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Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite document dated 20 March 2019 (the "Composite Document") jointly issued by Harbin Electric Corporation Co., Ltd. and Harbin Electric Company Limited.

除文義另有所指外，本接納表格所用詞彙與哈爾濱電氣集團有限公司及哈爾濱電氣股份有限公司於2019年3月20日聯合刊發的綜合文件（「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 AND TRANSFER  
接納及轉讓表格

Share Registrar in Hong Kong:  
Hong Kong Registrars Limited  
於香港的股份過戶登記處：  
香港證券登記有限公司



哈尔滨电气股份有限公司  
HARBIN ELECTRIC COMPANY LIMITED

Harbin Electric Company Limited  
哈爾濱電氣股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)  
(於中華人民共和國註冊成立之股份有限公司)  
(Stock Code: 1133)  
(股份代號: 1133)

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

FORM OF ACCEPTANCE AND TRANSFER OF H SHARES IN THE ISSUED SHARE CAPITAL OF  
HARBIN ELECTRIC COMPANY LIMITED

哈爾濱電氣股份有限公司  
已發行股本中之H股股份之接納及轉讓表格

All parts should be completed 每項均須填寫

TO ACCEPT THE H SHARE OFFER (Please refer to the note)

接納H股收購要約(請參閱附註)

Box A 甲欄

<b>FOR THE CONSIDERATION</b> stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the H Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附的綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有的H股股份轉讓予下列「承讓人」。		
<b>Number of H Shares tendered for acceptance</b> 閣下提呈接納的H股股份數目	<b>FIGURES</b> 數字	<b>WORDS</b> 大寫
<b>H Share certificate number(s)</b> H股股票編號		
<b>TRANSFEROR(s)</b> <b>name(s) and address(es) in full</b> 轉讓人全名及地址 <b>(EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS)</b> (請用打字機或正楷填寫)	<b>Family name(s) or company name(s)</b> 姓氏或公司名稱	<b>First name</b> 名字
	<b>Registered address</b> 登記地址	<b>Telephone number</b> 電話號碼
<b>CONSIDERATION</b> 代價	HK\$4.56 in cash for each H Share tendered for acceptance and to be taken up by HEG 以現金4.56港元接納每股提呈接納並獲哈電集團承購的H股股份	
<b>TRANSFEEE</b> 承讓人	<b>Name:</b> 名稱:	Harbin Electric Corporation Co., Ltd. 哈爾濱電氣集團有限公司
	<b>Correspondence address:</b> 通訊地址:	1399 Chuangxinyi Road, Songbei District, Harbin, Heilongjiang Province, the PRC 中國黑龍江省哈爾濱市松北區創新一路1399號
	<b>Occupation 職業:</b>	Corporation 法團
<b>SIGNED</b> by the transferor(s) to this transfer, this _____ day of _____ 2019 由轉讓人於2019年____月____日簽署		

Note:1. Insert the total number of H Shares for which the H Share 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 H Shares is inserted, you will have accepted the H Share Offer in respect of your entire registered holding of H Shares.

附註1. 填寫接納H股收購要約之H股股份總數。如無填寫數目，閣下的表格將屬不完整並將不獲接納。倘所填數目超過閣下所持有之H股股份登記持股票量，則閣下將被視為已就閣下登記持有之全部H股股份接納H股收購要約。

Please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the H Share Offer. All joint holders must sign.

Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address as indicated below.

倘閣下接納H股收購要約，請於下方簽署一次，以作為轉讓人接納H股收購要約。所有聯名持有者均須簽署。閣下應在另一名並非聯名持有人的18歲或以上人士的見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。

Signed by 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 \_\_\_\_\_

Signature(s) of Transferor(s)/Company chop, if applicable or its duly authorised agent(s)

轉讓人/公司印鑑（如適用）或其正式授權代理人簽署

Date of Submission of this Form of Acceptance

提交本接納表格之日期

ALL JOINT REGISTERED HOLDERS MUST SIGN HERE

所有聯名登記持有人均須於本欄簽署

DO NOT COMPLETE 請勿填寫本欄

Signed by or on behalf of the Transferee in the presence of:

承讓人或其代表在下列見證人見證下簽署：

Signature of Witness 見證人簽署 \_\_\_\_\_

Name of Witness 見證人姓名 \_\_\_\_\_

Address of Witness 見證人地址 \_\_\_\_\_

Occupation of Witness 見證人職業 \_\_\_\_\_

Date of Transfer 轉讓日期 \_\_\_\_\_

For and on behalf of 代表

Harbin Electric Corporation Co., Ltd.

