the Partial Offer and/or the number of Shares voted may be more than the number of Shares tendered for acceptance.

Box A 甲欄

If you approve the Partial Offer, please put a tick "✓" here 如閣下批准部分要約，請在此加上「✓」號		Number of Shares in respect of which the Partial Offer is approved 批准部分要約涉及之股份數目 (If you wish to approve the Partial Offer in respect of ALL of the Shares held by you, please put down "ALL" below) (如閣下欲就閣下所持有之所有股份批准部分要約，請在下面填上「全部」)
SHAREHOLDER name(s) and address in full 股東全名及完整地址 (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	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼

TO ACCEPT THE PARTIAL OFFER (Please refer to the note)

接納部分要約(請參閱附註)

Box B 乙欄

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the 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股份轉讓予下列「承讓人」。

Number of Shares tendered for acceptance 閣下呈交接納的股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 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	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$20 in cash for each Share tendered for acceptance and to be taken up by the Offeror (the number of Shares to be taken up by the Offeror is subject to any scaling down in accordance with the terms of the Partial Offer) 以現金20港元接納每股呈交接納並獲要約人承購的股份(將由要約人承購的股份數目可按部分要約條款作出任何縮減)	
TRANSFEREE 承讓人	Name 名稱: Correspondence address: 通訊地址: Occupation 職業:	Boston Scientific Group plc Ballybrit Business Park, Galway, Ireland Corporation 法團
SIGNED by the parties to this transfer, this _____ day of _____, 2023 由轉讓雙方於2023年_____月_____日簽署		

Notes: 1. Insert the total number of Shares for which the Partial Offer is accepted. If no number is inserted, your form will be incomplete and will not be accepted. If a number in excess of your registered holding of Shares is inserted, your form will be erroneous and will not be accepted.

If you have voted in Box A to approve the Partial Offer and/or accepted the Partial Offer in Box B of this Form of Approval and Acceptance, please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the Partial Offer. All joint holders must sign.

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

轉讓人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

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

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	Do not complete 請勿填寫本欄	For and on behalf of 代表 Boston Scientific Group plc
NAME OF WITNESS 見證人姓名		Correspondence address: 通訊地址: Ballybrit Business Park, Galway, Ireland
Address of witness 見證人地址		Occupation 職業: Corporation 法團
Occupation of Witness 見證人職業		Authorised Signatory(ies): 授權簽署人:
Date of Transfer 轉讓日期		Signature of Transferee 承讓人簽署

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

If you are in any doubt as to any aspect of this Form of Approval and 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 Shares, you should at once hand this Form of Approval and Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s), 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). Only one Form of Approval and Acceptance will be accepted from each Qualifying Shareholder by the Share Registrar.

The Partial Offer is in respect of a company incorporated in Cayman Islands and listed in Hong Kong and is therefore subject to the procedure and disclosure requirements of laws, regulatory and rules in Hong Kong which may be different to those in other jurisdictions. The ability of Qualifying Shareholders who are citizens, residents or nationals of jurisdictions outside of Hong Kong to participate in the Partial Offer may be subject to the laws and regulations of the relevant jurisdictions. Such Qualifying Shareholders may be prohibited from participating in the Partial Offer. It is the responsibility of each such Qualifying Shareholder 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 Qualifying Shareholder in such relevant jurisdictions.

Any acceptance of the Partial Offer by any Qualifying Shareholder will be deemed to constitute a representation and warranty from such Qualifying Shareholder to the Offeror and the Company that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. Qualifying Shareholders should consult their professional advisers if in doubt.

This Form of Approval and 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.

**HOW TO COMPLETE THIS FORM OF APPROVAL AND ACCEPTANCE**

You should read the Composite Document before completing this form. Whether you accept the Partial Offer or not, please consider whether to approve the Partial Offer by completing Box A in this Form of Approval and Acceptance and return it to the Share Registrar. To approve and/or to accept the Partial Offer made by Citi for and on behalf of the Offeror at HK\$20 per Share in cash, you should duly complete and sign this form and forward this entire form, together with the 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) for not less than the number of Shares in respect of which you wish to accept the Partial Offer, by post or by hand to the Share Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong in an envelope marked "Acotec Scientific Holdings Limited – Partial Offer" as soon as possible after receipt of this Form of Approval and Acceptance but in any event so as to reach the Share Registrar by no later than 4:00 p.m. (Hong Kong time) on Thursday, 26 January 2023 (being the First Closing Date) or such later time and/or date as the Offeror may decide and announce and the Executive may approve. Unless the Partial Offer is extended or revised in accordance with the Code, no Form of Approval and Acceptance received after the Final Closing Date will be accepted.

