Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon

this Form of Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Form of Acceptance. 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接納表格的內容概不負責,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接納表格全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。 Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 15 January 2014 (the "Composite Document") jointly issued by Yue Xiu Enterprises (Holdings) Limited, Yuexiu Financial Holdings Limited and Chong Hing Bank Limited. 除文義另有所指外,本接納表格所用詞彙與越秀企業(集團)有限公司,越秀金融控股有限公司及創與銀行有限公司於二零一四年一月十五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。

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 ACCEPTANCE



Share Registrar in Hong Kong: Computershare Hong Kong Investor Services Limited 於香港的股份過戶登記處: 香港中央證券登記有限公司 (a Hong Kong-incorporated limited liability company) (於香港註冊之有限責任公司) (Stock Code: 1111) (股份代號: 1111)

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號鋪

VOLUNTARY CASH PARTIAL OFFER BY NOMURA ON BEHALF OF YUEXIU FINANCIAL HOLDINGS LIMITED TO ACQUIRE A MAXIMUM OF 326,250,000 CHB SHARES IN THE CAPITAL OF CHONG HING BANK LIMITED

(REPRESENTING 75 PER CENT. OF ITS ISSUED SHARE CAPITAL) FROM QUALIFYING CHB SHAREHOLDERS 野村代表越秀金融控股有限公司作出向合資格創興銀行股東收購最多326,250,000股創興銀行股份(佔創興銀行已發行股本的75%)的自願性現金部分要約

TO ACCEPT THE PARTIAL OFFER (Please refer to the note) 接納部分要約(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 CHB Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據未書級及除賦的送金文性庇護秘證 为條條件、下刻「確據人」司法下列任何。以下於日前總,所於其前的副關稅行股份職讓予下列「承讓人」。

	[KJK-1-X10] X10] X10] X10] X10] X10] X10] X10]	TITE TO THE WOOD SHOW TO THE STEPHEN	(//11 11 t) /41/C SK 11 (K (A T-FIRE 1 7) 1 / (tink / C)	
1	Number of CHB Shares tendered for acceptance 閣下提呈接納的創興銀行股份數目	FIGURES 數目	WORDS 大寫	
	CHB Share certificate number(s) 創興銀行股票編號			
	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\$35.69 in cash for each CHB Share tendered for acceptance and to be taken up by the Offeror (the number of CHB 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35.69 諸元技物每股提呈接納並獲要約人承購的創興銀行股份(將由要約人承購之創興銀行股份數目可按部分要約條款作出任何縮減)		
	TRANSFEREE 承讓人	越秀金融控 Correspondence address: 28/F, Yue X Wanchai, Ho	克道160號越秀大廈28樓	
2. Subject to acceptance Offeror in 所註: 1. 填寫接納 持有之全 2. 持部分要 契約人散 Please SIGN BELO Your signature(s) sh 個 間下接納部分 園下應在另一名法	othe Partial Offer becoming unconditional in all respece in accordance with the formula set out in the Composite respect of your acceptance will be rounded up or down to 都分變約之動機與紅疗股份數數。如無填寫數目,開 部創興銀行股份接納部分變約。 別在各方面成為無條件後要約人自 周下承購的創興。 周下的接納將向 周下購買的創興銀行股份數目,將6 WO NCE in the capacity as the Transferor(s) to tould be witnessed by a person aged 18 or above 要約,請於下方簽署一次,以作為轉讓人接約非聯名持有人的18歲或以上人士的見證下簽feror(s) in the presence of:	ts, the total number of CHB Shares taken up by the Offeror from you Document. Fractions of CHB Shares will not be taken up under the Pa- the nearest whole number at the discretion of the Offeror.		
	VITNESS 見證人簽署		HOLDERS MUST SIGN HERE	
NAME OF WITNESS 見證人姓名			所有聯名持有人 均須於本欄簽署	
Address of Witness 見證人地址		_		
Occupation of Witness 見證人職業		Signature(s) of Transferor Company chop, if applicat 轉讓人簽署 公司印鑑 (如極用)	(s) ole	
		Do not complete 請勿填寫本欄		
Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署:		For and on behalf of 代表 Yuexiu Financial Holdings Limited 越秀金融控股有限公司		