哈爾濱電氣集團有限公司

Signature(s) of Transferee or its duly authorized agent(s):

承讓人或其正式授權代理人簽署： \_\_\_\_\_

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

If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. If you have sold or transferred all your H Shares, you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser or transferee or to the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). Only one Form of Acceptance will be accepted from each H Shareholder by the Share Registrar.

The H Share Offer is in respect of a company incorporated in the People's Republic of China and listed in Hong Kong and is therefore subject to the disclosure and procedural requirements of laws, regulations and rules in Hong Kong which may be different from those in other jurisdictions. The ability of HEC H Shareholders who are citizens, residents or nationals of jurisdictions outside of Hong Kong to participate in the HEC H Share Offer may be subject to the laws and regulations of the relevant jurisdictions. It is the responsibility of each of the relevant HEC H Shareholders to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such HEC H Shareholder in such relevant jurisdictions as a result of acceptance of the H Share Offer.

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

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

**HOW TO COMPLETE THIS FORM OF ACCEPTANCE**

You should read the Composite Document before completing this Form of Acceptance. To accept the H Share Offer made by Citigroup for and on behalf of HEG at HK\$4.56 per H Share in cash, you should duly complete and sign this Form of Acceptance and forward this Form of Acceptance, together with the relevant H Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for not less than the number of H Shares in respect of which you wish to accept the H Share Offer, by post or by hand to the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong in an envelope marked "Harbin Electric Company Limited — H Share Offer" as soon as possible after receipt of this Form of Acceptance but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on Monday, 20 May 2019 (being the Closing Date) or such later time and/or date as HEG may determine and announce in compliance with the Takeovers Code. Unless the H Share Offer is extended in accordance with the Takeovers Code, no Form of Acceptance received after 4:00 p.m. (Hong Kong time) on the Closing Date will be accepted.