If you require any assistance in completing this Form of Approval and Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Partial Offer, please contact the Share Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong or at its hotline at +852 2862 8555.

**FORM OF APPROVAL AND ACCEPTANCE IN RESPECT OF THE PARTIAL OFFER**

To: **the Offeror and Citi**

To: **the Company and the Share Registrar**

1. My/Our execution of this Form of Approval and Acceptance shall also be binding on my/our successors and assignees, and shall constitute:

- (a) my/our approval of the Partial Offer made by Citi for and on behalf of the Offeror in respect of the number of Shares inserted in Box A of this form; and/or my/our acceptance of the Partial Offer made by Citi for and on behalf of the Offeror in respect of the number of Shares inserted in Box B of this form and subject to the terms set out or referred to in the Composite Document and this Form of Approval and Acceptance, and such approval and/or acceptance shall be irrevocable except in the circumstances that such accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code;
- (b) my/our irrevocable instruction and authority to each of the Offeror and Citi 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 Partial Offer (taking into account of any scaling down of my/our acceptance, stamp duty and the fees payable to the Share Registrar in respect of lost or unavailable Share certificates) and (if applicable) any 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) for Shares not taken up by the Offeror 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 Shareholders) at the registered address shown in the Register;

*(Insert name and address of the person to whom the cheque should be sent (if different from the registered Shareholder or the first-named of joint registered Shareholders))*

Name: (in block capitals) \_\_\_\_\_

Address: (in block capitals) \_\_\_\_\_

- (c) my/our irrevocable instruction and authority to each of the Offeror, Citi 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 Share(s) to be sold by me/us under the Partial Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Approval and Acceptance in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instruction and authority to each of the Offeror, Citi and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our approval/acceptance of the Partial Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Partial Offer;
- (e) my/our understanding that my/our execution of this Form of Approval and Acceptance shall be deemed to constitute approval and/or acceptance of the Partial Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Approval and Acceptance, including any revision or extension of the terms of such Partial Offer, in the case of any revision, where the Partial Offer is revised and the consideration offered under such revised Partial Offer does not represent on such date (on such basis as Citi, on behalf of the Offeror may consider appropriate) a reduction in the value of the Partial Offer in its original or any previously revised form(s). Also my/our instruction and authority to each of the Offeror, and/or the Share Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Partial 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 Share(s) tendered for acceptance under the Partial Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, dividends, equities and encumbrances but together with all rights and benefits accruing and attaching thereto as at or after the Final Closing Date, including all rights to any dividend or other distributions declared, made or paid on or after the Final Closing Date;
- (g) my/our irrevocable instruction and authority to the Offeror, Citi and/or their respective agent(s) to collect from the Share Registrar on my/our behalf the Share certificate(s) in respect of the 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 Share Registrar and to authorise and instruct the Share Registrar to hold such Share certificate(s) subject to the terms and conditions of the Partial Offer as if it/they were Share certificate(s) delivered to the Share Registrar together with this Form of Approval and Acceptance.

2. I/We understand that acceptance of the Partial Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Citi that the number of Share(s) specified in this Form of Approval and Acceptance will be sold free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights and benefits accruing and attaching thereto as at or after the Final Closing Date, including all rights to any dividend or other distributions declared, made or paid on or after the Final Closing Date.

3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Partial Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request the Offeror, Citi, the Share Registrar and/or such person or persons as any of them may direct to return to me/us my/our 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 duly cancelled, by ordinary post at my/our own risk to the person named 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 Shareholders) at the registered address shown in the Register.

*Note:* Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by any of the Offeror, Citi and/or any of their agent(s) from the Company or the Share Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.

4. I/We enclose the relevant 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) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror, Citi, the Share Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Partial Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Approval and Acceptance, 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 the Offeror, Citi, the Share Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Approval and Acceptance and I/we have the full, power and authority to tender, sell, assign or transfer my/our Share(s) (together with all rights accruing or attaching thereto) to the Offeror by way of acceptance of the Partial Offer.

6. It is the responsibility of each Qualifying Shareholder who is a citizen, resident or national of a jurisdiction outside of Hong Kong 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 Qualifying Shareholder in such relevant jurisdictions.

