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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本白色股份要約接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本白色股份要約接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, all words and expressions used in this **WHITE** Form of Share Offer Acceptance shall bear same meanings as defined in the composite offer and response document dated 10 March 2017 (the "**Composite Document**") jointly issued by Magnum Opus 3 International Holdings Limited and Golden Meditech Holdings Limited.

除文義另有所指外，本白色股份要約接納表格所用詞彙與Magnum Opus 3 International Holdings Limited與金衛醫療集團有限公司於二零一七年三月十日聯合刊發的綜合要約及回應文件（「**綜合文件**」）所界定者具有相同涵義。

WHITE FORM OF SHARE OFFER ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.

閣下如欲接納股份要約，請使用本白色股份要約接納及過戶表格。



GOLDEN MEDITECH HOLDINGS LIMITED

金衛醫療集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 00801)

(股份代號: 00801)

WHITE FORM OF SHARE OFFER ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.20 EACH IN THE ISSUED SHARE CAPITAL OF GOLDEN MEDITECH HOLDINGS LIMITED 金衛醫療集團有限公司已發行股本中每股面值0.20港元之普通股的白色股份要約接納及過戶表格

To be completed in full 每項均須填寫

Hong Kong branch share registrar and transfer office: Computershare Hong Kong Investor Services Limited

香港股份登記及過戶分處：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

| | | | |
|---|--|--|--------------------------|
| <p>You must insert the total number of Share(s) for which the Share Offer is accepted. 閣下必須填上接納股份要約之股份總數。</p> | <p>FOR THE CONSIDERATION stated below, the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.20 each held by the Transferor(s) specified below, upon and 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載列的條款及條件，下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明的轉讓人持有的每股面值0.20港元的股份。</p> | | |
| | Number of Shares to be transferred 將予轉讓的股份數目 | FIGURES 數目 | WORDS 大寫 |
| | Share certificate number(s) 股票編號 | | |
| | <p>TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及詳細地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)</p> | Surname(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\$1.25 in cash for each Share 每股股份現金1.25港元 | | |
| TRANSFEREE 承讓人 | <p>Company name 公司名稱： Magnum Opus 3 International Holdings Limited</p> <p>Registered address 登記地址： Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands</p> <p>Occupation 職業： Corporation 法團</p> | | |

Signed by or on behalf of the Transferor(s) in the presence of:
轉讓人或其代表在下列見證人見證下簽署：

Signature of witness
見證人簽署

Name of witness
見證人姓名

Address of witness
見證人地址

Occupation of witness
見證人職業

Signature(s) of Transferor(s)/Company chop, if applicable
轉讓人簽署/公司印鑑(如適用)

Date of submission of this **WHITE FORM** of Share Offer Acceptance and Transfer
提交本白色股份要約接納及過戶表格之日期



ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
所有聯名登記持有人均須於本欄個別簽署

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

Date
日期

For and on behalf of 代表
Magnum Opus 3 International Holdings Limited

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理人簽署

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

If you are in any doubt as to any aspect of this WHITE Form of Share 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 Share(s), you should at once hand this WHITE Form of Share Offer Acceptance and the accompanying Composite 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).

China Minsheng is making the Share Offer for and on behalf of the Offeror. The making of the Share Offer to the Independent Shareholders with a registered address in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. Independent Shareholders 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 in respect of such jurisdiction in the connection with the acceptance of the Offers. The Offeror, its Concert Parties, the Company, China Minsheng, Amasse Capital, the Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Share 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 Share Offer by you will constitute a warranty by you to the Offeror, China Minsheng and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Share 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 Share Offer.

This WHITE Form of Share Offer Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS WHITE FORM OF SHARE OFFER ACCEPTANCE

The Share Offer is conditional. Independent Shareholders are advised to read the Composite Document before completing this WHITE Form of Share Offer Acceptance. To accept the Share Offer made by China Minsheng for and on behalf of the Offeror to acquire your Share(s), you should complete and sign this WHITE Form of Share Offer Acceptance overleaf and forward this entire form, together with the relevant 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), for the whole or in respect of part of your holding of Share(s) or if applicable, for not less than the number of the Shares in respect of which you intend to accept the Share Offer, by post or by hand, to the Registrar, **Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, marked "Golden Meditech – Share Offer"** on the envelope, no later than 4:00 p.m. on Friday, 31 March 2017 (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Code. The provisions of Appendix 1 to the Composite Document are incorporated into and form part of this WHITE Form of Share Offer Acceptance.