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

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

To: **HEG and Citigroup**  
To: **HEC and the Registrar**

1. My/Our execution of this Form of Acceptance shall also be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our acceptance of the H Share Offer made by Citigroup for and on behalf of HEG in respect of the number of H Shares inserted in Box A of this Form of Acceptance and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, and such acceptance shall be irrevocable except in the circumstances that such accepting H Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code;
  - (b) my/our irrevocable instruction and authority to each of HEG, Citigroup, the Registrar and/or their respective agent(s) to send a cheque marked "Not negotiable - account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the H Share Offer (taking into account of stamp duty and the fees payable to the Registrar in respect of lost or unavailable H Share certificates) 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 HEC H Shareholders) at the registered address shown in the Registers;  
(Please insert name and address of the person to whom the cheque should be sent (if different from the registered HEC H Shareholder or the first-named of joint registered HEC H Shareholders))  
Name: (in block capitals) \_\_\_\_\_  
Address: (in block capitals) \_\_\_\_\_
  - (c) my/our irrevocable instruction and authority to each of the HEG, Citigroup, the Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the H Share(s) to be sold by me/us under the H Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that ordinance;
  - (d) my/our irrevocable instruction and authority to each of the HEG, Citigroup, the Registrar and/or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the H Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in HEG and/or such person or persons as it may direct my/our H Share(s) tendered for acceptance under the H Share Offer;
  - (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the H Share Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, including any extension of the terms of such H Share Offer. Also my/our instruction and authority to each of HEG, Citigroup and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such extension of the terms of the H Share Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;
  - (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our H Share(s) tendered for acceptance under the H Share Offer to HEG or such person or persons as it may direct free from all options, liens, claims, equities, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date of the Announcement or subsequently becoming attached to them, including without limitation the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the date of the Announcement.
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the HEG, Citigroup and/or the Registrar and/or their respective agents or such person or persons as any of them may direct on the exercise in good faith of any rights contained herein; and
  - (h) my/our irrevocable instruction and authority to the HEG, Citigroup and/or their respective agent(s) to collect from the Registrar on my/our behalf the H Share certificate(s) in respect of the H Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such H Share certificate(s) subject to the terms and conditions of the H Share Offer as if it/they were H Share certificate(s) delivered to the Registrar together with this Form of Acceptance.
2. I/We understand that acceptance of the H Share Offer by me/us will be deemed to constitute a warranty by me/us to HEG and Citigroup that (i) the number of H Share(s) specified in this Form of Acceptance are fully paid and sold by me/us free from all options, liens, claims, equities, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attached to them as at the date of the Announcement or subsequently becoming attached to them, including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the date of the Announcement; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, in connection therewith, including the obtaining of any governmental, exchange, control, regulation or other consents which may be required or the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction. I/We shall be fully responsible for payment of any transfer or other taxes and duties imposed by whomsoever payable in respect of that jurisdiction. I/We have not taken or omitted to take any action which will or may result in HEG, HEC or Citigroup or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the H Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the H Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the H Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request HEG, Citigroup and the Registrar and/or such person or persons as any of them may direct to return to me/us my/our H Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(b) above or, if no name or address is stated, to me or the first-named of us (in the case of joint registered HEC H Shareholders) at the registered address shown in the Registers.  
*Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant H Share certificate(s) has/have been collected by any of HEG, Citigroup and/or any of their agent(s) from HEC or the Registrar on my/our behalf, such H Share certificate(s) will be returned to me/us in lieu of the transfer receipt(s).*
4. I/We enclose the relevant H Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of H Share(s) which are to be held by HEG, Citigroup and the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the H Share Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, H Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We represent and warrant to each of HEG, Citigroup and the Registrar and/or such person or persons as any of them may direct that I am/we are the registered HEC H Shareholder(s) of the number of H Share(s) specified in this Form of Acceptance and I/we have the full power and authority to tender, sell, assign or transfer my/our H Share(s) (together with all rights accruing or attaching thereto) to HEG by way of acceptance of the H Share Offer.
6. It is the responsibility of each of the relevant HEC H Shareholders to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such HEC H Shareholder in such relevant jurisdictions.
7. Any acceptance by any HEC H Shareholder will be deemed to constitute a representation and warranty from such HEC H Shareholder to HEG and HEC that all applicable local laws and requirements have been complied with and that the H Share Offer can be accepted by such HEC H Shareholder lawfully under the laws of the relevant jurisdiction. HEC H Shareholders should consult their professional advisers if in doubt. I/We warrant to HEG and HEC that I/we shall be fully responsible for payment of any transfer or other taxes duties imposed by whatsoever payable in respect of the jurisdiction where my/our address is located as set out in the Registers in connection with my/our acceptance of the H Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our H Shares sold to HEG by way of the H Share Offer will be registered under the name of HEG or its nominees.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格之任何方面或應採取之行動有任何疑问，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。閣下如已售出或轉讓名下所有H股股份，應立即將本接納表格及隨附之綜合文件送交買主或承讓人或持牌證券交易商或註冊證券機構或經手買賣或轉讓之其他代理商，以便轉交買主或承讓人。股份過戶登記處僅接納每名H股股東遞交一份接納表格。

H股收購要約就在中華人民共和國註冊成立及在香港上市之公司作出，故須遵守香港的法律、規例及規則所規定的披露及程序要求，可能有別於其他司法權區之規定。屬於香港以外司法權區之公民、居民或國民之哈電股份H股股東參與H股收購要約之能力，可能須受相關司法權區之法律及規例所規限。有關之哈電股份H股股東各自有責任自行了解並全面遵守相關司法權區與此相關之法律及規例，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，以及支付有關之哈電股份H股股東因接納H股要約於相關司法權區應付之任何轉讓或其他稅項。