7. Any acceptance of the Partial Offer by any Qualifying Shareholder will be deemed to constitute a representation and warranty from such Qualifying Shareholder to the Offeror and that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Approval and Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本批准及接納表格乃重要文件，請即處理。

閣下如對本批准及接納表格的任何方面或應採取的行動有任何疑問，應諮詢閣下的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。閣下如已售出或以其他方式轉讓名下所有股份，應立即將本批准及接納表格及隨附的綜合文件送交買主或承讓人、持牌證券交易商或註冊證券機構，或經手買賣或轉讓的其他代理商，以便轉交買主或承讓人。股份過戶登記處僅接納每名合資格股東遞交一份批准及接納表格。

部分要約乃就於開曼群島註冊成立及於香港上市的公司作出，故須遵守香港的法律、監管及規則所規定的程序及披露要求，而該等程序及披露要求可能有別於其他司法權區的規定。屬於香港以外司法權區的公民、居民或國民的合資格股東參與部分要約的能力，可能須受相關司法權區的法律及法規所規限。有關合資格股東可能被禁止參與部分要約。有關合資格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的法律或法規，包括取得任何政府、外匯管制或其他方面的同意，或進行備案及登記，以及支付有關合資格股東於相關司法權區應付的任何轉讓或其他稅項。

任何合資格股東接納任何部分要約，將被視為構成該合資格股東向要約人及本公司聲明及保證(i)已遵守與該項接納有關的所有本地法律及規定及(ii)有關合資格股東根據相關司法權區的法律及法規可接納部分要約，而有關接納根據所有適用法律及法規均屬有效及具約束力。合資格股東如有任何疑問，應諮詢其專業顧問。

本批准及接納表格應與綜合文件一併閱讀。除另有指明者外，綜合文件所界定的所有詞彙及措辭與本表格所使用者具有相同涵義。

### 如何填寫本批准及接納表格

閣下務請於細閱綜合文件後填寫本表格。不論閣下是否接納部分要約，務請考慮透過填寫本批准及接納表格甲欄及交回股份過戶登記處以批准部份要約。閣下如欲批准及/或接納由花旗代表要約人提出的每股股份20港元現金的部分要約，應填妥及簽署本表格，並將整份本表格連同不少於閣下欲接納部分要約的股份數目的股票、過戶收據及/或任何其他所有權文件(及/或任何就此所需的任何令人信納的一項或多項彌償保證)(如適用)，於收到本批准及接納表格後盡快及無論如何不得遲於2023年1月26日(星期四)(即首個完成日)下午四時正(香港時間)前或要約人可能決定及公佈且執行人員可能批准的其他較後時間及/或日期，以郵遞或專人送遞方式送交股份過戶登記處，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「先瑞達醫療科技控股有限公司一部分要約」。除非部分要約根據收購守則獲延期或修訂，否則於最後完成日期後收到的批准及接納表格將不獲受理。

閣下如對填寫本批准及接納表格需要任何協助或對部分要約的提呈及交收程序或任何其他類似方面有任何查詢，請聯絡股份過戶登記處，地址為香港灣仔皇后大道東183號合和中心17M樓，或致電其熱線+852 2862 8555。

### 部分要約的批准及接納表格

致：要約人及花旗

致：貴公司及股份過戶登記處

1. 本人/吾等一經簽署本批准及接納表格，本人/吾等的承繼人及受讓人亦將受此約束，並構成：

- (a) 本人/吾等就本表格甲欄所填入的股份數目批准由花旗代表要約人提出的部分要約；及/或本人/吾等遵循綜合文件及本批准及接納表格所載或所指條款，就本表格乙欄所填入的股份數目接納由花旗代表要約人提出的部分要約，而該項批准及/或接納不可撤銷，惟在該名接納股東根據收購守則規則19.2獲授撤回權利之情況除外；
- (b) 本人/吾等不可撤回地指示及授權要約人及花旗或彼等各自的代理，各自將本人/吾等根據部分要約的條款應收的現金代價以「不得轉讓—只准入抬頭人賬戶」方式劃線開出的支票(經計及本人/吾等的接納任何縮減部分、印花稅及就遺失或未能出示股票而應向股份過戶登記處支付的費用)及(如適用)未獲要約人承購的股份的任何股票、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的一項或多項彌償保證)(如適用)，以普通郵遞方式寄至下文所列的人士及地址，或下文如無填寫姓名及地址，則寄至本人或(如屬聯名登記股東)吾等排名首位者於股東名冊所示的登記地址，有關郵遞風險概由本人/吾等承擔；