Warning: If you are holding the Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "1. PROCEDURES FOR ACCEPTANCE – 1.1. The Share Offer" in Appendix 1 to the Composite Document in particular as to the matters which you should consider.

WHITE FORM OF SHARE OFFER ACCEPTANCE IN RESPECT OF THE SHARE OFFER

To: The Offeror, China Minsheng and the Registrar

1. My/Our execution of this WHITE Form of Share Offer Acceptance (whether or not such from is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Share Offer made by China Minsheng for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this WHITE Form of Share Offer Acceptance or, if no number is inserted in the box title "Number of Shares to be transferred" or a number inserted on this WHITE Form of Share Offer Acceptance is greater than your registered holding of Share(s), or is greater or smaller than that represented by the certificates for Shares tendered for acceptance of the Share Offer and you have signed this WHITE Form of Share Offer Acceptance, your Form of Acceptance and Transfer in respect of the Share Offer will be considered to be incomplete and accordingly, your acceptance of the Share Offer will be invalid. 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 Share Offer.
 - (b) my/our irrevocable instruction and authority to each of the Offeror, China Minsheng and/or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s), subject to the terms and conditions of the Share Offer, as if it/they were delivered to the Registrar together with this WHITE Form of Share Offer Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or China Minsheng 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 Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share 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 Independent Shareholders) at the registered address shown in the register of members of the Company within seven Business Days of the receipt of all the relevant documents by the Registrar to render the acceptance under the Share Offer complete and valid or the date on which the Share 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 Independent Shareholder or the first-named of joint registered Independent Shareholders.)
Name: (in BLOCK LETTERS)
Address: (in BLOCK LETTERS)
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or China Minsheng and/or 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 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 Shares to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this WHITE Form of Share Offer Acceptance in accordance with the provisions of that Ordinance;
 - (e) my/our irrevocable instruction and authority to the Offeror and/or China Minsheng 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 acceptance of the Share 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 of the Share Offer;
 - (f) my/our appointment of the Offeror and/or China Minsheng as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Share Offer is made and thereafter be irrevocable;
 - (g) 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 Shares tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all encumbrances and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive dividends and other distributions, if any recommended, declared, made or paid on or after the date of the Composite Document; and
 - (h) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or China Minsheng and/or the Company 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 Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, China Minsheng and the Company that (i) the Shares held by me/us to be acquired under the Share Offer are sold free from all encumbrances whatsoever and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive dividends and other distributions, if any recommended, declared, made or paid on or after the date of the Composite Document and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, China Minsheng, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer, and I am/we are permitted under all applicable laws and regulations to receive and accept the Share Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event I/we authorise and request you to return to me/us my/our share certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this WHITE Form of Share Offer Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Independent Shareholders) at the registered address shown in the register of members of the Company.
Note: If you submit the transfer receipt(s) upon acceptance of the Share Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror or China Minsheng or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant 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) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any WHITE Form of Share Offer Acceptance, 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) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We warrant and represent to the Offeror, China Minsheng and the Company that I am/we are the registered Independent Shareholder(s) of the number of Shares specified in this WHITE Form of Share Offer Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We warrant to the Offeror, China Minsheng and the Company 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 members of the Company to accept the Share 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, China Minsheng and the Company 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 Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this WHITE Form of Share Offer Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror or its nominee.

For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations or warranties.

本白色股份要約接納表格乃重要文件，閣下須即時處理。

閣下如對本白色股份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。

閣下如已將名下之股份全部售出或轉讓，應立即將本白色股份要約接納表格連同隨附之綜合文件一併送交買主或承讓人，或送交經手買賣或轉讓之銀行、持牌證券商、註冊證券機構或其他代理，以便轉交買主或承讓人。