凡任何哈電股份H股股東接納，將視為構成該哈電股份H股股東向哈電集團及哈電股份作出聲明及保證其已遵守所有本地法律及規定及有關之哈電股份H股股東根據相關司法權區之法律可合法地接納H股收購要約。如有任何疑問，哈電股份H股股東應諮詢其專業顧問。

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

#### 如何填寫本接納表格

閣下務請細閱綜合文件後填寫本接納表格。閣下如接納由花旗代表哈電集團提出每股H股股份4.56港元現金之H股收購要約，閣下應填妥及簽署本接納表格，並將整份接納表格連同不少於閣下欲接納H股收購要約之H股股份數目之相關H股股票、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2019年5月20日星期一（即截止日）下午四時正（香港時間）前或哈電集團在符合《收購守則》的情況下可能決定及公佈的其他較後時間及／或日期，以郵遞或專人送遞方式送交過戶登記處，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，信封上請註明「**哈爾濱電氣股份有限公司－H股收購要約**」。除非H股收購要約根據《收購守則》獲延期，否則於截止日下午四時正（香港時間）後收到之接納表格將不獲受理。

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

#### H股收購要約之接納及轉讓表格

致： 哈電集團及花旗  
致： 哈電股份及過戶登記處

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

- (a) 本人／吾等遵循綜合文件及本接納表格所載或所指條款，就本接納表格甲欄所指之H股股份數目接納由花旗代表哈電集團提出之H股收購要約，而該項接納不可撤銷，除非該名接納之H股股東根據《收購守則》規則19.2或遵照《收購守則》規則17獲授撤回權利之情況則除外；
- (b) 本人／吾等不可撤回地指示及授權哈電集團、花旗、過戶登記處及／或彼等各自之代理，各自將本人／吾等根據H股收購要約之條款應收之現金代價以「不得轉讓—只准入抬頭人賬戶」方式劃線開出之支票（經計及印花稅及就遺失或未能出示H股股票而向過戶登記處應付之費用），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（如屬聯名註冊哈電股份H股股東）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（如與註冊哈電股份H股股東或排名首位者之聯名註冊哈電股份H股股東之姓名及地址不同））

姓名：（請用正楷填寫）\_\_\_\_\_

地址：（請用正楷填寫）\_\_\_\_\_

- (c) 本人／吾等不可撤回地指示及授權哈電集團、花旗、過戶登記處及／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H股收購要約出售H股股份之賣方而須訂立及簽立之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本接納表格背書證明；
- (d) 本人／吾等不可撤回地指示及授權哈電集團、花旗、過戶登記處及／或彼等任何一方可能指定之一名或多名有關人士，各自代表本人／吾等填妥、修改及簽署任何有關本人／吾等接納H股收購要約之文件，以及辦理任何其他必需或權宜之手續，以將本人／吾等根據H股收購要約而呈交之H股股份，歸屬於哈電集團及／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為根據及遵守綜合文件及本接納表格所載或所指之條款（包括該H股收購要約之條款之任何延長）構成接納H股收購要約。同時，本人／吾等指示及授權哈電集團、花旗及／或過戶登記處或彼等各自之代理，或彼等任何一方可能就此指定之人士，各自代表本人／吾等接納任何此等H股收購要約條款延長及代表本人／吾等以本人／吾等之名義簽署所有該等進一步文件（如有）以項此項接納有效；
- (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H股收購要約呈交之H股股份轉讓予哈電集團或其可能指定之一名或多名有關人士，而不附帶一切選擇權、留置權、索賠、衡平權、質押、產權負擔、優先購買權及任何性質的任何其他第三方權利，但連同於公告的刊登日期或之後附帶之一切權利，包括不限於全數收取於公告的刊登日期或之後宣派、作出或派付之任何股息或其他分派（如有）的權利；
- (g) 本人／吾等同意追認哈電集團、花旗及／或過戶登記處及／或彼等各自之代理或彼等任何一方可能指定之有關人士於真誠行使本表格所載任何權利時可能作出或進行之各種行動或事宜。
- (h) 本人／吾等不可撤回地指示及授權哈電集團、花旗及／或彼等各自之代理，代表本人／吾等憑藉交回經本人／吾等正式簽署之隨附過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）而從過戶登記處領取H股股份將發行予本人／吾等之H股股票，並將有關股票送交過戶登記處，且授權及指示過戶登記處根據H股收購要約之條款及條件持有該（等）H股股票，猶如該（等）H股股票已連同本接納表格一併送交過戶登記處。