Correspondence address: 28/F, Yue Xiu Building,

通訊地址:香港灣仔駱克道160號越秀大廈28樓

Occupation 職業: Corporation 法團

Authorised Signatory(ies): 授權簽署人

160 Lockhart Road, Wanchai, Hong Kong

Signature of Transferee 承讓人簽署

* for identification purpose only 僅供識別

Date of Transfer 轉讓日期

SIGNATURE OF WITNESS 見證人簽署

NAME OF WITNESS 見證人姓名

Occupation of Witness 見證人職業

Address of Witness 見證人地址

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 otherwise transferred all your CHB Shares, you should at once hand this Form of 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 Acceptance will be accepted from each Qualifying CHB Shareholder by the Share Registrar.

The Partial Offer is in respect of a company incorporated 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 CHB 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 CHB Shareholders may be prohibited from participating in the Partial Offer. It is the responsibility of each such Qualifying CHB 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 CHB Shareholder in such relevant jurisdictions.

Any acceptance of the Partial Offer by any Qualifying CHB Shareholder will be deemed to constitute a representation and warranty from such Qualifying CHB Shareholder to the Offeror and CHB 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 CHB 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 CHB 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

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.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

You should read the Composite Document before completing this form. To accept the Partial Offer made by Nomura for and on behalf of the Offeror at HK\$35.69 per CHB Share in cash, you should duly complete and sign this form and forward this entire form, together with the CHB Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any statisfactory indemnity or indemnities required in respect thereof) (if applicable) for not less than the number of CHB 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 "Chong Hing Bank Limited – Partial Offer" as soon as possible after receipt of this Form of Acceptance but in any event so as to reach the Share Registrar by no later than 4:00 p.m. (Hong Kong time) on Wednesday, 5 February 2014 (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 Acceptance received after the Final 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 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 8648.

FORM OF ACCEPTANCE IN RESPECT OF THE PARTIAL OFFER

To: Yuexiu, the Offeror and Nomura

To: CHB and the Share 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 Partial Offer made by Nomura for and on behalf of the Offeror in respect of the number of CHB Shares inserted in Box A of this form 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 CHB Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Code;
 - (b) my/our irrevocable instruction and authority to each of Yuexiu, the Offeror and Nomura 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 CHB Share certificates) and (if applicable) any CHB 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 CHB 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 CHB 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 CHB Shareholder or the first-named of joint registered CHB Shareholders))

Name: (in block capitals)

Address: (in block capitals)

- (c) my/our irrevocable instruction and authority to each of Yuexiu, the Offeror, Nomura 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 CHB 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 Acceptance in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instruction and authority to each of Yuexiu, the Offeror, Nomura 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 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 CHB Share(s) tendered for acceptance under the Partial Offer;
- (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the Partial Offer on and subject to the terms set out or referred to in the Composite Document and this Form of 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 Nomura, 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 Yuexiu, 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 CHB 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, 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 (excluding the CHB Special Dividend);
- (g) my/our irrevocable instruction and authority to Yuexiu, the Offeror, Nomura and/or their respective agent(s) to collect from the Share Registrar on my/our behalf the CHB Share certificate(s) in respect of the CHB 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 CHB Share certificate(s) subject to the terms and conditions of the Partial Offer as if it/they were CHB Share certificate(s) delivered to the Share Registrar together with this Form of 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 Yuexiu, the Offeror and Nomura that the number of CHB Share(s) specified in this Form of 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 (excluding the CHB Special Dividend).
- 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 Yuexiu, the Offeror, Nomura, the Share Registrar and/or such person or persons as any of them may direct to return to me/us my/our CHB 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 CHB Shareholders) at the registered address shown in the Register.

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

- 4. I/We enclose the relevant CHB 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 CHB Share(s) which are to be held by Yuexiu, the Offeror, Nomura, 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 Acceptance, CHB 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 Yuexiu, the Offeror, Nomura, the Share Registrar and/or such person or persons as any of them may direct that I am/we are the registered CHB Shareholder(s) of the number of CHB 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 CHB 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 CHB 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 CHB Shareholder in such relevant jurisdictions.
- 7. Any acceptance of the Partial Offer by any Qualifying CHB Shareholder will be deemed to constitute a representation and warranty from such Qualifying CHB Shareholder to the Offeror and CHB 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 CHB 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.
- 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.