中國民生現代表要約人提出股份要約。向登記地址位於香港境外司法權區之獨立股東提出股份要約或會被禁止或受到有關司法權區之法例影響。身為香港境外司法權區公民或居民或國民的獨立股東應了解並遵守任何適用法律規定。閣下有責任就此確保本身完全遵守與接納該等要約之有關司法權區的法例，包括取得任何可能規定的政府、外匯管制或其他同意或遵守其他必要法律手續或法律規定，並支付任何轉移稅或其他稅項或相關司法權區的其他應付的規定款項。閣下可能須繳付的任何稅項而言。要約人、本公司、中國民生、寶積資本、過戶處、彼等各自之最終實益擁有人、董事、高級職員、代理人、顧問及聯繫人以及任何其他參與股份要約的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。閣下接納股份要約，即構成閣下向要約人、中國民生及本公司保證閣下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股份要約及其任何修訂，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、外匯管制或其他同意及辦妥所需之登記或存檔，並已支付閣下於相關司法管轄區接納而應付之所有轉讓費或其他稅項及徵費或其他所需款項，而有關接納根據一切適用法律及法規屬有效及具約束力。閣下決定是否接納或不接納股份要約應諮詢專業意見。

本白色股份要約接納表格應連同隨附之綜合文件一併閱覽。

本白色股份要約接納表格之填寫方法

股份要約為有條件。獨立股東於填寫本白色股份要約接納表格前，務請先閱讀綜合文件。為接納中國民生代表要約人收購閣下之股份所提出的股份要約，請填妥及簽署背頁的本白色股份要約接納表格，並將整份表格，連同就閣下持有的所有或部分股份，或(倘適用)不少於閣下有意接納股份要約的數目的股份有關股票證書及/或過戶收據及/或任何其他權證文件(及/或任何就此所需之一份或多份令人信納的彌償保證書)，一併以郵寄或專人送交方式，送抵過戶處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖(信封面須註明「金衛醫療-股份要約」)，惟無論如何不得遲於香港時間二零一七年三月三十一日(星期五)下午四時正，或要約人根據守則所釐定及公佈之較後時間及/或日期。綜合文件附錄一之條文已載入並構成本白色股份要約接納表格之一部份。

注意事項：如閣下以代名人或其他身份代表另一位人士持有股份，敬請閱覽綜合文件附錄一「1. 接納程序-1.1 股份要約」一節，尤其關於閣下應加以考慮的該等事項。

股份要約之白色股份要約接納表格

致：要約人、中國民生及過戶處

1. 本人/吾等一經簽立本白色股份要約接納表格(不論該表格是否已註明日期)，本人/吾等之承繼人及受讓人將受此約束，並表示：

- 本人/吾等不可撤回地就本白色股份要約接納表格上所註明數目之股份，按照及根據綜合文件及本白色股份要約接納表格所述之代價、條款及條件接納綜合文件所載由中國民生代表要約人提出之股份要約，如並無於將予轉讓的股份數目一欄填上數目，或於本白色股份要約接納表格上填上之數目大於閣下所持登記股份大於或少於閣下就接納股份要約所遞交股票內所示之數目，而閣下已簽署本接納及過戶表格，則閣下有關股份要約之股份要約接納表格將被視為並未填妥，因此，閣下之股份要約接納將會無效。而本表格將退還予閣下進行修改及重新遞交。任何經更正之表格必須於接納股份要約之最後期限或之前重新提交並送達過戶處；
- 本人/吾等不可撤回地指示及授權要約人及/或中國民生及/或彼等各自任何代理，各自代表本人/吾等交付隨附經本人/吾等正式簽署之過戶收據及/或其他權證文件(如有)及/或就此所需任何令人信納之一份或多份彌償保證書，憑此向本公司或過戶處領取本人/吾等就股份應獲發之股票證書，並將有關股票證書送交過戶處，以及授權及指示過戶處按照及根據股份要約之條款及條件持有該等股票證書，猶如該等股票證書已連同本白色股份要約接納表格一併交回過戶處論；
- 本人/吾等不可撤回地指示及授權要約人及/或中國民生或彼等各自之代理，各自就本人/吾等根據股份要約之條款應得之現金代價(扣除本人/吾等有關於本人/吾等接納股份要約之賣方從價印花稅)以「不得轉讓-只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後於過戶處接獲一切有關文件致使股份要約項下之接納為完整及有效之日或該等股份要約於所有方面宣佈為無條件之日(以較遲者為準)起計七個營業日內按以下地址以平郵方式寄予以下人士：如無填上姓名及地址，則按本公司之股東名冊所示登記地址寄予本人/吾等或吾等當中之名列首位者(如屬聯名登記獨立股東)，郵誤風險概由本人/吾等自行承擔；