2. 本人／吾等明白本人／吾等接納H股收購要約，將被視為構成本人／吾等向哈電集團及花旗保證(i)本接納表格所註明的H股股份數目由本人／吾等繳足股款且售出的該等H股將在不附帶一切選擇權、留置權、索賠、衡平權、質押、產權負擔、優先購買權及任何性質的任何其他第三方權利的情況下出售，但連同於公告的刊登日期或之後附帶之一切權利，包括全數收取於公告的刊登日期或之後宣派、作出或派付之任何股息或其他分派（如有）的權利；及(ii)倘本人／吾等之登記地址位於香港以外之司法權區，本人／吾等已全面遵守所有相關司法權區有關該接納之法例，包括取得任何可能規定之政府、外匯管制、規例或其他同意，或遵守其必要之手續或法律規定，以及繳付於該司法權區應付之任何轉讓費或其他稅項。本人／吾等須就該司法權區繳付任何所應付的任何轉讓費或其他稅項及徵費全責。本人／吾等並無採取或遺漏採取任何行動致使哈電集團、哈電股份、花旗或任何其他人士就H股收購要約或本人／吾等的接納行動違反任何司法權區的法例或監管規定，以及獲所有適用法例的許可收取及接納H股收購要約（或其任何修訂），而根據所有適用法例，有關接納乃屬有效及具約束力。

3. 倘根據H股收購要約之條款，本人／吾等之接納無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止，在此情況下，本人／吾等授權並要求哈電集團、花旗、過戶登記處及／或彼等任何一方可能指定之一名或多名人士，向本人／吾等退還本人／吾等之H股股票及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用），並連同已正式註銷之本接納表格，一併以普通郵遞方式郵寄予上文第1(b)段所列之姓名和地址，或如無列明姓名和地址，則為本人或（如屬聯名註冊哈電股份H股股東）吾等當中之排名首位者在股東名冊所示之註冊地址，郵遞風險概由本人／吾等承擔。

附註： 倘本人／吾等交回一份或以上過戶收據，而同時哈電集團、花旗及／或彼等之任何代理人已代表本人／吾等向哈電股份或過戶登記處領取相關之H股股票，則該等H股股票而非過戶收據將退還予本人／吾等。

4. 本人／吾等茲附上將由哈電集團、花旗、過戶登記處及／或彼等任何一方可能指定之一名或多名人士根據H股收購要約條款及條件持有之本人／吾等全部或部分H股股份之相關H股股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）。本人／吾等明白任何交回之接納表格、H股股票、過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之一項或多項彌償保證）（如適用）概不獲發收據。本人／吾等亦了解所有文件將以普通郵遞方式寄發，郵遞風險概由本人／吾等自行承担。

5. 本人／吾等向哈電集團、花旗、過戶登記處及／或彼等任何一方可能指定之一名或多名人士各自作出聲明及保證，本人／吾等為本接納表格所註明之H股股份數目之註冊哈電股份H股股東，而本人／吾等具有十足權力及授權，以接納H股收購要約之方式向哈電集團提出、出售、轉讓或轉移本人／吾等之H股股份（連同其所累算或附帶之一切權利）。

6. 有關之哈電股份H股股東各自有責任自行了解並全面遵守相關司法權區與此相關之法律及規例，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，以及支付有關之哈電股份H股股東於相關司法權區應付之任何轉讓或其他稅項。