本接纳表格乃重要文件,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。 閣下如已售出或以其他方式轉讓名下所有創興銀行股份,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、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。股份過戶登記處僅接納每名合資格創興銀行股東遞交一份接納表格。

部分要約就香港註冊成立及上市之公司作出,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,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、居民或國民之合資格創興銀行股東參與部分要約之能力,可能須受相關司法權區之法律及規例所規限。有關之合資格創興銀行股東可能被禁止參與部分要約。有關之合資格創興銀行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或規例,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,以及支付有關之合資格創興銀行股東於相關司法權區應付之任何轉讓或其他稅項。

凡任何合資格創興銀行股東接納之部分要約將視為構成該合資格創興銀行股東向要約人及創興銀行作出聲明及保證(i)已遵守與該項接納有關之所有本地法律及規例及(ii)有關之合資格創興銀行股東根據相關司法權區之法律及規例可接納部分要約,而有關之接納根據所有適用法律及規例均屬有效及具法律約束力。如有任何疑問,合資格創興銀行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方填寫本表格。 閣下如接納由野村代表收購人提出每股創興銀行股份35.69港元現金之部分要約, 閣下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之創興銀行股份數目之創興銀行股票、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),於收到本接納表格後盡快及無論如何不得遲於二零一四年二月五日(星期三)(即首個截止日)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號鋪,信封上面請註明「創興銀行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,否則於最後截止日後收到之接納惠林將不確等理。

閣下如對填寫本接納表格需要任何協助或對部分要約之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 8648。

部分要約之接納表格

致: 越秀企業、要約人及野村

致: 創興銀行及股份過戶登記處

- 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創興銀行股份數目接納由野村代表要約人提出之部分要約,而該項接納不可撤銷,除非該名接納之創興銀行股東根據《收購守則》規則19.2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越秀企業、要約人及野村或彼等各自之代理,各自將本人/吾等根據部分要約之條款應收之現金代價以「不得轉讓一只准入抬頭人賬戶」方式劃線開出之支票(經計及本人/吾等之接納任何縮減部分、印花稅及就遺失或未能出示創興銀行股票而向股份過戶登記處應付之費用)及(如適用)未獲要約人承購之創興銀行股份之任何創興銀行股票,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),以普通郵遞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(如屬聯名註冊創興銀行股東)吾等之排名首位者在股東名冊所示之註冊地址,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(如與註冊創興銀行股東或排名首位者之聯名註冊創興銀行股東之姓名及地址不同))

- (c) 本人/吾等不可撤回地指示及授權越秀企業、要約人、野村及/或彼等任何一方可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/吾等作為根據部分要約出售創興銀行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越秀企業、要約人、野村及/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/吾等填妥及簽署任何有關本人/吾等接納部分要約之文件,以及辦理任何其他必需或權宜之手續,以將本人/吾等根據部分要約而提呈接納之創興銀行股份,歸屬於要約人及/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(包括該部分要約之條款之任何修 前或延長)構成接納部分要約,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之代價,並不代表部分要約之價值在該日(按 野村(代表要約人)認為適答之基準)較原訂或任何原先經修訂形式之價值減少。同時,本人/吾等指示及授權越秀企業、要約人及/或股份 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/吾等接納任何此等經修訂之部分要約及代表本人/吾 等以本人/吾等之名義簽署所有該等進一步文件(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/吾等根據部分要約提呈接納之創 興銀行股份轉讓予要約人或其可能指定之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,但 連同於最後截止日或之後累算或附帶之一切權利及利益,包括收取於最後截止日或之後宣派、作出或派付之任何股息或其他分派(不包括創 興銀行特別股息);
- (g) 本人/吾等不可撤回地指示及授權越秀企業、要約人、野村及/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)而從股份過戶登記處領取就創興銀行股份將發行予本人/吾等之創興銀行股票,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之條款及條件持有該(等)創興銀行股票,猶如該(等)創興銀行股票已連同本接納表格一併送交股份過戶登記處。
- 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/吾等向越秀企業、要約人及野村保證本接納表格所註明的創興銀行股份數目,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,但連同於最後截止日或之後累算或附帶之一切權利及利益,包括收取於最後截止日或之後宣派、作出或派付之任何股息或其他分派(不包括創興銀行特別股息)。
- 3. 倘根據部分要約之條款,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/吾等授權並要求越秀企業、要約人、野村、股份過戶登記處及/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/吾等之創興銀行股票及/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),並建同已正式註銷之本接納表格,一併以普遍遞方式郵寄予上文第1(b)段所列之人士,或如無列明姓名和地址,則為本人或(如屬聯名註冊創興銀行股東)吾等當中名列首位者於股東名冊所示之註冊地址,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,而同時越秀企業、要約人、野村及/或彼等之任何代理人已代表本人/吾等向創興銀行或股份過戶登記處領取 相關之創興銀行股票,則該等創興銀行股票而非過戶收據將退還予本人/吾等。