(附註：如收取支票之人士並非登記獨立股東或名列首位之聯名登記獨立股東，則請在本欄填上該名人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

- 本人/吾等不可撤回地指示及授權要約人及/或中國民生及/或過戶處及/或彼等其中一方可能就此指定之人士各自代表本人/吾等以根據股份要約出售股份之賣方身份，訂立及簽署香港法例第117章印花稅條例所規定須訂立及簽署之買賣單據，並根據該條例規定在本白色股份要約接納表格加蓋印章及背書證明；
- 本人/吾等不可撤回地指示及授權要約人及/或中國民生及/或彼等任何一方可能指定之人士，各自代表本人/吾等填妥及簽立任何有關本人/吾等接納要約之文件，並作出任何其他必要或權宜之行為，以將本人/吾等交回以接納股份要約之股份轉歸要約人及/或其可能指定之人士所有；
- 本人/吾等委任要約人及/或中國民生為本表格所涉全部股份之受讓人，有關授權書由作出股份要約之日期及時間起生效，並於其後不可撤回；
- 本人/吾等承諾於必需或適當時簽立其他文件並採取其他行動，以進一步確保本人/吾等根據股份要約之接納轉讓予要約人或其可能指定之該名或該等人士之股份，乃免除一切產權負擔，並連同就此產生或附帶之一切權利，包括但不限於綜合文件日期或之後所建議、宣派、作出或派付之股息及其他分派(如有)之權利；及
- 本人/吾等同意追認要約人及/或中國民生及/或本公司及/或彼等各自之代理或彼等任何一方可能指定之該名或該等人士，於行使本表格所載任何權利時所作出或進行之任何行動或事宜。

2. 本人/吾等明白本人/吾等提交股份要約接納表格將被視為表示本人/吾等向要約人、中國民生及本公司保證，(i)本人/吾等所持將根據股份要約被收購之股份，於出售時乃免除一切產權負擔，並連同就此產生或附帶之一切權利，包括但不限於綜合文件日期或之後所建議、宣派、作出或派付之股息及其他分派(如有)之權利；及(ii)本人/吾等並無採取或不採取任何行動而將引致或可能引致要約人、中國民生、本公司或任何其他人士違反任何有關其他人士違反任何有關之法律或監管規定，且本人/吾等根據所有適用法例及法規獲准收取及接納股份要約(及其任何修訂)，而根據所有適用法例及法規，該接納為有效及具有約束力。

4. 倘若根據股份要約之條款，本人/吾等之接納書無效，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/吾等授權並要求閣下將本人/吾等之股票證書及/或過戶收據及/或任何其他權證文件(及/或就此所需之令人信納之一份或多份彌償保證書)，連同已正式註銷之本白色股份要約接納表格一併寄回上述第1(c)段列名之人士及地址；如無填上姓名及地址，則按本公司股東名冊所示登記地址，以平郵方式寄回本人或吾等當中之名列首位者(如屬聯名登記本公司股東)，郵誤風險概由本人/吾等自行承擔。

附註：若閣下於接納股份要約時提交過戶收據，同時要約人或中國民生任何一位或彼等之任何代理已從代表閣下的本公司或過戶處收取有關股票證書，則閣下將獲發還有關股票證書，而並非上述過戶收據。

5. 本人/吾等茲附上本人/吾等所持全部/部分股份之有關股票證書及/或過戶收據及/或任何其他權證文件(及/或就此所需任何令人信納之一份或多份彌償保證書)，由閣下按照股份要約之條款及條件予以保存。本人/吾等明白將不會就任何白色股份要約接納表格、股票證書及/或過戶收據及/或任何其他權證文件(及/或就此所需之任何令人信納之一份或多份彌償保證書)獲發收訖通知書。本人/吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人/吾等自行承擔。

6. 本人/吾等向要約人、中國民生及本公司保證及表明，本人/吾等為本白色股份要約接納表格指定股份數目之登記獨立股東，而本人/吾等擁有全部權利、權力及權限，透過接納股份要約之方式向要約人出售及轉讓本人/吾等所持股份之所有權及擁有權。