7. 凡任何哈電股份H股股東接納，將視為構成該哈電股份H股股東向哈電集團及哈電股份作出聲明及保證其已遵守所有本地法律及規定及有關之哈電股份H股股東根據相關司法權區之法律可合法地接納H股收購要約。如有任何疑問，哈電股份H股股東應諮詢其專業顧問。本人／吾等向哈電集團及哈電股份保證，本人／吾等須就支付在名冊載列本人／吾等地址所在司法權區關於本人／吾等接納H股要約方面任何所施加應付之任何轉讓或其他稅項承擔全部責任。

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

9. 本人／吾等確認，本人／吾等以H股要約之方式向哈電集團出售之H股將以哈電集團或其代名人義登記。

# PERSONAL DATA

## Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of HEG, Citigroup, HEC and the Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

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

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

### 2. Purposes

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

- processing your acceptance and verification or compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the H Share(s) out of your name;
- maintaining or updating the relevant register of holders of the H Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from HEG, HEC, its agents such as financial advisers, and/or the Registrar;
- compiling statistical information and H Shareholder profiles;
- establishing benefit entitlements of the H Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of HEG or HEC; and
- any other incidental or associated purposes relating to the above and other purpose to which the H Shareholders may from time to time agree to or be informed of.

### 3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but HEG, Citigroup, HEC 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:

- HEG, Citigroup, HEC, any of their agents and/or advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to HEG, Citigroup, HEC and/or the Registrar, in connection with the operation of their businesses;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom HEG, Citigroup, HEC and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

### 4. Retention of Personal Data

HEG, HEC, Citigroup and/or the Registrar will keep the personal data provided in this Form of Acceptance for such period as may be necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

### 5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether HEG, Citigroup, HEC and/or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, HEG, Citigroup, HEC and/or the Registrar has/have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to HEG, Citigroup, HEC or the Registrar (as the case may be).

**BY SIGNING THIS FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.**

## 個人資料

### 個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關哈電集團、花旗、哈電股份及過戶登記處有關個人資料及香港法例第486章《個人資料(私隱)條例》(「條例」)之政策及慣例。

### 1. 收集閣下個人資料之原因

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

### 2. 用途

閣下於本接納表格提供之個人資料可能使用、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納及核實或遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義進行之H股股份轉讓；
- 存置或更新H股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；
- 分派來自哈電集團、哈電股份、其代理(如財務顧問)及/或過戶登記處之通訊；
- 編製統計資料及H股股東資料；
- 確定H股股東之受益權利；
- 披露相關資料以便申索權益；
- 根據法律、規則或規例之要求(無論法定或其他規定)作出披露；
- 有關哈電集團或哈電股份業務之任何其他用途；及
- 有關上文所述之任何其他附帶或關聯用途，以及H股股東可能不時同意或獲通知之其他用途。

### 3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟哈電集團、花旗、哈電股份及/或過戶登記處可作出彼等認為必需之查詢，以確認個人資料之準確性，並以達致上述或有關任何上述用途之範圍為限，尤其彼等可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料：

- 哈電集團、花旗、哈電股份、彼等之任何代理及/或顧問以及過戶登記處；
- 為哈電集團、花旗、哈電股份及/或過戶登記處提供與其業務營運有關之行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行或建議進行交易之任何其他人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 哈電集團、花旗、哈電股份及/或過戶登記處認為必需或適當情況下之任何其他人士或機構。

### 4. 保留個人資料

哈電集團、哈電股份、花旗及/或過戶登記處將按有關期間或需收集個人資料之用途保留本接納表格提供之個人資料。毋須保留的個人資料將會根據條例銷毀或處理。

### 5. 查閱及更正個人資料

根據條例之規定，閣下有權確定哈電集團、花旗、哈電股份及/或過戶登記處是否持有閣下之個人資料、獲取該資料副本、以及更正任何錯誤資料。根據條例，哈電集團、花旗、哈電股份及/或過戶登記處有權就辦理獲取任何查閱資料之要求收取合理費用。查閱資料或更正資料或查詢有關政策及措施及所持資料類別之所有要求，應向哈電集團、花旗、哈電股份或過戶登記處(視情況而定)提出。

簽署本接納表格後，即表示閣下同意上述各項。