(如收取支票的人士與登記股東或聯名登記股東排名首位者的地址不同，則請在本欄填寫收取支票人士的姓名及地址)

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、花旗及/或彼等任何一方可能就此指定的一名或多名有關人士，各自代表本人/吾等訂立及簽按香港法例第117章印花稅條例第19(1)條規定本人/吾等作為根據部分要約出售股份的賣方而須訂立及簽立的成交單據，並按該條例的規定安排該單據加蓋印花及安排在本批准及接納表格背書證明；
- (d) 本人/吾等不可撤回地指示及授權要約人、花旗及/或彼等任何一方可能指定的一名或多名有關人士，各自代表本人/吾等填妥及簽署任何有關本人/吾等批准/接納部分要約的文件，以及辦理任何其他必需或權宜的手續，以將本人/吾等根據部分要約而提呈接納的股份，歸屬於要約人及/或其可能指定的一名或多名有關人士；
- (e) 本人/吾等明白本人/吾等簽署本批准及接納表格即被視作根據及遵守綜合文件及本批准及接納表格所載或所指的條款(包括該部分要約的條款的任何修訂或延長)構成批准/接納部分要約，而就任何修訂而言，指部分要約經修訂而該經修訂部分要約提呈的代價，並不代表部分要約的價值在該日(按花旗(代表要約人)認為適當的基準)較原訂或任何原先經修訂形式的價值減少。同時，本人/吾等指示及授權要約人及/或股份過戶登記處或彼等各自的代理，或彼等任何一方可能就此指定的人士，各自代表本人/吾等接納任何該等經修訂的部分要約及代表本人/吾等以本人/吾等的名義簽署所有有關其他文件(如有)以使其項接納有效；
- (f) 本人/吾等承諾於必需或合宜時簽署有關其他文件及作出有關其他保證的形式作出有關行動及事宜，將本人/吾等根據部分要約提呈接納的股份轉讓予要約人或其可能指定的一名或多名有關人士，而不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，惟連同於最後完成日期或之後累算或附帶的一切權利及利益，包括收取於最後完成日期或之後宣派、作出或派付的任何股息或其他分派；
- (g) 本人/吾等不可撤回地指示及授權要約人、花旗及/或彼等各自的代理，代表本人/吾等憑藉交回經本人/吾等正式簽署的隨附過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納的一項或多項彌償保證)(如適用)而從股份過戶登記處領取就股份將發行予本人/吾等的股票，並將有關股票送交股份過戶登記處，且授權及指示股份過戶登記處根據部分要約的條款及條件持有該(等)股票，猶如該(等)股票已連同本批准及接納表格一併送交股份過戶登記處一般。

2. 本人/吾等明白本人/吾等接納部分要約，將被視為構成本人/吾等向要約人及花旗保證本批准及接納表格所註明的股份數目，將在不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔的情況下出售，惟連同於最後完成日期或之後累算或附帶的一切權利及利益，包括收取於最後完成日期或之後宣派、作出或派付的任何股息或其他分派。

3. 倘根據部分要約的條款，本人/吾等的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/吾等授權並要求要約人、花旗、股份過戶登記處及/或彼等任何一方可能指定的一名或多名人士，向本人/吾等退還本人/吾等的股票及/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的一項或多項彌償保證)(如適用)，並連同已正式註銷的本批准及接納表格，一併按股東名冊所示登記地址以普通郵遞方式郵寄予上文第1(b)段所列的人士，或如無列明姓名或地址，則為本人或(如屬聯名登記股東)吾等當中之名列首位者於股東名冊所示的登記地址，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，而同時要約人、花旗及/或彼等的任何代理已代表本人/吾等向貴公司或股份過戶登記處領取相關的股票，則該等股票而非過戶收據將退還予本人/吾等。

4. 本人/吾等茲附上將由要約人、花旗、股份過戶登記處及/或彼等任何一方可能指定的一名或多名人士根據部分要約的條款及條件持有的本人/吾等全部或部分股份的相關股票、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的一項或多項彌償保證)(如適用)。本人/吾等明白任何交回的批准及接納表格、股票、過戶收據及/或任何其他所有權文件(及/或就此所需並令人信納的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普通郵遞方式寄發，郵誤風險概由本人/吾等自行承擔。