7. 本人/吾等向要約人、中國民生及本公司保證，本人/吾等已遵守本人/吾等於本公司股東名冊所列地址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納股份要約及其任何修訂；而本人/吾等已取得任何所需政府、外匯管制或其他方面之同意，作出所有必要手續或遵守監管及/或法律規定所規定之一切登記或存檔；且本人/吾等已支付本人/吾等就該接納應付之所有發行費、轉讓費或其他稅項及徵費或其他所需款項；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。

8. 本人/吾等向要約人、中國民生及本公司保證，本人/吾等須就支付關於本人/吾等接納股份要約應付之任何轉讓費或其他稅項或徵費承擔全部責任。

9. 本人/吾等確認，除非綜合文件及本白色股份要約接納表格有明文規定，藉本表格所規定的一切接納、指示、權力及承擔均不可撤回。

10. 本人/吾等確認以接納股份要約之方式售予要約人之本人/吾等之股份將以要約人或其代名人義登記。

為免生疑問，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受限於任何上述聲明或保證。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, China Minsheng, the Company 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

To accept the Share 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 acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you entitled to under the Share Offer. It is important that you should inform the Offeror and/or China Minsheng and/or the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this **WHITE** Form of Share 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 **WHITE** Form of Share Offer Acceptance and the Composite Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Share Offer;
- distributing communications from the Offeror and/or China Minsheng and/or the Company or their respective agents, officers, advisers and the Registrar;
- compiling statistical code information and Shareholders profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror, China Minsheng, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or China Minsheng and/or the Company to discharge their obligations to the Shareholders and/or regulators and any other purposes to which the Shareholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this **WHITE** Form of Share Offer Acceptance will be kept confidential but the Offeror and/or China Minsheng and/or the Company and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, China Minsheng, the Company and/or their agents, officers and advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or China Minsheng and/or the Company and/or the Registrar, in connection with the operation of their business;
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or China Minsheng and/or the Company and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, China Minsheng, the Company and the Registrar will keep the personal data provided in this form for as long as 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 the Offeror and/or China Minsheng and/or the Company and/or the Registrar 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 China Minsheng and/or the Company and/or the Registrar 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 and/or China Minsheng and/or the Company and/or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE AND TRANSFER, 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、中國民生、本公司及過戶處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」)的政策及慣例。

1. 收集閣下個人資料的原因

如閣下接納股份要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納不獲受理或有所延誤。如所提供的資料有任何不準確，閣下須即時知會約人及/或中國民生及/或本公司及/或過戶處。

2. 用途

閣下於本**白色**股份要約接納表格提供的個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下的接納及核實遵循本**白色**股份要約接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義的股份轉讓；
- 保存或更新有關股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據股份要約有權取得的配額；
- 自約人及/或中國民生及/或本公司或彼等各自的代理人接收所發佈的通訊；
- 編製統計代碼資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有權益；
- 有關要約人、中國民生或過戶處業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或以便要約人及/或中國民生及/或本公司履行彼等對股東及/或監管機構的責任及股東不時同意或知悉的其他用途。

3. 轉交個人資料

本**白色**股份要約接納表格提供的個人資料將作為機密資料妥為保存，惟要約人及/或中國民生及/或本公司及/或過戶處為達致上述或其中任何用途，可能作出其認為必需的有關查詢，以確認個人資料的準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人、中國民生及、本公司及/或代理及顧問及過戶處；
- 向要約人及/或中國民生及/或本公司及/或過戶處就其業務經營提供行政、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；
- 聯交所、證監會及任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 要約人、中國民生、本公司或過戶登記處在相關情況下認為屬必需或適當的任何其他人士或機構。

4. 保留個人資料

要約人、中國民生、本公司及過戶處將按收集個人資料所需用途保留本表格所收集之個人資料。無需保留之個人資料將會根據條例銷毀或處理。

5. 存取及更正個人資料

根據該條例的規定，閣下可確認要約人及/或中國民生及/或本公司及/或過戶處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據該條例的規定，要約人及/或中國民生及/或本公司及/或過戶處可就獲取任何資料的要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例之資料，以及所持資料類別的所有要求，須提交要約人及/或中國民生及/或本公司及/或過戶處(視情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款。