- 4. 本人/吾等茲附上將由越秀企業、要約人、野村、股份過戶登記處及/或彼等任何一方可能指定之一名或多名人士根據部分要約條款及條件持有之本人/吾等全部或部分創興銀行股份之相關創興銀行股票、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)。本人/吾等明白任何交回之接納表格、創興銀行股票、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/吾等向越秀企業、要約人、野村、股份過戶登記處及/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創興銀行股份數目之註冊創興銀行股東,而本人/吾等具有十足權力及授權,以接納部分要約之方式向要約人提呈、出售、轉讓或轉移本人/吾等之創興銀行股份(連同其所累算或附帶之一切權利)。
- 6. 屬於香港以外司法權區之公民、居民或國民之合資格創興銀行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或規例,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,以及支付有關之合資格創興銀行股東於相關司法權區應付之任何轉讓或其他税項。
- 7. 凡任何合資格創興銀行股東接納之部分要約將視為構成該合資格創興銀行股東向要約人及創興銀行作出聲明及保證(i)已遵守與該項接納有關之所有本地法律及規例及(ii)有關之合資格創興銀行股東根據相關司法權區之法律及規例可接納部分要約,而有關之接納根據所有適用法律及規例均屬有效及具法律約束力。
- 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。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of Yuexiu, the Offeror, Nomura, CHB 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 accepting the Partial Offer for your CHB 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 Partial 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 CHB Share(s) out of your name;
- maintaining or updating the relevant register of holders of the CHB Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from Yuexiu, the Offeror, CHB, its agents such as financial advisers, and/or the Share Registrar;
- compiling statistical information and CHB Shareholder profiles;
- establishing benefit entitlements of the CHB 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 Yuexiu, the Offeror or CHB; and

 any other incidental or associated purposes relating to the above and other purpose to which the CHB 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 Yuexiu, the Offeror, Nomura, CHB 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:

- Yuexiu, the Offeror, Nomura, CHB, 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 Yuexiu, the Offeror, Nomura, CHB 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 Yuexiu, the Offeror, Nomura, CHB 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 Yuexiu, the Offeror, Nomura, CHB 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, Yuexiu, the Offeror, Nomura, CHB 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 Yuexiu, the Offeror, Nomura, CHB or the Share 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 閣下有關越秀企業、要約人、野村、創興銀行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」)之政策及慣例。

1. 收集 閣下個人資料之原因

就 閣下之創興銀行股份接納部分要約時, 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 閣下根據部分要約應得之代價。

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 閣下名義進行之創興銀行股份轉讓;
- 存置或更新創興銀行股份之相關持有人名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 分派來自越秀企業、要約人、創興銀行、其代理(如財務 顧問)及/或股份過戶登記處之通訊;
- 編製統計資料及創興銀行股東資料;
- 確定創興銀行股東之受益權利;
- 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;
- 有關越秀企業、要約人或創興銀行業務之任何其他用 徐;及

有關上文所述之任何其他附帶或關聯用途,以及創興銀行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,惟越秀企業、要約人、野村及/或股份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:

- 越秀企業、要約人、野村、創興銀行、彼等之任何代理及/或顧問以及股份過戶登記處;
- 為越秀企業、要約人、野村、創興銀行及/或股份過戶 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
- 越秀企業、要約人、野村、創興銀行及/或股份過戶登 記處認為必需或適當情況下之任何其他人士或機構。

4. 查閱及更正個人資料

根據條例之規定, 閣下有權確定越秀企業、要約人、野村、創興銀行及/或股份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,越秀企業、要約人、野村、創興銀行及/或股份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,應向越秀企業、要約人、野村、創興銀行或股份過戶登記處(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。