5. 本人/吾等向要約人、花旗、股份過戶登記處及/或彼等任何一方可能指定的一名或多名人士各自作出聲明及保證，本人/吾等為本批准及接納表格所註明的股份數目的登記股東，而本人/吾等具有十足權力及授權，以接納部分要約的方式向要約人提呈、出售、轉讓或轉移本人/吾等的股份(連同其所累算或附帶的一切權利)。

6. 屬於香港以外司法權區的公民、居民或國民的合資格股東，各自有責任自行了解並全面遵守相關司法權區與此相關的法律或法規，包括取得任何政府、外匯管制或其他方面的同意，或進行備案及登記，以及支付有關合資格股東於相關司法權區應付的任何轉讓或其他稅項。

7. 任何合資格股東接納任何部分要約，將被視為構成該合資格股東向要約人聲明及保證(i)已遵守與該項接納有關的所有本地法律及法規及(ii)有關合資格股東根據相關司法權區的法律及法規可接納部分要約，而有關接納根據所有適用法律及法規均屬有效及具約束力。

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

# PERSONAL DATA

## Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Citi, the Company and the Share 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

In approving and/or accepting the Partial Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your approval and/or acceptance being invalidated, rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Partial Offer.

### 2. Purposes

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

- processing your approval and/or acceptance and verification or compliance with the terms and application procedures set out in this Form of Approval and Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, the Company, its agents such as financial advisers, and/or the Share Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the 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 the Offeror or the Company; and
- any other incidental or associated purposes relating to the above and other purpose to which the 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 Approval and Acceptance will be kept confidential but the Offeror, Citi, the Company and/or the Share Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, Citi, the Company, any of their agents and/or advisers and the Share Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Citi, the Company and/or the Share 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 the Offeror, Citi, the Company and/or the Share Registrar consider(s) to be necessary or desirable in the circumstances.

### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Citi, the Company and/or the Share 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, the Offeror, Citi, the Company and/or the Share 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 the Offeror, Citi, the Company or the Share Registrar (as the case may be).

**BY SIGNING THIS FORM OF APPROVAL AND 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於約人、花旗、本公司及股份過戶登記處及有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)的政策及慣例。

### 1. 收集閣下個人資料的原因

於批准及/或接納有關閣下股份的部分要約時，閣下須提供所需的個人資料。倘未能提供所需資料，則可能導致閣下的批准及/或接納在處理時變成無效、遭拒絕受理或遭到延誤。同時亦可能妨礙或延遲寄發閣下根據部分要約應得的代價。

### 2. 用途

閣下於本批准及接納表格提供的個人資料可能會被用作、持有及/或保存(以任何方式)作下列用途：

- 處理閣下的批准及/或接納及核實或遵循本批准及接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義進行的股份轉讓；
- 存置或更新股份的相關持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 分派來自要約人、本公司、其代理(例如財務顧問)及/或股份過戶登記處的通訊；
- 編製統計資料及股東資料；
- 確立股東的受益權利；
- 披露相關資料以便申索權益；
- 根據法律、規則或法規的要求(無論法定或其他規定)作出披露；
- 有關要約人或本公司業務的任何其他用途；及
- 有關上文所述的任何其他附帶或關聯用途，以及股東可能不時同意或獲知會的其他用途。

### 3. 轉交個人資料

本批准及接納表格提供的個人資料將會保密，惟要約人、花旗、本公司及/或股份過戶登記處可作出彼等認為必需的查詢，以確認個人資料的準確性，惟以達致上述或有關任何上述用途的範圍為限，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：

- 要約人、花旗、本公司、彼等的任何代理及/或顧問以及股份過戶登記處；
- 為要約人、花旗、本公司及/或股份過戶登記處提供與其業務營運有關的行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行或建議進行交易的任何其他人士或機構，例如閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人、花旗、本公司及/或股份過戶登記處認為必需或適當情況下的任何其他人士或機構。

### 4. 查閱及更正個人資料

根據條例的規定，閣下有權確定要約人、花旗、本公司及/或股份過戶登記處是否持有閣下的個人資料、獲取該資料副本、以及更正任何錯誤資料。根據條例，要約人、花旗、本公司及/或股份過戶登記處有權就辦理獲取任何查閱資料的要求收取合理費用。查閱資料或更正資料或查詢有關政策及慣例及所持資料類別的所有要求，應向要約人、花旗、本公司或股份過戶登記處(視情況而定)提出。

一經簽署本批准及接納表格，即表示閣下同意上述各項。